

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made **effective April , 2022**, by and between **ST. VINCENT’S HEALTH SYSTEM, INC. dba ASCENSION FLORIDA AND GULF COAST** on behalf of itself and its affiliates, a Florida not-for-profit corporation (hereinafter referred to as “ASCENSION”), and The School Board of Clay County, Florida (hereinafter referred to as the “SCHOOL”).

WITNESSETH:

WHEREAS, ASCENSION operates an integrated health care system in Florida, Georgia and Alabama that includes the following facilities:

(a.) St. Vincent’s Health System, Inc. and its affiliated hospitals: Ascension St. Vincent’s Riverside, Ascension St. Vincent’s Southside, Ascension St. Vincent’s Clay and Ascension St. Vincent’s St. Johns

(b.) St. Vincent’s Ambulatory Care, Inc. which owns and operates physician practices

(c.) Sacred Heart Health System Inc. and its affiliated Hospitals, Ascension Sacred Heart Pensacola, Ascension Sacred Heart Bay, Ascension Sacred Heart Gulf, Ascension Sacred Heart Emerald Coast

(d.) Sacred Heart Medical Group, which owns and operates physician practices

WHEREAS, SCHOOL wishes to establish a clinical site for the education of its Students, and ASCENSION, as part of its mission, encourages and supports training/education programs; and

WHEREAS, SCHOOL administers education curricula for various health occupations, including Health Sciences for Clay County Students (“Programs”), and seeks to provide, as part of the curricula, supervised experiences at an ASCENSION affiliated location for adult and high school students enrolled in the Programs (“Student(s)”); and

WHEREAS, ASCENSION and SCHOOL have determined that each may best accomplish its objectives by mutual assistance and seek to describe their Affiliation in this Agreement.

THEREFORE, in consideration of the mutual promises set forth herein, ASCENSION and SCHOOL agree as follows:

I. Rights and Responsibilities of SCHOOL

In addition to its rights and responsibilities described elsewhere in this Agreement, SCHOOL shall have the following rights and responsibilities:

A. Assigning Students to Facility. SCHOOL agrees to recommend for placement at one or more of the ASCENSION campuses, or its related clinics (hereinafter referred to as “the Facility(ies)”), only those Students who are qualified pursuant to the requirements established by the SCHOOL, appropriate regulatory agencies, and the Facility, and who have completed a Student Responsibilities Acknowledgement, attached hereto in Attachment A. SCHOOL shall provide a roster of the names of the Students (“Roster”), along with a rotation schedule to the Facility Coordinator (as defined below) prior to the education program. At that time, SCHOOL may also request any educational experiences desired for the Students as part of the educational program. Upon receipt of the Roster, or at any time after an educational experience begins, the Facility may refuse to allow any Student or Faculty (as defined below) to participate in the educational experience if the individual has an unfavorable record from previous employment, another clinical or educational experience, or any other reasonable justification made in good faith. All such decisions shall be made within the discretion of Facility and/or ASCENSION.

B. Faculty. SCHOOL shall designate and communicate to the Facility the name of faculty members who shall be primarily responsible for coordinating the education program conducted at Facility(ies) and monitoring Student progress (hereinafter, “Faculty”). Faculty who will be monitoring Students on site at any Facility are required to meet the same requirements as Students as provided in this Agreement, including health work, orientation, a background check, signing a confidentiality agreement and completing an authorization form.

C. Program Memoranda. SCHOOL will provide the Facility with a description of syllabus requirements or other clinical objective expectations in the form of a Program Memorandum, for each program/discipline association, and such Program Memoranda may be updated or modified from time to time. SCHOOL and Facility will collaborate reasonably toward fulfillment of Program Memorandum expectations, but such expectations shall not constitute the legally binding obligation of Facility. In the event of conflicting provisions in any Program Memorandum and this Agreement, the provisions of this Agreement will control.

D. **OSHA.** SCHOOL will provide health care worker safety education including Occupational Safety and Health Administration's (hereinafter "OSHA('s)'), Tuberculosis Standard Training and Hazard Communication Standard Training, and Bloodborne Pathogen Training to Students and Faculty who may be exposed to blood and body fluids, as applicable, to the extent that such education is part of SCHOOL's accredited curriculum. Facility will provide applicable site-specific OSHA training for Students participating in on-site clinical rotations. SCHOOL will ensure that Students cooperate and participate with Facility in OSHA training for on-site clinical rotation placement.

E. **Health Work.** SCHOOL shall ensure that all Students and Faculty have completed appropriate health work including appropriate diagnostic testing, immunizations and vaccines as required by ASCENSION and/or Facility policies and practices for Student and Faculty health work. Further, each Student and Faculty shall have shown evidence of immunity as required by Facility policies and practices, prior to being granted access to the Facility. All Students in this country on a student visa must have the same documentation for health standards as any other Student. SCHOOL understands and agrees that a student visa is not sufficient to validate health standards.

F. **Background Check Law.** Prior to placement at Facility, SCHOOL shall require that Students shall have a background check performed in accordance with the policies and procedures of ASCENSION and/or Facility. Results of the background check will be given to SCHOOL by Student at least four (4) weeks in advance of the start of the Student's educational experience or as otherwise directed by Facility. SCHOOL will not share the contents or results of the background check with Facility or its employees unless there is an adverse finding on the Student's background check. In the event SCHOOL discovers any adverse result(s) on a Student' background check, SCHOOL shall disclose such findings to Facility within three (3) business days of SCHOOL having received the results of the background check. Further, should Facility request copies of any Student's background check, SCHOOL shall, within three (3) business days of said request, furnish the applicable background check to Facility.

ASCENSION or its designee will notify the SCHOOL whether a Student has been rejected or accepted for participation in the learning experience at the Facility. ASCENSION reserves the right to refuse placement of any individual ASCENSION believes could put its patients, employees and/or visitors at risk.

SCHOOL hereby agrees to notify ASCENSION as soon as possible when the SCHOOL becomes aware that an individual, who is currently on site at the Facility, has been charged with or convicted of any crime or has been investigated by any governmental agency.

SCHOOL shall ensure that background checks are completed for all Faculty who will be monitoring Students on site at any Facility. Should the background check disclose adverse information as to any Faculty member, SCHOOL will not assign that Faculty member to Facility. Documentation of the background check and current license, as applicable, will be provided to Facility upon request.

SCHOOL agrees to be responsible for any issues which may arise as a result of the Facility's reliance on SCHOOL's actions related to the completion of the background check and subsequent placement of individuals at ASCENSION's locations.

G. Policies and Procedures. SCHOOL agrees that all its Students and on-site Faculty shall abide by all applicable bylaws, directives, orders, rules, regulations, policies and procedures of the Facility and its medical staff, including all standards established by The Joint Commission or any other accrediting organization and those related to privacy and confidentiality, including those of patient health care information, and use and possession of alcohol, drugs, and weapons at the worksite.

ASCENSION has a Corporate Responsibility Program ("CRP") which has as its goal to ensure that its customers comply with federal, state and local laws and regulations. The CRP focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. SCHOOL acknowledges ASCENSION's commitment to the CRP and agrees to conduct itself, and ensure the Students and on-site Faculty conduct themselves, in accordance with the underlying philosophy of the CRP.

SCHOOL further acknowledges that the operations of ASCENSION and its affiliates are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated from time to time by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor ("Directives") and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to ASCENSION and its affiliates. The Directives are located at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf> It is the intent and agreement of the parties that this Agreement shall

not be construed to require ASCENSION, or its affiliates, to violate said Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Directives.

Before beginning the educational experience, SCHOOL shall require that Students and on-site Faculty have current Basic Life Support or Advanced Cardiac Life Support training, as applicable. Documentation of the training will be provided to Facility upon request.

Facility may refuse access to a Student or Faculty who fails to comply or fails to meet Facility's standards for safety, health or appropriate conduct. Students and Faculty shall not be deemed to be employees of ASCENSION for purposes of compensation, fringe benefits, workers compensation or any other purpose.

H. Patient Confidentiality. SCHOOL further agrees that its Students and Faculty shall maintain patient confidentiality. If a Student or Faculty member participating pursuant to this Agreement and individual Program Memorandum violates patient privacy under state or federal laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and its' implementing regulations, SCHOOL agrees that such Faculty or Student(s) will be removed from the Program contemplated by this Agreement and relevant Program Memorandum.

I. Accreditation and Licensure. SCHOOL shall maintain at all times during the term of this Agreement: (i) all necessary licensures and approvals from the state where Facility is located; and (ii) with respect to each Program, accreditation from the appropriate accrediting organization, unless such Program does not require specific accreditation. SCHOOL shall immediately notify Facility of any change in its accreditation or licensure status.

Copies of records identified in the above Sections shall be provided to the Facility immediately upon request (subject to law governing confidentiality of such records).

J. Audits. In the event ASCENSION requests SCHOOL to verify Student and/or Faculty requirements, SCHOOL will have 24 hours to produce the actual documentation (proof) of the requirement to ASCENSION. ASCENSION has the ongoing right, but not the obligation, to periodically audit SCHOOL for compliance with ASCENSION's published student/instructor requirements for Student placements under this Agreement. If during the audit SCHOOL is found to be noncompliant, the Student and/or Faculty will not be allowed to continue their

placement with ASCENSION until all requirements have been met. If on a subsequent audit SCHOOL does not meet the ASCENSION's student affiliation requirements, SCHOOL agrees that ASCENSION has the right to discontinue affiliation with SCHOOL.

L. **Student Evaluations.** SCHOOL will be responsible for evaluation of each Student's participation in the educational experience. Facility will provide SCHOOL with information regarding each Student's performance upon reasonable request.

II. Facility Rights and Responsibilities

A. **Accreditation and Licensure.** Facility agrees that it has all the necessary qualifications, certifications and/or licenses to operate the Facilities pursuant to Federal and State laws and regulations.

B. **Facility Coordinator.** Facility shall designate a representative from Facility ("Facility Coordinator") to coordinate the relationship between Facility and SCHOOL. The Facility Coordinator will collaborate with the Faculty from SCHOOL to complete an assessment, as applicable and as provided by SCHOOL, of each Student's skills during the educational experience.

C. **Student and Faculty Access.** ASCENSION agrees to allow the SCHOOL's Students and Faculty access to clinical practice areas as reasonably required to support Students' clinical development. The Faculty and Students shall also have the right to use the Facility's cafeteria, classroom and library facilities, and parking areas.

D. **Number of Placements.** The parties will mutually decide upon an appropriate number of Students in each Program to be assigned to the Facility. The Facility, however, shall have the sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of number of Students on-site at any one time, the number of hours of clinical supervision that Facility can provide over a period of time, or other such description of capacity.

E. **Program Development.** Representatives of the SCHOOL and the Facility will be in contact as often as necessary to coordinate and improve the SCHOOL's

training/education program. The Facility and its employees will cooperate with the SCHOOL's Faculty in planning educational experiences for Students.

F. **Termination of Access to Facility.** ASCENSION and/or Facility reserve the right to immediately terminate the access of a Student or Faculty member to Facility when the Facility and/or ASCENSION believe that the individual exhibits inappropriate behavior, is disruptive, does not comply with applicable Facility rules or policies, or poses a threat to the health, safety, or welfare of a patient, employee, or any other person.

G. **Emergency Medical Services.** Emergency care as is available to the general public will be available to the SCHOOL's Students or Faculty who require such services while they are practicing in the SCHOOL's Program at the Facility. The Student or Faculty member receiving such services shall be responsible to pay the usual and customary charges for such care.

H. **FERPA.** ASCENSION acknowledges that Student educational records are protected by the Family Education Rights and Privacy Act ("FERPA"), and that Student permission must be obtained before releasing Student data to any party except SCHOOL.

I. **SCHOOL Access to Facility.** The Facility shall reasonably permit SCHOOL and its accreditation agencies to visit, tour, and inspect the Facility related to the educational experiences on reasonable advance written notice during the Facility administration's regular business hours, subject to requirements of patient confidentiality and other legal compliance requirements of the Facility and minimizing disruption or interference with Facility operation, including patient care activities.

III. Miscellaneous.

A. **Insurance.** In order to insure against potential liability arising out of the activities performed hereunder, or in any manner related to, this Agreement, SCHOOL and ASCENSION each agree to obtain and maintain, in full force and effect, liability insurance in the types and amounts set forth below. SCHOOL agrees to maintain professional liability insurance (with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate) for its participating Students, Faculty, employees and agents. ASCENSION agrees to maintain professional liability insurance with the aforementioned limits for its employees and agents. Further, both parties agree to individually maintain comprehensive general liability (CGL)

insurance (with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate).

B. Indemnity. To the extent permitted by law, the School shall indemnify, hold harmless, and defend ASCENSION, the Facility and its officers, agents and employees, from all damages and liability, including attorney's fees, arising out of the actions, negligent acts, and/or omissions caused by SCHOOL and its Students, officers, agents, and employees, or arising out of any violation of this Agreement by SCHOOL or its Students. Nothing contained herein shall serve as a waiver by of its sovereign immunity or any other protections provided to SCHOOL by F.S.768.28.

C. Non-discrimination. Both parties agree not to discriminate against Students on the basis of race, national origin, sex, age, creed, handicap or veterans status. It is the policy of ASCENSION to provide service to all persons without regard to race, color, national origin, handicap or age in compliance with 45 CFR Parts 80, 84, and 91, respectively. The same requirements are applied to all, and there is no distinction in eligibility for, or in the manner of providing services.

D. Non-Exclusive. This Agreement is not exclusive, and both parties are free to participate in similar programs with other entities.

E. Entire Agreement. This Agreement supersedes all previous contracts regarding the SCHOOL's Students in all Programs and, with the Recitals set forth above, constitutes the entire agreement between the parties.

F. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof; and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

G. Assignment. This Agreement shall not be assigned without the written consent of the other party; such consent shall not be unreasonably withheld.

H. Amendment. This Agreement may be amended at any time with the signed, written approval of the parties. Such amendments or modifications will be typed separately and signed by the parties, and made a part of this Agreement.

I. Independent Contracting Parties Nothing contained in this Agreement will be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership and joint venture between the SCHOOL and ASCENSION and/or the Facility. Likewise, the Students and Faculty assigned to

the Facility under this Agreement are not Facility or ASCENSION employees and are not entitled to any benefits of employees, including, but not limited to fringe benefits, unemployment compensation, minimum wage laws, social security or worker's compensation coverage.

J. Governing Law and Compliance with Law. This Agreement shall be governed by the laws of the state where Facility is located. All parties under this Agreement agree to abide by all applicable federal, state and local laws and regulations, including, but not limited to, HIPAA, in their performance hereunder.

K. Term and Termination. The term of this Agreement shall commence effective the date first above written and continue thereafter until terminated by either party upon ninety (90) days prior written notice, providing that Students in good standing and participating in clinical studies at the time of said notice of termination will be allowed to complete the curriculum. In the event any provision of this Agreement is breached, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party. If ASCENSION determines that its federal tax exemption or any tax-exempt bond covenant is (or is likely to be) adversely impacted by this Agreement, then ASCENSION may terminate this Agreement by providing at least ten (10) days' notice to SCHOOL.

L. Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given if and when delivered, or sent by certified mail:

If to SCHOOL: Career and Technical Education
Attention: Kelly Moseley, CTE Supervisor
2300 Kingsley Avenue
Orange Park, FL 32073

With a copy to: Attorney for the School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, FL 32043

If to ASCENSION: St. Vincent's Health System, Inc.
1 Shircliff Way
Jacksonville, FL 32204

With a copy to Ascension Legal Services
102 Woodmont Blvd. Suite 800

Nashville, TN 37205

M. **Counterparts.** The parties may execute this Agreement in any number of duplicate originals, each of which constitutes an original, and all of which collectively constitute only one Agreement. The signatures of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or e-mail shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates below written.

ASCENSION

By: _____

Print Name: Thomas J. VanOsdol

Title: President and CEO

Date: _____

SCHOOL

By: _____

Print Name: Mary Bolla

Title: School Board Chair

Date: _____

ATTACHMENT A

STUDENT RESPONSIBILITIES ACKNOWLEDGEMENT

I, _____, a student at _____ (“School”) in the _____ Program desire the opportunity to obtain clinical experience through participation in an education experience at _____ (“Facility”).

1. I understand and agree to abide by: (i) all applicable Facility policies and procedures, including, without limitation, personnel policies and procedures of Facility, including the Ethical and Religious Directives for Catholic Health Care Services as found at <http://www.usccb.org/issues-and-action/human-life-and-dignity/health-care/upload/Ethical-Religious-Directives-Catholic-Health-Care-Services-fifth-edition-2009.pdf>; and (ii) [the requirements of the local Department of Community Health, The Joint Commission and other applicable federal, state, county agency, and/or accreditation bodies](#). I further understand and agree that failure to do so may result in the immediate termination of my participation in the aforementioned educational experience.

2. I understand and agree that I shall not use or disclose to any third party any trade secrets and/or confidential information, facts or documents relating in any way to Facility’s business operations, patients, suppliers, vendors, personnel, contracts or financial condition or any other confidential or proprietary information except as necessary to the completion of my educational experience. I understand the foregoing does not apply to publicly available information or information required by court order or applicable law.

3. I have been provided the necessary HIPAA training and understand and agree to: (i) appropriately access and disclose patient information; (ii) appropriately use Facility’s information system; and (iii) use reasonable safeguards to prevent unauthorized access to or disclosure of Facility’s patient information.

4. I understand and agree to the following terms:

a. As part of the educational experience, I am not, and will not be, an employee of Facility and will therefore will not be eligible for any of the compensation or benefits that Facility’s employees receive;

b. The training provided by Facility is general in nature, and a practical application of material taught in a classroom and is similar to what would be given in a vocational school or academic educational institution;

c. I am not guaranteed employment with Facility following completion of the training period;

d. All training provided by Facility is for my benefit, and not the benefit of Facility. Although the externship opportunity may include direct, hands-on training opportunities for me, Facility receives no immediate economic advantage from my activities and, on occasion, Facility's operations may be impeded by my presence or work;

e. During the training period, I will train under the close supervision of Facility's employees, and will not replace existing Facility employees; and

f. If I am currently employed by Facility in another position, the clinical learning experience will take place outside of my regular working hours, none of the educational experience activities will be directly related to my current job, I will not perform any productive work during the educational experience or displace workers, I will work only under close supervision of a Facility employee or physician, and for anything outside the educational experience, I will clock-in so I will receive pay for services I provide as an employee.

5. I authorize all necessary exchanges of information between Facility and School related to me and my participation in the educational experience.

6. I agree to clearly identify myself as a student, both visually by the wearing of a name badge and in all written and verbal communication, to all patients, providers, and staff during my educational experience.

7. I agree to act only within the scope of my educational experience and, at such times as are necessary, will immediately attempt to resolve any question or doubt I have as to the extent of that scope with the appropriate Facility supervisor.

8. I have been appropriately immunized as required under the Student Affiliation Agreement and agree to submit to any additional health examinations that might be necessary to my participation in the educational experience and further agree to make the results of any such additional examinations available to Facility upon request.

9. I understand that Facility may make emergency care available to me during the term of my educational experience and that such emergency care will not be given without charge. I agree that I will be financially responsible for any medical care provided by Facility, including any emergency care.

10. I understand and agree that Facility retains the right to remove me at any time, if Facility deems such removal to be in the best interests of Facility and its patients.

11. I agree to release Facility from any liability for the loss of or damage to my personal property while on Facility property. I agree to be liable for and indemnify Facility for any claims made against Facility which are based solely on any of my activities. By signing this Student Responsibilities Acknowledgement, I, and my parent or guardian if applicable, acknowledge that I understand the risks of participating in the educational experience and hereby release Facility, its administration, Board of Trustees, employees and agents from any and all liability from my participating in the educational experience. I agree that this Student Responsibilities Acknowledgement shall be binding and of full force and effect upon my heirs, assigns, executors, personal representatives, and guardians, including parents, durable powers of attorney or next of kin.

STUDENT:

Signature _____ Date _____

Printed Name _____ Program _____

PARENT/GUARDIAN (If student is a minor): I hereby agree to the above terms on behalf of the above-named student.

Signature _____ Date _____

Printed Name _____ Program _____