



OFFICE OF THE PRESIDENT

Item 5.3.1

PRESENT TO BOARD: SEPTEMBER 23, 2020

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: AFFILIATION AGREEMENT – ADVENTIST HEALTH SYSTEM/SUNBELT, INC.

Approval is requested to **renew** a master affiliation agreement between Adventist Health System/Sunbelt, Inc. (d.b.a. Advent Health Sebring, Advent Health Lake Placid, and Advent Health Wauchula) and South Florida State College for the purpose of providing clinical rotations in the following programs: Nursing and Radiography. This contract renews annually.

SUGGESTED MOTION:

Move to approve the renewal of the agreement between Adventist Health Advent Health Systems/Sunbelt, Inc. and South Florida State College as presented.

**MASTER AFFILIATION AGREEMENT
BETWEEN**

SOUTH FLORIDA STATE COLLEGE

AND

**ADVENTIST HEALTH SYSTEM/SUNBELT, INC.
D/B/A ADVENT HEALTH SEBRING, ADVENT HEALTH LAKE PLACID and
ADVENT HEALTH WAUCHULA**

THIS AFFILIATION AGREEMENT, entered into and effective the September 28, 2020 is between South Florida State College (hereinafter the “Academic Institution”), and Adventist Health System/Sunbelt, Inc. d/b/a Advent Health Sebring, (hereinafter the Hospital”), hereinafter collectively referred to as the “Parties”.

WHEREAS, Academic Institution desires that individuals (hereinafter referred to as “Students”) enrolled in its undergraduate or graduate program(s) as specified in Exhibit “A,” obtain clinical training and experience at the Hospital; and

WHEREAS, the Hospital, comprised of **three (3) main campuses and outpatient services in in the Highlands County and Hardee County** and its environs (hereinafter the “Facilities”), **with a main campus, located at 4200 Sun ‘N’ Lake Blvd, Sebring Florida 33872** and provides clinical and/or medical services; and

WHEREAS, the Hospital is willing to offer the necessary Hospital facilities and staff for approved clinical training and experience (hereinafter referred to as “Rotation”) in recognition of the need to train Students; and

WHEREAS, it is to the benefit of both the Academic Institution and the Hospital to cooperate in the educational preparation of Students so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources; and

WHEREAS, the Board of Directors of the Hospital shall continue as the governing body of the Hospital and the Board of Governors of the Academic Institution shall continue as the governing body of the Academic Institution in accordance with each party’s respective Charters, Constitutions and By-laws in effect at the time of the execution of this Agreement;

NOW, THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, Academic Institution and Hospital agree as follows:

1. The recitals hereinabove are true, correct and incorporated herein by this reference.

2. **PURPOSE.** The purpose of this Agreement is to establish procedures and guidelines pursuant to which Hospital shall provide facilities for Student rotations for Students who are in good standing with the Academic Institution and who are accepted for training by the Hospital.
3. **TERM AND TERMINATION.** The term of this Agreement shall be **September 2020** through **December 31, 2024**. This Agreement may be extended or renewed upon advanced written agreement of the Parties hereto. This Agreement may be terminated by either Party upon thirty (30) days prior written notice of a material breach by the other Party, provided such breach is not cured within such thirty (30) day period. This Agreement may be terminated by either Party without cause upon at least ninety (90) days prior written notice. Notwithstanding the foregoing, however, a Student currently participating in a Rotation at the time of termination without cause shall be given the opportunity to finish the Rotation at Hospital, provided that this is not intended to alter Hospital's rights under Section 3(m) hereof.
4. **RESPONSIBILITIES OF HOSPITAL.** In accordance with the terms and conditions of this Agreement, Hospital agrees to provide premises, facilities, staff and services involving clinical training experiences for Students in connection with an approved Rotation and with an approved Preceptor, and Hospital shall:
 - a) Be solely responsible for any and all appointments to its Medical Staff and faculty.
 - b) Cooperate with the Academic Institution in a mutually agreeable manner in enforcing Academic Institution policies and procedures related to Student performance and Student conduct, provided that such policies and procedures do not conflict with Hospital's policies and procedures. In the event of a conflict, Hospital's policies and procedures will control.
 - c) Endeavor to comply with all applicable requirements of any accreditation authority over Hospital and certify such compliance upon request by Academic Institution.
 - d) Permit the authority responsible for accreditation of Academic Institution's curriculum to evaluate for consistency with institutional purpose, vision, values and mission of the facilities, services and all other items provided by Hospital upon reasonable advance notice.
 - e) Accept Students for Rotations, the number of which shall be determined at the sole discretion of Hospital, based upon Hospital's space, patient population with respect to a Rotation, appropriateness and availability of approved Preceptors, and upon any other considerations as solely and absolutely determined by Hospital. Hospital will have the right, but not the obligation, to interview any potential Students prior to accepting said Student for Rotation.
 - f) Designate a person(s) to serve for Hospital as liaison(s) (hereinafter the "Hospital Liaison"), and provide Academic Institution, in Exhibit "B", the name of all persons

proposed as Hospital Liaison who will:

- (1) Assist the Academic Institution's coordinating faculty members (hereinafter the "Faculty") with the planning of educational experiences and patient care assignments; and
 - (2) Meet with the Academic Institution's Faculty as needed to discuss the quality of the educational experiences and any problems which may have arisen in the provision of those experiences.
 - (3) Work with the Academic Institution's Faculty to provide preceptors for any Rotation for which the Academic Institution requests preceptors reasonably in advance of the Rotation. Preceptors selected by Hospital for a Rotation will meet such experience, licensure, and skills requirements as are mutually agreed upon by the Academic Institution and the Hospital. Hospital Liaison will work with Faculty in determining the assignment of Hospital preceptors within the Rotation(s).
- g) Endeavor to include appropriate members of the Faculty in Hospital meetings or communications when policies to be discussed will affect or are related to the Rotation and/or Students at the Hospital's discretion.
 - h) Provide Students and Faculty with an orientation of the Hospital's facilities, or orientation packets about the Hospital, which will include training about policies and procedures, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA), especially as it relates to the Hospital's confidentiality requirements, and instruction on OSHA regulations regarding blood-borne pathogens, infectious disease plans, and hazardous chemical plan, and how, when and why to report incidents.
 - i) Provide supervised educational experiences for Students that fulfill the curriculum requirements of the Academic Institution and meet the objectives agreed upon by the Academic Institution and the Hospital. Allow Faculty access to the Facilities for the purposes of coordinating, observing and instruction of Students engaged in educational experiences;
 - j) Plan, administer and retain total responsibility for all aspects of patient care and assure qualified supervision of all patient activities.
 - k) Provide Faculty and Students with, or seek emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at the Hospital. Emergency treatment of Faculty or Students for any injuries incurred during educational activities must be covered and paid for through the Faculty or Student's personal health insurance plan, or through his/her own resources. Personal health insurance coverage for Faculty or Students will not be the responsibility of the Hospital.

- l) Not guarantee it will place or maintain placement of any Student at Hospital.
- m) In its sole and absolute discretion at any time, summarily relieve a Student or Faculty from a specific assignment, or request that a Student or Faculty leave a patient care area or withdraw any Student or Faculty from its facilities whose conduct or work with patients, personnel, or medical staff is not in accordance with the policies and procedures of Hospital or is detrimental to patients or others. Hospital shall use reasonable efforts to notify Academic Institution of any Student or Faculty whose work or conduct with clients, patients or personnel is not, in the opinion of Hospital, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Hospital's operation. Academic Institution agrees to immediately communicate and implement as appropriate the Hospital's determination to withdraw such Student or Faculty from Hospital's facilities.
- n) Hospital acknowledges the Academic Institution is subject to the Family Educational Rights and Privacy Act ("FERPA") and that personally identifiable information of a student disclosed by Academic Institution to Hospital is (1) Confidential and subject to FERPA; (2) not to be redisclosed without the prior written consent of the student except as provided below; and (3) to be viewed only by individuals who have a legitimate need to view the information to verify or audit the qualifications of the student to participate in the clinical, practicum or internship program at Hospital. Hospital may redisclose the student's information ("Student Information") provided to Hospital by Academic Institution if required by a State, Federal, or accreditation agency investigating the care provided to a patient of Hospital based on the belief that the Student Information may be relevant to the investigation. Absent the foregoing, Hospital may not redisclose Student Information without the prior written consent of student. For the purposes of this paragraph, the parties acknowledge that the fact that a Student is mentioned in a record or report generated and/or maintained by Hospital in the normal course and scope of its operations, and not created or maintained by Academic Institution, may not necessarily cause such record or report to be considered a "student education record".

4. **RESPONSIBILITIES OF ACADEMIC INSTITUTION.** The Academic Institution shall:

- a) Be solely responsible for any and all appointments to its faculty.
- b) Provide course outlines to Hospital that include objectives, goals and classes for each course providing educational experience.
- c) Provide a contact person at the Academic Institution with authority over the program(s) for which each Student is training, which contact person is set forth on **Exhibit A** attached hereto.,
- d) Provide a letter of good standing to Hospital indicating that each Student has had a physical examination and is current on all immunizations prior to his/her participation in the Rotations. The physical examination shall include general

physical exam, utilizing history (mobility, motor skills, hearing, visual and tactile abilities) and immunization assessment and any other exam that Hospital may reasonably require. Students and Faculty must have current immunizations including:

- i. Varicella, if titer is negative for Varicella, the Student must receive Varicella vaccine,
- ii. Hepatitis B or signed waiver if refused,
- iii. MMR,
- iv. Tetanus,
- v. PPD current within one year. If Student has positive PPD results, Academic Institution will provide confirmation that Student has a negative chest x-ray. Academic Institution will notify Hospital of any positive PPD results.
- vi. A Student who may be exposed to a patient with known or suspected TB must be fitted for a respirator.
- vii. Influenza vaccine for current influenza season (October 1 through March 31).

Academic Institution will maintain required immunization records in support of the letter of good standing.

- e) Provide a letter of good standing indicating that a criminal background check has been conducted on all Students 18 years of age or older and all Faculty, prior to commencement of a Rotation. The criminal background check must include all cities, counties, and states in which the Student or Faculty has resided in and in which the Student or Faculty has worked at any time during the past ten (10) years. Attached hereto as **Exhibit C** is Hospital's "Student Disqualification Guidelines — Criminal Background" to be used by Academic Institution in connection with the background checks. Academic Institution will not send any Student who would be disqualified pursuant to Florida Law and the Hospital's facility policy to participate in a Rotation. Hospital retains the ultimate right to determine if a Student is qualified.
- f) Provide a letter of good standing indicating that a ten panel Drug Screen has been conducted on all Students prior to the commencement of a Rotation. The ten panel drug test shall consist of Cannabinoids, Methaqualone, Barbiturates, Benzodiazepines, Methadone, Propoxyphene, Amphetamines, Cocaine, Opiates and Phencyclidine.
- g) Present Students for Rotations who have adequate preclinical instruction and who, in the discretion of the Faculty, have adequately fulfilled the preclinical requirements for the Rotation.
- h) Provide Hospital in writing, the names of the Students assigned by Academic Institution to participate in the Rotation prior to the beginning of the Rotation
- i) Provide the services of a Faculty member or other Academic Institution liaison who

will:

- (1) Plan, in conjunction with staff member(s) of the Hospital, the educational experiences that will fulfill the educational requirements of the Program curriculum; and
 - (2) Meet with staff member(s) of the Hospital as necessary to discuss the quality of the educational experiences and any problems which may have arisen in the provision of those experiences.
- j) Require Students to comply with the applicable policies and procedures of the Hospital as well as all applicable federal, state and local laws, rules and regulations during the course of their participation in the Rotation.
 - k) Require Students to obtain prior written approval of both Parties before publishing any material related to the learning experience provided under the terms of this Agreement.
 - l) Establish and maintain for each educational Rotation, curriculum standards and educational policies that meet Academic Institution standards and applicable licensing and accreditation requirements.
 - m) Retain overall responsibility for Students and administer, organize and operate the overall educational program and retain responsibility for the education of Students in and for the Academic Institution's program curriculum, its design, delivery, and quality.
 - n) Require Students to provide and wear the necessary and appropriate uniform while on duty at Hospital, including the required Advent Health identification badge. Students not wearing appropriate identification will not be allowed to conduct training at Hospital facilities.
 - o) Require Students and Faculty to maintain the confidentiality of all records or information exchanged in the course of the Rotation in accordance with Hospital policies and all applicable federal and state laws, rules and regulation, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
 - p) Will not guarantee it will place or maintain the placement of any Program Student at Hospital.
 - q) Upon receipt of Hospital's notice of a Student or other Rotation participant 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 Hospital's operations, evaluate such Student's or Rotation participant's conduct and take appropriate action. It is understood that, if Hospital takes action under provisions of Section 3 m) above, that the Student or Rotation

participant's participation in the Rotation at the Hospital shall immediately cease, subject to being resumed only with the mutual written agreement of Academic Institution and Hospital.

5. INDEPENDENT CONTRACTOR/STUDENTS STATUS.

- 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 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.
- b). No Student in the Rotation will be deemed to be an employee, agent or volunteer of the Hospital by virtue of participation in the Rotation, nor will the Hospital be liable for the payment of any wage, salary, or compensation of any kind for service provided by the Students while participating in the Rotation. Further, no Student will be covered under the Hospital's Worker's Compensation, social security, or unemployment compensation programs while participating in the Rotation.

6. INSURANCE.

- a). Insurance of Academic Institution. Academic Institution agrees that it shall maintain both general liability insurance and professional malpractice liability insurance, which coverage shall apply to Academic Institution's students, each in the amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. The Academic Institution shall maintain such insurance in full force and effect during the term of this Agreement. Written evidence satisfactory to Hospital of such insurance policies shall be presented to Hospital prior to the students commencing any patient care activity at Hospital. Academic Institution agrees that, within thirty (30) days after receipt of notice of cancellation of the insurance policies referenced from the applicable insurers, Academic Institution or its designee will send a copy of such notice to the Hospital as indicated on the certificate of insurance. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy.
- b). Insurance of Hospital. Hospital agrees that it shall maintain general and professional liability insurance for itself and its employees, with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Hospital further warrants that it will keep such professional liability insurance in full force and effect to respond to any claims arising out of the actions of the Hospital and its employees during the Term of this Agreement and for the two (2) year period immediately following the termination or expiration of this Agreement. Hospital shall provide Academic Institution with a certificate of insurance evidencing such coverage upon Academic Institution's request. Hospital shall give Academic

Institution written notice within ten (10) days prior to any changes, modification, cancellation or non-renewal of such insurance.

7. MISCELLANEOUS.

- a) Assignments. This Agreement may not be assigned, either in whole or in part, to a third party without the prior written consent of the non-assigning party.
- b) Third Party Obligations. This Agreement is made solely for the benefit of the Parties named in this Agreement, and is not intended to create rights or any cause of action in any third parties, including without limitation, the Students.
- c) 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.
- d) Administration of Agreement. The Dean of the Academic Institution or his/her designate and the Chief Academic Officer of the Hospital or his/her designate shall serve on a day-to-day basis to supervise the administration of the terms and conditions of the Agreement. In the event of disagreement, the matter shall first be referred for resolution to the Dean of the Academic Institution and the Chief Academic Officer of the Hospital or their respective designate.
- e) Applicable Law. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.
- f) Entirety of 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.
- g) Cooperation. A Party will reasonably cooperate with the other Party and its counsel in the defense of any claims against a Party in any way arising out of or connected with this Agreement. Such cooperation, including attendance at depositions, trials, conferences, and the rendering of written reports, will be at no expense to the Party not subject to the claim.
- h) Amendments and Modifications to Agreement. All amendments and modifications to this Agreement shall be made by written mutual consent of both Parties.
- i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- j) Invalidity. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be

construed in all respects as if such valid or unenforceable provisions were omitted.

- k) Notices. All notices under this Agreement shall be in writing and delivered by personal delivery; United States mail, certified, return receipt requested; or a nationally recognized overnight courier service with tracking requested. Such notices shall be delivered to the following:

Hospital Representative:


Randy Surber, President and CEO
Advent Health Sebring
4200 Sun N Lake Blvd
Sebring, FL 33872

Academic Institution Representative:


Thomas C. Leitzel, President
South Florida State College
600 W. College Drive
Avon Park, FL 33825


IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, have executed this Agreement as of the Effective Date.

HOSPITAL:
**ADVENTIST HEALTH SYSTEM/
SUNBELT, INC. D/B/A
Advent Health Sebring**

By: 
Name: Randy Surber
Title: President and Chief Executive Officer
Date of Signature: 10-12-2020

ACADEMIC INSTITUTION:

By: 
Print Name: Thomas Leitzel, PhD
Title: President
Date of Signature: 10-5-20

By: 
Print Name: Michele Heston, PhD
Title: Dean, Health Sciences
Date of Signature: 10-8-20

**EXHIBIT A
ACADEMIC INSTITUTION'S PROGRAMS
AND CONTACT PERSON**

Program: Nursing

Contact: Mary von Merveldt, MSN, EdS, APRN, CPNP-PC

Phone #: 863-784-7428

Email: Mary.vonMerveldt@southflorida.edu

Program: Radiography

Contact: Junior Gray, MBA, RT(R)

Phone #: 863-784-7347

Email: Junior.Gray@southflorida.edu

EXHIBIT B
FLORIDA HOSPITAL SPONSORING DEPARTMENT
AND LIAISON CONTACT INFORMATION

FH Department: Clinical Education

Contact: Maria Luisa Dela Cruz

Title: Manager, Clinical Education Department

Phone #: 863-402-3254

Email: marialuisa.delacruz@ahss.org

EXHIBIT C
Student Disqualification Guidelines — Criminal Background

A Student will be disqualified from placement at any Hospital facility if the Student admits to, or a criminal background check reveals, 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: The criminal background check must include all cities, counties, and states in which the Student has resided and worked at any time during the preceding ten (10) years.

Murder
Manslaughter
Carjacking
Use of a weapon in the commission of a crime
Robbery or theft (including, but not limited to, theft by falsification of financial records or embezzlement)
Passing worthless checks
Credit card fraud/fraudulent use of a credit card
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)

Felony driving while intoxicated or under the influence of drugs or alcohol

Falsification of prescription records

Hate crimes

Terrorism

Escape or attempted escape from incarceration

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 Hospital 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.