

**AGREEMENT BETWEEN
SCHOOL BOARD OF SANTA ROSA COUNTY**

And

Council on Aging of West Florida

AFFILIATION AGREEMENT

This Student Affiliation Agreement (the "Agreement") is made and entered into and effective for all purposes and in all respects as of this 27th day of October 2022 by and between the School Board of Santa Rosa County (hereinafter "Educational Institution") and Council on Aging of West Florida (hereinafter "Organization").

With regard to the following program(s): Locklin Technical College Health Sciences Programs:

WHEREAS, the Educational Institution desires to establish a program at the Organization to provide a clinical learning experience ("Learning Experience") for its students.

WHEREAS, the Organization is willing to cooperate with the Educational Institution to establish a program for the Educational Institution's students.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein, and of other good and valuable consideration, the receipt, sufficiency, and adequacy of which hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

The Educational Institution and Organization mutually agree to the following:

1. To establish the educational objectives for the Learning Experience, advise methods for implementation, and evaluate the effectiveness of the Learning Experience.
2. Not to discriminate on the basis of race, color, creed, age, national origin, or sex, nor will either party discriminate because of handicap under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.
3. Prior to beginning the Learning Experience at the Organization, the Educational Institution shall provide participating students with basic training regarding confidentiality and privacy of protected health information under the Health Insurance Portability and Accountability Act, and all regulations issued thereunder (collectively "HIPAA"), and Organization shall provide students with specific training in Organization's HIPAA policies upon student's arrival at the Organization. The Organization shall also provide training in safety as it pertains to the workplace and applicable environments. The Organization agrees to further that training as the student begins working through the Learning Experience.
4. To abide by all applicable laws and regulations in carrying out their respective obligations under this Agreement. Both Organization and Educational Institution agree that they shall refrain from disclosing the student's educational records except with the student's consent or as permitted under the Family Educational Rights and Privacy Act and all regulations thereunder. As

applicable, the Educational Institution agrees to have each student complete appropriate consent forms for the exchange/disclosure of educational records or medical records as may be required under this Agreement.

The Educational Institution Agrees to the following:

1. To assume responsibility for assuring continuing compliance with the educational standards established by the applicable licensing and accrediting bodies.
2. To establish and maintain ongoing communication with Organization on items pertinent to Learning Experience (such communication may include but is not limited to, a description of the curriculum, relevant course outlines, policies, faculty, and major changes in this information) and to provide on-site faculty supervision as deemed necessary by Organization. Such faculty members shall be subject to all provisions of this Agreement that pertain to students.
3. To notify Organization of the planned student assignment, level of academic preparation, and length and dates of Learning Experience. In furtherance of the foregoing, the Learning Experience and student assignments shall be planned by the Educational Institution in consultation with representatives designated by Organization and shall be subject to final approval by both parties before commencement of any such assignment. Written plans for the Learning Experience and student assignments shall be submitted to Organization by the Educational Institution at least 30 days prior to the anticipated commencement of the assignments, or as otherwise mutually agreed by the parties, and shall specify the number of students for each assignment. The students in the Learning Experience shall work at all times under the supervision of designated Organization personnel or licensed professionals as required by the policies, rules, and regulations of Organization and/or applicable law and pursuant to the applicable guidelines of any Learning Experience as agreed to by the parties. Organization is under no obligation to pay the students or the Educational Institution for services provided by students hereunder, and the students are not to be considered employees or agents of Organization for any purpose whatsoever. While at the Organization, the students will not be covered by Social Security, Unemployment Compensation, or Worker's Compensation coverage, nor shall they be entitled to any benefits (in any form or fashion) provided to full or part-time employees of Organization.
4. To refer to Organization only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum which is applicable to Organization.
5. Educational Institution confirms status of all the Organization's health screening and vaccination requirements and will notify the Organization of any request for exemption or special consideration. Only students meeting all of the requirements will be considered for placement.
6. To inform students enrolled in the Learning Experience that any and all medical costs which the students may incur while participating in the Learning Experience with Organization will be the responsibility of the student. Organization will not be liable for any medical expenses incurred by the student.
7. To advise the assigned student of the responsibility for complying with the existing pertinent policies, rules, and regulations of Organization, including but not limited to confidentiality of records and individually identifiable customer information, personal conduct, dress code, identification badges, protocols, and safety.

8. Insurance (Educational Institution)

- A) Comprehensive General Liability Insurance: The Educational Institution shall procure and maintain for the life of the agreement/agreement, Comprehensive Liability insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the agreement. The coverage must be on an occurrence from basis with minimum limits of \$1,000,000 per occurrence, \$2,000,000 per annual aggregate, combined single limit for bodily injury and property damage liability.
 - B) The Educational Institution shall provide Certificate of Insurance for Comprehensive General Liability to the Organization prior to the commencement of this agreement.
 - C) The Educational Institution insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this.
9. To supply Organization with appropriate forms to be used in evaluation of the performance of the assigned student.
10. To assure the student will function under the guidance of the designated Organization personnel or a licensed professional (as the case may be).
11. No form of payment or remuneration will be provided by the Educational Institution, Organization, or the preceptor/mentor/sponsor for the students' participation in the Learning Experience and the student is responsible for all of his/her respective expenses.
12. Background Checks/ 10-Panel Urine Drug Screen: Educational Institution represents that each Program Participant will have undergone a 10-Panel Urine Drug Screen and a background check prior to participating in any Organization clinical program. The background check will include, at a minimum, the following:
- A) Social Security Number verification,
 - B) Multi-county, statewide felony/misdemeanor criminal record search for all cities/states for the last seven years,
 - C) National criminal database search, federal database search, and sexual offender database search, and
 - D) 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, the Educational Institution shall immediately notify those specified in the notice provisions herein and remove said Program Participant from the Organization rotation.

Organization Agrees to the following:

- 1. To designate Organization personnel or a licensed professional who will be responsible for the planning, implementation, and supervision of the student and his/her Learning Experience.

2. To provide Organization personnel or licensed professional with time to plan and implement the Learning Experience including, when feasible, time to attend relevant meetings and conferences.
3. To provide the physical facilities and equipment necessary to conduct the Learning Experience being offered.
4. To advise the Educational Institution of any changes in its personnel, operation, or policies that may affect the Learning Experience.
5. To provide the assigned students, whenever possible, with use of study facilities and reasonable study and storage space.
6. To provide the assigned student with a copy of Organization's existing pertinent rules, regulations and policies with which the student is expected to comply.
7. To evaluate the performance of the assigned student on a regular basis as agreed upon with Educational Institution using the evaluation form developed by the Educational Institution the completed evaluation will be forwarded to the Educational Institution within one (1) week following conclusion of the student's Learning Experience.
8. To advise the Educational Institution by mid-assignment of any serious deficit noted in the ability of the assigned student to progress toward achievement of the stated objectives of the Learning Experience.
9. To have the right to terminate immediately any student whose health, behavior, or performance is a detriment to Organization, or to achievement of the stated objectives of the Learning Experience, or is otherwise not in the best interest to Organization for the student(s) to continue in the Learning Experience, with contemporaneous or subsequent communication to the Educational Institution as the situation warrants.
10. To support continuing education and professional growth and development of those staff who are responsible for student supervision.
11. Insurance (Organization)
 - A) Comprehensive General Liability Insurance: The Organization shall procure and maintain for the life of the agreement/agreement Comprehensive Liability Insurance, Broad Form, including products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance agreement. The coverage must be on an occurrence from basis with minimum limits of \$1,000,000 per occurrence, \$2,000,000 per annual aggregate, combined single limit for bodily injury and property damage liability.
 - B) The Organization shall provide Certificate of Insurance to the Educational Institution prior to the commencement of this agreement.
 - C) The Organization insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this agreement.

Additional Terms of Agreement:

1. This Agreement shall be effective when executed by both parties, and unless terminated sooner as provided herein, it shall remain in effect for a period of one (1) year. This Agreement shall automatically renew for additional one (1) year periods, unless either party provides written notice of intent not to renew to the other party at least thirty (30) days prior to the end of the then-current term.
2. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all previous agreements and understandings, either oral or written. This Agreement may only be modified in writing and signed by authorized representatives of both parties.
3. This Agreement may be terminated under any of the following conditions:
 - A) by either party with or without cause at any time upon thirty (30) days prior written notice to the other party; provided, however, that such termination shall not be effective with respect to any student who is participating in a Learning Experience at Organization on the date of such notice, until the end of the student's Learning Experience as previously scheduled; or
 - B) by both parties at any time with mutual written agreement; or
 - C) by either party immediately upon any breach of the Agreement by the other party. Organization may also terminate the participation of a student upon written notice if such Organization determines that the continued participation of such student should be revoked or the student fails to behave in accordance with Organization's policies and procedures. If this Agreement is terminated pursuant to this paragraph, participation by the student in the current Learning Experience shall immediately cease.
4. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns.
5. If any provision is held invalid, illegal, or unenforceable with respect to particular circumstances, the Agreement shall nevertheless remain in full force and effect in all other circumstances.
6. Waiver by a party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of violation hereof.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties acknowledge, understand, and agree that the exclusive venue for any disputes pursuant to this Agreement shall be proper within the jurisdiction of the Superior Court of Santa Rosa County, Florida. The parties hereby waive any and all objections that they may otherwise have (or may raise) to venue and jurisdiction within the State of Florida. The prevailing party in any action to enforce rights or obligations under this Agreement shall be entitled to recover its costs and expenses from the other

party, including reasonable attorney's fees.

8. Organization and Educational Institution understand and agree that the Educational Institution and the students enrolled in the Learning Experience pursuant to this Agreement are at all times independent contractors of Organization and are not agents, representatives or employees of Organization unless said students are offered paid positions within the Organization. In that situation, employment contracts or internship agreements between students and Organization supersede this agreement. As independent contractors, the Educational Institution and students are responsible for their own actions and Organization shall not be liable for the acts or omissions of the Educational Institution or its employees, agents, or students.
9. This Agreement is non-exclusive and does not affect either party's ability to enter into a similar agreement with other persons or entities.
10. Whenever any notice, demand, or consent is required or permitted under this Agreement, such notice, demand, or consent shall be in writing and shall be deemed sufficiently given:
 - A) On the day personally delivered; or
 - B) three (3) days after deposit in the US mail if mailed by registered or certified mail, return receipt requested, postage prepaid; or
 - C) on the day delivered if sent by recognized overnight courier service to the following addresses:

Educational Institution:
The School Board of Santa Rosa County, FL
6032 Highway 90
Milton, FL 32570

Organization:
Council on Aging of West Florida
875 Royce Street
Pensacola, FL 32503

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal, by and through their duly authorized representatives, as of the day and year first above written.

Educational Institution:
The School Board of Santa Rosa County, FL

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Organization:
Council on Aging of West Florida

Signature: Joshua D. Newby

Printed Name: Joshua D. Newby

Title: President/CEO

Date: 10-27-22