

EDUCATION AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY
AND
TIDEWELL HOSPICE, INC.

This agreement (the "Agreement") made between **The School Board of Sarasota County** (hereinafter referred to as "School") and **Tidewell Hospice, Inc.** (hereinafter referred to as "Hospice"), and entered into this ____ day of _____ 2015. Each referred to as "Party" and collectively the "Parties."

WHEREAS, Hospice is licensed by the State of Florida Agency for Health Care Administration ("AHCA") and is certified to participate in Medicare and Medicaid programs as a hospice; and

WHEREAS, Hospice administers a program of palliative and supportive services, including interdisciplinary care services to meet the physical, psychological, social and spiritual needs of terminally ill patients and their families; and

WHEREAS, Hospice care is primarily palliative rather than curative, and is designed to allow terminally ill patients to continue life with minimal disruption, primarily in a home environment; and

WHEREAS, the purpose of this Agreement is to guide and direct a working relationship between School and Hospice in providing learning experiences for students as partial requirement towards a Bachelors of Science Degree in Nursing. The Parties agree as follows:

ARTICLE ONE

DEFINITIONS

Article One contains definitions of common terms used in Hospice and is provided for informational purposes.

1.1 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.

1.2 "Hospice" as defined by Fla. Stat. § 400.601(3) means a centrally administered corporation providing a continuum of palliative and supportive care for the Terminally Ill patient and his or her family.

ARTICLE TWO

RESPONSIBILITIES OF SCHOOL

School shall do or cause to be done the following:

2.1 Respect the corporate structure and policies and operational procedures of Hospice and conduct itself in a cooperative manner, using professional communication, to assist and support Hospice in planning for and engaging in observational and learning experiences for School's students.

2.2 Assure that School's students are notified there is an expectation that they abide by the rules, standards, regulations and procedures of Hospice, and withdraw any student from Hospice at the request of Hospice for sufficient cause.

2.3 Establish guidelines and objectives for the instruction of School's students at Hospice and screen them for preparedness for placement in hospice setting.

2.4 Provide access to a School faculty member during student experiences at Hospice.

2.5 Provide professional liability insurance coverage for School faculty and students involved in learning experiences at Hospice. School shall provide evidence of such insurance upon the request of Hospice.

2.6 Provide School's students and faculty involved in learning experiences at Hospice education regarding the privacy requirements of HIPAA (Health Insurance Portability and Accountability Act of 1996). School shall provide Hospice with written evidence of this education.

ARTICLE THREE

RESPONSIBILITIES OF STUDENT

3.1 Provide evidence to Hospice that the student has up to date immunizations and PPD testing.

3.2 *Background Checks* - All students must be in accordance with Background Checks Administrative Rule 59-A-35.

A background check and health and drug screen will be conducted (or have conducted) on each and every student who will have direct or indirect contact with Tidewell Hospice patients. All students that are expected to provide direct care or services or have access to client property, funds or living areas; and all contractors expected to provide personal care or personal services directly to clients.

The background check must meet requirements stipulated in the Level 2 screening process.

Should the background check disclose adverse information, student shall immediately be removed from participation in the Hospice program.

ARTICLE FOUR

RESPONSIBILITIES OF HOSPICE

Hospice shall do or cause to be done the following:

4.1 Respect the corporate structure and policies and operational procedures of School and conduct itself in a cooperative manner, using professional communication, to assist and support School in planning for and providing observational and practice experiences for School's students.

4.2 Assist in the orientation of School's faculty and students to Hospice's physical facilities, policies and procedures, as required.

4.3 Assist in the evaluation of School's students learning and performance.

4.4 Retain the right to recommend termination of the Hospice experience for any student if his/her clinical performance is unsatisfactory and/or the student's behavior is unprofessional.

ARTICLE FIVE

MUTUAL RESPONSIBILITIES

School and Hospice agree to be mutually responsive for the following:

5.1 School's faculty, supervisory staff and students will work together with Hospice's staff and volunteers to maintain an environment that provides quality patient care and quality student learning.

5.2 Representatives of School and Hospice will communicate as often as necessary to accomplish the objectives of this Agreement, but no less than at least once during each student's term of placement of a joint review of the placement.

ARTICLE SIX

TERM

6.1 The initial term of this Agreement shall be for one year effective on the date first above written. Thereafter, the term shall continue for successive one (1) year periods unless

terminated by either Party. Each Party may terminate this Agreement with or without cause upon five (5) days prior written notice to the other Party. In case of termination prior to the end of a term of training, students will be permitted to complete their training experience with contract terms remaining in place.

ARTICLE SEVEN

NO COMPENSATION

7.1 The assignment of students to Hospice for observational and/or practice experience shall be without compensation from Hospice.

ARTICLE EIGHT

INDEPENDENT CONTRACTORS

8.1 It is understood that School and Hospice are independent contractors and engage in the operation of their own respective businesses. Neither Party is, or is to be considered as, the agent of the other Party for any purposes whatsoever. Neither Party has authority to enter into contract or assume any obligations for the other Party or make any warranties or representations on behalf of the other Party.

8.2 Student or School faculty members shall not be employees of Hospice and shall not be entitled to Worker's Compensation under Hospice's coverage, or health care insurance under the plan provided by Hospice for its employee, or other benefit programs of Hospice.

ARTICLE NINE

NON-DISCRIMINATION

9.1 School and Hospice will not discriminate in the assignment of students to Hospice for observational and/or practice experience because of race, color, creed, national origin, or sex.

ARTICLE TEN

NO LIABILITY

10.1 Hospice does not assume any liability for any illness, or any exposure or any injury, in any manner and to any extent that a student or School faculty member may receive during his or her experiences at Hospice. All medical or health care (emergency or otherwise) that a student or School faculty member receives while at Hospice is at the expense of School or the individual(s) involved.

ARTICLE ELEVEN

CONFIDENTIALITY

11.1 Except as required by law, School and its students agree to keep strictly confidential all confidential information of Hospice and its patients and not disclose or reveal any confidential information to any third Party without the express prior written consent of Hospice or its patients. Unauthorized disclosure of confidential information shall be cause for dismissal of student and/or termination of this agreement upon written notice to School.

11.2 To the extent that Hospice maintains records regarding the student's educational experience, such as attendance data and field observations and ratings, Hospice agrees that it shall not release, except to the School or its agents or employees, such personal information contained therein, without the written consent of the student or as otherwise provide by law.

ARTICLE TWELVE

GENERAL PROVISIONS

12.1 *Acknowledgements and Certifications.* By affixing their respective signatures below, the Parties certify that they have read and understand each and every provision in this Agreement. Each Party certifies that it possesses the authority to enter into the Agreement, and that it enters into the Agreement "at arm's length." The execution and performance of this Agreement by each Party has been duly authorized by all necessary laws, resolutions or corporate actions, and the Agreement constitutes valid and enforceable obligations of each Party in accordance with its terms.

12.2 *Amendments.* Hospice and School may change or add to this Agreement by written amendment executed by authorized representatives of the Parties and attached hereto.

12.3 *Assignment.* This Agreement may not be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld.

12.4 *Binding Effect.* Subject to provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

12.5 *Entire Agreement.* This Agreement, including any Schedules and Exhibits, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

12.6 *Execution.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Copies of signatures sent by facsimile transmission shall be deemed to be originals for all purposes of this Agreement.

12.7 *Governing Law.* This Agreement shall be governed by the laws of the State of Florida.

12.8 *Headings.* Article and Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

12.9 *Limitation on Benefits of this Agreement.* It is the express intent of the Parties that no person or entity other than the Parties shall be entitled to bring any action to enforce any provision of this Agreement against either of the Parties, and that the agreements set forth shall be solely for the benefit of, and shall be enforceable only by, the Parties to this Agreement or their respective successors and assigns as permitted hereunder.

12.10 *Marketing and Use of Name.* Neither Party to this Agreement shall use the name of the other Party in any promotional or advertising material without first obtaining written approval from the Party whose name is to be used. Both Parties shall obtain the prior written approval of the other for press releases, media advertisements, or any form of publicity or marketing which concerns the arrangement between the Parties. Approval, if given by either Party, terminates effective as of the date of termination of this Agreement.

12.11 *Non-Discrimination.* Both Parties agree to comply with all applicable Federal, State and local civil rights and human rights laws with reference to the implementation of this Agreement. Participation will not be based on race, age, sex, color, religion, national origin, marital status, sexual orientation, disability, sponsorship, or other similar criteria.

12.12 *Non-Exclusivity.* Nothing in this Agreement shall prohibit either Party from affiliating or contracting with any other entity for any purpose whatsoever.

12.13 *Severability.* If any portion of this Agreement shall be held to violate any law or regulation, the invalidity of such specific provision shall not invalidate any other provision of this Agreement which shall remain in full force and effect. The Parties shall nevertheless exercise their best efforts to accommodate this Agreement to such provisions of law or regulations and to thereby effectuate the terms and intent of the Agreement in compliance with the requirements of law and regulations.

12.14 *Survival.* It is the express intention and agreement of the Parties hereto that Article Eight - Independent Contractors, Article Ten - No Liability, Article Eleven - Confidentiality, and Section 12.10- Marketing and Use of Name, of this Agreement, shall survive the termination of this Agreement.

12.15 *Waiver.* Neither the waiver by either Party of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any rights or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

TIDEWELL HOSPICE, INC.

SCHOOL BOARD OF SARASOTA
COUNTY

5955 Rand Boulevard
Sarasota, Florida 34238

By: _____
Gerry Radford, President and CEO

By: _____
Name: _____

Date: _____

Date: _____

Approved for Legal Content,
January 26, 2015, by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ____ASH_