

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this 6th day of December, 2016, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** ("School Board") and **THE CITY OF NORTH PORT, FLORIDA** ("North Port Fire Rescue").

WITNESSETH:

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

WHEREAS, North Port Fire Rescue 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, North Port Fire Rescue has agreed to make its 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 ("Program") at North Port Fire Rescue, which Program shall be approved in advance by North Port Fire Rescue. Such responsibilities shall include, but not be limited to, the following:
 - (i) Orientation of students to the clinical experience at North Port Fire Rescue;
 - (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at North Port Fire Rescue;
 - (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with North Port Fire Rescue;
 - (iv) Continuing oral and written communication with North Port Fire Rescue regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) Supervision, in coordination with North Port Fire Rescue, of students and their performance at North Port Fire Rescue;

- (vi) Participation, with the students, in North Port 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 North Port Fire Rescue; and
 - (viii) All students, faculty, employees, agents and representatives of School Board participating in the Program at North Port Fire Rescue (the "Program Participants") shall coordinate their activities with the North Port Fire Rescue's Division Chief of Emergency Medical Services.
- (b) Student Statements: School Board shall require each Program Participant to sign a Student Participation Agreement and Release of Liability 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 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 North Port Fire Rescue and shall prove to be free of tuberculosis, verified via Suncoast Technical College application paperwork, prior to their participation in the Program at North Port Fire Rescue at least once a year or as otherwise required by Florida law.
- (e) Program Participant Medical Care: 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 North Port Fire Rescue. In no event shall North Port Fire Rescue be financially responsible for said medical care and treatment.
- (f) 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 North Port 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 North Port Fire Rescue.
- (g) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at North Port 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 all rules and regulations of North Port 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 North Port Fire Rescue or the performance of services therein.

- (h) Eligibility of Students: School Board, at its expense, shall conduct a Level 1 and Level 2 Criminal Background Check on all Program Participants prior to participation at North Port Fire Rescue. Program Participants must meet the screening standards for each background check as set forth in Florida Statutes Sections 435.03 and 435.04.

2. Responsibilities of North Port Fire Rescue

- (a) North Port Fire Rescue shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to North Port Fire Rescue. North Port Fire Rescue shall provide the opportunities for such students, who shall be supervised by School Board and North Port Fire Rescue, to observe and assist in various aspects of nursing, EMS and allied healthcare fields. North Port Fire Rescue shall coordinate School Board's rotation and assignment schedule. North Port Fire Rescue shall at all times retain ultimate control of and responsibility for North Port Fire Rescue personnel, equipment, emergency scenes, and patient care.
- (b) Upon the request of School Board, North Port 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.

3. Withdrawal of Program Participant

North Port Fire Rescue may require School Board to withdraw or dismiss a student or other Program Participant from the Program at North Port Fire Rescue when the Program Participant's clinical performance is unsatisfactory to North Port Fire Rescue or the Program Participant's behavior, in North Port Fire Rescue's discretion, is disruptive or detrimental to North Port Fire Rescue and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease and North Port Fire Rescue may immediately require the Program Participant's removal from North Port Fire Rescue's property.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its Program Participants, agents, representatives, students, or employees shall be considered agents, representatives, or employees of North Port Fire Rescue, nor shall North Port Fire Rescue 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. 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 North Port 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 North Port 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 North Port Fire Rescue. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide North Port 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, to the extent allowed by law, shall indemnify and hold harmless the City of North Port 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. 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 the limits contained in Section 768.28, Florida Statutes. The City of North Port 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.

7. **Term and Termination**

- (a) The term of this Agreement shall be for three (3) years, commencing January 2, 2017, and expiring January 1, 2020, 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 North Port Fire Rescue at the time of notice of termination and not subsequently subject to withdrawal as set forth in Section 3, shall be given the opportunity to complete their clinical Program at North Port 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 North Port 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 and demands 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:

North Port Fire Rescue:	North Port Fire Rescue District
	Attn: William J. Taaffe, Fire Chief
	4980 City Center Boulevard
	North Port, Florida 34286

School Board:

The School Board of Sarasota County, Florida
Attention: 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.

(This space intentionally left blank; signatures to follow)

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: Caroline Zucker
Shirley Brown, Chair
Caroline Zucker

Approved for Legal Content
October 12, 2016, by Matthews Eastmoore,
Attorneys for The School Board of Sarasota
County, Florida
Signed: ASH

CITY OF NORTH PORT, FLORIDA

Jacqueline Moore
Mayor

ATTEST:

Patsy Adkins, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Mark Moriarty
City Attorney

EXHIBIT A

**STUDENT PARTICIPATION AGREEMENT
AND RELEASE OF LIABILITY**

In consideration of the benefits in the form of training and experience in the Clinical Training Program ("Program"), provided by an agreement between the Sarasota County School Board and the City of North Port ("North Port Fire Rescue"), I hereby agree as follows.

1. **Student Status.** I understand that as a student in training at _____
(the "Health Care Facility"), I am not an employee of North Port Fire Rescue and that as a student, I am not entitled to any of the benefits North Port Fire Rescue employees receive, including but not limited to, wages or other compensation, insurance coverage and workers' compensation coverage.
2. **Release of Liability.** I understand that my participation in the Program could result in my injury, illness, or death, due to the inherent nature of the Program. I fully accept and assume responsibility for all such risks and all responsibility for all losses, costs and damages that I, my family, my heirs, my estate, or any other persons or entities may incur as a result of my participation in the Program and forever waive and release any claims based on such injury, illness, or death, unless my injury, illness, or death arises solely out of the negligence or misconduct of North Port Fire Rescue, its employees, or agents.

Date: _____

Program Participant Signature

Program Participant Name

Parent/Guardian Signature (if student is under 18)

Parent/Guardian Name

Witness Signature

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 City of North Port, Florida ("North Port Fire Rescue") to keep confidential all information regarding North Port Fire Rescue's patients, as well as all confidential information related to North Port Fire Rescue. 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 Health Care Facility, except as required by law.

Date: _____

Program Participant Signature

Program Participant Name

Witness Signature

Witness Name