

**NON EXCLUSIVE STUDENT AFFILIATION AGREEMENT ("AGREEMENT")  
FACE SHEET**

Date of Agreement: 10/1/2017  
Facility Legal Name: Venice HMA, LLC (FL)  
d/b/a: Venice Regional Medical Center  
Facility Address: 540 The Rialto  
City, State, ZIP: Venice, FL 34285

School's Legal Name: The School Board of Sarasota County, Florida  
School Address: 1960 Landings Blvd.  
City, State ZIP: Sarasota, FL 34234  
Phone: 941-927-9000

Applicable Licenses, Certifications, etc: N/A

Term of Agreement: 36 months  
Expiration Date: 9/30/2020  
Effective Date: 10/1/2017 or upon full execution by all parties, whichever is later  
Type of Student (i.e. Clinical, Administrative, etc.): Clinical

Number of Students per rotation: Approximately 10

Term of Training (cite beginning date and ending date including dates of the School's semester):  
Begin Date: 10/1/2017      Ending Date: 6/30/2018 (school year)      School Term Dates: 3 terms

Clinical rotation(s) site is: Venice Regional Bayfront Health

Designated Contract Person for Facility: Kristen Gentry, Chief Operating Officer

Designated Contract Person for School: Carol Lash

**Responsibility for Certain Checks and Testing:**

**The School recognizes that the Facility is a fully functional medical facility, and not an educational institution. This Agreement is by way of a courtesy. The Facility's standards for safety and timely and effective care are not reduced by this Agreement.**

**Background Check**

3. Facility will conduct and pay for Students' Background Checks. ✓

**Substance Abuse Testing**

3. Facility will conduct and pay for Students' Substance Abuse Testing. ✓

The results of the (1) Background Check and (2) Substance Test must already be on file at the Facility before any Student is referred to the Facility.

The attached Standard Terms and Conditions are part of this Agreement. The following Addenda are also part of this Agreement.

Addendum	Title
1	Patient Care Duties to be Provided by Students
2	Patient Care Duties Students Cannot Provide
3	Other Legally Required Testing
4	Student Substance Policy Consent
5	Student Background Consent Form
6	Disclosure and Authorization
7	Government Entity Statement of Legal and Equitable Relief

**AUTHORIZED SCHOOL REPRESENTATIVE**

**FACILITY**

The School Board of Sarasota County, Florida

Venice HMA, LLC.  
d/b/a: Venice Regional Bayfront Health

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Facility, CEO

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

Date: 9/28/17

Approved for Legal Content  
Matthews, Eastmoore, Hardy,  
Crauwels & Garcia, General Counsel  
for the School Board of Sarasota  
County, Florida  
September 26, 2017  
Signed: ASH

**NON EXCLUSIVE STUDENT AFFILIATION AGREEMENT****STANDARD TERMS AND CONDITIONS****1. JOINT RESPONSIBILITIES OF SCHOOL AND FACILITY**

- A. Provide clinical training to Students, including but not limited to the Patient Care Services. See Addendum 1.
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results. Facility shall be solely responsible for determining if Students may participate or remain in the program.

**2. SCHOOL'S RESPONSIBILITIES**

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet the School's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to their clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff *prior to* referring them to Facility:
  - (1) A negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility;
  - (2) A completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine;
  - (3) Any other appropriate immunizations requested by Facility; and
  - (4) Documentation for legally-required testing requirements noted. See Addendum 3.
- E. Ensure that Students are aware of the Substance Policy. See Addendum 4.
- F. Provide the Facility with a copy of each Student's completed (1) Substance Policy Consent Form (See Addendum 4) and (2) Background Consent Form (See Addendum 5). The School may instruct the Student to provide the forms to the Facility; however the completed forms and results must be on file at the Facility before any Student is referred to the Facility.
- G. Ensure that the following background checks have been completed *before* referring Students to Facility (See Face Sheet to determine who will be responsible for the cost and actual performance of the background checks):
  - (1) Office of Inspector General ("OIG") List of Excluded Individuals/Entities

School shall not refer Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, or approved software programs, and certain internet sites.

(2) License or Certification

School shall not refer Students whose medical licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. If such sanctions resulted from controlled substance use, and the Students have successfully completed a rehabilitation program, School may refer them so long as they undergo periodic substance abuse testing as determined by the Facility.

(3) Criminal Records Check

Students' criminal records shall be checked at the federal, state, and local levels *before* referring Students to Facility and thereafter as often as is required by law. The Facility CEO will have the authority to make the final decision regarding the referral of any Student with a criminal record. Students must execute a Student Background Consent Form (See Addendum 5).

(4) Other Background Checks Required By Law (See Addendum 3).

- H. No Facility materials related to this Agreement shall be circulated or published without the Facility's prior written consent.

### 3. FACILITY'S RESPONSIBILITIES

- A. Provide clinical experiences to Students, as mutually agreed upon by the parties.
- B. Orient Students and School clinical instructors who visit Facility on matters such as Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- C. Provide first aid for clinical accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- D. Provide reasonable storage space for Student's apparel and personal effects, and classroom or conference room space at Facility for program use.

### 4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. In any event, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue until the Students complete current clinical rotations (if practicable).
- C. Either party may immediately terminate this Agreement if the other party is insolvent or bankrupt.

### 5. INSURANCE

- A. Documentation shall be provided that:

- 1) Students have health insurance or accident insurance during their clinical rotation;
  - 2) Clinical instructors and other School staff present on Facility grounds have worker's compensation insurance (or, if School is government entity, School shall maintain the government version of such insurance); and
  - 3) Students have professional liability coverage of at least \$1 million per occurrence / \$3 million aggregate of the "occurrence" type of coverage.
- B. If Students' professional liability coverage is the "claims made" type, such coverage shall outlive this Agreement for at least twenty-four (24) months (which may require tail or prior acts coverage). The "retro" date for coverage shall be this Agreement's effective date.
- C. Facility shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of any insurance coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement. The Facility shall be reasonable in deciding if an insurance carrier is reputable/acceptable to it.

## 6. CLAIMS AND NOTIFICATION

- A. Each party shall pay its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

Note: Section 6.B below does not apply to government entities that claim full or partial governmental immunity. See Section 6.C below.

- B. To the maximum extent allowed by law, unless otherwise provided by this Agreement, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, demands, actions, settlements, costs, damages or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities per this Agreement, where such claims, demands, actions, settlements, costs, damages, or judgments relate to its own negligence, actions or omissions or that of its agents, representatives, Students, as applicable, or employees. This Section survives the termination of this Agreement.
- C. Government Immunity- Complete Addendum 7. *If* School claims any type of governmental immunity or is limited in its ability to compensate the Facility for any damages, School shall provide to Facility a list of alternative insurance, monetary, and/or other relief that will be available to Facility. Note that legal or equitable relief from the Facility is the same as that available to Facility from School.
- D. Parties will notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

## 7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. School, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable laws, ("Confidential Information"). School also agrees to inform its Students about their obligations under applicable laws as to Confidential information.

- B. Patient records are Facility property. Retention and release shall comply with all applicable laws. Access to and use of patient information is restricted to only that necessary for this Agreement.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

**8. NOTICES.** Notices or other communications per this Agreement shall be given to the other party as follows:

If to Facility: As stated on Face Sheet

With a copy to: CHSPSC Legal Department  
4000 Meridian Blvd.  
Franklin, TN 37067  
Attn: General Counsel

If to School: As stated on Face Sheet

- 9. ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. DISCRIMINATION** Each party shall comply with all applicable laws relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act, all as amended. This compliance may also include non-discrimination based classifications such as race, color, religion, sex, national origin, age, disability and other legally protected classifications.
- 11. INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
- 12. COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted, and be as effective as an inked original.
- 13. CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
- 14. GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of the state of Facility's is principal location.
- 15. ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this subject matter and it supersedes any prior agreements/arrangements. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

**STUDENT AFFILIATION AGREEMENT - ADDENDUM 1**

Patient Care Duties To Be Provided By Students

**TYPE OF PROGRAM:**

High School  
Vocational / Technical  
Junior College

**ACADEMIC LEVEL:**

High School: Senior  
Vocational/Technical or Junior College: Freshman - Graduation

**EXPERIENCE LEVEL:**

Beginner/Basic  
Some Experience  
Advanced

Students will complete rotations under the direct supervision of the healthcare provider caring for the patient during the clinical rotation. Students shall not provide any direct patient care. Students may only shadow and/or observe patient care upon the willing consent of the patient.

Rotations may include but will not necessarily be limited to: Preadmission Testing, EKG, EEG, Physical Therapy, Occupational Therapy, Speech Therapy, Cardiac Rehabilitation, Medical Imaging, Phlebotomy, Nutrition/Dietitian Services, Respiratory Therapy

**STUDENT AFFILIATION AGREEMENT - ADDENDUM 2**

The Following Patient Care Duties Cannot Be Provided By Students

At no time will the High School student be allowed to provide direct Patient Care

Students cannot prepare or administer any medication, oxygen, blood/blood products or dressing

Students cannot document in the medical record

Students cannot be a witness on a Legal Document

Students cannot be in any non-public area of the hospital without supervision

**STUDENT AFFILIATION AGREEMENT - ADDENDUM 3**

Other Legally Required Testing

Influenza Vaccine or Signed Declination must be completed.

Students with known exposure to contagious diseases or a known contagious disease shall be restricted from all patient contact until the condition resolves.

Any student with an acute illness should not report to the facility and should follow the school's usual notification method.

Any student with an exudative dermatitis or lesions shall be restricted from all direct patient contact.



**STUDENT AFFILIATION AGREEMENT – ADDENDUM 4****STUDENT CONSENT FORM**  
**SUBSTANCE POLICY**

Name of School: School Board of Sarasota County, FL  
 Name of Facility: Venice Regional Medical Center

Facility policy prohibits Students (as well as applicants, employees and contractors) from using “Substances” including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

<b>The Substance Policy</b>
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The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility’s substance abuse policy, including Substance testing.

*Any Student who chooses not to agree to this policy has chosen not to be in the program.*

No Student shall be in the program who:

- Has chosen not to comply with the Facility’s or School’s directives;
- Is unfit for duty; and/or
- Has not passed or failed substance test(s) in the 12 months preceding Student’s placement at the Facility

The School shall:

- Provide the Facility with a copy of each Student’s completed Consent Form or request Student to provide the completed Consent Form to the Facility;
- Conduct testing of Students through a licensed laboratory, if School is responsible for Substance testing; and
- Provide to the Facility copies of each Student’s test result, for every test, if School is responsible for Substance testing.

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

<b>Student Consent, Disclosure and Release</b>
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I choose to:

- Agree with and follow the Substance Policy.
- Provide any specimen(s) and to authorize the School and Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information.
- Release the School and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and related processes.

<b>Student Choice to Consent or Not Consent</b>
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I have read the above and I choose to (check one)

**Consent**

**or**

**Not consent (not to remain or otherwise be in the program)**

<b>Student and Witness Signatures</b>
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Student:

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>Additional Consent for Students under the Age of 18</b>
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As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

\_\_\_\_\_  
Parent and/or Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student's Printed Name

\_\_\_\_\_  
Date

**STUDENT AFFILIATION AGREEMENT – ADDENDUM 5**

**STUDENT BACKGROUND CONSENT FORM**

Name of School:

Name of Facility: Venice Regional Medical Center

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks *before* being allowed to access the Facility.

**The Background Check Policy**

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by the School or the Facility.

*Any Student who chooses not to agree to this policy has chosen not to be in the program.*

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility’s or School’s directives;
- Fails to meet dress code standards and ensures that their attire clearly identifies them as a Student, rather than an employee, agent, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a background test within the twelve (12) months preceding Student’s provision of Patient Care Services.

Safety is not optional. School or Facility shall complete each of the following background checks *before* Students may provide Patient Care Services at Facility:

- Office of Inspector General (“OIG”) List of Excluded Individuals/Entities

Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.

- License or Certification

Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.

- Criminal Records Check

School or Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to train at the Facility and thereafter. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

**Student Choice to Consent or Not Consent**

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand such report(s) may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government and/or private entities and persons to verify the validity of any documentation.

**I have read the above and I choose to (check one)**

- Consent**
- or**
- Not consent (not to remain or be in the program)**

**Student and Witness Signatures**

Student:

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Additional Consent for Students under the Age of 18**

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

\_\_\_\_\_  
Parent and/or Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student's Printed Name

\_\_\_\_\_  
Date

**ADDENDUM 6**

**DISCLOSURE AND AUTHORIZATION**

I authorize the Facility, the School and any persons and entities associated with them, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation or liability.

\_\_\_\_\_  
Print legal first, middle and last name

\_\_\_\_\_  
Social Security Number      DOB

\_\_\_\_\_  
Driver's License # & State Issued

\_\_\_\_\_  
Health License/Certificate # & State Issued

**STUDENT AFFILIATION AGREEMENT – ADDENDUM 7**

**Governmental Immunity Schools Only**

Government Entity Statement of Legal and Equitable Relief Available to Facility

The purpose of this Addendum is for schools that claim any type of government immunity to (1) explain how immunity may limit their liability and (2) list insurance or other sources from which the Facility may seek monetary and other relief.

*It is important that you be clear on immunity and any available relief to the Facility – lack of sufficient relief to the Facility is a critical factor in the Facility deciding to enter into or continue any Agreement.*

Describe the basis of any limitations on liability:

The School Board of Sarasota County is a governmental body which has sovereign immunity except to the extent it is waived by Section 768.28, Florida Statutes.

List the names of entities that may provide relief e.g. insurance along with the amounts of any relief or other sources from which the Facility may obtain relief.

American Casualty Company of Reading, PA, \$1,000,000/claim; \$5,000,000/aggregate