



Health Sciences Affiliation Agreement  
between  
Florida State College at Jacksonville  
and  
School Board of Clay County, Florida

THIS AFFILIATION AGREEMENT, entered into and effective as of August 9, 2011, (the “Effective Date”) by and between Florida State College at Jacksonville, a political subdivision of the State of Florida, (“College”), and The School Board of Clay County, Florida, a Florida body politic and corporate board (“Board”).

WHEREAS, the Board provides educational services including occupational therapy services to certain exceptional education students at various schools located in Clay County, Florida (hereinafter the “Facilities”);

WHEREAS, the College provides approved program of study in the field(s) of Occupational Therapy Assistant, (hereinafter the “Program(s)”), and desires its students in the Program(s) to obtain educational experiences by utilizing appropriate facilities and personnel of third parties;

WHEREAS, Board has the appropriate facilities and personnel for Program students (hereinafter the “Students”), and has agreed to make such facilities and personnel available to College; and

WHEREAS, Board and College desire to cooperate to establish and implement the Program(s) involving the Students and personnel of College, and the facilities and personnel of Board.

NOW AND THEREFORE, in consideration of mutual promises herein, College and Board agree that the above listed Program(s) described herein be established and implemented by Board and College during the term of this Agreement and shall be subject to the following terms and conditions:

1. **RESPONSIBILITY OF BOARD.** Except for acts to be performed by College pursuant to the provisions of this Agreement, Board shall furnish the Facilities, applicable personnel, services and all other items necessary for the educational experience, and, in connection with such Program(s), Board also shall:
  - a) Employ occupational therapy, administrative and direct patient care staff that is currently appropriately licensed to practice occupational therapy in the State of Florida and who are qualified either through experience and/or academically to uphold and demonstrate standards of care as established by Board.
  - b) Coordinate, with the College and staff, the schedules and activities in such a manner as to prevent conflict of schedules in the planned learning experience. This coordination involves the planning with the faculty members for the assignment of students to specific clinical laboratory rotations and experiences, including their attendance at selected conferences, courses and programs conducted under the direction of the Board.
  - c) Cooperate with the College in enforcing College policies and procedures related to Student performance and Student conduct.
  - d) Comply with all applicable requirements of any accreditation authority over Board and College and certify such compliance upon request by College.

- e) Permit the authority responsible for accreditation of College's curriculum to inspect the Facilities, services and all other items provided by Board for purposes of the educational experience upon reasonable notice.
- f) Designate a person to serve for Board as liaison (hereinafter the Board Liaison"), and provide College, in writing, the name and professional and academic credentials, where applicable, of the person proposed as Board Liaison prior to the start of the educational experience(s).
- g) Include appropriate members of the College's faculty in Board staff meetings when policies to be discussed will affect or are related to the Program(s) and/or Students at the Board's discretion.
- h) Provide the Students with an appropriate orientation of Board's policies and procedures.
- i) Provide the Students with learning opportunities under appropriate supervision.
- j) Retain ultimate responsibility for total patient care.
- k) Provide faculty and Students with emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at the Facilities. Payments for such emergency accident care shall be the personal responsibility of the individual at the individual's expense.
- l) Not guarantee it will place or maintain placement of any Student with Board.
- m) Notify College, in writing, of any Student whose work or conduct with clients, patients or personnel is not, in the opinion of Board, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Board's operation. Board may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of occupational therapy services, or for unprofessional behavior. In such event, said Student's participation in the Program(s) at Board shall immediately cease, subject to being resumed only with the mutual written agreement of Board and College.
- n) Encourage an atmosphere conducive to learning.
- o) Provide College faculty with access to current written policies, procedures, standards of care and protocols of Board, including without limitation, access to an Board student's individual educational plan if appropriate, which College acknowledges shall govern College students and faculty involved in the Program(s);
- p) Maintain its operating license and appropriate accreditation.
- q) Provide physical space for student/faculty conferences and meetings while they are on site for educational experiences.
- r) Not displace regular Board employees with Student, nor pay any wages to Student(s) for the time spent in the Program(s).

- s) Obtain a Level II background screening on Students(s), pursuant to Section 1012.32, Florida Statutes at no cost to the Board. Student shall bear all cost of fingerprinting and background check.

2. RESPONSIBILITIES OF COLLEGE. The College shall:

- a) Require a physical examination of all Students and College faculty and staff prior to their participation in the Program(s) at the Facilities. This examination shall include general physical exam, utilizing history and immunization assessment, and TB screening.
- b) Provide Board, in writing, the names of the Students assigned by College to participate in the Program(s) prior to the beginning of the Program's educational experience(s).
- c) Assign only those Students who have satisfactorily completed those portions of College curricula that are a prerequisite to Program participation, as well as appropriate health and background screenings.
- d) Not assign more Students to a clinical unit and/or an instructor than indicated for each Program by the Board.
- e) Advise Student(s) that a Level II background screening shall be required prior to providing any services pursuant to this Agreement. College acknowledges that Students with disqualifying offenses will not be considered for placement at a Facility.
- f) Obtain and maintain for each Student in the Program(s), as a condition of their participation in the Program(s), and during the term of their Program participation at Board, professional liability insurance. Such insurance shall be on a per occurrence basis in amounts no less than one million dollars/three million dollars (\$1,000,000.00/\$3,000,000.00) for personal injuries. Such professional liability insurance shall cover amounts that enrolled Students become legally obligated to pay as a result of injury or damage as a result of a medical incident at the Board. Coverage extends to Faculty solely in their responsibilities for training, advising, and supervising Students enrolled and engaged in the curriculum of the College.
- g) Designate a member of the College's staff (hereinafter the "College Representative") to coordinate the educational experience of Students participating in the Program(s) with the Board Liaison, and provide Board, in writing, the name of the College Representative.
- h) Upon receipt of Board's written notice of a Student or participating faculty whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Board's operation, evaluate such Student's or participating faculty's conduct and take appropriate action. It is understood that, if Board takes action under the provisions of Section 1.(m), that the Student's or participating faculty's participation in the Program(s) at Board shall immediately cease, subject to being resumed only with the mutual written agreement of College and Board.
- i) Not guarantee it will place or maintain the placement of any Program Student at Board.
- j) Agree to require participating faculty, staff and Students to comply with the applicable policies and procedures of the Board during the course of their participation, to the extent permitted by law and, in so far as they do not conflict with any of the College's policies and procedures, including those governing the use and disclosure of individually identifiable health information under Federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPAA").

Solely for the purpose of defining the Students' role in relation to the use and disclosure of the Board's protected health information, such Students are defined as members of the Board's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Board.

- k) Agree to require Program Students, faculty and other College-employed Program participants, as a condition of their participation in the Program(s), to execute a Confidentiality Statement in the form set forth in "Exhibit A", or in another form mutually accepted by the parties, with the Board, acknowledging their responsibility under applicable Federal law and regulations, including but not limited to regulations under HIPAA, to keep confidential any information regarding Board students as well as confidential information of the Board.
  - l) Establish and maintain for this clinical placement, curriculum standards and educational policies that meet College standards and applicable licensing and accreditation requirements.
  - m) Administer, organize and operate the overall clinical educational Program(s).
  - n) Provide course outlines to Board that include objectives, goals and classes for each course providing clinical experience.
  - o) Provide Board with a copy of the Student Handbook that sets forth the rules governing student behavior.
3. **RESPONSIBILITY TO INFORM STUDENTS.** The College shall inform its Students in the Program(s) that as participants in the Program(s) they are required to:
- a) Comply with the policies and procedures of Board, to the extent permitted by law and, in so far as they do not conflict with any of the College's policies and procedures, including the Board's policies on confidentiality and disclosure of information. In the event of a conflict representatives of College and Board shall confer to reach an amicable resolution
  - b) Comply with state and federal laws and regulations.
  - c) Provide and wear the necessary and appropriate uniform while on duty at Board.
  - d) 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.
  - e) Maintain the confidentiality of all records or information exchanged in the course of the Program(s).
  - f) Acknowledge and agree that neither the College nor the Board guarantees to place or maintain placement of any Program Student under this Agreement.
  - g) Execute and abide by the Confidentiality Statement (Exhibit A) pursuant to Section 2(j) above.
4. **PROGRAM COORDINATION.**
- a) College and Board agree to work together to establish and maintain a quality Program. Board agrees to take an active role in suggesting education policy, curriculum, and course content.

- b) College and Board agree to provide representatives to form a Liaison Committee to meet periodically to fashion, discuss, evaluate, and make recommendations to revise the Program experience at Board. College agrees upon request to provide representatives from College faculty to serve on Board committee(s) relevant to the Program(s).
  - c) The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than College. The parties agree that each shall be governed by their respective legal counsel in making compliance determinations regarding FERPA. If there is a dispute as to appropriateness of disclosure, neither party shall disclose information until such time as legal counsel has conferred and a solution has been agreed upon.
  - d) Neither party, nor any joint committee, shall have the power to obligate College or Board resources, or commit either, to any particular action.
  - e) Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of the Joint Commission, the Florida Department of Health, the Florida Agency for Health Care Administration, and all other agencies and departments with licensing or regulatory authority over Board or College, as well as their own respective institutional rules and regulations.
  - f) The parties hereto acknowledge and agree that both Board and College are political subdivisions of the State of Florida. As such College's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations and District Board of Trustees Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein and Board's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida Administrative rules and Policies of the Board which are applicable to Board's operations, commitments and/or activities in furtherance of the terms specified herein.
  - g) The parties acknowledge that both Board and College, as political subdivisions of the State of Florida are subject to the provisions of Chapter 119, Florida Statutes regarding public access to records.
  - h) The parties agree to keep a current written record of the specific schools where Students are actually participating in the Program.
5. **REQUEST FOR WITHDRAWAL OF STUDENT.** The Board has the right to request the College to withdraw any Student from the Program(s) whose conduct or work with patients or personnel is not, in the opinion of the Director/Administrator of the Board, in accordance with acceptable standards of performance. The College may at any time withdraw a Student whose progress, conduct, or work does not meet the standards of the College for continuation in the Program(s). Final action concerning the Student is the responsibility of the College.
6. **INDEPENDENT CONTRACTOR.** 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 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. Students shall participate in the Program(s) hereunder for the sole consideration of

obtaining an educational experience. No Program Student or participant shall be considered an employee or volunteer of Board by virtue of that Program participation.

7.
  - A. **INSURANCE OF COLLEGE.** Board acknowledges that College is self insured for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the College. Its self insured fund and various policies are authorized pursuant to Florida Statutes and the District Board of Trustees. The College agrees to maintain its self insurance fund and excess policies for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, Florida Statutes.
  - B. **INSURANCE OF BOARD.** College acknowledges that Board is self insured for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by Board. Its self insured fund and various policies are authorized pursuant to Florida Statutes and The School Board of Clay County, Florida. The Board agrees to maintain its self insurance fund and excess policies for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the Board to be sued; or (iii) a waiver of sovereign immunity of the Board beyond the waiver provided in Section 768.28, Florida Statutes.
8. **ASSIGNMENTS.** This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.
9. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of Board and College, and is not intended to create rights or any cause of action in any third parties.
10. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.
11. **TERM/TERMINATION.** The term of this Agreement shall be for a period of three (3) years commencing on the Effective Date and may be renewed for successive three (3) year periods if agreed upon in writing by the parties hereto. If either party to this Agreement wishes to terminate the Agreement early, it is understood that at least ninety (90) days prior written notice shall be given prior to the proposed termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Program(s) shall continue as necessary for the purpose of permitting Students actually participating in the Program(s) at the time of termination to finish the Program(s) at Board.
12. **APPLICABLE LAW.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.
13. **NONDISCRIMINATION.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability or veteran or marital status.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this Agreement, neither College nor Board make any representations, warranties, covenants or undertakings of any kind, express or implied.

15. AMENDMENTS AND MODIFICATIONS. All amendments and modifications to this Agreement shall be made by written mutual consent of both parties, which shall include the date and signatures of parties agreeing to the amendment(s) and/or modification(s).
16. COPIES OF AGREEMENT. Copies of this Agreement shall be placed on file and be available at the College and at the Board.
17. NOTICES. All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

If to College: Dr. Barbara A. Darby  
President, North Campus/Nassau Center  
4501 Capper Road  
Jacksonville, FL 32218  
(904) 766-6500

with a copy to: General Counsel  
Florida State College at Jacksonville  
501 West State Street, Suite 403  
Jacksonville, FL 32202

If to Agency: Terry D. Roth  
Director, Exceptional Student Education  
23 South Green Street  
Green Cove springs, FL 32043

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the day and date first written above, and each agrees to be bound by the provisions hereof.

The School Board of Clay County, Florida

Florida State College at Jacksonville

By: \_\_\_\_\_

Frank Farrell  
Board Chairman  
Federal ID #59-60000552

By: \_\_\_\_\_

Dr. Barbara A. Darby  
President, North Campus/Nassau Center  
Federal ID # 59-1149317

(EXHIBIT A)

CONFIDENTIALITY STATEMENT

School: \_\_\_\_\_

Program(s): \_\_\_\_\_

Facility/Agency: \_\_\_\_\_

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act (“HIPAA”), to keep confidential any information regarding Facility/Board patients, as well as all confidential information of Facility/Board. The undersigned agrees, under penalty of law, not to reveal to any person or persons any specific information regarding any patient, except to authorized clinical staff and associated personnel of the Facility/Board and, as necessary, to other Program Participants/Students at the Facility/Board who are supervising or assisting the undersigned in the provision of services at Facility/Board. The undersigned further agrees not to reveal to any third party any confidential information of Facility/Board, except as required by law or as authorized by Facility/Board.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Program Participant/Student

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name