

## **AFFILIATION AGREEMENT (Public Institution with Instructor)**

### **I. PARTIES**

THIS AGREEMENT (the "Agreement") is entered into by and between **THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA** (hereinafter referred to as "Agency"), and **ORLANDO HEALTH, INC.**, a Florida not-for-profit corporation, (hereinafter referred to as "OHI"), this 17th day of March 2021.

### **II. PURPOSE OF AGREEMENT**

It is mutually agreed that the purpose of this Agreement is to provide a learning experience within a clinical setting (hereafter "Rotation") for participants from the Agency (hereafter "Participants"). Therefore, in consideration of the mutual promises contained herein, the parties agree as set forth herein.

### **III. GENERAL PROVISIONS OF AGREEMENT**

A. The Agency's programs included in this Agreement (the "Programs") are set out on Schedule A, which is attached hereto and made a part hereof.

B. Both parties agree that there will be no distinction in placement of Participants because of race, color, religion, sex, national origin, age, handicap, or marital status and agree to adhere to the provisions of applicable Federal and State Laws regarding discrimination.

C. The term of this Agreement shall be two years, commencing July 1, 2021 and ending June 30, 2023. The term of this Agreement may be extended by a written agreement signed by both parties.

D. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party, such notice to be provided in accordance with Section X. H. of this Agreement. In the event this Agreement is terminated pursuant to this paragraph, OHI agrees that no Participants currently participating in a Rotation will be denied the opportunity to complete the Rotation, even if the effective date of termination occurs prior to the completion date of the Rotation. In such event, all applicable provisions of this Agreement, including the right to request withdrawal of any Participant or Instructor pursuant to Section VIII, shall remain in force during the period from the effective date of termination, until the Rotation is completed.

#### **IV. SPECIFIC RESPONSIBILITIES OF THE AGENCY**

A. Agency shall provide one or more instructors (“Instructors”) who are employed by Agency who will possess all necessary professional qualifications, including applicable Florida licensure and/or certifications, to instruct and supervise Participants in the hospital setting. Instructors must also meet the requirements set out on Schedule B, attached hereto and made a part hereof.

B. Agency shall designate a person or persons to coordinate and act as liaison with the appropriate OHI personnel.

C. Agency shall provide the Clinical Learning Department of OHI with a list of Participants and Instructors at least ten (10) days before each Rotation is to start.

D. Agency shall ensure that Participants have the necessary didactic prerequisites to maximize the learning experience at OHI and that Participants meet all requirements specified on Schedule C, attached hereto and made a part hereof.

E. Agency shall ensure that the Participants are advised of the provisions of Section VI of this Agreement and shall require Participants to comply with those provisions as a condition of participating in the Rotation(s).

F. Agency agrees to communicate with OHI’s preceptor (or coordinator) and Participant to assess Participant’s progress as necessary.

G. Agency agrees to maintain insurance coverage of the types and in the amounts specified on Schedule D, attached hereto and made a part hereof. Agency and OHI agree that nothing contained in this Agreement shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

H. Agency will cooperate fully with OHI and its counsel in the defense of any claims against OHI in any way arising out of or connected with OHI’s affiliation with Agency pursuant to this Agreement. Such cooperation, including attendance at depositions, trials, conferences, and the rendering of written reports, will be at no expense to OHI.

I. For each Participant in a clinical Rotation, Agency shall procure and maintain for the duration of participation in the Rotation professional liability insurance covering such Participant for claims, damages, or injuries to persons or property arising out of the activities of such Participant carried out under this Agreement in the amounts specified on Schedule D, attached hereto and made a part hereof. Agency will submit certificates of insurance to OHI evidencing such coverage prior to commencement of the Rotation, and will provide OHI no less than thirty (30) days written notice prior to cancellation.

#### **V. SPECIFIC RESPONSIBILITIES OF OHI**

It shall be the responsibility of OHI to:

A. Provide an appropriate orientation of Participants and Instructors to its facilities and its policies and procedures.

B. Provide opportunities for a Participant learning experience with appropriate supervision; such supervision to be provided by the qualified Instructors provided by Agency or qualified OHI employees designated by Instructors.

C. Retain ultimate responsibility for patient care even if that care is given by a Participant and/or Instructor.

D. Allow Participants and Instructors, at their own expense, to use its cafeteria.

E. Designate a preceptor (or coordinator) from its staff to act as the liaison with Agency in connection with this Agreement.

## **VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT**

It shall be the responsibility of the Participant(s) assigned through this Agreement to:

A. Comply with the policies and procedures of OHI.

B. Comply with the applicable dress code while on duty in OHI.

C. Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.

D. Maintain the confidentiality of all records or information obtained in the course of the Rotation, including but not limited to, patient information. Each Participant will be required to sign OHI's "Agreement for Participation in Scholarly Activities and Confidentiality Agreement."

E. Each Participant will carry health insurance. If a Participant is injured while in OHI, he/she may go to the Emergency Room, but will be charged for the services rendered.

## **VII. SPECIFIC RESPONSIBILITIES OF INSTRUCTOR**

It shall be the responsibility of the Instructor provided by Agency to:

A. Comply with the policies and procedures of OHI.

B. Comply with the applicable dress code while on duty in OHI.

C. Maintain the confidentiality of all records or information obtained in the course of the Rotation, including but not limited to, patient information. Each Instructor will be required to sign OHI's "Agreement for Participation in Scholarly Activities and Confidentiality Agreement."

D. Directly supervise the Participants while the Participants are on duty at OHI and permit Participants to do only those tasks which Participants are trained and qualified to perform and which Instructors are qualified to supervise; or designate a qualified OHI employee to supervise Participants.

E. Report to OHI any events and/or incidents which should be included in patient medical records or OHI records.

F. Each Instructor will carry health insurance. If an Instructor is injured while in OHI, he/she may go to the Emergency Room, but will be charged for services rendered.

## **VIII. REQUEST FOR WITHDRAWAL OF PARTICIPANT OR INSTRUCTOR**

OHI may request the Agency to withdraw any Participant or Instructor from its facilities whose conduct or work with patients, personnel, or medical staff is not in accordance with the policies and procedures of OHI or is detrimental to patients or others, and Agency agrees to immediately withdraw such Participant or Instructor.

## **IX. FERPA**

A. The parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA") (20 USC Sections 1232g, 1232h, and 1232i) and federal regulations issued pursuant to such act, and by Florida law (Section 1002.22, F.S.) and that generally, the student's written consent must be obtained before releasing personally identifiable student education records to anyone other than Agency. Agency agrees to provide guidance to OHI with respect to complying with the provisions of FERPA and Section 1002.22, F.S.

B. OHI agrees to treat all student education records that are specifically identified as such by the parties as confidential and will not disclose such student education records except to Agency and those agents and employees of OHI who need the information to fulfill their professional responsibilities, or as required or permitted by law.

C. The parties acknowledge that the fact that a Participant is mentioned in a record or report that is generated and/or maintained by OHI in the normal course and scope of its operations, and which is not created or maintained by Agency, will not cause such record or report to be considered a "student education record" for purposes of this section.

## **X. MISCELLANEOUS**

A. The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this Agreement shall be

considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Participants and Instructors shall not be considered employees of OHI and are not entitled to any of the benefits accorded to OHI employees, including, but not limited to participation in employee benefit plans, unemployment compensation, and workers' compensation. Participants will receive academic and/or practicum credit for participation in the Rotation and will not receive compensation from OHI. Instructors will receive their normal wages or salaries from Agency and will not receive compensation from OHI.

B. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

C. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the courts of appropriate jurisdiction located in Orange County, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

D. In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorneys' fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings, provided that this shall not be construed as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

E. In the event that OHI incurs any liability, loss, or damage of any kind (including but not limited to costs, expenses, and attorneys' fees) by reason of claims, demands, suits, actions, judgments, and/or executions arising out of or relating to the intentional or negligent acts or omissions of Agency or any Instructor(s) or Participant(s) assigned by Agency pursuant to this Agreement, OHI reserves the right to seek contribution from Agency, subject to the limits established by Section 768.28, Florida Statutes.

F. This Agreement may not be assigned, in whole or in part, by Agency without the prior written consent of OHI, to be exercised or not exercised in OHI's sole discretion.

G. Copies of this signed Agreement shall be placed on file and be available at the Clinical Learning Department of OHI.

H. Any notice to be given hereunder by either party to the other, unless otherwise provided for, must be in writing and may be effected either by personal delivery or by United States certified mail, return receipt requested, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other.

To OHI: Orlando Health, Inc.  
1414 Kuhl Avenue, MP 3  
Orlando, Florida 32806  
Attn: Heather Akers  
Title: Corporate Director Learning

To Agency The School Board of Lake County, Florida  
201 W. Burleigh Boulevard  
Tavares, FL 32778  
Attn: Diane Kornegay, M.Ed.  
Title: Superintendent Lake County Schools

I. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

**XI. SIGNATURES TO AGREEMENT**

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

<sup>DS</sup>  
Hd

Orlando Health, Inc.  
DocuSigned by:  
Signature: Karen Frenier  
7F5474F6D8C244C...  
Print Name: Karen Frenier  
Title: Vice President  
Date: April 29, 2021

The School Board of Lake County, Florida  
Signature: [Signature]  
Print Name: William J. Mathias  
Title: Chairman  
Date: 4-26-2021  
Signature: [Signature]  
Print Name: Diane Kornegay  
Title: Superintendent  
Date: 4-26-2021

## SCHEDULE A

### Agency's Program(s) Included

The following Program(s) of Agency are included under this Agreement:  
*(learning experiences will be at Orlando Health South Lake Hospital facilities)*

#### HIGH SCHOOL PROGRAMS

- **South Lake High School**
  - Nursing Assistant
  - Allied Health Assistant
  
- **Lake Minneola High School**
  - Nursing Assistant
  - Allied Health Assistant
  
- **East Ridge High School**
  - Nursing Assistant
  - Allied Health Assistant
  
- **ESE Transition Program**

## **SCHEDULE B**

### **Requirements for Instructors**

Agency will ensure that all Instructors provided by Agency meet the following requirements, in addition to all necessary professional qualifications (including all applicable licensure and/or certification requirements):

1. Health Status: All Instructors must have current immunizations as follows:

- Hepatitis B
- MMR
- Tdap

Agency will maintain required immunization records and provide copies to OHI upon request. All Instructors must have a current TST or QuantiFERON blood test. Agency will notify OHI of any abnormal results.

2. Criminal Background Check:

A. Agency shall cause a criminal background check to be conducted on all instructors, prior to sending instructors to OHI's facility. The criminal background check must include all cities, counties, and states in which the instructor has resided and in which the instructor has worked at any time during the preceding ten (10) years.

B. OHI will provide Agency with a list of convictions and/or pending charges that OHI has determined will disqualify an instructor from supervising Participants in a Rotation at OHI (See "Student Disqualification Guidelines – Criminal Background" attached hereto-Schedule E, hereafter "Disqualification Guidelines," which shall also apply to Instructors). Agency will not send any instructor who is disqualified to OHI's facility to supervise Participants.

C. Agency must certify to OHI that a criminal background check has been conducted on each instructor in compliance with this requirement and that no disqualified instructor has been sent to OHI's facility to supervise Participants.

D. In the event Agency is unable to determine whether a particular instructor is disqualified pursuant to the Disqualification Guidelines, Agency will consult OHI for OHI's evaluation and determination.

E. OHI reserves the right to require the removal of an instructor at any time if it determines that the instructor is disqualified in accordance with the Disqualification Guidelines.

F. OHI reserves the right to conduct or to require Agency to conduct a Florida Level 2 screening on any instructor when Level 2 screening is required pursuant to applicable law.



## **SCHEDULE C**

### **Requirements for Participants**

Agency will assure that all Participants meet the following requirements:

1. Health Status – All Participants must have current immunizations as follows:

- Hepatitis B
- MMR
- Tdap

Agency will maintain required immunization records and provide copies to OHI upon request. All Participants must have a current TST or QuantiFERON blood test. Agency will notify OHI of any abnormal results.

2. Criminal Background Check –

A. Agency shall cause a criminal background check to be conducted on all Participants over the age of 18 years, prior to sending Participants to OHI's facility to participate in a Rotation. The criminal background check must include all cities, counties, and states in which the Participant has resided and in which the Participant has worked at any time during the preceding ten (10) years.

B. OHI will provide Agency with a list of convictions and/or pending charges that OHI has determined will disqualify a Participant from Rotation participation ("Student Disqualification Guidelines – Criminal Background" attached hereto; hereafter "Disqualification Guidelines"). Agency will not send any Participant who is disqualified to OHI's facility to participate in a Rotation.

C. Agency must certify to OHI that a criminal background check has been conducted on each Participant in compliance with this requirement and that no disqualified Participant has been sent to OHI's facility to participate in a Rotation.

D. In the event Agency is unable to determine whether a particular Participant is disqualified pursuant to the Disqualification Guidelines, Agency will consult OHI for evaluation and determination.

E. OHI reserves the right to require the removal of a Participant at any time if it determines that the Participant is disqualified in accordance with the Disqualification Guidelines.

F. OHI reserves the right to conduct, or to require Agency to conduct, a Florida Level 2 screening on any Participant when Level 2 screening is required pursuant to applicable law.

## **SCHEDULE D**

### **Insurance Requirements**

#### **AGENCY**

Agency shall maintain insurance coverage (including excess coverage) or adequate financial reserves in order to be financially responsible for and capable of paying any claims against Agency and/or Instructor, including any claims in excess of any statutory limitations on Agency's liability.

Agency shall submit proof to OHI evidencing such coverage at the time of the execution of this Agreement, at any renewals thereafter, and upon request of OHI. Agency agrees that OHI will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the coverage described herein.

#### **PARTICIPANT/CLINICAL ROTATION**

During the term of this Agreement and any renewals, Agency shall procure and maintain for each Participant in a clinical Program the following insurance coverage:

Professional liability insurance covering such Participant for claims, damages, or injuries to persons or property arising out of the activities of such Participant carried out under this Agreement. Such insurance shall be in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

## Schedule E

### Student Disqualification Guidelines -Criminal Background

A student will be disqualified from placement at any Orlando Health facility if the student admits to, or a criminal background check reveals, an arrest awaiting final disposition of, or entered a plea of nolo contendere or guilty to, a conviction or any disposition other than a finding of "not guilty" or a complete dismissal of the charges for one or more of the following generic crimes or their equivalents:

- Murder
- Manslaughter
- Carjacking
- Use of a weapon in the commission of a crime
- Robbery
- Theft (including, misdemeanor or felony but not limited to, theft by falsification of financial records or embezzlement
- Credit card fraud/fraudulent use of a credit card
- Passing worthless checks
- Forgery
- Identity theft
- Burglary
- Arson
- Kidnapping
- False Imprisonment
- Home invasion
- Assault
- Aggravated assault
- Battery
- Aggravated battery
- Resisting arrest with violence
- Domestic violence
- Any stalking offense
- Rape
- Sexual battery
- Trespass for sexual purposes (e.g., peeping)
- Lewd and lascivious behavior
- Lewd and lascivious act upon a child
- Lewd act in the presence of a child
- Child abuse
- Child abandonment
- Child neglect
- Any other crime involving physical violence or a crime against a child
- Possession of child pornography
- Sale, delivery or trafficking in child pornography
- Exploitation, neglect, or abuse of a disabled adult or elderly person

- Sale, delivery or trafficking in narcotics (drugs)
- Felony possession of a controlled substance Any other felony level offense involving violation of a drug abuse prevention and control law (including but not limited to felony level possession, sale, purchase, manufacture, or use of controlled substance in violation of applicable law
- Falsification of prescription records
- Felony driving while intoxicated or under the influence of drugs or alcohol
- Terrorism escape or attempted
- Escape from incarceration
- Prostitution

A student who admits to, or whose criminal background check reveals, a criminal conviction or any disposition other than a finding of "not guilty" or a complete dismissal of the charges relating to crimes other than those listed above is not automatically disqualified and may be considered for placement at an Orlando Health facility based on a case-by-case evaluation, including, but not limited to, the following factors: nature of the offense(s); criminal history (pattern/recidivism); remoteness in time of the offense; relevance of offense to position being offered; age at time of offense; and evidence of rehabilitation.