

## **EDUCATION AFFILIATION AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between **The School Board of Sarasota County Florida** (“School Board”) and **Manatee Memorial Hospital** (“Facility”).

### **RECITALS**

WHEREAS, School Board desires to provide appropriate clinical learning experiences to its students in its **Surgical Technology Program** (“Students”);

WHEREAS, the parties mutually desire to advance student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

WHEREAS, it is deemed advisable and in the best interests of the parties to establish an affiliation for the purposes of carrying out these objectives.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

#### **I. Mutual Responsibilities**

- A. **Assignment of Students.** Students subject to this Agreement are assigned to Facility by School Board for the purpose of developing the Student’s clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).
- B. **Schedule of Assignments.** Prior to the initiation of any program for Students, the School Board shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students’ clinical education experience. The Facility and School Board shall jointly plan the schedule of student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to a clinical area.
- C. **Designated Representative.** The Facility and School Board shall each appoint a designated representative to coordinate the clinical education experience, and to work with the School Board’s instructors and Students to facilitate a meaningful experience.
- D. **Changes in Curriculum, Program and Staff.** Each party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience. Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.

- E. Compliance with Applicable Laws. The parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.
- F. Nondiscrimination. Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.
- G. Relationships Between Facility, School Board and Students.
1. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for, or bind the other party in any manner. Facility and School Board shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between School Board and Facility.
  2. Students. The parties acknowledge that the Students of the School Board are fulfilling specific requirements for their educational or clinical experience as part of a degree and therefore, the Students of the School Board are not to be considered employees of either the School Board or the Facility, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Facility shall not pay any remuneration or wages to any Student.
- H. Right to Withdraw Student from Program.
1. By School Board. School Board may withdraw a student from the program at any time, upon written notice to the Facility.
  2. By Facility. Facility will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care or where, in the sole discretion of the Facility the Student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Facility will notify the School Board of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the School Board after reviewing the matter and considering whatever factual information the Facility provides for the School Board; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.
- I. Inspection of Records. In accordance with the Social Security Act and Regulations thereunder or as otherwise provided by law, School Board, Facility, third party payors, the Secretary of Health and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law. When any of the requirements of this Agreement are provided by subcontract with a value of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period or when otherwise required by law, the right to access to all books and records pertaining to the services shall be included in each subcontract.

## **II. School Board Responsibilities**

- A. School Board will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program within a reasonable time before the beginning date of the clinical education program. School Board is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of Students. School Board will notify Facility in writing of any change or proposed change in a Student's status.
- B. School Board will assign only those Students who have satisfactorily completed those portions of School Board curriculum that are prerequisite to Program participation.
- C. School Board shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility, and will provide verification of those checks to Facility.
- D. Liability Insurance. School Board shall, at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:
  - 1. Professional liability insurance coverage, with a minimum of \$1,000,000 each occurrence and a minimum of \$1,000,000 in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and

2. General Liability insurance, through a program of self insurance, with limits to the fullest extent recoverable under Florida Statute 768.28.

The above coverage amounts shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, School Board shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

School Board shall provide Facility with Certificates of Insurance, evidencing the insurance coverages listed above, ten (10) days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to Facility. Facility shall have the right to terminate this Agreement upon written notice to School board for any breach of this section.

Failure of Facility to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Facility to identify a deficiency from evidence that is provided shall not be construed as a waiver of School Board's obligation to maintain such insurance.

## **E. Representations and Warranties.**

- 1. School Board represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the

services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Facility. If School Board's personnel will be on site at Facility's premises, then School Board additionally represents that it evaluates each student's performance and each person performing services under this Agreement (1) has been oriented to Facility policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law") and advised each student that they must provide proof of immunizations directly to the Facility; (3) has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law; and (4) has evaluated and reviewed each person's references, when applicable. School Board shall provide Facility with evidence of compliance with this paragraph upon request.

2. School Board also represents and warrants to Facility that neither School Board nor any person providing services on behalf of School Board is a "Sanctioned Provider" meaning that neither School Board nor such representatives (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in School Board or any person providing services on behalf of School Board being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and School Board shall immediately notify Facility of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Facility to terminate this Agreement immediately.
3. School Board further represents and warrants that no physician who is or may be a referral source to Facility (as said term is defined at 42 U.S.C. section 1395x(r) nor any "immediate family member" of a physician owns or holds and "ownership or investment interest" in School Board. For purposes of the preceding sentence, the term "immediately family member" shall have the meaning described in 42 C.F.R. section 411.351 and the term "ownership or investment interest" shall have the meaning described in 42 U.S.C. section 1395nn(a)(2).

F. Confidentiality of Patient Information (HIPAA Requirements). School Board shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

1. School Board shall require each student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Facility will provide.

2. School Board further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Facility patients, School Board, its Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.
3. School Board agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.
4. School Board's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.
5. Solely for the purpose of defining the student's role in relation to the use and disclosure of Facility's protected health information, such Student's are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, such Students are not and shall not be considered to be employees of the Facility. School Board will notify each student of his or her status and responsibilities pursuant to this Agreement.

G. Confidentiality of Facility Information. School Board understands and agrees that in connection with this Agreement, School Board and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, School Board agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by School Board's duties under this Agreement and with the consent of Facility, School Board may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. School Board will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

H. Publications. School Board will prohibit the publication by the Students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a student must clearly reflect that neither the School Board nor Facility endorses the article, even where a review has been made prior to publication.

I. Health Requirements. School Board shall advise each affiliating student that they must receive and provide evidence of having received any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. School Board and the affiliating student shall, to the extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned student may have. School Board and/or potentially exposed student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.

- J. Facility Policies, Rules, and Regulations. School Board shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. School Board will specifically cover with each Student his or her responsibility to:
1. Observe and respect all patient's rights, confidences, and dignity:
  2. Dress in appropriate attire for the clinical experience as established by the Facility, including name tags, if required: and
  3. Acknowledge that Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, Facility agrees to provide Students with first aid emergency care, which expense shall be that of Students, not Facility.
- K. Indemnification. School Board, to the extent allowed by law, shall indemnify and hold harmless Facility and its officers, medical and nursing staff, representatives, and employees from and against all liabilities, claims, damages, and expenses relating to or arising out of any act or omission of the School Board or the Students 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. Facility shall indemnify School Board and its employees against any liabilities, claims, damages, and expenses incurred by School Board in defending or compromising any claims or actions brought against School Board to the proportion and extent arising out of or related to the Facility's employees' or representatives' performance of duties hereunder.
- L. Business Associate Agreement. School Board shall not have access to Facility patients' PHI and, in the event this occurs, School Board shall execute Facility's standard Business Associate Agreement.
- M. OIG Exclusion List. School Board shall perform a query on the Office of Inspector General Website at <http://exclusions.oig.hhs.gov/Default.aspx> with respect to the contracting student to ensure that the student is not on the exclusions database.

### **III. Facility Responsibilities**

- A. Patient Care. The Facility shall retain responsibility for patient care and Students shall not be used to replace Facility employees providing care.
- B. Premises and Equipment. Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Facility will make available office, library and conference space for Students, if applicable.
- C. Staff Supervision. The Facility shall provide staff supervision, in conjunction with the faculty from School Board, for the Students in the program.
- D. Orientation. The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the clinical educational experience at Facility.

- E. Student/Faculty Evaluation. Facility will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the School Board.
- F. Emergency Services. On any day when a Student is participating in the clinical education program at its facilities, Facility will provide to such Student necessary emergency health care or first aid for accidents occurring in its facilities. The Student will be responsible for the costs of all care.

#### **IV. Terms of Agreement**

- A. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years. Provided, however, that either party may terminate this contract upon thirty (30) days written notice at any time and for any reason, further provided that all Students currently enrolled in the program at the Facility at the time of notice of termination shall be given the opportunity to complete their program at the Facility.
- B. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.
- C. In the event of termination before any participating student(s) has completed the then-current term, such student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

#### **V. Miscellaneous**

- A. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.
- B. Construction. The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.
- C. Notice. All notices, demands, requests, or other communications required to be given or sent by School Board or Facility, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

1. To School Board  
The School Board of Sarasota County  
Suncoast Technical College  
4748 Beneva Road  
Sarasota, FL 34233  
Attn: Executive Director
2. To Facility:  
Manatee Memorial Hospital  
206 Second St. East  
Bradenton, FL 34208  
Attn: CEO

- D. Assignment. This Agreement or any obligations thereunder shall not be subcontracted or assigned except to an affiliate or purchaser of Facility.
- E. Governing Law. This Agreement shall be construed in accordance with the laws of the state in which Facility is located.
- F. Entire Agreement/Merger. This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.
- G. Amendment. No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.
- H. Captions. All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.
- I. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.
- J. No Right of Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.
- K. Waiver. Neither the waiver by any of the parties hereto 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 right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
- L. Limitations on Liability or Remedy. Any limitations on liability and/or remedy provisions in the Agreement, including, but not limited to, damage amount limitations or available remedies, are hereby deleted.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

MANATEE MEMORIAL HOSPITAL

THE SCHOOL BOARD OF SARASOTA  
COUNTY FLORIDA

By \_\_\_\_\_  
Kevin DiLallo, CEO & Group V.P.

By \_\_\_\_\_  
Bridget Ziegler, Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_