



EXHIBIT "B"

OFFICE OF THE PRESIDENT

Item 5.2.1

PRESENT TO BOARD: JANUARY 31, 2024

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: FRED HAWKINS 

SUBJECT: AFFILIATION AGREEMENT – BAYCARE HEALTH SYSTEM, INC.

Approval is requested to enter into the agreement between BayCare Health System, Inc. and South Florida State College for the purpose of making the clinical facilities available to the College's Health Sciences program.

SUGGESTED MOTION:

Move to approve the agreement between BayCare Health System, Inc. and South Florida State College as presented.

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is effective as of the date of last signature hereto (“**Effective Date**”) by and between BayCare Health System, Inc., a Florida not-for-profit corporation, and its hospitals, facilities, affiliates, and/or subsidiary companies (collectively, “**BayCare**”), and South Florida State College (“**School**”).

RECITALS

WHEREAS, BayCare provides health care services throughout the greater Tampa Bay Area, Florida (each, a “**Site**,” and collectively, the “**Sites**”);

WHEREAS, School offers various programs of study for students (“**School Programs**”), which programs are more particularly described on Attachment A (School Programs); and

WHEREAS, School desires that Students (as defined below) in the School Programs obtain experience at the Sites, and BayCare desires to provide such experience to Students (as defined below).

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.**

1.1 **De-Identified Information.** “**De-Identified Information**” means health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. De-Identified Information does not contain: (i) names; (ii) addresses containing more than a State and/or the first three (3) digits of a zip code; (iii) any element of a date, including date of birth and admission/discharge date; (iv) an individual’s age if greater than eight-nine (89); (v) numbers (e.g., telephone, fax, social security, account, medical record, or license); (vi) e-mail addresses; (vii) full face photographs, et al. (*Reference: HIPAA 45 CFR §164.514*).

1.2 **Faculty Member.** “**Faculty Member**” means a faculty member of School who may be on-site at a Site pursuant to this Agreement.

1.3 **Policies.** “**Policies**” means the bylaws, rules, regulations, protocols, policies, and procedures of BayCare, a Site, or a Site’s medical staff.

1.4 **Student.** “**Student**” means a student who is participating in a School Program and who obtains training at a Site pursuant to this Agreement.

2. **Term.**

2.1 **Term.** This Agreement shall commence on the Effective Date and continue until the later of two (2) years or the end of School’s then current academic semester, unless terminated sooner as provided herein. This Agreement may be renewed upon the mutual written agreement of the parties.

2.2 **Termination.** The Agreement may be terminated as follows:

(a) **Termination for Cause.** Either party shall be entitled to terminate this Agreement for cause upon thirty (30) days advance written notice to the other party; provided, however, the breaching party has not cured the breach within such thirty (30) day period. Such notice shall specify with reasonable detail the nature and extent of the breach.

(b) **Automatic Termination.** This Agreement will be terminated automatically and immediately if one of the following events occurs: (i) for a period of thirty (30) days or longer, the suspension or restriction of licenses, accreditation, certificates, or other authorities of the Sites or of School that are needed to provide services pursuant to this Agreement; (ii) inability of the Sites to operate due to: (a) loss of license or accreditation, or (b) an act of God, natural disaster, fire, strike, labor dispute, or any other reason beyond the Sites' control which results in the inability of the Sites to operate for a period of thirty (30) consecutive days; (iii) the failure of School to cooperate on a reasonable basis with BayCare's risk management, quality improvement, or peer review programs (or otherwise abide by the Policies) after School has been given at least thirty (30) days written notice from BayCare and School has then failed to take reasonable steps to ensure that such a failure does not occur in the future; and (iv) exclusion or sanction of School from a Governmental Program as set forth in Section 4.6 (Excluded Provider).

(c) **Termination without Cause.** Either party may terminate this Agreement at any time without cause and without penalty by giving the other party at least thirty (30) days prior written notice.

(d) **Effects of Termination.** Upon termination of this Agreement, neither party will have any further obligation, except: (i) each party shall be responsible for obligations incurred prior to the date of termination; (ii) each party shall be responsible for provisions of this Agreement which by their express or implied terms are intended to survive termination of this Agreement; and (iii) any Student(s) currently enrolled in a School Program shall be entitled to continue to participate in Site Activities (as hereinafter defined) until the end of School's then-current academic semester, under the same terms and conditions as set forth in this Agreement.

3. **BayCare Responsibilities, Covenants, and Authority.**

3.1 **Assignment.** BayCare agrees that School may assign Students to observe and/or obtain practice experience in programs or departments of the Sites (each, a "Site Activity," and collectively, the "Site Activities"); provided, however, that each Student must be accepted by BayCare, in its sole discretion, before he or she may participate in a Site Activity. BayCare shall not be obligated to offer any Student the opportunity to participate in a Site Activity based solely on the existence of this Agreement. Each patient shall have the right to determine whether a Student may participate in his or her care as a Site Activity.

3.2 **Access to Sites.** BayCare agrees to allow Students to access the Sites in order to meet the goals and objectives of a School Program.

3.3 **Accessibility of Policies.** BayCare shall ensure that applicable Policies are at all times accessible to Students.

3.4 **Responsibility for Patient Care.** BayCare, at all times, shall have the sole and absolute authority to determine who will be accepted as a patient to a Site and shall have ultimate responsibility for the care and treatment of any patients of a Site.

3.5 **Responsibility for Student Health and Safety.** BayCare shall arrange for immediate emergency care in the event of a Student's accidental injury or illness, but shall not be responsible for any costs incurred as a result of such injury or illness, including, but not limited to, follow-up care or hospitalization.

3.6 **BayCare's Removal of Students.** BayCare, at any time, in its sole discretion, may suspend or remove from participating in Site Activities any Student whose conduct or work with patients or personnel is not in accordance with the Policies and/or standards of performance.

4. **School Responsibilities, Covenants, and Authority.**

4.1 **School Program Curriculum.** School shall be responsible for the content and quality of Student education at the Sites; provided, however, that BayCare shall be allowed to access the current curriculum, course objectives, and syllabus of the School Program.

4.2 **Scheduling.** The parties shall mutually agree on the number of Students who may participate in each Site Activity, on the time at which each Site Activity shall take place, and on a detailed schedule, which shall include the name and phone number of each participating Student, and the dates and times of the Site Activity(ies) in which he or she will be participating. In the event that a Student is no longer participating in any Site Activity for any reason, School must promptly notify BayCare of such change. School shall only allow those Students to participate who have received appropriate training and have an appropriate level of knowledge and skill. School shall create the schedule without regard to race, creed, color, sex, religion, national origin, or veteran status.

4.3 **Compliance with Policies.** School shall require each Student to comply with the Policies and to participate in any orientation or educational activity as requested or required by BayCare. School shall also require each Student to comply with the terms of BayCare's Employee Health Requirements for Clinical Contractors, which is attached hereto as Attachment B (Employee Health Requirements), and BayCare's Team Resources Contractor Requirements, which is attached hereto as Attachment C (Team Resources Contractor Requirements). Upon BayCare's request, School shall provide BayCare with verification of compliance with Attachment B (Employee Health Requirements) and Attachment C (Team Resources Contractor Requirements). Notwithstanding the foregoing, BayCare shall provide the necessary compliance verification of any Student who is employed by BayCare or a Site.

4.4 **Supervision and Evaluation.** At all times during the Term of this Agreement, School shall have sole responsibility for Students. School shall be responsible for providing appropriate and adequate instruction, supervision, guidance, and evaluation of its Students, and shall ensure that all procedures performed by the Students are performed under the direct supervision of School; provided, however, that if no Faculty Member is on-site at a Site, all procedures performed by the Students shall be performed under the direct supervision of an employee or independent contractor of BayCare. For purposes of this Section, the term "direct

supervision” shall mean supervision by a health care practitioner or other applicable professional who is immediately available.

4.5 **School’s Removal of Students.** If School determines that a Student’s progress, conduct, or work does not meet the standards of BayCare, any Site, any Site’s medical staff, or School, School shall suspend or remove the Student from participating in Site Activities, and shall promptly notify BayCare of such suspension or removal.

4.6 **Excluded Provider.** School represents that neither it, nor any of its employees, agents, independent contractors, or Students have: (i) been excluded, debarred, suspended, or been otherwise determined to be, or identified as, ineligible to participate in any governmental program, including but not limited to, the Medicare and Medicaid Programs (collectively, the “**Governmental Program**”) or is about to be excluded, debarred, suspended, or otherwise determined to be, or identified as, ineligible to participate in any Governmental Program; (ii) received any information or notice, or become aware, by any means or methods, that it is the subject of any investigation or review regarding its participation in any Governmental Program; or (iii) been convicted of any crime relating to any Governmental Program. School agrees to notify BayCare immediately if it becomes aware of any of the foregoing information, notice, actions, or events during the Term. In the event that School is excluded from any Governmental Program, the Agreement shall immediately terminate. In the event that any of School’s subcontractors, employees, or Students is excluded from any Governmental Program, School must immediately remove that subcontractor, employee, or Student from participating in Site Activities.

4.7 **Ownership of Reports, Records, and Documents.** School acknowledges that all reports, records, and supporting documents prepared in connection with this Agreement (including, but not limited to, case histories, x-ray films, and files and records of any type concerning patients consulted, interviewed, or treated or cared for by a Site, or any Student) are the sole property of BayCare, and BayCare shall be deemed the records owner of all such reports, records, and supporting documents. School shall inform each Student that they must diligently and timely complete and sign all entries in the Sites’ patient records, and not remove any such property from the Sites. In the event that a Student fails to timely complete and sign all entries in the Sites’ patient records in accordance with the Policies, BayCare may immediately remove the Student from any Site.

4.8 **Access to Books, Documents, and Records.** If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after participating in Site Activities pursuant to this Agreement, School agrees, and will cause School’s employees, agents, independent contractors, and Students to agree, to make available, upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, and other data of School, and School’s employees, agents, independent contractors, or Students that are necessary to certify the nature and extent of costs incurred for such Site Activities. If this Agreement permits the use of subcontractors, and School carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period, School will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after participating in Site Activities pursuant to said contract, subcontractor will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their respective duly authorized representatives, copies of

records of subcontractor that are necessary to certify the nature and extent of costs incurred for such Site Activities. If any such request for books, documents, and records is made, School, and School's employees, agents, independent contractors, or Students are required to immediately give notice of such request to BayCare and provide BayCare with a copy of such request. School agrees, thereafter, to cooperate, and cause School's employees, agents, independent contractors, or Students to cooperate, with BayCare concerning the proper response to such request. School is required to, and will cause its employees, agents, independent contractors, or Students to provide BayCare or its designees with a copy of each such book, document, and record made available to the aforementioned bodies and their duly authorized representatives or to identify each such book, document, and record and grant BayCare or its designees access thereto for review and copying. In the event that School, or School's employees, agents, independent contractors, or Students fail to make such books and records available to the Comptroller General or the Secretary of Health and Human Services upon request, and BayCare or a Site is denied reimbursement as a result of such failure, School agrees to indemnify BayCare or the Site (as applicable) for such loss of or reduction in reimbursement, subject to any sovereign immunity statutes, rules, or regulations applicable to School.

4.9 **Faculty Members.** School shall ensure that any Faculty Member who presents on-site at a Site shall meet the same requirements (including, without limitation, the requirements set forth in Section 4.3 (Compliance with Policies)) and shall be bound by the same terms and conditions as the Students. For the sake of clarification, if a Faculty Member presents on-site at a Site, all references herein to "Student" or "Students" shall be interpreted as "Student and Faculty Member" or "Students and Faculty Members," as applicable.

5. **Confidentiality.**

5.1 **Confidential Information.** The parties each acknowledge that, as a result of this Agreement, they may become informed of, and have access to, valuable and confidential information of the other party, including, without limitation, pricing information, fees, budgets, charges, protocols, policies, staffing, business planning, and strategies ("**Confidential Information**"). Accordingly, except as required by law, each party and its employees, agents, independent contractors, and Students will not, at any time, either during or subsequent to the Term, use, reveal, report, publish, copy, transcribe, transfer, or otherwise disclose to any person, corporation, or other entity, any of the Confidential Information of the other party without the prior written consent of the other party, with the exception of disclosure to responsible officers and employees of the party receiving the Confidential Information, state licensing agencies, the Joint Commission, and other responsible persons who are in a contractual or fiduciary relationship with the receiving party. Each party's obligations and agreements under this Section shall not apply to any Confidential Information that: (i) was known to either party prior to the disclosure by the other; (ii) is or becomes generally available to the public other than by breach of this Agreement; or (iii) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party.

5.2 **Confidential Terms of Agreement.** School will not, at any time, either during or subsequent to the Term, reveal, directly or indirectly, the terms of this Agreement to any person, corporation, or other entity without BayCare's prior written consent, except when required

by law or court order or as necessary to enforce this Agreement. If BayCare gives School written consent to disclose the terms of this Agreement to School's agent, employee, or Student, School shall obtain from that agent, employee, or Student a confidentiality agreement containing the same terms (and imposing upon such person the same obligations with respect to the terms) as are contained herein. School shall deliver such agreement to BayCare.

5.3 **HIPAA.** In connection with this Agreement, School, and School's employees, agents, independent contractors, and Students may receive from BayCare or a Site "protected health information" ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (as amended) (collectively, "HIPAA"). School agrees to use and disclose such PHI only for purposes of participating in Site Activities under this Agreement and for other purposes allowed by HIPAA. Neither School nor School's employees, agents, independent contractors, or Students may use or disclose the PHI in a manner that would violate the requirements of HIPAA. School, and School's employees, agents, independent contractors, and Students may only use De-Identified Information (as defined by HIPAA and in Section 1.1 (De-Identified Information)) for the purpose of meeting the obligations outlined in the course objectives, curriculum, and/or course syllabus. Students may not copy, print, or remove from the Site any portion of a medical record containing individually identifiable information unless identifiable PHI is the minimum necessary required to be used outside of the Site for such purposes, and a valid HIPAA authorization, as defined in 45 CFR §164.508, is obtained prior to such use and disclosure of the PHI outside of the Site.

5.4 **Request for Confidential Information or Terms.** If School receives a request to disclose either Confidential Information or the terms of this Agreement under the terms of a subpoena or other order by a court of competent jurisdiction or by a governing agency, School will: (i) consult with BayCare on the advisability of taking steps to resist or narrow that request; (ii) if disclosure is required, furnish only such portion of the Confidential Information or the terms of this Agreement as School's counsel determines, in writing, that School is legally required to disclose; and (iii) cooperate with BayCare in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information or the terms of this Agreement that is required to be disclosed.

5.5 **Return of Confidential Information.** All tangible Confidential Information and other documentation supplied either directly or indirectly pursuant to this Agreement, including all copies thereof, or reproductions or drawings made therefrom, shall remain the property of the disclosing party and shall be returned immediately upon written request by the disclosing party or upon expiration of this Agreement.

5.6 **Breach of Confidentiality.** In the event that either party breaches any of the provisions in Section 5 (Confidentiality), the extent of actual damages sustained will be difficult to ascertain, and compensation at law will be inadequate. Therefore, each party expressly agrees that it shall have the right to injunctive relief for breach of such provisions. The breaching party shall pay all attorneys' fees and court costs regarding any legal or equitable action that the non-breaching party takes to enforce the provisions of Section 5 (Confidentiality).

6. **Indemnification.** To the extent permitted by law and subject to any sovereign immunity statutes, rules, or regulations applicable to School, each party agrees to be fully

responsible for, and agrees to indemnify, defend, and hold the other party harmless against, all claims, losses, liabilities, damages, injuries, or expenses (including reasonable attorney and paralegal fees and expenses) resulting from or arising in connection with: (i) any breach by the indemnifying party or any of its employees, independent contractors, or, if applicable, or Students of the indemnifying party's obligations under this Agreement; or (ii) any claim made by a third party based upon any negligent or willful act or omission by the indemnifying party or any of its employees, independent contractors, or, if applicable, Students in connection with the indemnifying party's obligations under this Agreement.

7. **Insurance.**

7.1 **School's Insurance Requirement.** School shall obtain and maintain professional liability and general liability insurance in the minimum amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per annum that provides coverage for the activities that any Student participates in pursuant to this Agreement. Such insurance shall be written through an insurance company satisfactory to BayCare, which approval should not be unreasonably withheld, and evidence of professional and general liability insurance coverage shall be provided to BayCare annually unless requested earlier. School shall give BayCare thirty (30) days prior written notice to the extent School has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify BayCare. In the event that School maintains claims-made coverage, and School's coverage is terminated within eight (8) years of the date on which School ceases to participate or have its Students participate in Site Activities pursuant to this Agreement, School shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of eight (8) years from the last date on which School, or a Student participated in a Site Activity, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Section shall constitute a material default and the Agreement may be terminated by BayCare as provided in Section 2.2 (Termination). If School fails to purchase the required tail or prior acts coverage, or ensure that the alternate coverage as described herein is obtained, BayCare may, but will have no obligation to do so, purchase such tail coverage on behalf of School.

7.2 **BayCare's Insurance Requirement.** BayCare shall obtain and maintain professional liability and general liability insurance in the minimum amounts of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) in the aggregate per annum that provides coverage for activities that the Sites and their employees participate in pursuant to this Agreement. Such insurance shall be written through a self-insurance program. Evidence of professional and general liability insurance coverage shall be provided to School annually unless requested earlier. BayCare shall give School thirty (30) days prior written notice to the extent BayCare has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify School. In the event that BayCare maintains claims-made coverage, and BayCare's coverage is terminated within eight (8) years of

the date on which School ceases to participate or have its Students participate in Site Activities pursuant to this Agreement, BayCare shall obtain “tail coverage,” or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of eight (8) years from the last date on which on which School, or a Student participated in a Site Activity, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Section shall constitute a material default and the Agreement may be terminated by School as provided in Section 2.2 (Termination). If BayCare fails to purchase the required tail or prior acts coverage, or ensure that the alternate coverage as described herein is obtained, School may, but will have no obligation to do so, purchase such tail coverage on behalf of BayCare. Notwithstanding the requirements of this Section, BayCare may elect to satisfy any or all of the above insurance requirements and/or deductibles by use of self-insurance, and/or a captive insurance company owned by BayCare. The responsibility to fund any financial obligation for self-insurance and/or a captive insurance company owned by BayCare shall be assumed by, for the account of, and at the sole risk of BayCare.

8. **Financial Support.** BayCare is not responsible for financial support of the Students, or the School Programs.

9. **Miscellaneous.**

9.1 **Independent Contractor.** School acknowledges that it is at all times acting as an independent contractor under this Agreement. Nothing in this Agreement shall be deemed to create a joint venture, partnership, agency, employment, or similar relationship. School has no authority to enter into any contract or incur any other obligation on behalf or in the name of BayCare, except as otherwise provided for herein. School will be solely responsible for all the acts, inactions, and/or claims relating to itself and its employees, agents, subcontractors, and/or Students, including, but not limited to: compliance with laws governing workers’ compensation, Social Security, and withholding; payment of any and all federal, state, and local personal income taxes; disability insurance; unemployment; and any other taxes for such persons. Except as expressly provided for in this Agreement, BayCare will not exercise control or discretion over the manner or method by which School provides training to Students pursuant to this Agreement, provided always that such training will be provided in a manner consistent with professional standards governing that training.

9.2 **Publicity/Advertising.** BayCare has a policy prohibiting the use of its name, brand, likeness, trademarks, or other intellectual property for publicity and/or advertising purposes. All requests to use BayCare’s name, brand, likeness, trademarks/intellectual property, statements from employees, results from questionnaires, or any other related requests (“**Publicity/Advertising Requests**”) must be submitted in writing to BayCare for review and approval. School agrees that BayCare will approve or disapprove all Publicity/Advertising Requests in its sole discretion. In the event that BayCare notifies School of any breach of this clause, School shall immediately cease and desist the breaching conduct, and BayCare shall be entitled to terminate this Agreement.

9.3 **Assignment.** No assignment of this Agreement or the rights and obligations hereunder will be valid without the specific written consent of both parties hereto, except that this Agreement may be assigned by BayCare to a parent, affiliate (whether by contract or ownership), subsidiary, or successor in interest of BayCare.

9.4 **Notices.** Any notice required or permitted to be delivered under this Agreement shall be sufficient if in writing, and if delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the parties at the following addresses:

If to School: South Florida State College
600 West College Drive
Avon Park, FL
33825

With a copy to: _____

If to BayCare: BayCare Health System, Inc.
Attention: Education Services – Team Resources
2985 Drew Street
Clearwater, Florida 33759

With a copy to: BayCare Health System, Inc.
Attention: Legal Services Department
2985 Drew Street
Clearwater, Florida 33759

Any notice delivered in person shall be deemed delivered on the date of personal delivery. Any notice sent by certified mail shall be deemed delivered when received. Any party wishing to change such party's address from that set forth in this Section may do so by delivering written notice in compliance with the provisions of this Section.

9.5 **Governing Law.** This Agreement has been executed and delivered (and will be construed and enforced) in accordance with the laws of the State of Florida, without regard to Florida's conflicts of laws principles.

9.6 **Venue and Jurisdiction.** All disputes directly or indirectly related to this Agreement shall be litigated solely in the state and federal courts with jurisdiction over Hillsborough County, Florida and no other place, and School and BayCare hereby agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts. Each party waives all rights to any trial by jury in all litigation relating to or arising out of this Agreement.

9.7 **Attorneys' Fees and Costs.** To the extent permitted by law and subject to any sovereign immunity statutes, rules, or regulations applicable to School, in the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivering charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

9.8 **Force Majeure.** Neither party shall be liable for any delay or failure in performance under this Agreement deemed to be a result, directly or indirectly, of any act of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of public transportation, or any similar or dissimilar cause beyond the reasonable control of either party.

9.9 **No Waiver.** Failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise a right or remedy shall not operate as, or be construed to be, a waiver of any existing or subsequent breach of the same or other provision of this Agreement.

9.10 **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of the Agreement shall be valid and enforceable.

9.11 **Amendments.** This Agreement may not be modified, amended, or renewed except in writing, signed by both parties.

9.12 **Entire Agreement.** This Agreement, and all Attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this Agreement will be of any force and effect.

9.13 **Execution.** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered (whether by facsimile, e-mail, or other electronic means) shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A facsimile, PDF, or other electronic signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed), and shall be deemed an original signature for all purposes under this Agreement.

9.14 **Survival.** Any provisions which remain to be performed, or by their nature are intended to be applicable, following any expiration or termination of this Agreement shall remain in full force and effect after such expiration or termination.

9.15 **Compliance with Laws.** BayCare and School agree to comply with all federal, state, and local laws applicable to the services provided pursuant to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

BAYCARE HEALTH SYSTEM, INC.
DocuSigned by:
By: Judith Belden
B003619440864C9...
Name: Judith Belden
Dir ODL
Title: _____
Date: 3/1/2024

South Florida State College
By: [Signature]
Name: Fred Hawkins
Title: President
Date: 2/22/24

ATTACHMENT A
SCHOOL PROGRAMS

The following School Programs have been approved for clinical rotations at a Site pursuant to this Agreement:

[illegible]

ATTACHMENT B
EMPLOYEE HEALTH REQUIREMENTS

Definitions:

“**Student**” means a student(s) who is (are) participating in a School Program and who participates in activities at a BayCare Site pursuant to this Agreement.

Responsibilities of the School: The School shall ensure that all Students, prior to working at a BayCare Site, will comply with State and Federal rules and regulations and are in compliance with any criteria provided by BayCare.

All Students in a clinical environment will:

a) Receive, or provide declination regarding, the Hepatitis B vaccination series, and receive instruction in occupational exposure to bloodborne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials.

b) Receive written direction from School in regards to follow-up procedures for post-exposure medical evaluation and treatment for a blood/bloody body fluid exposure. Each Student will report an exposure to School and then to BayCare Employee Health. A “Patient/Visitor Occurrence Report” should be completed. Follow-up care will be provided by the Student’s or School’s provider as defined by School. After a review of the exposure details, BayCare Employee Health or their designee may facilitate patient/source testing consistent with state and federal law at no cost to the patient/source. Source patient results and other information remain confidential between the organization, authorized treating provider, and the exposed healthcare worker.

c) The Centers for Disease Control and Prevention (“CDC”) recommend airborne isolation for patients with known or suspected pulmonary tuberculosis. Non-immune healthcare workers should not provide care for patients with chicken pox, measles, or smallpox. Non-team members should not enter the room or be assigned to these specific patients unless fit tested for an N-95 NIOSH approved respirator.

d) Provide proof of vaccination or titer immunity to Rubella, Rubeola, Mumps and Varicella (Chicken Pox) consistent with CDC and Health and Human Services recommendations.

e) Possess documentation of a physical examination indicating they are able to physically perform the essential duties of the position, with or without reasonable accommodations, and are free of communicable disease, which could be transmitted, to a patient, visitor, or BayCare team member during the performance of their normal job duties.

f) Proof of TB Skin Test (TST) in previous ten (10) weeks of placement in a BayCare facility. If the Student has been associated with School with no break of association and completed the TST within the past twelve (12) months the TST will be acceptable. A negative blood test for TB, performed within the past ten (10) weeks, can serve to replace the TB Skin Test. If the Student has presented documentation of a previously positive TB Skin Test, School shall ensure that the Student provides BayCare with the results of a chest x-ray that was performed within one (1) year, and shall complete a TB questionnaire documenting the absence of unexplained TB symptoms. No routine repeat chest x-rays will be required until the Student has documented unexplained symptoms.

g) Possess a negative five (5) panel urine drug screen on file with no break in service of more than thirty (30) days. BayCare or School may require a new drug screen and/or alcohol testing at any time for reasonable suspicion. If required, School will ensure the reasonable suspicion test is performed within two (2) hours of the request and the Student will not work at BayCare's facility until a negative result is determined. Positive results will be handled by School according to Florida state law and any applicable professional regulatory guidelines.

h) Annually, Students are requested to provide proof of flu vaccination or attestation to their School representative. Proof of vaccination may also be requested to be shown to the work area supervisor. Students and Faculty who do not receive the flu vaccine are requested to complete declination form that will be maintained in their School file. Students and Faculty who do not have the appropriate proof of vaccination are encouraged to wear a surgical mask from October 1st to March 31st while in any BayCare facility.

i) Receive instruction regarding, and understand, the appropriate process to be followed in the event of injury, illness, or exposure to pathogens. BayCare assumes no responsibility for School's treatment or workers' compensation process for its Students or for any charges arising from any Student injury/illness.

j) Follow BayCare's guidelines, protocols, and procedures for Contagious Diseases and Influenza-Like Illness. This includes personal protective equipment usage, proper hand washing, and exposure and symptom reporting and work status. Any School or Student who has any flu-like symptoms or influenza-like-illness ("ILI") defined as fever greater than one hundred degrees Fahrenheit (100° F), sore throat, cough, rhinorrhea or runny nose, congestion, vomiting, and diarrhea, is NOT permitted to report to any BayCare facility.

COVID-19 Vaccination Program and Reporting

1. The COVID-19 vaccination is voluntary.
2. BayCare may participate in quality reporting, quality programs, and/or value-based incentive programs set forth by the Centers for Medicare & Medicaid Services ("CMS") in addition to any other agency, as applicable and/or required.

3. In order to participate in such reporting and/or programs, BayCare may ask Students to complete the COVID-19 Vaccine Attestation or Declination form on an annual basis. Non-team members' records will need to be maintained by the School or clinical liaison.
4. Whether Students choose to complete the COVID-19 Vaccine Attestation or Declination form **shall not** impact their status as a Student, **shall not** impact employment opportunities, and **shall not** impact their ability to gain access to, enter upon, or obtain services from any BayCare facility.

ATTACHMENT C

TEAM RESOURCES CONTRACTOR REQUIREMENTS

Definitions:

“**Student**” means a student(s) who is (are) participating in a School Program and who participates in an activity at a BayCare Site pursuant to this Agreement.

Responsibilities of the School: The School shall ensure that all Students, prior to working at a BayCare Site, will comply with state and federal rules and regulations and are in compliance with any criteria provided by BayCare.

1. School shall:

a) Screen all Students to determine qualifications and competence before making any assignment. School will provide only competent Students to BayCare. Upon request, school will provide documentation of competence and certification for Students.

b) Check backgrounds (including, but not limited to Florida Department of Law Enforcement, employment references, education verification, and fingerprinting, if applicable) and share information with BayCare upon request.

c) Send only Students whose state background checks have been returned without conviction and there is no history of adjudication withheld, unless the background check has been reviewed and approved by BayCare Team Resources. State background checks should include all states in which worker has lived for the past seven (7) years.

d) Comply with Office of Inspector General sanction report requirements.

e) Provide each Student with an identification badge, which must be worn while on BayCare’s property.

f) Make available to BayCare, if requested, completed documentation on each Student, to include:

1. Skills checklist;
2. Any applicable license or certification verification (to be maintained on an ongoing basis);
3. Verification of license via primary source upon hire and upon re-licensure close to the time of the license renewal;
4. State background check information;
5. Annual in-service educational programs;
6. Laboratory work;
7. Performance appraisals; and
8. Job descriptions.

g) Provide Insurance as described in Section 7 (Insurance) of the Agreement.

h) Provide Professional Liability/General Liability Insurance as described in Section 7 (Insurance) of the Agreement.

i) Obtain and keep on file the necessary documents on each Student required by the Immigration Reform and Control Act of 1986 to prove either U.S. citizenship or possession of legitimate work documents.

j) Allow for periodic audit by BayCare of those records pertinent to Student requirements, including required immunization and lab work, to such extent as is required by federal law and regulation.

k) Ensure the Students understand and will be compliant with BayCare's standard to have a smoke-free environment as it pertains to each Site.

l) Provide close verbal communications with BayCare to handle any unforeseen situation that might possibly arise.

m) Upon receipt of written documentation, immediately remove any Student, if requested by BayCare, for behavior and/or performance deemed unsatisfactory by BayCare. Students will be required to comply with BayCare's Policies and procedures as well as department-specific requirements.

n) Complete BayCare's annual online training program located at www.baycare.org/onlinetraining (or such other website as may be distributed to School from time to time), and if requested, provide proof of such completion to BayCare prior to placement and on an annual basis thereafter.

Responsibilities of BayCare:

2. BayCare shall:

a) Not discriminate in the assignment of students on the basis of race, creed, color, national origin, sex, age, disability, citizenship status, or veteran status.

b) Not "actively" recruit any personnel presently employed by School.

c) Orient Students to BayCare's corporate compliance process ("Doing the Right Thing").

d) Recognize holidays as being New Year's Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Thanksgiving, and Christmas.