

**EDUCATIONAL AFFILIATION AGREEMENT
(EDUCATION DEPARTMENT)**

THIS EDUCATIONAL AFFILIATION AGREEMENT (“Agreement”) is made this 27th day of August, 2014, between **ST. VINCENT’S HEALTH SYSTEM, INC.**, a Florida not for profit corporation d/b/a **ST. VINCENT’S HEALTHCARE (“SV”)**, and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (“School”)**.

RECITALS

WHEREAS, SV operates an integrated health care system primarily in Northeast Florida and Southeast Georgia, that includes the following (each individually a “Facility” and collectively the “Facilities”):

(a) St. Vincent’s Medical Center, Inc. d/b/a St. Vincent’s Medical Center Riverside, which owns and operates a hospital located at 1 Shircliff Way, Jacksonville, Florida,

(b) St. Luke’s-St. Vincent’s HealthCare, Inc. d/b/a St. Vincent’s Medical Center Southside, which owns and operates a hospital located at 4201 Belfort Road, Jacksonville, Florida, and

(c) St. Vincent’s Medical Center-Clay County, Inc., which owns and operates a hospital located at 1670 St. Vincent’s Way, Middleburg, Florida, and

(d) St. Vincent’s Ambulatory Care, Inc., which owns and operates physician practices and a mobile health service;

WHEREAS, School has established an approved educational program or programs in the following areas: Health Sciences for High School Students (“Program” or “Programs”);

WHEREAS, the Program requires bona fide students enrolled therein (“**Student**” or “**Students**”) to obtain clinical learning experience as set forth in the curriculum of School;

WHEREAS, Students currently enrolled in the Program can satisfy a part of the required clinical experience as set forth in the curriculum of the School by participating at Facility under the supervision of School’s employed faculty members (“**Faculty**”) or under the supervision of an employee of Facility’s; and

WHEREAS, SV and Facilities shall benefit the community by contributing to the educational preparation of future health care practitioners.

NOW, THEREFORE, in consideration of the terms and conditions and the representations and warranties herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM**. The term of this Agreement shall commence on the date first listed above and shall extend for a period of one (1) year. This Agreement shall automatically renew for additional one-year terms.

2. **OBLIGATIONS AND RESPONSIBILITIES OF SCHOOL.** School shall:

a. provide in a timely manner at the beginning of each training period, the names of qualified Students to be assigned, the days and hours they will be assigned, and the clinical services to which their assignment is desired.

b. provide duly licensed and qualified Faculty to assume responsibility for instructing and supervising the Students at Facility, unless Facility has agreed that an employee of Facility will act as the supervisor of the Students at Facility.

d. maintain any required student records and reports.

e. instruct the students to abide by all federal and state laws and regulations as well as all of Facility's rules and policies.

f. conduct the following checks prior to each Student and Faculty being assigned to Facility and not assign any Student or Faculty who does not pass such checks without written approval of SV:

- Screening for Current Unlawful Substance Abuse.
- Verification of Personal Identity, Employment Record, Educational History, and Professional License (if applicable).
- Criminal Record Check (residences, employment locations and names during the past seven years, combination of local, state and county checks).
- Motor Vehicle Records ("MVR") (if driving required).
- Debarment or exclusion (Includes Federal Department of Health and Human Services List of Excluded Individuals/Entities, General Services Administration Excluded Parties List System, and Federal Drug Administration Debarment List).
- DEA Checks for assignments involving Controlled Substances.
- Verification of acceptable health status for prior to assignment to Facility. At a minimum, this verification shall consist of a statement of health, proof of immunity to Rubella, Rubeola and chicken pox (or documentation of appropriate vaccinations), documentation of a negative TB skin test within six (6) months prior to participation at Facility, and proof of Hepatitis B immunization or declination if patient contact is anticipated.
- Supporting documentation of all checks shall be made available to SV upon request.

g. plan, in coordination with Facility, the assignment that will be assumed by the Students while participating in their clinical learning experience.

h. maintain any required Student records and reports.

i. instruct the Students and Faculty to abide by all federal and state laws and regulations as well as all of SV rules and policies.

j. advise all Students and Faculty that they are prohibited from publishing any material relative to their experience at Facility that has not been approved for release for publication by Facility.

k. designate a contact person other than the Faculty to address concerns or problems that may arise.

l. require Students and Faculty to participate in Facility's quality and risk management programs as reasonably required.

m. ensure each Student and Faculty who will be present at Facility complete any required orientation, including the Orientation Guide attached as Exhibit A.

n. require each Student and Faculty to sign the Confidentiality Agreement attached as Exhibit B prior to participation at Facility.

3. **OBLIGATIONS AND RESPONSIBILITIES OF SV.** SV shall instruct Facility to:

a. provide adequate educational facilities for Students in accordance with the objectives of this Agreement subject to the capability and discretion of Facility.

b. permit, upon request and at mutually agreeable times, the inspection of its clinical facilities by agencies charged with the responsibility for accreditation of School.

c. determine whether or not a Student will be allowed to participate in the clinical experience at Facility, based on the findings of the criminal background investigation.

d. designate a Facility employee to act as a liaison with School.

4. **GENERAL CONDITIONS.**

a. SV and Facility reserve the right to limit the number of Students assigned to Facility and to refuse any and all Students proposed by School to participate in a clinical education experience at Facility.

b. SV and Facility, at any time, may require withdrawal of any Faculty or Student from Facility premises whose further participation is not desirable, upon written notice to the appropriate School administrator. Notwithstanding this provision, if in the sole discretion of Facility, Facility determines that removal of a Faculty or Student is in the best interest of Facility or patient care, such Faculty or Student shall be removed immediately.

c. All Students and Faculty shall assume the responsibility for their own health care. In the event that a Student or Faculty member should become ill or suffer injury in the course of their activities the Student or Faculty member shall be referred to the Emergency Department or to Occupational Health at Facility as appropriate, but Facility shall not assume any financial liability for such care.

d. Neither party will act or represent that it is acting as an agent of the other or incur any obligations on the part of the other without first obtaining the expressed, written authority of the other.

e. Neither party shall discriminate on the basis of race, national origin, religion, creed, sex, age, or disability either in the selection of Students for participation in the Program or at Facility.

f. In the event that a medical malpractice claim or lawsuit is made against SV or Facility and School, subject to applicable laws, rules and regulations, efforts will be made to coordinate the defense of said claim or lawsuit; provided that such coordination can be

accomplished without compromising applicable legal privileges or any rights the parties may have against each other.

5. **TERMINATION.**

a. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other, provided that termination shall be effective only at the end of any then-current clinical rotation, not to exceed three (3) months.

b. This Agreement may be terminated by either party with cause upon thirty (30) days written notice to the other, and such termination shall be effective thirty (30) days after the date of the written notice, unless the breaching party cures the breach to the reasonable satisfaction of the non-breaching party.

6. **INSURANCE.**

a. **If School is a Florida state owned and operated institution, the following language shall apply:** It is understood by the parties that School is an institution that is afforded sovereign immunity as described under Florida Statutes, Sections 110.504 and 768.28, and that School maintains professional liability and general liability coverage through a program of self-insurance which has no expiration date.

b. If the referenced law does not apply to School, School will provide and maintain the following insurance coverage:

i. Professional liability insurance and general comprehensive liability insurance with each policy providing coverage for occurrences during the term of this Agreement with limits no less than \$1 million per occurrence and \$3 million annual aggregate, covering, as applicable, School, its Faculty, and its Students.

ii. Worker compensation insurance and employer liability insurance as required by applicable state law.

iii. The required insurance shall be in full force and effect prior to the commencement of the Agreement. It shall not be modified or terminated except upon thirty (30) calendar days prior written notice to Facility. In the event any "claims made" policy is procured to meet the insurance requirements hereunder, "tail" coverage shall also be procured for a period of four (4) years after termination of such policy.

iv. Prior to the effective date of this Agreement and upon reasonable request thereafter, School shall provide Facility with a certificate evidencing the above-stated coverage.

c. SV and Facility will maintain professional liability and general comprehensive liability coverage through a program of self-insurance with no expiration date with limits of no less than \$1 million per occurrence and \$3 million annual aggregate, covering SV, Facility and their employees. SV will provide School with a certificate evidencing such coverage.

7. **COMPLIANCE WITH LAWS, REGULATIONS, RULES AND STANDARDS.**

School shall require its Students and Faculty to perform all duties in a timely manner and in accordance with Facility's rules, standards, policies and all applicable Professional Staff Bylaws,

rules and regulations and to comply with all federal, state and local laws and regulations and standards of The Joint Commission as well as the ethics of the program associations as applicable. School shall instruct its Students and Faculty not to engage in personal or professional conduct which, in the reasonable determination of Facility, does or may adversely affect the image or standing of Facility.

8. **STATUS OF THE PARTIES.** It is expressly agreed that the parties to this Agreement are independent contractors. Nothing contained in this Agreement is intended to create a joint venture, partnership, agency, employment or like relationship between the parties. In no event shall either party be liable for debts or obligations of the other party, except as specifically provided for in this Agreement. Neither School nor its Students or Faculty shall have any claim against SV or Facility for compensation, salaries, vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health insurance, disability or unemployment insurance benefits or other employee benefits of any kind.

9. **CORPORATE RESPONSIBILITY.** SV has in place a Corporate Responsibility Program ("CR Program"), which has as its goal to ensure that SV and Facilities comply with federal, state, and local laws, rules, and regulations. The CR Program focuses on risk management and maintains as its underlying philosophy 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 SV's commitment to corporate responsibility and agrees to comply with the CR Program, which is available for review at jaxhealth.com under the Patients and Visitors section.

10. **GOOD STANDING REPRESENTATION.** School represents and warrants that it has not been nor is it about to be excluded from participation in the federal Medicare or Medicaid program, Maternal and Child Health Services Block Grant, Block Grants for States for Social Services, or State Children's Health Insurance (collectively, "Federal Health Care Programs"). School agrees to notify SVMC within one (1) business day of School's receipt of notice of intent to exclude or actual notice of exclusion from any Federal Health Care Program. The listing of School or any School-owned subsidiary on the Office of Inspector General's ("OIG") exclusion list or OIG's website for excluded individuals/ entities or the GSA website shall constitute "exclusion" from a federal health care program, for purposes of this section. In the event School is excluded from any Federal Health Care Program, this Agreement shall immediately terminate.

11. **ETHICAL AND RELIGIOUS DIRECTIVES.** The parties acknowledge that the operations of SV are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor ("Directives") and the principles and beliefs of the Roman Catholic Church is a matter of conscience to SV and Facilities. The Directives are located at usccb.org/bishops/directives.shtml. It is the intent and agreement of the parties that neither this Agreement nor any part hereof shall be construed to require SV or Facilities 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. School, Faculty, and Students shall conduct all activities in a manner consistent with said Directives.

12. **HIPAA REQUIREMENTS.** Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated there under, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). Neither party

shall use or further disclose 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"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. Each party will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. School shall direct its Faculty and Students to comply with the policies and procedures of Facility, including those governing the use and disclosure of Protected Health Information. Each party will promptly report to the other party any use or disclosures, of which it becomes aware, of Protected Health Information in violation of any law or regulation referenced herein. Solely for the purpose of defining the role of Students and Faculty in relation to the use and disclosure of Facility's protected health information, Students and Faculty are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Faculty are not and shall not be considered to be employees of SV, and SV shall not be responsible for the acts or omissions of Students and Faculty.

13. **FERPA.** 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 School. School represents and warrants that it has obtained any necessary permission from Students for SV to release student data as contemplated by this Agreement.

14. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to SV or to use SV services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

15. **TAX EXEMPT STATUS.** If SV determines that its federal tax exemption or any tax-exempt bond covenant is (or is likely to be) adversely impacted by this Agreement, then SV may terminate this Agreement by providing not less than ten (10) days notice to School.

16. **PUBLICITY.** School agrees that it shall not, without prior written consent of SV use in advertising, publicity, or otherwise the name of SV or any partner or employee of SV, nor any trade name, trademark, trade device, or simulation thereof owned by SV, or represent, directly or indirectly, that any product or any service provided by School has been approved, recommended, certified, or endorsed by SV.

17. **NO ASSIGNMENT.** Neither party shall assign this Agreement nor any of the rights or obligations hereunder without the prior written consent of the other; provided, however, that SV may assign its rights and obligations hereunder to any entity affiliated with SV. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. No Student, Faculty, or other person or entity shall have any rights under this Agreement.

18. **GOVERNING LAW.** This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Florida; provided, however, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, whether oral or written, with respect to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a writing signed by both parties.

20. **NOTICES.** Any notice required to be given hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective address indicated below or at any address as may have been specified by either party.

If to SV: St. Vincent's HealthCare
1 Shircliff Way
Jacksonville, FL 32204
Attn: Chief Executive Officer

With a copy to: St. Vincent's HealthCare
2 Shircliff Way, Suite 600
Jacksonville, FL 32204
Attn: Chief Legal Officer

If to School: Clay County School District
2306 Kingsley Avenue
Orange Park, FL 32073
Attn: Director for Career and Technical Education

21. **NO WAIVER.** No consent or waiver express or implied by a party hereto of any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be consent to or waiver of any other breach or default in the performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such parties' consent in any future instance.

22. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall, to the extent possible and without destroying the intent of this Agreement, be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision. There shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar as possible in terms to such illegal, invalid or unenforceable provision.

23. **HEADINGS.** Paragraph headings are included herein for reference only and shall not be considered in construction of any provision herein.

24. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

25. **FURTHER ASSURANCES.** Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

26. **FULL POWER.** Each party warrants that it has full power to enter into and perform this Agreement and that the person signing this Agreement on each party's behalf has been duly authorized and empowered to enter into this Agreement. The undersigned personally warrants and represents that he/she has full authority to bind and obligate School to the terms and conditions of this Agreement. School further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have entered into this Agreement in Jacksonville, Duval County, Florida as of the day and year first above written.

ST. VINCENT'S HEALTH SYSTEM, INC.

By: _____
Name: _____
Title: _____

SCHOOL

By: _____
Name: Carol Studdard
Title: Clay County School District Chairman

EXHIBIT A
Orientation Guide

EXHIBIT B
Faculty and Student
CONFIDENTIALITY AND PARTICIPATION AGREEMENT

In exchange for the opportunity to participate in a clinical learning experience through my School at St. Vincent's HealthCare and one or more of its affiliates (collectively, "St. Vincent's"):

(1) I agree not to disclose to any individual or third party, any confidential information relating to the patients of St. Vincent's, the techniques used by St. Vincent's in its operations, or any other confidential or proprietary information about St. Vincent's which I may be a party to and/or overhear during by participation in the clinical learning experience, or to publish any information regarding my experience at St. Vincent's without St. Vincent's prior written approval. I will not maintain any such confidential or proprietary information on any mobile electronic device such as a laptop computer, tablet, thumb-drive, portable hard drive, or smartphone.

(2) I agree to comply with all applicable federal and state laws, rules, and regulations, as well as all St. Vincent's policies, procedures, rules, and bylaws.

(3) I certify that I have never: (a) been convicted of, or indicted for, a crime related to health care, or listed by a Federal Agency as debarred, excluded, participation in a federally-funded health care program (or notified of such action); or (b) otherwise engaged in conduct for which an individual can be so convicted, indicted, or listed. I agree to notify St. Vincent's immediately in the event of any such conviction, indictment, listing, or notification.

(4) I release St. Vincent's and their officers, directors, employees, agents, and medical staff from, and covenant not to sue for, any and all claims and liability related to any good faith evaluation or appraisal of my performance during the clinical learning experience and from any injury or loss sustained by me while participating at St. Vincent's unless such injury or loss arises solely out of the St. Vincent's gross negligence or willful misconduct.

(5) I represent, warrant, and agree that: (a) the clinical learning experience at St. Vincent's is voluntary and for my benefit; (b) I will not be considered an employee for time spent during the clinical learning experience, and I will not be compensated for, or receive or accrue employee benefits for, time spent during the clinical learning experience; (c) I have not been offered, promised, or guaranteed employment at the conclusion of the clinical learning experience; (d) if I am currently employed by St. Vincent's in another position, the clinical learning experience will take place outside of my regular working hours, none of the clinical learning experience activities will be directly related to my current job, I will not perform any productive work during the clinical work experience or displace workers, I will work only under close supervision of a Medical Staff physician, and for anything outside the clinical learning experience, I will clock-in so I will receive pay for services I provide as an employee.

Name of School: _____

Participant's Full Name (First, Middle, and Last): _____

Signature of Participant

Date

Signature of Parent or Guardian if Participant under 18

Signature of Witness