

**SCHOOL AFFILIATION AGREEMENT  
BETWEEN  
BAPTIST HEALTH CARE CORPORATION  
AND  
Santa Rosa County District Schools**

This school affiliation agreement ("Agreement") is made and entered into by and between the **Santa Rosa County District Schools** ("School") and **Baptist Health Care Corporation and its wholly owned subsidiaries** ("Baptist").

**WITNESSED:**

**WHEREAS**, School offers to its enrolled students ("Students") a program in the field of health sciences and occupations; and

**WHEREAS**, Baptist can provide clinical settings that offers health care learning opportunities for the educational benefit of School's Students; and

**WHEREAS**, School desires to provide to its Students a clinical learning experience through the application of knowledge and clinical skills in a patient-centered health care facility; and

**WHEREAS**, Baptist has agreed to make its facilities available to School for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Responsibilities of School:**

All Students, faculty, employees, agents, and representatives of School participating in the Program at Baptist (the "Program Participants") shall be accountable to Baptist's Medical Affairs Department. If Program Participant was previously employed at Baptist, such person must have left Baptist in good standing.

- (a) **Clinical Program:** School shall be responsible for the implementation and operation of the clinical component of its program at Baptist ("Program"), which Program shall be approved in advance by Baptist. Such responsibilities shall include, but not be limited to, the following:
  - (I) Arranging access and Student assignments at the applicable facility in order to meet the goals and objectives of the education program for which Student is assigned.
  - (II) Provision of classroom theory and practical instruction to Students prior to their clinical assignments at Baptist;
  - (III) Orientation of Program Participants to the clinical experience at Baptist including insuring that Program Participants have attended Baptist general orientation.
  - (IV) Preparation of Student assignments and rotation plans for each Student and coordination of same with Baptist including administration, programming, curriculum content, faculty appointment and matriculation, promotion, dismissal and graduation;

- (V) Continuing oral and written communication with Baptist regarding Student performance and evaluation, absences, and assignments of Students, and other pertinent information;
  - (VI) Supervision and responsibility for Students and their performance at Baptist;
  - (VII) Participation with the Students in Baptist's Quality Assurance and related programs, standards, and requirements;
  - (VIII) Performance of such other duties as may from time to time be established by agreement between School and Baptist.
  - (IX) Submission to Baptist of acceptable documentation attesting to competency of each Program Participant. All faculty provided by School shall be duly licensed, certified, or otherwise qualified to participate in the Program at Baptist.
  - (X) Ensure Program Participants adherence to all applicable policies and procedures at Baptist.
- (b) Student Requirements: School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B. School shall provide all original signed exhibits to Baptist's Program Coordinator prior to the Program Participants entering into the Program.
- (c) Insurance:
- (I) School shall, at School's own expense, , carry and maintain professional liability/malpractice insurance in amounts not less than one million (\$1,000,000) dollars per occurrence and three million (\$3,000,000) dollars in aggregate.
  - (II) If School purchases and carries claims-made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (I) above, School shall include an extended reporting endorsement or tail coverage to the same extent and amount as the claims-made coverage.
  - (III) For insurance required under clauses (I) and (II) of this paragraph, Baptist shall be named as an additional insured.
  - (IV) With respect to this paragraph, required coverage shall provide **primary, first dollar insurance** for the acts of the school, its officers, employees, agents and Students **without regard to other insurance which Baptist may have and without regard to Baptist's self insured retention.**
  - (V) School shall at its own expense, carry, maintain and provide workers' compensation insurance and unemployment insurance for any and all employed Program Participants.
  - (VI) For all insurance required by this paragraph except subsection (V), School shall assure that the insurance carrier notify Baptist at least thirty (30) days in advance of any cancellation or modification of such insurance policy. Upon reasonable request, or after each annual or other

periodic renewal of insurance coverages required hereunder, School shall provide Baptist with a current certificate or similar evidence documenting that such coverages are in place.

(d) Health of Participants:

- (I) School shall confirm that the Program Participants are free of communicable diseases (i.e. T.B. skin test and up-to-date vaccines) prior to participating in the Program, to include proof of Measles, Mumps & Rubella, and Hepatitis B vaccination or immunity. TB Test requirements will be in accordance with our Employee Health policy. In no event shall Baptist be financially or otherwise responsible for said medical care and treatment.
- (II) In case of illness or injury while participating in the Program at Baptist, School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care, treatment, and/or transportation therefore if necessary. In no event shall Baptist be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code; Breaks: School shall require the Program Participants to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Baptist's standards regarding same. All Program Participants shall remain on Baptist facility premises for breaks, including meals. Program Participants shall pay for their own meals at Baptist.

- a. **School badge – all Program Participants are required to display their school identification badge/card at all times while in a training at any of the Baptist's facilities in accordance with Baptist's badge policy. Such policies stipulate that the identification badge should be worn on the upper torso, approximately 4 inches below the top of the shoulder.,**

(f) General Standards: School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws, including without limitation, The Joint Commission f/k/a Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards and guidelines, the standards and guidelines of all applicable accrediting bodies, the bylaws, rules, regulations, and policies of Baptist and applicable rules and regulations of School. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Baptist or the performance of services therein. School shall ensure that Student Program Participants have completed sufficient classroom, clinical training, and other course work so that the Students can participate in the Program without disruption to patient care or any other Baptist operations. School shall ensure that Program Participants defer to Baptist at all times regarding hospital operations and patient care.

(g) School Status: School represents and warrants to Baptist that the School and Program Participants : (I) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (II) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and (III) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify

Baptist of any change in status of the representation and warranty set forth in this section. Any breach of this Section shall give Baptist the right to immediately terminate this Agreement for cause.

- (h) Background Checks/10 Panel Urine Drug Screen: School represents that each Program Participant will have undergone a 10 Panel Urine Drug Screen and a background check prior to beginning participation in the Programs. The background check will include, at a minimum, the following:
- (I) Social Security number verification;
  - (II) Multi-county, statewide felony/misdemeanor criminal record search for all cities/states for the last seven years;
  - (III) National criminal database search, federal database search, and sexual offender database search;
  - (IV) HHS/OIG list of excluded individuals/entities - GSA list of parties excluded from federal programs;

Should the background check or 10 Panel Drug Screen disclose any adverse information or screening results as to any Program Participant, School shall immediately notify those specified in the Notice provisions herein, and remove said Program Participant from the Baptist rotation.

- (i) Requirements for Participation: **In order for Program Participants to enter and remain in the Program, School shall provide to Baptist documentation for each Program Participant as follows:**
- (I) Exhibits A and B as specified in subsection (1)(b);
  - (II) Current proof of insurance as specified in subsection (1)(c);
  - (III) Confirmation that Program Participant is free of communicable diseases as specified in subsection (1)(d); and
  - (IV) Confirmation that Program Participant has met Background Check and Drug Screen criteria as specified in subsection (1)(h), and that there are no adverse results therefrom.

**Failure of School to maintain and provide Baptist with all requirements specified herein shall result in denial or removal of potential and/or current Program Participants.**

## 2. Responsibilities of Baptist

- (a) Baptist shall accept the Students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Baptist. Baptist shall provide reasonable opportunities for such Students, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Baptist operations, as determined by Baptist in its sole discretion. Baptist shall review School's rotation and assignment schedule in coordination with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

- (b) Upon the request of School, Baptist shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants and shall indemnify and hold harmless Baptist for any expense or claim incurred by Baptist as a result of Baptist's assistance hereunder.
- (c) The number of Students accepted for clinical affiliation during any given period of time shall be at the sole discretion of Baptist.

3. Withdrawal of Program Participant

Baptist may request School to withdraw or dismiss a Program Participant when, in Baptist's sole discretion, his/her clinical performance is unsatisfactory to Baptist or his/her behavior is disruptive or detrimental to Baptist and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that either the School or Baptist can dismiss the Program Participant from the Program at Baptist.

4. Independent Contractor; No Other Beneficiaries

The parties hereby acknowledge that they are independent contractors and neither the School nor any of its agents, representatives, Program Participants, Students or employees shall be considered or represent themselves as agents, representatives, or employees of Baptist. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts, and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Baptist for any salaries, insurance, or other benefits.

No Program Participant or other third person is entitled to, and shall not receive, any rights under this Agreement.

5. Confidentiality

School and its agents, Students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Baptist and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Baptist. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement except as required by law or as authorized by Baptist. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Baptist with the option of pursuing remedies for breach or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

6. Indemnification

a.) School Indemnification

- i. If School is state-sponsored and must be subject to its home state's sovereign immunity clause ("State"), the following language shall apply:

Notwithstanding anything to the contrary contained herein, to the extent allowed by law, School shall indemnify, defend, and hold harmless Hospital and its parent, subsidiaries, directors, officers, employees,

agents, successors and assigns from and against all liabilities, claims, damages, and expenses, relating to or arising out of any act or omission of the School or any of the Program Participants, faculty, directors, officers, Students, agents, representatives, and employees. Nothing contained herein shall be construed or interpreted as (1) denying to the School any remedy or defense available to such party under the laws of the State; (2) the consent of the State or its agents and agencies to be sued; (3) a waiver of sovereign immunity by the State.

- ii. For all other Schools, the following language applies:

Notwithstanding anything to the contrary contained herein, School shall indemnify, defend, and hold harmless Hospital and its parent, subsidiaries, directors, officers, employees, agents, successors and assigns from and against all liabilities, claims, damages, and expenses, relating to or arising out of any act or omission of the School or any of the Program Participants, faculty, directors, officers, Students, agents, representatives, and employees.

b) Hospital Indemnification. Notwithstanding anything to the contrary contained herein, Hospital shall indemnify, defend, and hold harmless Program Participant, School and its parent, subsidiaries, directors, officers, employees, agents, successors and assigns from and against all liabilities, claims, damages, and expenses, relating to or arising out of any act or omission of the Hospital or any of its subsidiaries, directors, officers, agents, representatives, and employees.

c) Miscellaneous Indemnification Provisions. Each party acknowledges and agrees that the provisions of this indemnification section shall be applicable without regard to the indemnifying party's insurance. Each party agrees that it shall give written prompt notice to the other of any claims threatened or made or of any suit instituted against it, which could result in a claim for or right to indemnification as herein provided. School and its students and employees shall not be construed as officers, employees, or agents of Hospital. The indemnifying party's indemnification shall not include the negligent acts or omissions of the indemnified party. This section shall survive expiration or termination of this Agreement.

## 7. Records

Any records that are generated as part of the Program Participants' participation in the Program at the Baptist as it relates to patient care shall be the property of Baptist. School agrees that in no event shall its Program Participants, Students, supervisors, employees, or agents remove or cause to be removed any original or copied Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996) from the physical premises of the Baptist. School agrees that removing or causing the removal of Protected Health Information, whether in original, electronic or copied form, will constitute ground for immediate dismissal of the involved Program Participant, Student, supervisor, employee, or agent from the Program.

## 8. Term; Termination

- (a) The initial term of this Agreement shall commence upon the date of the last signature below and expire one (1) year later. Thereafter, this Agreement shall automatically renew for one-year terms.

- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days written notice. Upon mutual written agreement of the parties, Students currently enrolled in the Program at Baptist shall be given the opportunity to complete their clinical Program at Baptist, such completion not to exceed six (6) months. In such event, the terms of this Agreement shall remain in effect as to such Students.

9. Entire Agreement

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

10. Severability

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. Captions

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

12. No Waiver

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

13. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Florida regardless of any other jurisdiction that either party may claim by virtue of its residence. Venue for any action under this Agreement shall be in Escambia County, Florida.

14. Assignment; Binding Effect

School may not assign or transfer any of its rights, duties, or obligations under this Agreement in whole or in part, without the prior written consent of Baptist. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15. Notices

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Baptist:

Baptist Health Care Corporation

Human Resources

1720 North E. Street

Pensacola, FL 32501

If to School:

Santa Rosa County District Schools

6032 Hwy 90

Milton, FL 32570

or to such other persons or places as either party may from time to time designate by written notice to the other.

16. HIPAA Requirements

To the extent applicable, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (“Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (“Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. The parties agree not to use or further disclose any Protected Health information (as defined in 45 C.F.R. Section 164.501) or individually identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. In addition, the parties agree to comply with any applicable state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its Program Participants to comply with the policies and procedures of Baptist, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 C.F.R. parts 160 and 164. Solely for the purpose of defining the Program Participants’ role in relation to the use and disclosure of Baptist’s protected health information, the Program Participants are defined as members of the Baptist’s workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Baptist.

17. Civil Rights

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall on the ground of race, color, or natural origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party’s activities.

18. No Compensation

It is mutually agreed that neither the Program Participants nor Baptist shall receive any compensation from the other party.

*(Signatures on following page)*



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date(s) set forth below.

ATTEST:

SCHOOL: Name of School

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

BAPTIST: Baptist Health Care Corporation

DocuSigned by:

By: *Sarah Colley*

Printed Name: Sarah Colley

Title: Vice-President

Human Resources

Date: 2/26/2021 | 9:48 AM PST

**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided in the form of experience in evaluation and treatment of patients of Baptist Health Care Corporation ("Baptist"), the undersigned, his/her heirs, successors, and/or assigns, does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the (name of program) Program operated by Name of School ("School") at Baptist unless such injury or loss arises solely out of Baptist's gross negligence or willful misconduct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

SCHOOL AFFILIATION AGREEMENT  
BHCC- Name of School  
Date

**EXHIBIT B****PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT**

- Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected, and the patient has a right to the confidentiality of his or her patient care information whether this information is in written, electronic, or verbal format. PHI is individually-identifiable information that includes, but is not limited to, patient's name, account number, birthdate, admission and discharge dates, photographs, and health plan beneficiary number.
- Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities may be used for Student learning activities.
- Program Participants may be given access or exposed to PHI during their clinical rotations in Baptist facilities.
- Program Participants may be issued computer identifications (IDs) and passwords to access PHI.
- ALL HEALTHCARE INFORMATION MUST BE PROTECTED AND TREATED AS CONFIDENTIAL.**

***Initial each to accept the Policy***

| Initial | Policy  |
|---------|---|
|         | 1. It is the policy of Baptist to keep PHI confidential and secure.   |
|         | 2. Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.  |
|         | 3. Whether at the school or at a Baptist clinical site, Program Participants are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear. |
|         | 4. Unauthorized removal of any part of original medical records is prohibited. Program Participants may not release or display copies of PHI.   |
|         | 5. Program Participants shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.  |
|         | 6. A computer ID and password are assigned to individual Program Participants. Program Participants are responsible and accountable for all work done under the associated access.  |
|         | 7. Computer IDs or passwords may not be disclosed to anyone. Program Participants are prohibited from attempting to learn or use another person's computer ID or password.  |
|         | 8. Program Participants agree to follow Baptist's privacy policies.   |
|         | 9. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for immediate dismissal from Baptist.  |

- I agree to abide by the above policies and other policies at Baptist's facilities. I further agree to keep PHI confidential.
- I understand that failure to comply with these policies will result in disciplinary actions including dismissal from Baptist's clinical facilities.
- I understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

---

 Signature of Program Participant/Print Name

---

 Date

SCHOOL AFFILIATION AGREEMENT  
 BHCC- Name of School  
 Date