

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 230110
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE: 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: 3/7/2023

Name of Contract Initiator: Jennifer Shepard Telephone #: 904-336-6951

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

Vendor Name: University of South Florida

Contract Title: USF Student Internship Agreement, Psychology Program

Contract Type: New X Renewal Amendment Extension Previous Year Contract #

Contract Term: Effective until terminated by either party - 30 day written notice

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
 MARCH 7 2023
 PURCHASING

RECEIVED
 3/9/2023
 SBAO

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BYS</u> Review Date <u>3/8/2023</u>	<u>NO COST</u>
School Board Attorney <u>JB</u> Review Date <u>3/20/23</u>	<u>1 Add language - see pg 9 Pg 201e</u>
Other Dept. as Necessary Review Date	<u>2 Add "Point of Contact" Pg 1</u>
	<u>3 Add Jessica Hunsford Language under University obligations</u>

PENDING STATUS: YES NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS _____ DATE: _____

This student internship agreement is between THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate (“**USF**”) and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, a school district in Clay County, Florida (“**Host**”).

USF’s School Psychology Program (“**Program**”) requires students seeking Educational Specialist (“**Ed.S.**”) and Doctor of Philosophy (“**Ph.D.**”) degrees to complete an internship providing them significant educational benefits and training, developing their school psychological skills, and preparing them for practice and entry into the field (“**Internship**”).

Host wants to provide certain Ed.S. and Ph.D. students in the Program an internship setting to complete their Internship.

The parties therefore agree as follows:

1. **Points of Contact.** The primary point of contract (“**POC**”) for each party to communicate in the implementation of this agreement will be as follows:

To USF:

[INSERT USF POC NAME AND TITLE]

[INSERT USF NAME]

[INSERT USF STREET ADDRESS]

[INSERT USF CITY, STATE, ZIP]

[INSERT USF EMAIL]



To Host:

Dr Jennifer Shepard, Director of Professional Learning

The School Board of Clay County

900 Walnut Street

Green Cove Springs, FL 32043

Jennifer.shepard@myoneclay.net

2. **University Responsibilities.** USF shall do the following:
 - (1) Advise each student seeking to participate in an Internship not to contact any of the Host’s employees outside of the applicable internship selection process regarding placement;
 - (2) Communicate with the Host as necessary to facilitate placement of each student seeking to participate in an Internship (if Host is a Florida School District, then the internship selection process is guided by the process adopted by the Florida Association of School Psychologists);
 - (3) Confirm the eligibility of any student seeking to participate in an Internship with the Host prior to their placement at the Host’s internship setting;
 - (4) Assign to each Intern a faculty member from the Program (“**Faculty Coordinator**”) meeting the minimum qualifications for such position as set forth by the National Association of School Psychologists (“**NASP**”) to provide each student participating in an Internship (“**Intern**”) academic supervision and evaluate Internship progress;

- (5) Inform each Intern that the Host may require the Intern to be covered by health insurance at their own expense and may request proof of insurance at any time;
- (6) Inform each Intern that they must maintain professional liability insurance for students at their own expense for the duration of their Internship and provide USF evidence of such insurance upon request;
- (7) Inform each Intern that they must follow Host's policies, rules, and regulations and NASP's professional standards;
- (8) Provide the Host with information regarding the policies, objectives, and requirements of the Program and the Internship;
- (9) Provide the Host forms to be completed by the Host when evaluating each Intern;
- (10) Collaborate with the Host through the Faculty Coordinator to observe and evaluate each Intern's progress, provide each Intern feedback on their progress, and coordinate Internship activities which may include either or both remote meetings or visits to the internship setting to observe Intern's work and meet with the Intern, their Host Supervisor, and other Host's employees, as needed;
- (11) Determine the sufficiency of each Intern's performance with respect to Program requirements and academic credit related to the Internship; and
- (12) Withdraw any Intern from an internship setting if USF determines the Intern does not meet the standards for continuation in the Program or the Host does not provide an internship setting meeting the requirements established under this agreement.

3. **Host Responsibilities.** Host shall do the following:

- (1) Communicate with USF as necessary to facilitate placement of each student seeking to participate in an Internship;
- (2) Assign each Intern placed by Host at its internship setting between one academic year (no less than ten months for a full-time internship) and two academic years (no more than 24 months for a part-time internship) and allow for the accrual of at least 1500 clock hours for any Intern seeking an Ed.S. degree and at least 2000 clock hours for any Intern seeking a Ph.D. degree during their Internship;
- (3) Assign a certified or licensed psychologist employed by the Host ("**Host Supervisor**") meeting the minimum qualifications for such position as set forth by the NASP to provide direct supervision to each Intern at the field level during the Internship (additionally Host Supervisors of Interns pursuing a Ph.D. must meet the requirements for such a position as set forth in the guidelines for doctoral internships published by the Council of Directors of School Psychology Programs);
- (4) Ensure each Intern submits to and passes a fingerprint-based background check at Intern's own expense as required by Florida law prior to either or both entering Host's school grounds when students are present and any direct contact with students during the Internship;
- (5) Provide each Intern the Host's policies, rules, and regulations and inform them of all federal, state and local laws and regulations pertaining to their performance during their Internship;

- (6) Provide each Intern clinical resources, office space, clerical assistance, and other conveniences commensurate with school psychologists employed by the Host;
- (7) Provide each Intern with diverse experiences that address the ten domains of professional practice prescribed by the NASP;
- (8) Provide each Intern regularly scheduled, supervised, and documented training activities, such as professional development, in-service training, case conferences, seminars, and observation of delivery of school psychology services;
- (9) Collaborate with USF through the Host Supervisor to observe and evaluate each Intern's progress, provide each Intern feedback on their progress, and coordinate Internship activities which may include either or both remote meetings or facilitating visits to the Host's internship setting by Intern's Faculty Coordinator to observe Intern's work and meet with the Intern, their Host Supervisor, and other Host employees, as needed;
- (10) Provide each Intern with appropriate feedback, timely evaluations, and weekly supervision meetings to discuss their performance, including a minimum of two hours per week of face-to-face, individual supervision by Host Supervisor for each Intern;
- (11) Provide USF written evaluations of each Intern's performance at least twice per academic year to be completed by the Host Supervisor on forms provided by USF;
- (12) Provide each Intern the same emergency medical care or minor medical treatment as provided to Host's other employees in accordance with Host's policies, rules, and regulations;
- (13) Provide USF written notice if Intern is involved in a reported incident either or both occurring on the Host's premises and related to their Internship;
- (14) Rescind an Intern's placement at its internship setting if Host determines Intern's conduct has violated any of the Host's policies, rules, and regulations or standards of care by providing USF written notice detailing such conduct.

4. **Termination.** Either party may terminate this agreement without cause by providing the other party 30 days' written notice. Such termination will not prevent the completion of any Internships in progress at the time of termination and this agreement will remain in effect until the completion of all Internships in progress at the time of termination.

5. **Protection of Personal Information**

a. Each party shall implement reasonable and appropriate safeguards to protect "personal information" as defined in § 501.171, Fla. Stat., "education records" as defined in § 1002.225, Fla. Stat. and 20 U.S.C. § 1232g, and "protected health information" as defined in 45 CFR 160.103 disclosed by the other party or otherwise generated by either party in the performance of this agreement ("**Personal Information**").

b. Each party shall safeguard and prevent any unauthorized use or disclosure of Personal Information in accordance with applicable federal and state law, limit access to Personal Information to only its employees with a

need to access the Personal Information to perform their job duties related to this agreement, and ensure that such employees are aware of the obligations of this section.

c. If either party becomes aware of any unauthorized use or disclosure of Personal Information or has a reasonable belief that substantial risk of unauthorized use or disclosure exists, it will provide written notice to the other party within five calendar days from the discovery of such unauthorized use or disclosure or substantial risk thereof.

d. Each party will provide commercially reasonable assistance to the other party in identifying individuals potentially affected by such unauthorized use or disclosure. Each party will be responsible for its own costs and expenses associated with such assistance.

6. **Intern Employment Status.** Each party acknowledges that it is the intent of the parties that any Intern placed under this agreement will not be an employee of USF or the Host during the Internship and is participating in the Internship for academic credit. Each party is responsible for taking any actions necessary to ensure their compliance with relevant federal and state laws regarding the employment status of any Intern placed under this agreement.

7. Notices

a. For a notice under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by private courier service with proof of delivery and all fees prepaid, (3) by registered or certified mail with return receipt requested and postage prepaid, or (4) by email with delivery receipt.

b. For a notice to a party under this agreement to be valid, it must be addressed to the POC for that party or any other address specified by that party in a notice in accordance with this section.

c. A valid notice under this agreement will be effective when received by the party to which it is addressed. It will be deemed received as follows:

- (1) if it is delivered by hand, by private courier service with proof of delivery and all fees prepaid, by registered or certified mail with return receipt requested and postage prepaid, or by email with delivery receipt, upon receipt as indicated by the date on the signed or otherwise validated receipt; and
- (2) if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

d. If a valid notice is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then that notice or other communication will be deemed received at 9:00 a.m. on the next business day.

8. **Independent Contractor Status.** The parties are independent contractors and neither party will have supervision or control over the other party's officers, employees, agents, or servants in the performance of their duties. Neither party shall be entitled to enter any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

9. Insurance

See "Add Language" Next Page

a. Host [INSERT DESCRIPTION OF HOST'S INSURANCE COVERAGE]. Host shall provide USF evidence of this coverage upon USF's request. USF acknowledges this coverage is sufficient in lieu of any other insurance requirements. Host's total liability will not exceed the limits of the coverage described in this section.

b. USF is provided with comprehensive general liability insurance through the State Risk Management Trust Fund with limits of coverage up to a maximum of \$200,000 per occurrence and \$300,000 in aggregate pursuant to the terms and limitations of § 768.28 and Chapter 284 of the Florida Statutes. USF shall provide Host evidence of this coverage upon Host's request. Host acknowledges this coverage is sufficient in lieu of any other insurance requirements. USF's total liability will not exceed the limits of this self-insurance coverage.

c. Neither party is obligated to provide any Intern's personal health insurance under this agreement.

10. **Limited Waiver of Sovereign Immunity.** Each party has sovereign immunity as a state agency or subdivision of the State of Florida. Each party assumes risk of injury or loss of property, personal injury, or death caused by any negligent or wrongful act or omission of its officers, employees, agents, or servants while acting within the scope of their employment as provided in § 768.28, Fla. Stat and subject to the limitations contained therein. Each party acknowledges that nothing contained in this agreement will be construed as a waiver of sovereign immunity by either party or the State of Florida, including its other agencies or subdivisions, beyond that provided in § 768.28, Fla. Stat.

11. **Modification; Waiver.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

12. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want the court to interpret this agreement as follows:

- (1) for any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (2) if it modifies or disregards an unenforceable provision in accordance with this section, by holding that the rest of the agreement remains in effect as written;
- (3) by holding that any unenforceable provision remains as written in any circumstances other than those in which the provision is held to be unenforceable; and
- (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

13. **Governing Law.** Florida law governs all adversarial proceedings brought by one party against the other party arising out of this agreement or the subject matter of this agreement.

14. **Jurisdiction; Convenient Forum.** As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring such a proceeding

Add
Language

Host

User 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 768.28 Fla. Stat. and is exempt from carrying additional insurance, Nothing in this entire agreement shall be construed as a waiver by user of its sovereign immunity or interpreted to increase either the scope or limits of users liability beyond that which is set forth in sec. 768.28, Fla. Stat.





STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion

thereof, or out of materials, parts, or equipment furnished in connection therewith;

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) **Event of Occurrence**
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) **Notice of Claim or Suit**
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) **Assistance and Cooperation of the Insured**
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and

giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

