

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is entered into by and between **SACRED HEART HEALTH SYSTEM, INC.**, a Florida nonprofit corporation, ("Hospital") and Locklin Tech Health Programs, a **public** post-secondary educational institution of the State of Florida, ("Educational Institution").

WITNESSETH:

WHEREAS, Hospital is owner and operator of a hospital system with facilities located in Florida; and

WHEREAS, Educational Institution desires to provide educational experiences to its students (hereinafter "Students") enrolled in its LPN, Pharmacy Tech, Nursing Assistants and Medical Administrative Specialist Programs (hereinafter "Program"); and

WHEREAS, Hospital is willing to make available its facilities to said Educational Institution, its faculty members and Students for educational training and clinical experiences which will necessarily include some activities and tasks performed by Students.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS

- 1.1 Course. "Course" shall mean the specific Course within which the Student is currently enrolled to complete Program requirements.
- 1.2 Educational Experiences. "Educational Experiences" shall mean those clinical/educational activities taking place at Hospital leading to satisfaction of Course requirements.
- 1.3 Faculty Members. "Faculty Members" shall mean the qualified Educational Institution personnel assigned as the responsible Faculty Members or the clinical instructors for Students participating in Educational Experiences.
- 1.4 Hospital. "Hospital" shall mean Sacred Heart Health System, Inc., a Florida nonprofit corporation, acting through its President or the President's designee.
- 1.5 Patients. "Patients" shall mean any persons provided care, facilities or services, directly or indirectly, by or through Hospital or a related organization.
- 1.6 Policies of Hospital. "Policies of Hospital" shall mean and include the Bylaws and rules of Hospital, the bylaws and rules of Hospital's Medical Staff as

approved by Hospital's Board of Directors, and the rules, regulations, and other established policies, practices and procedures of Hospital.

- 1.7 President. "President" shall mean the person holding the position currently titled President of Hospital or such other title as may hereinafter be adopted to describe the executive of Hospital exercising overall authority with respect to the operation and management of Hospital.
- 1.8 Site Coordinator. "Site Coordinator" shall mean the qualified individual(s) assigned by Hospital to act as liaison between Faculty Members and Hospital and to facilitate Education Experiences.

II. HOSPITAL SHALL:

- 2.1 Accept Educational Institution Students for such Educational Experiences as have been mutually reviewed, planned and arranged between the parties. The number of Students eligible to participate in Educational Experiences will be mutually determined by agreement of both parties and may be altered by mutual agreement.
- 2.2 Make available those Educational Experiences and training agreed upon between the parties. Hospital shall retain the responsibility for selection of Patients to be involved in any Educational Experiences, it being agreed that Hospital reserves the right to except any Patient from initial or continued involvement in Educational Experiences.
- 2.3 Hospital shall retain ultimate responsibility for all care provided to Hospital Patients involved in Educational Experiences.
- 2.4 Designate and submit in writing to Educational Institution the name of the person(s) who will act as Site Coordinator(s) for Hospital. Hospital shall notify Educational Institution in writing of any changes in Site Coordinator(s).
- 2.5 Arrange for an orientation program, to be supervised by Site Coordinator or other Hospital representative, for the purpose of familiarizing Students with Hospital's physical facilities, philosophy, policies and procedures for providing care, and such other aspects of Hospital's operations as are pertinent to Educational Experiences of Students.
- 2.6 Provide conference and classroom space within Hospital facilities, pursuant to mutually arranged schedules of use.
- 2.7 Make available to Students and Faculty Members such services as are defined and approved by both parties and attached to this document from time to time.

- 2.8 Provide necessary emergency care to Students in the event of sudden illness or injury occurring at Hospital; the costs of such care to be the responsibility of Student.

III. THE EDUCATIONAL INSTITUTION SHALL:

- 3.1 Have the authority and responsibility for the Course and Program, including curriculum development, appointment of qualified Faculty Members to supervise Students, evaluation of Educational Experiences, assignment of Students, and maintenance of educational standards as outlined by appropriate state agencies.
- 3.2 Perform its responsibilities and obligations under this Agreement consistent with Policies of Hospital.
- 3.3 Provide, at least one (1) month prior to the start of any semester for which Students are to be placed under this Agreement, the anticipated number of Students, the proposed schedule planned, the Educational Experiences desired, the academic status of each Student participating in Educational Experiences, and the names, rank and teaching area of Faculty Members responsible for each Student or group of Students.
- 3.4 Provide Faculty Members who have obtained certification, registration, accreditation or other credentials as required by Educational Institution.
- 3.5 Review with Site Coordinator any proposed changes in the Educational Experiences and activities to which Students are assigned.
- 3.6 Ensure that all Students and Faculty Members meet Hospital health and safety screening requirements as set forth in Exhibit "A & B" Educational Institution shall attest, in the form of a letter upon placement for Educational Experiences, that Students and Faculty Member meets such requirements. Hospital shall be permitted, upon reasonable request, to audit Educational Institution's records to ensure compliance with this provision.
- 3.7 Students and Faculty Members must advise Hospital of any medical condition (e.g., allergies, immunosuppression, or pregnancy) which could potentially affect Student's or Faculty Member's ability to participate in Educational Experiences. Educational Institution shall also notify Hospital of any Student or Faculty Member acquiring any relevant medical conditions during the course of an Educational Experience. Educational Institution shall immediately withdraw any Student or Faculty Member from Educational Experiences if such Student's or Faculty Member's medical condition would make participation in Educational Experiences dangerous to Student, Faculty Member, or Patients.

- 3.8 Instruct Students on their responsibility for respecting the confidential and privileged nature of information regarding Patient medical records and other Hospital information.
- 3.9 Publish in Educational Institution communications, including letters to prospective students, Educational Institution handbooks and other advertising, Educational Institution's affiliation with Hospital.
- 3.10 Ensure that Students comply with Hospital's Corporate Responsibility Program and assist the Hospital as needed in the educational and investigational components of that program. Educational Institution shall ensure that Students comply with the medical ethics and principles adopted by the American Medical Association, acknowledge and respect the freedom of patients to participate in health care decision making, and honor patient choice in the selection of health care providers.
- 3.11 Assist Hospital in assuring that Educational Experiences are provided appropriately and according to The Joint Commission ("TJC") standards and standards of any other applicable accrediting bodies.

IV. THE PARTIES AGREE:

- 4.1 To maintain good communication between institutions and to confer on plans, problems and changes related to Educational Experiences.
- 4.2 That Hospital shall notify Educational Institution when any Student is determined by Hospital to be unacceptable for reasons of health, performance, or other causes which could interfere with Hospital operation or quality of patient care, and that upon receiving such notification, Educational Institution shall withdraw any Student from Educational Experiences.
- 4.3 That Educational Institution shall notify Hospital when any Student is determined by Educational Institution to be unacceptable for reasons of health, performance, or other causes which could interfere with Hospital operation or quality of patient care, and that upon receiving such notification, Hospital shall allow Educational Institution to withdraw any Student from Educational Experiences.
- 4.4 That neither party, in performing its responsibilities and obligations under this Agreement, will discriminate against any person because of said person's race, color, creed, religion, disability, ethnic or national origin, gender, sexual orientation, veteran status, or age.
- 4.5 That each party may enter into agreements for educational experiences with other institutions at any time.

V. INDEMNIFICATION

- 5.1 Educational Institution shall indemnify and hold harmless Hospital from any liability or damages Hospital may suffer as a result of claims, demands, damages, losses, costs, or judgments arising out of the acts, or omissions, of Educational Institution, its Faculty Members, its clinical instructors, its Students, or agents, in the performance of obligations under this Agreement. Hospital shall use its best efforts to give to Educational Institution notice in writing within thirty (30) days after receiving any such claims made against Hospital, or after it has knowledge of any other damage, loss, or expense threatened or incurred in regard to Hospital resulting from the above acts or omissions.
- 5.2 Hospital shall indemnify and hold harmless Educational Institution from any liability or damages Educational Institution may suffer as a result of claims, demands, damages, losses, costs, or judgments arising out of the acts or omissions, of Hospital, its employees, or agents, in the performance of obligations under this Agreement. Educational Institution shall use its best efforts to give Hospital notice in writing within thirty (30) days after receiving any such claims made against Educational Institution, or after it has knowledge of any other damage, loss, or expense threatened or incurred in regard to Educational Institution resulting from the above acts or omissions.

VI. COMPENSATION

- 6.1 This Agreement does not contemplate the payment of any fee or remuneration by either party to the other, but is intended to jointly benefit both parties by improving the education and professional preparation of Students.

VII. TERM AND TERMINATION

- 7.1 The term of this Agreement shall be for one (1) year commencing on the 22nd day of September, 2016, and terminating on the 21st day of September, 2017. The Agreement is automatically renewable for 5 successive 1 year terms unless either party gives notice of termination at least sixty (60) days prior to the end of the term.
- 7.2 This Agreement may be terminated as follows:
- 7.2-1 In the event Hospital and Educational Institution shall mutually agree in writing, this Agreement may be terminated on terms and date stipulated therein.
- 7.2-2 This Agreement may be terminated by either party with or without cause by delivering a written notice of termination to the other party at least thirty (30) days prior to such early termination.

- 7.3 All Students enrolled in the Program at the time notice of termination is given shall be permitted to complete the Program until all required Courses have been offered to Students then enrolled. However, no other Students shall be placed at Hospital for Educational Experiences after the termination date or notice of termination date, whichever is earlier.

VIII. INSURANCE

- 8.1 Educational Institution shall be responsible for the provision of any worker's compensation insurance necessary for its Faculty Members and employees performing under this Agreement. Educational Institution shall provide Hospital with appropriate certificates evidencing such insurance coverage.
- 8.2 Educational Institution shall maintain professional and general liability coverage for each Student and Faculty Member participating in Educational Experiences pursuant to this Agreement. Upon request, Educational Institution shall provide Hospital with evidence of such insurance coverage.

IX. STATUS OF THE PARTIES

- 9.1 In performing the services as contemplated hereunder, Hospital and Educational Institution agree that Educational Institution, Faculty Members and Students are acting as independent contractors and not as the agents or employees of Hospital. As appropriate, Educational Institution and Faculty Members agree to pay, as they become due, all federal and state income taxes, as well as other taxes, including self-employment taxes due and payable on the compensation paid to the Faculty Members by Educational Institution, and to indemnify and hold Hospital harmless from any and all taxes, penalties or interest which might arise by Educational Institution's or Faculty Member's failure to do so. This provision shall survive the termination of this Agreement.

No Student participating in Educational Experiences hereunder shall be deemed to be an employee of Hospital, nor will Hospital be liable for the payment of any wage, salary, or compensation of any kind for service provided by Students. Further, no Student shall be covered under Hospital's Worker's Compensation, Social Security, or Unemployment Compensation or other benefit programs.

X. ETHICAL AND RELIGIOUS DIRECTIVES

- 10.1 The parties acknowledge that Hospital conducts its operations in a manner consistent 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. While participating in Educational Experiences at Hospital, Students and Faculty Members shall conduct themselves and their activities in conformance with the Ethical and Religious Directives.

XI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT COMPLIANCE

- 11.1 Hospital and Educational Institution agree that each party shall comply with all federal and state regulations, rules and orders, including but not limited to regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act (Public Law 104-191 – "HIPAA"). Hospital and Educational Institution agree that for purposes of HIPAA only, Students shall be considered members of the Hospital's Workforce, as that term is defined by HIPAA, and Educational Institution agrees to require Students to participate in any training required by Hospital for Workforce members so that Hospital may comply with HIPAA. For all other purposes, the parties agree that each is acting as an independent contractor and not an agent or employee of the other. Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which Hospital is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that Hospital is at all times in conformance with all Privacy Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Privacy Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

XII. CORPORATE RESPONSIBILITY

- 12.1 Hospital has in place a Corporate Responsibility Program ("CRP") which has as its goal to ensure that the Hospital complies with federal, state and local laws and regulations. The CRP focuses on risk management, 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. Educational Institution acknowledges Hospital's commitment to Corporate Responsibility and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of Corporate Responsibility adopted by the Hospital. Educational Institution further agrees to disclose immediately any proposed or actual debarment, exclusion or other event that makes Educational Institution ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs.

XIII. GENERAL PROVISIONS

- 13.1 Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein, except that this Agreement may be assigned by Hospital without the written approval of

Educational Institution to any successor entity operating the facility now operated by Hospital or to a related or affiliated organization. "Related or Affiliated Organization" shall mean Sacred Heart Health System, Inc., Ascension Health, or one of their subsidiaries. Educational Institution may not assign its rights or obligations under this Agreement to any other person or entity.

- 13.2 The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.
- 13.3 This Agreement shall be construed and governed by the laws of the State of Florida.
- 13.4 This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 13.5 Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

UNIVERSITY

HOSPITAL

_____	Clinical Education Department
_____	Attn: Wendy E. Miller, DNP, RN,
_____	CNE
_____	Sacred Heart Health System, Inc.
_____	5151 North Ninth Avenue
	Pensacola, FL 32504

- 13.6 This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Hospital and Educational Institution by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
- 13.7 Affirmative Action. The parties hereby incorporate the requirements of 41 CFR §§60.14(a)(7), 60-250.5(d), 60-300.5(d) and 60-741.5(d), if applicable.

XIV. EXECUTION

IN WITNESS WHEREOF, the duly authorized representatives of Hospital and Educational Institution have executed this Agreement on the dates written below.

SACRED HEART HEALTH SYSTEM, INC.

By: _____

Printed: _____

Title: _____

Date: _____

THE SCHOOL BOARD OF SANTA ROSA
COUNTY, FL

By: _____

Printed: Jennifer Granse

Title: Board Chairman

Date: October 20, 2016

EXHIBIT "A"

Attestation of Compliance with Online Education and Health Requirements-Group

We acknowledge and attest to Sacred Heart Health System (SHHS) on the behalf of _____ (school name) that all Instructors and Students for _____ clinical, on _____ (specific day of week & time) have completed the online education and meet health requirements to participate in clinical at Sacred Heart Health System.
Dates of Rotation: _____

For **Instructors**, this includes:

1. Florida Nursing License (if applicable)
2. Professional Liability Insurance

Furthermore, we acknowledge and attest that **all Instructors and Students**:

1. Have met all of the health requirements including:
 - a. Proof of Rubella and Mumps immunity by positive antibody titers or 2 doses of MMR (Measles, Mumps, Rubella) if born after 1956.
 - b. Tdap (Tetanus, Diphtheria, Pertussis) every 10 years.
 - c. Proof of 3 doses of Hepatitis B vaccine or positive titer.
 - d. Proof of 2 doses of Varicella vaccine or positive titer.
 - e. Proof of negative TB skin test within 1 year or negative CXR within 5 years. If history of a positive TB skin test or CXR then the individual is cleared by a Tuberculosis Screening Questionnaire indicating no problems for more than 3-4 weeks from a physician/ health care professional.
 - f. Proof of annual seasonal influenza vaccine between the months of October and March. *Documentation must be taken to Employee Health (includes lot number of vaccine) to obtain an identifier. If said applicant refuses, a declination form must be completed.*
2. Have completed the orientation education including:
 - g. Orientation module
 - h. Signed Appendix A
 - i. Signed Appendix B
 - j. Signed the Parking Acknowledgement
 - k. Completed the High Reliability Training
 - l. Current BLS certification which covers time student is at SHHS
 - m. Completed the Smart Moves Training (nursing only)

3. Completed Level 2 Criminal Background Investigation which:

- n. Does not reveal any criminal conviction or pending investigations, reviews, sanctions or peer review. There are no limitations of any licensure, certifications or registration.
- o. Confirms the individual is not listed as a violent sexual offender
- p. Does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance.

4. Have Proof of a satisfactory 10 panel drug screen which does not reveal information of concern or inappropriate use of drugs.

This attestation is in lieu of providing copies of the Criminal Background Investigation, Health records, Drug Screen, BLS card and proof of completion for the Online Education module. I also acknowledge and agree to a compliance audit at least annually and up to as much as quarterly if deficits are found.

I acknowledge that the Student, Instructor and/or the entire clinical group may be suspended or removed from campus at the discretion of SHHS, until the deficit is rectified.

Signature

Date _____

Title

Organization

Email / phone number

Please list Instructor(s) name(s) and Student Names

[illegible]

EXHIBIT "B"

Attestation of Compliance with Online Education and Health Requirements-Individual

We acknowledge and attest to Sacred Heart Health System (SHHS) on the behalf of _____ (school name) that Student for _____ clinical, on (specific day of week & time) _____ has completed the online education and does meet health requirements to participate in clinical at Sacred Heart Health System.

Dates of Rotation: _____

We acknowledge and attest that **Student:**

1. Has met all of the health requirements including:
 - a. Proof of Rubella and Mumps immunity by positive antibody titers or 2 doses of MMR (Measles, Mumps, Rubella) if born after 1956.
 - b. Tdap (Tetanus, Diphtheria, Pertussis) every 10 years.
 - c. Proof of 3 doses of Hepatitis B vaccine or positive titer.
 - d. Proof of 2 doses of Varicella vaccine or positive titer.
 - e. Proof of negative TB skin test within 1 year or negative CXR within 5 years. If history of a positive TB skin test or CXR then the individual is cleared by a Tuberculosis Screening Questionnaire indicating no problems for more than 3-4 weeks from a physician/ health care professional.
 - f. Proof of annual seasonal influenza vaccine between the months of October and March. *Documentation must be taken to Employee Health (includes lot number of vaccine) to obtain an identifier. If said applicant refuses, a declination form must be completed.*
2. Has completed the orientation education including:
 - g. Orientation module
 - h. Signed Appendix A
 - i. Signed Appendix B
 - j. Signed the Parking Acknowledgement
 - k. Completed the High Reliability Training
 - l. Current BLS certification which covers time student is at SHHS
 - m. Completed the Smart Moves Training (nursing only)

3. Completed Level 2 Criminal Background Investigation which:

- n. Does not reveal any criminal conviction or pending investigations, reviews, sanctions or peer review. There are no limitations of any licensure, certifications or registration.
- o. Confirms the individual is not listed as a violent sexual offender
- p. Does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance.

4. Has proof of a satisfactory 10 panel drug screen which does not reveal information of concern or inappropriate use of drugs.

5. If necessary for the desired clinical, SHHS may require that **Student** have the following:

- q. Current Florida license
- r. Professional Liability Insurance
- s. Completed and signed application by student and preceptor (NP/PA students)

This attestation is in lieu of providing copies of the Criminal Background Investigation, Health records, Drug Screen, BLS card and proof of completion for the Online Education module. I also acknowledge and agree to a compliance audit at least annually and up to as much as quarterly if deficits are found.

I acknowledge that the Student group may be suspended or removed from campus at the discretion of SHHS until the deficit is rectified.

Signature

Date

Title

Organization

Email / phone number

Please list the student's name

Student Name	Contact Information for the Student	Where the student is going? i.e. what dept.