

AFFILIATION AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2014, (the, "Effective Date") between the Sarasota County Public Hospital District, d/b/a Sarasota Memorial Hospital and the Sarasota Memorial Health Care System, hereinafter referred to as the "Hospital," and The School Board of Sarasota County, hereinafter referred to as the "District."

It is understood that the District and students enrolled in said District desire to be affiliated with the Hospital to obtain clinical experience at the Hospital in various health care and hospitality related programs at District Schools including the Sarasota County Technical Institute and District operated secondary schools.

The parties hereto agree as follows:

I. MUTUALLY

- A. The Hospital will accept students selected by the District for a period of clinical education experiences. The nature of the experiences shall be individually arranged by the clinical education instructor of the Hospital within the stated philosophies and objectives of the District and the Hospital.
- B. The number of students assigned will be subject to the availability of the Hospital's personnel for teaching and supervision and will be arranged in advance.
- C. The policies and procedures of the Hospital shall be applicable to the assigned students.
- D. The student is ultimately responsible to the District; the patient care contact of student shall be under the control of the Hospital.
- E. The District maintains the privilege to visit the Hospital before, after, and/or during the internship periods. Visits must be arranged in advance.
- F. The District encourages suggestions from the Hospital regarding curriculum improvement.
- G. This document does not purport to limit the Hospital from accepting students from other universities or colleges.
- H. Faculty and students of the District who practice or work at the Hospital pursuant to the terms of this Agreement shall be doing so as an integral part of their employment or enrollment in the District. Nothing in this Agreement shall be construed as creating an agency, employment, or joint venture relationship between the Hospital and the District or between the Hospital and any student or faculty member of the District.
- I. Neither party will discriminate against any faculty or District employee or applicant for employment, or against any applicant for enrollment for a

course of study at the District, or against any District student in his or her course of study or training under this Agreement, because of race, color, religion, sex, national origin, age, disability, marital status, or disability as defined by the Americans with Disabilities Act.

- J. Each party shall be responsible for any and all claims, liabilities, damages, or judgments which may arise as a result of their own negligence or intentional wrongdoing to the extent permitted by law. Each party will indemnify the other party and hold each other harmless for acts of their agents, officers, and employees to the extent allowable by law. This provision does not and shall not be construed to waive either the District's or the Hospital's entitlement to sovereign immunity as provided under applicable Florida law.
- K. Hospital self-insures for various liability areas, including items normally covered by professional liability insurance. Hospital does carry commercial general liability insurance coverage of \$1,000,000 each occurrence, with a \$10,000,000 umbrella excess policy. District shall maintain general and professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Each party shall provide the other party with proof of coverage upon request.

II. DISTRICT The District shall:

- A. Notify the Hospital of the number of students and the rotation period four (4) months, and the names of the students thirty (30) days, prior to the commencement of the clinical experience.
- B. Reserve the right to revoke any assignment prior to the student's entry or acceptance into the clinical education program of the Hospital.
- C. Provide the Hospital with information regarding the student's level of training and revise said information at regular intervals.
- D. Appoint a Clinical Education Coordinator who will be the liaison representative for the District and notify the Hospital immediately in writing of any changes made to this appointment.
- E. Immediately notify the Hospital in writing of any change, or proposed change, to the Clinical Education Coordinator.
- F. Refer to the Hospital only such students as are, to the District's knowledge, in good health at the time of reporting for their clinical education. The term 'good health' refers to the absence of any infectious diseases that relate to patient safety. Each student who will have direct patient contact or who work in Food and Nutrition Services must have a physical examination and provide the results of such examination to the Hospital before the program begins. All students whose course of study will involve direct patient contact, or who will work in patient care areas, or who will come in contact with patient-related items like food will be required to take the influenza

vaccination. Students who are unable to take the influenza vaccination will be required to wear a surgical mask.

- G. Provide written communication to the Hospital regarding its performance in providing clinical experiences.
- H. Withdraw a student from his assigned clinical education experience at the Hospital when, in the District's judgment, the clinical experiences do not meet the needs of the student, or for any other reason deemed necessary, in the District's sole discretion. Written confirmation of withdrawal will be made by the District to the Hospital.
- I. Conduct current criminal background searches, including Level 2 Screening in accordance with Sections 408.809 and 435.04, Florida Statutes when required, driver's license checks, and obtain drug screenings on each practical nursing and surgical tech students. The District shall notify the Hospital if any student has a positive drug screen, a record of unlawful, violent, harassing, or discriminatory behavior, a conviction, guilty plea, or "no contest" plea to any felony, any history of reckless behavior or crime, or other known history involving complaints of dishonesty, poor performance, negligence, harassment, or discrimination. For any position in which the Hospital advises the District that an AHCA **Level 2 Screening** is required, prior to permitting the student to participate in any activities that require such Level 2 Screening, the District shall ensure that such Level 2 Screening is completed and shall provide to the Hospital proof of the student's eligibility. The District shall inform the students of such Level 2 screening requirements and fees and shall assist the students in obtaining verification of Level 2 Screening and eligibility, and shall either be responsible for all fees associated with such requirement or shall require the students to pay such fees. The District shall furnish the attestation that is attached as Exhibit A for all students on whom it is required to conduct background checks.
- J. For students in applicable Allied Health Profession programs, provide all information as reasonably request by the Medical Staff office to comply with the Hospital's policies on such professionals and their clinical practice at the Hospital. For each student, such information may include, as appropriate, the confirmation letter between the District and the Hospital Medical Staff members who will act as clinical instructors/preceptors for its students and the curriculum and student information forms

III. HOSPITAL The Hospital shall:

- A. Provide clinical education experiences as stated in the objectives and philosophy of the Hospital, with supervision appropriate to the academic and clinical level of assigned students.
- B. Provide the physical facilities and other equipment necessary for the clinical education experiences.

- C. Designate a preceptor to be the liaison representative to the District and act as clinical instructor in charge of the clinical education experiences.
- D. Require the District to withdraw a student from assigned clinical education experience when his/her clinical performance is unsatisfactory or behavior is disruptive or detrimental to the Hospital. Notification will be in writing to both the student and the District.
- E. Reserve the right to terminate patient contact by any student at any time. The Hospital shall notify the District immediately by telephone should this become necessary.
- F. Complete and promptly return forms, such as the Student Evaluation Form, as requested by the District.
- G. Provide each student with a statement of philosophy and the clinical objectives of the Hospital Clinical Education Program.
- H. Provide cafeteria facilities, on days assigned to the Hospital, for the District students. The cost of the meals is to be the responsibility of the student.
- I. Provide access to the Hospital library facilities consistent with the needs of the student and library hours.
- J. Have available emergency outpatient treatment for students while in the Hospital for clinical experience. The student will be responsible for charges incurred.
- K. Provide parking space for automobile as necessary.

IV. STUDENT

The District will advise and the Hospital will require that the student:

- A. Be responsible for his/her transportation to and from the Hospital and on reasonable, special assignment by the Hospital.
- B. Complete health forms requested by the Hospital.
- C. Be responsible for following the administrative policies of the Hospital.
- D. Be responsible for wearing the necessary and appropriate uniforms required.
- E. Provide proof of CPR certification for all students providing patient care.
- F. Provide proof of health insurance.
- G. Maintain the confidential nature of patient information, including, but not limited to, patient medical information.
- H. Maintain the confidential nature of the records and business operations of the Hospital.

- I. Provide proof of completion of all required Screening, including Level 2 Screening when required for particular positions by completing and signing the Affidavit of Compliance with Background Screening Requirements (AHCA Form # 3100-0008, August 2010), attached to this Agreement as (Exhibit B).

V. NOTICES All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only when (i) delivered personally, by messenger, or by recognized courier service such as Federal Express, (ii) sent by electronic facsimile with proof of confirmation, or (iii) four days following the day when deposited in the U.S. Mail by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to District, to:

Sarasota County Technical Institute
4748 Beneva Road
Sarasota, Florida 34231
Attention: Executive Director

If to Hospital, to:

Sarasota Memorial Health Care System
1700 South Tamiami Trail
Sarasota, Florida 34239
Attention: Legal Services

VI. TERM Unless earlier terminated, this Agreement shall be for a term of 1 year(s), beginning on the Effective Date. This Agreement shall automatically renew for successive 1 year terms. Each party may terminate the Agreement by giving not less than 30 calendar days written notice to the other party of intention to terminate. However, this will not affect the student(s) then in attendance.

[Intentionally blank]

Signature Page to Affiliation Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

HOSPITAL

DISTRICT

Gwen M. MacKenzie
President and Chief Executive Officer

Jane Goodwin, Chair

Date

Date

2607573. 1

Approved for Legal Content
March 13, 2014, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

EXHIBIT A.

**HEALTH AND BACKGROUND SCREENING ATTESTATION
DISTRICT PROGRAM**

HEALTH OF PROGRAM PARTICIPANTS. School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and,
2. Proof of Rubella and Rubella immunity by positive antibody titers or 2 doses of MMR; and,
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and,
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated; and,
5. Negative drug screen; and,
6. Proof of flu vaccine (annually).

BACKGROUND CHECKS. School has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Hospital is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/GSA
5. Other:_____

ATTENDING STUDENTS:

- 1.
- 2.

STAFF:

- 1.
- 2.

School acknowledges this information will be available as reasonably necessary.

SCHOOL:

Name:

Title:

EXHIBIT B.

**Florida Agency for Health Care Administration (AHCA) - Affidavit of Compliance with
Background Screening Requirements AHCA Form # 3100-0008, August 2010**

Attach doc id: 1411344.1

(See attached)