

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2014, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** ("School Board") and **THE CITY OF NORTH PORT, FLORIDA** through its **NORTH PORT FIRE RESCUE DEPARTMENT** ("Fire Rescue").

WITNESSETH:

WHEREAS, School Board offers to enrolled students a **Health Science** program; and

WHEREAS, the City of North Port, Florida manages a **Fire Rescue Department**; and

WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and **Clinical Skills** in actual patient-centered situations in a **Fire Rescue Department**; and

WHEREAS, The City of North Port, Florida has agreed to make its facility available to School Board for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Responsibilities of School Board**

- (a) **Clinical Program:** School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Fire Rescue, which Program shall be approved in advance by Fire Rescue. Such responsibilities shall include, but not be limited to, the following:
 - (i) orientation of students to the clinical experience at Fire Rescue;
 - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Fire Rescue;
 - (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Fire Rescue;
 - (iv) continuing oral and written communication with Fire Rescue regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) supervision, in coordination with Fire Rescue, of students and their performance at Fire Rescue;
 - (vi) participation, with the students, in Fire Rescue's Quality Assurance and related programs;
 - (vii) performance of such other duties as may from time to time be agreed to between School Board and Fire Rescue;All students, faculty, employees, agents and representatives of School Board participating in the Program at Fire Rescue (the "Program Participants") shall coordinate their activities with the Fire Rescue's Coordinator of Education.
- (b) **Student Statements:** School Board shall require each Program Participant to sign a Release of Liability and Student Participation Agreement in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.
- (c) **Insurance:** School Board is self-insured for liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) **Health of Participants:** All Program Participants shall pass a medical examination acceptable to Fire Rescue and prove free of tuberculosis, verified via School Board application paperwork, prior to their participation in the Program at Fire Rescue at least once a year or as otherwise required by Florida law. School Board or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in cases of illness or injury while participating in the Program at Fire Rescue. In no event shall Fire Rescue be financially responsible for said medical care and treatment.
- (e) **Dress Code; Breaks:** School Board shall require the students to dress in accordance with dress and personal appearance standards approved by the School Board. Such standards shall be in accordance with Fire Rescue's standards regarding same. All Program Participants shall remain on the Fire Rescue premises for breaks, including meals. Program Participants shall pay for their own meals at Fire Rescue.

(f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Fire Rescue. School Board shall have a specially designated staff for the performance of the services specified herein. School Board and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Fire Rescue, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Fire Rescue or the performance of services therein.

2. **Responsibilities of Fire Rescue**

- (a) Fire Rescue shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Fire Rescue. Fire Rescue shall provide the opportunities for such students, who shall be supervised by School Board and Fire Rescue, to observe and assist in various aspects of nursing, EMS and allied healthcare fields. Fire Rescue shall coordinate School Board's rotation and assignment schedule with its own schedule and those of other educational institutions. Fire Rescue shall at all times retain ultimate control of the Fire Rescue and responsibility for patient care.
- (b) Upon the request of School Board, Fire Rescue shall assist School Board in the evaluation of each Program Participant's performance in the Program. However, School Board shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall, to the extent allowed by law, indemnify and hold harmless Fire Rescue for any expense or claim incurred by Fire Rescue as a result of Fire Rescue's assistance in evaluation and grading of Program Participants hereunder.

3. **Withdrawal of Program Participant**

Fire Rescue may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Fire Rescue when his/her clinical performance is unsatisfactory to Fire Rescue or his/her behavior, in Fire Rescue's discretion, is disruptive or detrimental to Fire Rescue and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Fire Rescue.

4. **Independent Contractor**

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Fire Rescue, nor shall Fire Rescue, its employees, agents, or any of its representatives be considered agents, representatives, or employees of School Board. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. No Program Participant shall look to Fire Rescue for any salaries, insurance, or other benefits.

5. **Confidentiality**

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Fire Rescue and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Fire Rescue. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Fire Rescue with the option of pursuing remedies for breach or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School Board.

6. **Indemnification**

School Board, in an amount not to exceed the tort liability limits in §768.28, Florida Statutes, shall indemnify and hold harmless Fire Rescue and its officers, medical and nursing staff, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, incurred by Fire Rescue in defending or compromising any claims or actions brought against Fire Rescue relating to or arising out of any act or omission of the School Board or the Program Participants under this Agreement, including, but not limited to, claims for personal injury, professional liability or, with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided

under applicable Florida Law. Fire Rescue, in an amount not to exceed the tort liability limits in §768.28, Florida Statutes, shall indemnify School Board and its employees against any liabilities, claims, damages, and expenses, including reasonable attorneys' fees, incurred by School Board in defending or compromising any claims or actions brought against School Board arising out of or related to the Fire Rescue's employees' or representatives' performance of duties hereunder. This provision does not and shall not be construed to waive Fire Rescue's entitlement to Sovereign Immunity as provided under applicable Florida Statutes.

7. **Term: Termination**

- (a) The initial term of this Agreement shall be for three (3) year(s), commencing January 2, 2014, and expiring January 1, 2017, unless otherwise terminated as provided herein.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60) days written notice, provided that all students currently enrolled in the Program at Fire Rescue at the time of notice of termination shall be given the opportunity to complete their clinical Program at Fire Rescue, such completion not to exceed six (6) months.

8. **Entire Agreement**

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

9. **Severability**

If any provision(s) of this Agreement is held to be invalid or unenforceable, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision(s).

10. **Captions**

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. **No Waiver**

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

12. **Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

13. **Assignment Binding Effect**

School Board may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Fire Rescue. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14. **Notices**

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by Federal Express, or Express Mail and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Fire Rescue:

City of North Port
William Taaffe, Fire Chief
4980 City Center Blvd
North Port, FL 34286

School Board:

The School Board of Sarasota County, Florida
Attention: SCTI Director
4748 Beneva Road
Sarasota, Florida 34233;

Or, to such other persons or places as either party may from time to time designate by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove stated.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
Jane Goodwin, Chair

Approved for Legal Content
March 6, 2014, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____

CITY OF NORTH PORT

By: _____
James Blucher, Mayor

Attest:

Helen Raimbeau, City Clerk

Approved As To Form And Correctness:

Robert K. Robinson, City Attorney

EXHIBIT A

**RELEASE OF LIABILITY
and
STUDENT PARTICIPATION AGREEMENT**

In consideration of my participation in the Clinical Training Program (“Program”), provided by an agreement between the Sarasota County School Board and the City of North Port (“Department”), I hereby agree as follows:

- 1. Student Status.** I understand and agree that I am a student in the Program, and not an employee of the Department for any purpose and that as a student I am not entitled to any of the benefits employees of the Department receive, including, but not limited to, wages or other compensation, insurance and workers’ compensation coverage.
- 2. Release of Liability.** I understand that my participation in the Program could result in injury or death to myself due to the inherent nature of the Program. I fully accept and assume responsibility for all such risks and all responsibility for losses, costs and damages that I, my family or my estate may incur as a result of my participation in the Program, and forever waive and release any claims based on such injury or death, unless the injury or death is a result of negligence or intentional misconduct by the Department, its employees or agents.
- 3. Not a Minor.** I warrant that I am at least eighteen (18) years of age.
- 4. Independent Legal Advice.** I am signing this Release of Liability and Student Participation Agreement freely and voluntarily. I have been provided with the opportunity to seek independent legal advice as to the effect of this agreement.

Dated: _____

Program Participant Signature

Witness Signature

Print Program Participant Name

Print Witness Name

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and the Agreement between The School Board of Sarasota County, Florida and the City of North Port (“the Fire Rescue Department”) to keep confidential any information regarding the Fire Rescue Department patients, as well as all confidential information of the Fire Rescue Department. The undersigned agrees, under penalty of law, not to reveal to any person or persons, except authorized clinical staff and associated personnel, any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of the Fire Rescue Department, except as required by law.

Dated this: _____ day of _____, 20__.

Program Participant

Witness

EXHIBIT C
Insurance