

**CLINICAL AFFILIATION AGREEMENT BETWEEN  
SIGNATURE HEALTH CARE  
AND  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA FOR  
THE BENEFIT OF ORANGE PARK HIGH SCHOOL**

THIS AGREEMENT, by and between the SCHOOL BOARD OF CLAY COUNTY, FLORIDA, for Orange Park High School Raiders Health Academy, hereinafter referred to as "ACADEMY," and SIGNATURE HEALTH CARE, hereinafter referred to as "AGENCY,"

**WITNESSETH:**

**WHEREAS**, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in the ACADEMY, the parties have agreed to the terms and provisions set forth below:

I. **Purpose.** The purpose of this agreement shall be to provide clinical experience to students enrolled in the Health Occupations program in the ACADEMY.

A. Consideration for this agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. The clinical experience shall be provided at the AGENCY'S facility located at 2029 Professional Drive, Orange Park, Florida, 32073, hereafter referred to as "FACILITY."

II. **General Provisions.**

A. The education of the student shall be the primary purpose of the training program.

B. The ACADEMY shall be responsible for the education of the student.

C. The AGENCY and/or a patient have the right to refuse the services of a student.

D. The AGENCY agrees to share in the responsibility for the education of the student through the cooperation and assistance of its staff with the faculty of the ACADEMY in the guidance of the students.

E. The faculty of the ACADEMY shall be responsible for selecting learning experiences for the students with the assistance and cooperation of the AGENCY personnel.

F. The Director of the program and/or faculty reserves the right to visit the FACILITY to observe the students' activities.

G. The ACADEMY will send written objectives of the clinical experiences prior to the arrival of the students.

H. The coordinator will be available for consultations regarding the student when requested by the ACADEMY.

I. While enrolled in clinical at the FACILITY, students (and faculty, if applicable) will be subject to applicable policies of the ACADEMY and the AGENCY. Each party will be responsible for enforcing all applicable policy including that of the other party.

### III. Term.

A. The term of this agreement shall be one (1) year commencing January 1, 2014.

B. Either party may terminate this agreement at any time without cause upon giving thirty (30) days' written notice to the other party. Such termination shall have no effect on students currently receiving clinical experience.

IV. Renewal of Agreement. This agreement shall be reviewed and renewed or revised annually or as needed. Renewal may be a mutual letter of agreement.

### V. Discipline and Withdrawal of Students.

A. The AGENCY may immediately remove from their premises any student who poses an immediate threat or danger to personnel or to the quality of services or for unprofessional behavior.

B. The ACADEMY may at any time withdraw a student whose progress, conduct, or work does not meet the standards of the ACADEMY for continuation in the program. Final action with regard to the student shall be the responsibility of the ACADEMY.

### VI. Academy Responsibilities.

A. The ACADEMY shall place an appropriate number of students at the FACILITY each academic term within the guidelines of the State of Florida Department of Education curriculum framework of the instructor's industry certification. The ACADEMY shall notify the AGENCY at the beginning of each academic term of the number of students it desires to place at the FACILITY for such term.

B. The ACADEMY shall provide health records of students (and faculty, if applicable) upon request by the AGENCY.

C. The ACADEMY shall establish a procedure for notifying the AGENCY in the event that a student (or faculty, if applicable) is/are unable for any reason to report for clinical training. This procedure shall be communicated to the AGENCY.

D. The ACADEMY shall be responsible for scheduling clinical experience for students.

E. The ACADEMY shall provide qualified nursing instructors and documented evidence of the following:

1. Current CPR Certification.
2. Current Florida license or certification to practice in their respected health care profession.
3. Adequate orientation to the FACILITY.

F. The faculty of the ACADEMY shall be responsible for:

1. Planning for concurrent related instruction (informal and formal classroom) as needed to meet the objectives of the program.
2. Maintaining individual records of class and ward instructions, Allied Health Assistant, First Responder, EKG Technician, Nursing Assistant, and evaluation of student competency.

VII. **Agency's Responsibilities.**

A. The AGENCY shall provide orientation to the FACILITY for students beginning clinical experience.

B. The AGENCY shall be responsible for assigning supervisory personnel for the students at all times while present at the FACILITY for clinical experience.

C. The AGENCY supervisory personnel shall evaluate the performance of the individual student as appropriate.

D. The AGENCY shall retain complete responsibility for patient care and shall provide adequate supervision at all times.

E. The AGENCY shall maintain a sufficient level of staff employees to carry out regular duties. Students will neither be expected nor allowed to perform services in the place of staff employees.

F. The AGENCY shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.

G. The AGENCY shall meet all accreditation requirements and certify such compliance to the ACADEMY or other entity requested by the ACADEMY. The AGENCY shall also permit authorities responsible for the accreditation of the ACADEMY'S curriculum to inspect the AGENCY'S clinical facility and service as necessary.

**VIII. Mutual Responsibilities.**

A. Each party shall comply with all federal, state, and municipal laws, rules, and regulations which are applicable to the performance of this agreement.

B. Students shall be treated as trainees and shall have no expectation of receiving compensation or future employment from the AGENCY or the ACADEMY.

C. Any courtesy appointments to faculty or staff by either the ACADEMY or the AGENCY shall be without entitlement of the individual to compensation or employment benefits. Courtesy appointees are not employees of the entity which has bestowed the courtesy appointment.

D. Each party warrants that it shall not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students on the basis of race, religion, creed, color, sex, age, handicap, veteran status, or national origin.

E. The confidentiality of patient records and student records shall be maintained at all times.

**IX. Academy Policies.**

A. The educational program shall consist of no less than eight (8) hours per week of classroom instruction, laboratory practice, and experience in selected learning environments. The division and arrangement of time to include the theoretical and clinical learning environments shall be determined by the faculty and be based upon the needs of the students for specific learning experience to meet the objectives of the program.

B. The students will regularly be assigned for clinical experience on Tuesdays and Thursdays except on holidays or other days deemed as non-pupil contact days.

X. **Miscellaneous Terms.** The following terms shall apply in the interpretation and performance of this agreement:

A. Neither party shall be responsible for personal injury, property damage or other loss or injury to any person, corporation or other entity of any kind or nature whatsoever

except that which is caused by its own negligence or the negligence of its officers, employees or agents.

B. The delay or failure of the performance of any act by either party shall not constitute default under the terms of this agreement and shall not give rise to any claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.

C. This agreement shall in no way be interpreted as creating an agency, partnership or employment relationship between the parties.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below.

**SIGNATURE HEALTH CARE**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Chief Executive Officer

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Vice-President – Operations

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA,  
FOR ORANGE PARK HIGH SCHOOL**

By \_\_\_\_\_  
**Carol Studdard, Chairman**  
**School Board of Clay County, Florida**

By \_\_\_\_\_  
**Charlie Van Zant, Jr., Superintendent**  
**District Schools of Clay County, Florida**

By \_\_\_\_\_  
**Treasure Pickett**  
**Principal, Orange Park High School**

By \_\_\_\_\_  
**Rafael Ramos, R.N., EMT-P**  
**Lead Instructor, Raiders Health Academy**  
**Orange Park High School**