

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 230070
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: 11/08/2022

Name of Contract Initiator: Jennifer Shepard Telephone #: 9043366951

School/Dept Submitting Contract: Professional Learning Cost Center #9009

Vendor Name: Emerson College

Contract Title: Emerson College Clinical Affiliation Agreement

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: 1 Year Renewal Option(s): Auto Renew Annually until terminated in Writing

Contract Cost: \$0

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
Funding Source: Budget Line # _____
Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- Completed Contract Review Form
- SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, this Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."**
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)
Release and Hold Harmless (If Applicable)

RECEIVED
NOV 14 2022
PURCHASING
RECEIVED
11/17/22
SBAO

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>B78</u>	<u>NO Cost</u>
Review Date <u>11/16/22</u>	
School Board Attorney <u>ASB</u>	<u>changes sheet attached - changes to</u>
Review Date <u>11/18/22</u>	<u>PLs 3.3, 4.4, 4.5 And 14</u>
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED <u>[Signature]</u> DATE: <u>12/23/22</u>

EMERSON COLLEGE
CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the “Agreement”), effective as of February 2nd, 2023 (the “Effective Date”), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, “Emerson”) and The School Board of Clay County, Florida, a Florida School District, and its agents, employees, affiliates, invitees, or representatives (collectively, the “Affiliate”). Emerson and Affiliate referred herein individually as a “Party”; collectively, as the “Parties”.

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the “Program”) to students of Emerson (each a “Student” and collectively, the “Students”); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purpose. Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:

- 1.1 Role and responsibilities of the Student within the practice setting.
- 1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.
- 1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.
- 1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.
- 1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.
- 1.6 Clinical problem-solving across age span, disorder, and setting.
- 1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.
- 1.8 Cultural competency when working with patients/clients/families in all practice settings.
- 1.9 Adherence to ASHA’s Code of Ethics and appropriate ethical behavior.

2. Program Structure; Telehealth Program Contingency.

- 2.1. Emerson and Affiliate agree that in the normal course of business, the Program will be conducted on-site by the Student at the Affiliate location consistent with all ASHA guidelines.
- 2.2. In the event of (a) a declared emergency by the federal government or the state government in which either Emerson or Affiliate are located, (b) a continued emergency circumstance in the discretion of either Party, or (c) for the health and safety of the Student as determined by either Party (each, an “Emergency Circumstance”), Emerson or Affiliate may determine to restrict or prohibit on-site placement of the Student at Affiliate.
 - 2.2.1. If either Party decides to restrict or prohibit on-site placement of the Student in response to an Emergency Circumstance, Emerson may request that Affiliate permit the Student to engage in the Program remotely using telecommunication technologies (“Telehealth Program”).
 - 2.2.2. If Affiliate agrees to permit a Telehealth Program, the Telehealth Program will be subject to the following terms and conditions:
 - 2.2.2.1. The Telehealth Program will continue for the duration of the time that Emerson is prohibiting on-site placements or until Affiliate allows on-site placements, whichever is later;
 - 2.2.2.2. The Affiliate has or will establish telecommunication capabilities to facilitate telehealth services to its clients for which Students may engage in as part of the Telehealth Program;
 - 2.2.2.3. Any such Telehealth Program shall comply with state licensing and telehealth practice laws as well as ASHA rules (which include compliance with the Council on Academic Accreditation and Council for Clinical Certification), guidelines or recommendations for internship or clinical programs, as either may be modified from time to time in consideration of any Emergency Circumstance;
 - 2.2.2.4. Emerson shall instruct the Student to adhere to all Telehealth Program rules and procedures of the Affiliate made known to the Student, which are necessary for Affiliate to conduct telehealth services in accordance with any applicable laws or regulations; and
 - 2.2.2.5. Student will continue to be covered by Emerson’s professional liability insurance as set forth in this Agreement for the duration of such Telehealth Program.
- 2.3. If Affiliate permits a Telehealth Program in accordance with Section 2.2.2, the Parties will work cooperatively in close consultation to help facilitate the Telehealth Program for the Student. Accordingly, all references to “Program” in this Agreement will mean the “Telehealth Program” as herein defined and the terms of this Agreement will continue to apply in full force and effect to any such Telehealth Program as it would to the Program, provided such terms are not inconsistent with Section 2.2.
- 2.4. If Affiliate does not permit a Telehealth Program in accordance with Section 2.2.2 of this Agreement, either Party may terminate the Agreement immediately upon written notice to the other Party.
- 2.5. Affiliate recognizes that during the time of the COVID-19 pandemic or other Emergency Circumstance, there may be increased risk to a Student, employees of Affiliate, or individuals served by Affiliate as a result of or relating to the Student’s in-person placement. Nevertheless, if (i) the Parties do not restrict or prohibit on-site placement pursuant to Section 2.2.1, and (ii) Affiliate and Student agree to pursue the on-site placement, then Emerson and Student will execute appropriate waivers for the Student to participate in the on-site placement. Affiliate acknowledges that Emerson may restrict or prohibit such on-site placement and terminate the Agreement if the Student does not execute applicable waivers.

3. Responsibilities of Emerson.

- 3.1. Program. Emerson shall be responsible for all academic and accreditation aspects of the Program. Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson's sole discretion.
- 3.2. Policies, Rules & Regulations of Affiliate. Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.
- 3.3. Insurance. Emerson shall ensure that it maintains the following insurance with an AM Best rating of A-VII or better: (a) professional liability insurance covering students, interns and professional staff members in the amount of two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate, and (b) general commercial liability insurance covering personal or bodily injury and property damages in the amount of one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate.
- 3.4. Vaccinations. If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.
- 3.5. Background Checks. If requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate. Emerson will inform Students of their obligation to provide Affiliate with documentation of a background check that meets the requirements of Florida Law, which makes background checks mandatory if the intern will be present on a school campus when students are present.
- 3.6. Health Insurance. If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

4. Responsibilities of Affiliate.

- 4.1. Program Opportunities and Activities. Affiliate shall appoint an individual to supervise each Student (the "Student Supervisor"). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program's curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student's participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student's submission to applicable licensing bodies or agencies.
- 4.2. Emergency Care. Affiliate acknowledges Emerson's interest in ensuring its Students receive medical care during an emergency at Affiliate, and Affiliate shall make emergency medical care available to Students at Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.
- 4.3. Withdrawal. Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.
- 4.4. Insurance. Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages of not less than one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate and professional liability insurance in amounts, in each case, of not less than two million dollars (\$2M USD) per claim and four

million dollars (\$4M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson. Affiliate is a political subdivision of the State of Florida and is self-insured up to the limits of its waiver of sovereign immunity as set forth in section 7568.28 Florida Statutes and is exempt from carrying additional insurance. Nothing in this entire agreement shall be construed as a waiver by affiliate of its sovereign immunity or interpreted to increase either the scope of dollar limits of Affiliate's liability beyond that which is set forth in Section 768.28, Florida Statutes .

4.5. **Indemnification.** Affiliate agrees to defend, indemnify and hold harmless Emerson, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the "Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with Affiliate's breach of this Agreement, negligence, or willful misconduct related in any way to this Agreement or the Program; provided that the maximum aggregate liability under this provision shall not exceed the applicable insurance coverage or benefits set forth in this Agreement. Notwithstanding any contrary contractual language, nothing in this agreement shall be construed or interpreted to increase the scope or dollar limit of the Affiliate or The School Board of Clay County, Florida's liability beyond that which is set forth in 768.28, Fla. Stat., or to otherwise waive the Affiliate's or School Board's sovereign immunity, or to require the Affiliate or Board to indemnify Emerson or any other person, corporation or legal entity of any kind or nature whatsoever for any claim, demand, action, proceeding, injury or loss resulting from any acts other than the actionable negligent acts of Affiliate, School Board or their agents or employees.

5. Term and Termination.

- 5.1. The term of this Agreement ("Term") shall be one (1) year commencing on the Effective Date, and shall automatically renew for successive one (1) year terms unless earlier terminated as set forth herein.
- 5.2. This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program.
- 5.3. In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.
- 5.4. Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate's Student Supervisor.

6. Education Records. If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g; 34 C.F.R. § 99.3), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.

7. Confidentiality. The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA "education records," strictly confidential. This section shall survive any cancellation or termination of this Agreement.

8. Status of the Parties. Each Party to this Agreement shall be considered an independent contractor and this

Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman's compensation insurance benefits.

9. Non Discrimination. In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.

10. Compliance with Policies. Affiliate understands that the Students in the Program are subject to and protected by Emerson policies on academics and conduct. Affiliate agrees to cooperate with Emerson's actions taken or inquiries made pursuant to policies.

11. Use of Name; Public Disclosure. Unless Emerson provides prior written approval, Affiliate may not use the name of "Emerson" or any Emerson logo or mark; disclose the terms of this Agreement externally; or communicate with members of the media or otherwise make any public announcement regarding the Program. Notwithstanding the foregoing, Affiliate may disclose the terms of this Agreement as required by law or to comply with a regulatory, accreditation, legal or financial reporting obligation. Affiliate may disclose the terms of this Agreement to legal, tax, or financial advisors. Nothing in this paragraph prevents Affiliate from stating that Students are enrolled in Emerson's program or from publicizing Students' placement if Students agree.

12. Notices. Any notices permitted or required by this Agreement shall be in writing and deemed made on the day such notices are sent via email, delivery receipt requested, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate: The School Board of Clay County, Florida
Dr. Jennifer Shepard, Director of Professional Learning
900 Walnut Street, Green Cove Springs, FL 32043

If to Emerson: Emerson College
Attn: Laura Glufling-Tham
Email: laura_glufling_tham@emerson.edu

With a copy to: Emerson College's Office of the General Counsel:
Email: Kenneth_Danton@emerson.edu

13. Assignment. The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.

14. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the State courts of Clay County, Florida and will not contest venue or jurisdiction in those courts.

15. Entire Agreement; Amendment; Waiver. This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

EMERSON COLLEGE

**THE SCHOOL BOARD OF CLAY COUNTY
FLORIDA**

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	CONTACT NAME: Ellen Gemba
	PHONE (A/C, No, Ext): 617-646-0376
	FAX (A/C, No):
	E-MAIL ADDRESS: Ellen_Gemba@ajg.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: United Educators Ins, a Reciprocal Risk Retention
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED EMERCOL-01
 Emerson College
 120 Boylston Street
 Boston MA 02116-4624

COVERAGES **CERTIFICATE NUMBER:** 1894012935 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			X24-20D	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Internship and Professional Liability			X24-20D	6/1/2021	6/1/2022	Per Occurrence \$2,000,000 Annual Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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