

AFFILIATION AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2025 by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA ("School Board") and BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA ("Affiliated Site") on behalf of those affiliates and departments listed in Exhibit A attached hereto, and any additional departments later with notification to School Board.

WITNESSETH:

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

WHEREAS, Charlotte County Fire & EMS (hereinafter the "Department") manages the Fire 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 at the Department; and

WHEREAS, Charlotte County Fire & EMS has agreed to make its Department 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 The Department, which Program shall be approved in advance by The Department. Such responsibilities shall include, but not be limited to, the following:
 - (i) orientation of students to the clinical experience at The Department;
 - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at The Department;
 - (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with The Department;
 - (iv) continuing oral and written communication with The Department regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) supervision, in coordination with The Department, of students and their performance at The Department;
 - (vi) participation, with the students, in The Department'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 Department;

All students, faculty, employees, agents and representatives of School Board participating in the Program at The Department (the "Program Participants") shall coordinate their activities with the Health Care Facility's Coordinator of Education.

- (b) Student Statements: School Board shall require each Program Participant to sign a Statement of Financial Responsibility 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 The Department and prove free of tuberculosis, verified via Suncoast Technical College application paperwork, prior to their participation in the Program at The Department at least once a year or as otherwise required by Florida law. 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 The Department. In no event shall The Department 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 Department's standards regarding same. All Program Participants shall remain on the The Department premises for breaks, including meals. Program Participants shall pay for their own meals at The Department.
- (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 Department. 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 Department, 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 Department 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 The Department.
- (h) Regulatory Compliance: School Board understands that The Department 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 Department by providing relevant documents for each student candidate as reasonably requested by The Department, in accordance with applicable law.

2. Responsibilities of The Department

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

3. Withdrawal of Program Participant

The Department may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at The Department when his/her clinical performance is unsatisfactory to The Department or his/her behavior, in The Department's discretion, is disruptive or detrimental to The Department 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 Department. Notwithstanding the foregoing, The Department 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 Department, nor shall The Department 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 Department 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 Department and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of The Department. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide The Department 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 Department 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 and shall otherwise not waive the limits on damages and other provisions contained in Section 768.28, Florida Statutes. The Department 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 The Department's employees' or representatives' performance of duties hereunder.

7. Term: Termination

- (a) The term of this Agreement shall begin January 1, 2025, and remain in effect until December 31, 2025, unless terminated earlier by either party, and shall automatically renew on January 1, 2026, and each year thereafter for periods of one 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 Department at the time of notice of termination shall be given the opportunity to complete their clinical Program at The Department, 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 The Department. 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:

Charlotte County: Charlotte County Fire & EMS
 Attention: Fire Chief
 26571 Airport Road
 Punta Gorda, Florida 33982

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 designated 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 Department's administration and are considered part of The Department'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 Department and that failure to comply shall constitute a cause for terminating such student's assignment to The Department.

16. **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: _____
Ron DiPillo Executive Director, Suncoast Technical College

Approved for Legal Content
[INSERT DATE], 2024 by
Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MAC

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

By: _____
Joseph M. Tiseo, Chairman

ATTEST:
Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: _____
Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR25-0386 621

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student in training at _____ ("The Department"), I am not an employee of the The Department and, am not entitled to insurance coverage, if any, Provided to employees of the The Department.

2. In consideration of the benefits in the form of training and experience received at the The Department, 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 The Department unless loss from such injury or illness arises solely out of the negligence or misconduct of the The Department 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 _____ ("The Department") to keep confidential any information regarding the The Department patients, as well as all confidential information of the The Department. 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 The Department, except as required by law.

Dated this: _____ day of _____, 202__.

Program Participant

WITNESS



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Ft. Washington, PA 19034	CONTACT NAME: PHONE (A/C No. Ext): 312-381-2702 FAX (A/C No.): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Company of Reading, Pennsylvania NAIC # 20427 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED The Students of the Schools of the School Board of Sarasota County, Florida 1960 Landings Blvd. Sarasota, FL 34231		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			127309524	07/01/2024	07/01/2025	\$1,000,000 Each Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Students, faculty/advisors and the school are covered under this policy.

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Affinity Insurance Services, Inc.
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Lynn Peterson, Supervisor
Risk Management
Lynn.Peterson@SarasotaCountySchools.net
1960 Landings Blvd., Sarasota, FL 34231
941-927-9000, ext. 32315 •

June 15, 2023

TO WHOM IT MAY CONCERN:

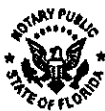
This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until rescinded by official action of the School Board.


Lynn Peterson
Risk Manager

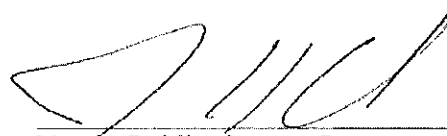
STATE OF FLORIDA
COUNTY OF SARASOTA

WITNESS my hand and official seal

this 15 day of June 2023.



JARETT THOMAS CURTIS
Commission # HH 186408
Expires December 28, 2025
Bonded Thru Budget Notary Services


Notary Public, State at Large
My Commission Expires: