

AFFILIATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2022, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA (“School Board”) and THE CITY OF NORTH PORT, FLORIDA (“City”) on behalf of those affiliates and facilities listed herein and any additional facilities later with notification to School Board.

WITNESSETH:

WHEREAS, School Board offers its students enrolled in a Health Science program the opportunity to observe and interact with fire rescue services; and

WHEREAS, the City provides fire rescue services to the City’s residents through the City’s Fire Rescue District (the “District”); and

WHEREAS, the 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 District (the “Program”); and

WHEREAS, the City has agreed to make its Fire Rescue District personnel and facilities 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 held at the District. The District shall approve the program in advance. Such responsibilities shall include, but not be limited to, the following:
 - i. Orientation of students to the clinical experience at the District;
 - ii. Provision of classroom theory and practical instruction to students prior to their clinical assignments at the District;
 - iii. Preparation of student/patient assignments and rotation plans for each student and coordination of same with the District;
 - iv. Continuing oral and written communication with the District regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - v. Supervision, in coordination with the District, of students and their performance at the District;
 - vi. Participation, with the students, in the District’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 the District; and manager
 - viii. All students, faculty, employees, agents and representatives of School Board participating in the Program at the District (the “Program Participants”) shall coordinate their activities with the District’s Division Chief of Emergency Medical Services.

- (b) Student Statements:
 - (i) School Board shall require each Program Participant to sign a Statement of Financial Responsibility in the form attached hereto as Exhibit A; and
 - (ii) School Board shall require each Program Participant to sign a Statement of Confidentiality in the form attached hereto as Exhibit B.
- (c) Insurance: School Board carries a Student Blanket Professional Liability Insurance policy with limits of \$1 million per person/\$3 million per incident. School Board is self-insured for general 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 the District and prove free of tuberculosis, verified via Suncoast Technical College application paperwork, prior to their participation in the Program at the District at least once a year or as otherwise required by Florida law. School Board or the Program Participant or parent or guardian of 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 the District. In no event shall the District 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 the District's standards regarding same. All Program Participants shall remain on the District premises for breaks, including meals. Program Participants shall pay for their own meals during their participation in the Program.
- (f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at the District. 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 the District, 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 the District or the performance of services therein.
- (g) Eligibility of Students: All students will undergo a Level 1 and Level 2 Criminal Background Check prior to participation at any of the Districts.
- (h) Regulatory Compliance: School Board understands that the District must ensure full compliance with any and all federal, state and local regulations, as well as standards of the Joint Commission. Accordingly, School Board will cooperate with the District by providing relevant documents for each student candidate as reasonably requested by the District, in accordance with applicable law.

2. Responsibilities of The District

- (a) The District shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to the District. The District shall provide the opportunities for such students, who shall be supervised by School Board and the District, to observe and assist in various aspects of nursing, EMS and allied healthcare fields. The District shall coordinate School Board's rotation and assignment schedule with its own schedule and those of other educational institutions. The District shall at all times retain ultimate control of the District and responsibility for patient care.

(b) Upon the request of School Board, the District 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.

(c) The District shall comply with all state and Federal laws and regulations relating to workplace safety.

3. Withdrawal of Program Participant

The District may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at the District when his/her clinical performance is unsatisfactory to the District or his/her behavior, in the District's discretion, is disruptive or detrimental to the District 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 the District. Notwithstanding the foregoing, the District may immediately remove from its premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior and will promptly notify School Board if such an action is required.

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 the District, nor shall the District or any of its agents, 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, and other taxes or benefits. No Program Participant shall look to the District 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 the District and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the District. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide the District 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, to the extent allowed by law, shall indemnify and hold harmless the District and its officers, medical and nursing staff, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, 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.

The District 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 City of North Port's employees' or representatives' performance of duties hereunder.

This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law and any obligation under this section shall be restricted to and shall otherwise not waive the limits on damages and other provisions contained in Section 768.28, Florida Statutes.

7. Term and Termination

(a) The term of this Agreement shall begin January 1, 2023, and remain in effect until December 31, 2023 unless terminated earlier by either party and shall automatically renew on January 1, 2024 and each year thereafter for periods of one (1) year unless terminated by either party.

(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 The District at the time of notice of termination shall be given the opportunity to complete their clinical Program at the District, such completion not to exceed six (6) months. The Board may terminate this Agreement immediately upon providing written notice if Agency materially breaches the terms of this Agreement.

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, including those parties listed in the attached Exhibit A, 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 City. 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:

The City: North Port Fire Rescue District
Attn: Scott A. Titus, Fire Chief
4980 City Center Boulevard
North Port, Florida 34286

The School Board: The School Board of Sarasota County, Florida
Attn: Suncoast Technical College 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.

15. HIPAA

School Board agrees that at all times students are subject to the supervision of the District's administration and are considered part of the District's workforce only for the purpose of access to and disclosure of any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the "Protected Health Information"). School Board shall inform students that they must comply with all rules applicable to students while at the District and that failure to comply shall constitute a cause for terminating such student's assignment to the District.

16. FORCE MAJEURE

- i. Should performance of any obligation (other than payment obligations) created under this Agreement become illegal or impossible by reason of:
 - i. A strike or work stoppage, unless caused by a negligent act or omission of any Party;
 - ii. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - iii. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 - iv. A declared emergency of the federal, state, or local government; or
 - v. Any other cause not enumerated that is beyond the reasonable control of the non-performing party;
 - vi. then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to eliminate the cause of force majeure.

17. NON-DISCRIMINATION

The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.

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 as to Form and Legal Content
by Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM
Date: August 30, 2022

CITY OF NORTH PORT, FLORIDA

PETE EMRICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student in training at the City of North Port, Florida (“North Port Fire Rescue District”), I am not an employee of the City of North Port, Florida (“North Port Fire Rescue District”) and, am not entitled to insurance coverage, if any, Provided to employees of the City of North Port, Florida.

2. In consideration of the benefits in the form of training and experience received at the District, and to the extent provided under the laws and regulations of the State of Florida, I hereby agree that I will be solely responsible for any loss sustained by me, my family, heirs, or any other person(s) or entity(ies) resulting from any injury or illness sustained by me while participating in the health care program

_____ (name of program) operated by The School Board of Sarasota County, Florida, at the District unless loss from such injury or illness arises solely out of the negligence or misconduct of the District or its employees or representatives.

Dated this: _____ day of _____, 202__.

Program Participant

WITNESS

Parent / Guardian Signature:

(Required if student is under the age of 18)

Date: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and the Affiliation Agreement between The School Board of Sarasota County, Florida and City of North Port, Florida or the North Port Fire Rescue District to keep confidential any information regarding the District patients, as well as all confidential information of the District. 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 District, except as required by law.

Dated this: _____ day of _____, 202__.

Program Participant

WITNESS