

# **EXHIBIT "B"**

#### OFFICE OF THE PRESIDENT

Item 5.2.1

PRESENT TO BOARD: OCTOBER 23, 2024

TO: SOUTH FLORIDA STATE COLLEGE

DISTRICT BOARD OF TRUSTEES

FROM: FRED HAWKINS All Vaulin

SUBJECT: AFFILIATION AGREEMENT - RIDGE AREA ARC

Approval is requested to <u>renew</u> the agreement between Ridge Area ARC and South Florida State College. This affiliation agreement is to include Dental, Certified Nursing Assistant (CAN), and Nursing programs, the former agreement was for Nursing students only and was executed on June 15, 2013. This agreement will continue to provide South Florida State College's Health Science students with a clinical learning experience at Ridge Area ARC. The current updated agreement shall be effective September 6, 2024, and will continue to remain in effect annually unless terminated or changed per terms.

## SUGGESTED MOTION:

Move to approve the agreement between Ridge Area ARC and South Florida State College as presented.

# AGREEMENT FOR EDUCATION SERVICES

#### **BETWEEN**

# SOUTH FLORIDA STATE COLLEGE AND RIDGE AREA ARC

This Agreement is made and entered into this 6<sup>th</sup> day of September, 2024, between South Florida State College, 600 West College Drive, Avon Park, Florida 33825 (hereinafter referred to as the "College"), and Ridge Area Arc, 4352 Independence Street, Avon Park, Florida 33825 (hereinafter referred to as the "Agency").

### Responsibilities of the Agency:

- 1. Make the clinical facilities available to the College's Health Sciences program faculty and students during the daily hours as coordinated by the two involved parties at no charge to the College.
- 2. Retain ultimate responsibility for total patient care. Students and faculty will provide services as indicated by the patient plan of care and standing hospital procedures.
- 3. Invite the College faculty to Staff Education meetings when, in the interest of mutual benefit, such attendance is desirable or indicated.
- Where program accreditation permits, the Agency agrees to provide supervision of the College's students. The instructor will make arrangements in advance with the Agency's supervisor, designate a person to serve for Agency as liaison (hereinafter the "Agency Liaison") and provide College, in writing, the name and professional and academic credentials of the person proposed as Agency Liaison prior to the start of the educational experience(s).
- 5. Provide to the faculty and students Agency policies and procedures including code, and fire and safety procedures. Provide the students with an appropriate orientation of Agency's policies and procedures.
- 6. Notify College, in writing, of any student whose work or conduct with clients, patients or personnel is not, in the opinion of Agency, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care of Agency's operation. Agency should immediately contact the program director as noted in Appendix A, if a situation requires that a student be removed from the premises for posing an immediate threat or danger to personnel or to the quality of medical services. In such event, said student's participation in the program at Agency shall immediately cease, subject to being resumed only with the mutual written agreement of Agency and College.

- 12. Report illness or injury of any student immediately to the appropriate designated affiliating Agency's supervisor and the College's Dean, Health Sciences, or program manager as listed in Appendix A. A detailed report of any accident will be made on the official accident form of the College and on the official incident/accident form of the Agency, when and where required. Such forms shall be completed within a reasonable period of time as required by the Agency and the College. Faculty and students are responsible for their own health, accident or injury while on the Agency premises and for any expense incurred.
- 13. The College warrants that students, assigned to the Agency pursuant to this Agreement will be covered by an insurance liability policy with limits of not less than \$1 million for each occurrence and \$3 million in the aggregate annually, covering them for any losses, claims, injuries, demands, damages, judgments or other liability arising out of any acts or omissions of the college employees or its students, while engaged in the activities contemplated in the Agreement. The College shall furnish certificates of insurance as evidence of such coverage to the Agency and shall give the Agency 15 days written notice prior to the cancellation, reduction, or termination of any such coverage.
- 14. The College is an agency of the State of Florida or a subdivision of a subdivision of the State of Florida, and its faculty members or employees are protected against liability claims as described in section 768.28, Florida Statutes. The College during the term of this Agreement warrants that it, and its faculty members and employees shall be covered by a general liability insurance program created pursuant to the authority of section 1004.24, Florida Statutes.
- 15. Provide the Agency with a list of services the student is required to perform; as well as criteria for completion of each service.

#### Both parties agree that:

- 1. Special limitations, services, and policies to this Agreement may be made from time to time by mutual consent of both parties. A dated memorandum specifying such modifications or an addendum shall be executed, signed by both parties' chief administrators, and the aforementioned memorandum shall be attached and become a part of all official conditions of this Agreement.
- 2. The College will be liable for property damage and/or bodily injury pursuant to this Agreement and which occur as a direct result of negligence of the College, its agents, or employees. The College is self-insured through the Florida Community College Risk Management Consortium as a state agency, and liability is therefore limited to sovereign immunity limits of \$200,000 per person, \$300,000 per occurrence in accordance with Florida Statutes 768.28.

By signing this Agreement, both parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations (including HIPAA) and/or guidelines relating to nondiscrimination, privacy rights of participants, maintenance of records and other confidential information.

South Florida State College

Fred Hawkins, President

Date: 10/23/24

Ridge Area A

thleen Border, CEC

Date