

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 230098  
 Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:  
**NON-BOARD**  
 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: 2/3/2023

Name of Contract Initiator: Melanie Sanders Telephone #: 904-336-6866

School/Dept Submitting Contract: CO/ESE Cost Center # 9005

Vendor Name: Florida State College at Jacksonville

Contract Title: Health Sciences Affiliation Agreement

Contract Type:  New  Renewal  Amendment  Extension  Previous Year Contract # 210029 *Board Appr'd 10/1/2020*

Contract Term: August 21, 2023 - June 30, 2026 (3 years) Renewal Option(s):

Contract Cost: \$0.00

check dates of contract 210029

**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  
 FEB - 6 2022  
 PURCHASING  
 RECEIVED  
 2/07/2023  
 SBAO

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BTS</u> Review Date <u>2/6/2023</u>	<u>There are slight changes from previous Contract 210029. I made note of the 3 biggest ones.</u>
School Board Attorney <u>JB</u> Review Date <u>2/8/23</u>	<u>make additions and modifications set forth - necessary to be approved.</u>
Other Dept. as Necessary Review Date	

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

FINAL STATUS:  **APPROVED** *[Signature]* DATE: 3/7/23

Health Sciences Affiliation Agreement  
between  
Florida State College at Jacksonville  
And  
Clay County District Schools

THIS AFFILIATION AGREEMENT, entered into and effective as of August 21, 2023, (the "Effective Date") by and between The District Board of Trustees of Florida State College at Jacksonville, a public body corporate of the State of Florida, ("College"), and Clay County District Schools ("Agency").

WHEREAS, the Agency has clinical and/or medical services located at 23 South Green Street, Green Cove Springs, FL 32043 (hereinafter the "Facility");

WHEREAS, the College provides approved program of study in the field(s) of Occupational Therapy Assistant (hereinafter the "Program(s)"), and desires its students in the Program(s) to obtain educational experiences by utilizing appropriate facilities and personnel of third parties;

WHEREAS, Agency has the appropriate facilities and personnel for Program students (hereinafter the "Students"), and has agreed to make such facilities and personnel available to College; and

WHEREAS, Agency and College desire to cooperate to establish and implement an educational experience involving the Students and personnel of College, and the facilities and personnel of Agency (hereinafter, "Educational Experience").

NOW AND THEREFORE, in consideration of mutual promises herein, College and Agency agree that the Educational Experience further described herein be established and implemented by Agency and College during the term of this Agreement and shall be subject to the following terms and conditions:

1. **RESPONSIBILITY OF AGENCY.** Except for acts to be performed by College pursuant to the provisions of this Agreement, Agency shall furnish the Facility, applicable personnel, services and all other items necessary for the Educational Experience, and, in connection with such Educational Experience, Agency also shall:
  - a) Employ medical, administrative, and direct patient care staff who are currently licensed to practice medicine in the State of Florida and who are qualified either through experience and/or academically to uphold and demonstrate standards of medicine and medical care as established by Agency.
  - b) Coordinate, with the College and staff, the schedules and activities in such a manner as to prevent conflict of schedules in the Educational Experience. This coordination involves planning with faculty members for the assignment of students to specific rotations and experiences, including their attendance at selected conferences, courses and programs conducted under the direction of the Agency.
  - c) Cooperate with the College in enforcing College policies and procedures related to Student performance and Student conduct.
  - d) Comply with all applicable requirements of any accreditation authority over Agency and College and certify such compliance upon request by College.
  - e) Permit the authority responsible for accreditation of College's curriculum to inspect the Facility, services and all other items provided by Agency for purposes of the Educational Experience upon reasonable notice.

- f) Designate a person to serve for Agency as liaison (hereinafter the "Agency Liaison"), and provide College, in writing, the name and professional and academic credentials, where applicable, of the person proposed as Agency Liaison prior to the start of the Educational Experience.
- g) Endeavor to include appropriate members of the College's faculty in Agency staff meetings when policies to be discussed will affect or are related to the Educational Experience and/or Students at the Agency's discretion.
- h) Provide the Students with an appropriate orientation of Agency's policies and procedures, including compliance with the Health Insurance Portability and Accountability Act ("HIPAA") and its regulations and ensure that Students comply with all applicable provisions of HIPAA and its regulations.
- i) Provide the Students with learning opportunities relevant to the Program under appropriate supervision.
- j) Retain sole and ultimate responsibility for total patient care.
- k) Provide faculty and Students with emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at the Facility. Payments for such emergency accident care shall be the personal responsibility of the individual at the individual's expense.
- l) Not guarantee it will place or maintain placement of any Student at Agency.
- m) Notify College, in writing, of any Student whose work or conduct with clients, patients or personnel is not, in the opinion of Agency, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Agency's operation. Agency may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. In such event, said Student's participation in the Educational Experience at Agency shall immediately cease, subject to being resumed only with the mutual written agreement of Agency and College.
- n) Encourage an atmosphere conducive to learning.
- o) Provide College faculty with access to current written policies, procedures, standards of care and protocols of Agency, which College acknowledges shall govern College Students and faculty involved in the Program(s) while present at the Facilities.
- p) Maintain its operating license and appropriate accreditation.
- q) Provide physical space for student/faculty conferences and meetings while they are on site at the Facilities for Educational Experiences.
- r) Not displace regular Agency employees with Student(s), nor pay wages to Student(s) for the time spent in the Educational Experience.

2. RESPONSIBILITIES OF COLLEGE. The College shall:

- a) Notify Students and Faculty that a physical examination of all Students and College faculty and staff is required prior to their participation in the Educational Experience at the Facility. This examination shall include general physical exam, utilizing history and immunization assessment, and TB screening.
- b) Provide Agency, in writing, the names of the Students assigned by College to participate in the Educational Experience prior to the beginning of the Educational Experience.

- c) Obtain an appropriate level of criminal background screening through the State of Florida's Volunteers and Employee Criminal History System (VECHS) as Agency and College require as a prerequisite to assigning Students, faculty and staff to the Facility. Since Agency is not a VECHS qualified entity no documentation will be provided to Agency.
- d) Assign only those Students who have satisfactorily completed those portions of College curricula that are a prerequisite to participation in the Educational Experience, as well as appropriate health and background screenings.
- e) Not assign more Students to a clinical unit and/or an instructor than indicated for each Educational Experience by the Agency.
- f) Obtain and maintain for each Student in the Program(s), as a condition of their participation in the Program(s), and during the term of their Program participation at Agency, professional liability insurance. Such insurance shall be on a per occurrence basis in amounts no less than one million dollars/three million dollars (\$1,000,000.00/\$3,000,000.00) for personal injuries. Such professional liability insurance shall cover amounts that enrolled Students become legally obligated to pay as a result of injury or damage as a result of a medical incident at the Agency. Coverage extends to Faculty solely in their responsibilities for training, advising, and supervising Students enrolled and engaged in the curriculum of the College.
- g) Designate a member of the College's staff (hereinafter the "College Representative") to coordinate the educational experience of Students participating in the Educational Experience with the Agency Liaison, and provide Agency, in writing, the name of the College Representative.
- h) Upon receipt of Agency's written notice of a Student or participating faculty whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Agency's operation, evaluate such Student's or participating faculty's conduct and take appropriate action. It is understood that, if Agency takes action under the provisions of Section 1.m., that the Student's or participating faculty's participation in the Educational Experience at Agency shall immediately cease, subject to being resumed only with the mutual written agreement of College and Agency.
- i) Not guarantee it will place or maintain the placement of any Student at Agency.
- j) Agree to notify participating faculty, staff and Students that they are required to comply with the applicable policies and procedures of the Agency during the course of their participation in the Program, to the extent permitted by law and, in so far as they do not conflict with any of the College's policies and procedures, including those governing the use and disclosure of individually identifiable health information under Federal law and regulations, including but not limited to regulations under HIPAA.

Solely for the purpose of defining the Students' role in relation to the use and disclosure of the Agency's protected health information, such Students are defined as members of the Agency's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Agency.

- k) Agree to notify Students, faculty and other College-employed individuals participating in the Educational Experience, that they are required as a condition of their participation in the Educational Experience, to execute the Confidentiality Statement attached hereto as (Exhibit A to this Agreement) acknowledging their responsibility under applicable Federal law and regulations, including but not limited to regulations under HIPAA, to keep confidential any information regarding Agency patients, as well as confidential information of the Agency.

- l) Establish and maintain for this clinical placement, curriculum standards and educational policies that meet College standards and applicable licensing and accreditation requirements.
- m) Administer, organize and operate the overall educational Program(s) in coordination and cooperation with the Agency.
- n) Provide course outlines to Agency that include objectives, goals and classes for each course providing clinical experience.
- o) Provide Agency with a copy of the Student Handbook that sets forth the rules governing Student behavior.

3. **RESPONSIBILITY TO INFORM STUDENTS.** The College shall inform its Students in the Educational Experience that as participants in the Educational Experience they are required to:

- a) Comply with the policies and procedures of Agency, to the extent permitted by law and, in so far as they do not conflict with any of the College's policies and procedures, including the Agency's policies on confidentiality and disclosure of information.
- b) Comply with state and federal laws and regulations.
- c) Provide and wear the necessary and appropriate uniform while on duty at Agency.
- d) Obtain prior written approval of both parties to this Agreement before publishing any material related to the Educational Experience provided under the terms of this Agreement. This subsection (d) does not apply to any required coursework related to the Educational Experience.
- e) Maintain the confidentiality of all records or information exchanged in the course of the Educational Experience.
- f) Acknowledge and agree that neither the College nor the Agency guarantees to place or maintain placement of any Student under this Agreement.
- g) Execute and abide by the Confidentiality Statement (Exhibit A) pursuant to Section 2(i) above.

4. **EDUCATIONAL EXPERIENCE COORDINATION.**

- a) College and Agency agree to work together to establish and maintain a quality Educational Experience. Agency agrees to take an active role in suggesting education policy, curriculum, and course content.
- b) College and Agency agree to provide representatives to form a Liaison Committee to meet periodically to fashion, discuss, evaluate, and make recommendations to revise the Educational Experience at Agency. College agrees upon request to provide representatives from College faculty to serve on Agency committee(s) relevant to the Educational Experience.
- c) The parties acknowledge that many Student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that Student permission must be obtained before releasing specific Student data to anyone other than College. College agrees to provide guidance to Agency with respect to complying with FERPA. Both parties agree to maintain strict confidentiality of Students' activities and their records in accordance to College policies and procedures and applicable state and federal laws and regulations.
- d) Neither party, nor any joint committee established herein, shall have the power to obligate College or Agency resources, or commit either, to any particular action without the written consent of the other.

- e) Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of the Joint Commission, the Florida Department of Health, the Florida Agency for Health Care Administration, and all other agencies and departments with licensing or regulatory authority over Agency or College, as well as their own respective institutional rules and regulations.
  - f) The parties hereto acknowledge and agree that College is a political subdivision of the State of Florida. As such College's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations and District Board of Trustees Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that College's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F. S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, F. S. As College is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law without regard to Florida provisions for conflict of law.
  - g) Agency acknowledges that College, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The parties agree to comply with the applicable Florida Statutes regarding all public records related to this Agreement
  - h) **PROGRAM INTEGRITY:** Pursuant to U.S. Department of Education rules and regulations codified in 34 Code of Federal Regulations (CFR) Sections 668.71 – 668.75, an educational institution eligible for Title IV student aid and loan funding, and any educational partners of the institution, must comply with federal guidelines regarding representations made to students. Agency, as a partner with the College in the delivery of a portion of an educational program, must ensure that no employee of Agency misrepresents to any student any of the following:
    - 1. The nature of the Program or any other education program at the College
    - 2. The nature of the costs associated with the Program or any other educational program at the College.
    - 3. The employment or salary a graduate will secure after completion of the Program or any other program at the College.
5. **REQUEST FOR WITHDRAWAL OF STUDENT.** The Agency has the right to request the College to withdraw any Student from the Educational Experience whose conduct or work with patients or personnel is not, in the opinion of the Director/Administrator of the Agency, in accordance with acceptable standards of performance. The College may at any time withdraw a Student whose progress, conduct, or work does not meet the standards of the College for continuation in the Educational Experience. Final academic action concerning the Student is the responsibility of the College.
6. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Students shall participate in the Educational Experience hereunder for the sole consideration of

obtaining an educational experience. No Student or participant shall be considered an employee or volunteer of Agency by virtue of participation in the Educational Experience.

7. A. **INSURANCE.** The parties acknowledges that the College and the Agency are self-insured for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the respective parties. Their self-insured fund and various policies are authorized pursuant to Florida Statutes and the College's District Board of Trustees. The parties agree to maintain their self-insurance fund and excess policies for the duration of this Agreement. Furthermore, nothing contained in this entire agreement shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of either party to be sued; or (iii) a waiver of sovereign immunity of either party beyond the waiver provided in Section 768.28, Florida Statutes.

B. INDEMNIFICATION. Agency shall indemnify, defend and hold harmless College and its affiliates, together with their respective directors, officers, agents, and employees from and against any and all claims, litigation, liability, loss, damage and expense (including reasonable attorneys' fees and court costs) brought by a third party and arising out of, or alleged to have arisen out of, the negligent or willfully wrongful acts or omissions of the Agency or its directors, officers, agents, employees and subcontractors.

8. **ASSIGNMENTS.** This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.
9. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of Agency and College, and is not intended to create rights or any cause of action in any third parties.
10. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.
11. **TERM/TERMINATION.** The term of this Agreement shall be for a period of three (3) years commencing on the Effective Date and may be renewed for successive three (3) year periods if agreed upon in writing by the parties hereto at least 60 days before the conclusion of the then-current term.. If either party to this Agreement wishes to terminate the Agreement early, it is understood that at least ninety (90) days prior written notice shall be given prior to the proposed termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Educational Experience shall continue as necessary for the purpose of permitting Students actually participating in the Educational Experience at the time of termination to finish the Educational Experience at Agency.
12. **APPLICABLE LAW.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. In the event of any litigation between the parties, the parties agree that to the local state and federal courts located in Duval County, Florida shall have exclusive jurisdiction over such litigation and shall be the exclusive venue in which such litigation may be brought/maintained.
13. **NONDISCRIMINATION.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability or veteran or marital status, or any other characteristic protected by law.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this Agreement, neither College nor Agency make any representations, warranties, covenants or undertakings of any kind, express or implied.

- 15. **AMENDMENTS AND MODIFICATIONS.** All amendments and modifications to this Agreement shall be made by written mutual consent of both parties, which shall include the date and signatures of parties agreeing to the amendment(s) and/or modification(s).
- 16. **COPIES OF AGREEMENT.** Copies of this Agreement shall be placed on file and be available at the College and at the Agency.
- 17. **NOTICES.** All notices under this Agreement shall be in writing and delivered by personal delivery, United States, certified, return receipt requested, mail, or via Federal Express with delivery confirmation requested. Such notices shall be delivered to the following:

If to College:                   Dr. Neal Henning  
   Dean of Health Sciences  
   4501 Capper Road  
   Jacksonville, FL 32218

with a copy to:               Office of General Counsel  
   Florida State College at Jacksonville  
   501 West State Street, Suite 403  
   Jacksonville, FL 32202

If to Agency:                 David Broskie, Superintendent of Schools  
   900 Walnut St.  
   Green Cove Springs, FL 32043

- 18. **ELECTRONIC SIGNATURES.** The Parties agree that this Agreement may be executed and delivered by facsimile, electronic mail, or any other suitable electronic means, and the Parties agree that signatures delivered by any of the aforementioned means shall be deemed to be original, valid, and binding upon the Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the day and date first written above, and each agrees to be bound by the provisions hereof.

Clay County District Schools

Florida State College at Jacksonville

By: \_\_\_\_\_  
 David Broskie  
 Superintendent of Schools

By: Neal Henning  
Neal Henning (Feb 17, 2023 11:33 EST)  
 \_\_\_\_\_  
 Dr. Neal Henning  
 Dean of Health Sciences

Federal ID # 59-6000552

Federal ID # 59-1149317

By: \_\_\_\_\_  
 Clay County School Board  
 Chair

\_\_\_\_\_  
 Date



(EXHIBIT A)

CONFIDENTIALITY STATEMENT

School: \_\_\_\_\_

Program(s): \_\_\_\_\_

Facility/Agency: \_\_\_\_\_

The undersigned hereby acknowledges his/her responsibility under applicable federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPAA"), to keep confidential any information regarding Facility/Agency patients, as well as all confidential information of Facility/Agency. The undersigned agrees, under penalty of law, not to reveal to any person or persons any specific information regarding any patient, except to authorized clinical staff and associated personnel of the Facility/Agency and, as necessary, to other Participants/Students at the Facility/Agency who are supervising or assisting the undersigned in the provision of services at Facility/Agency. The undersigned further agrees not to reveal to any third party any confidential information of Facility/Agency, except as required by law or as authorized by Facility/Agency.

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

\_\_\_\_\_  
Participant/Student

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name







# Clay Co Schools Aff. Agmt\_OTA 2.15.2023 (002)\_Final

Final Audit Report

2023-02-17

Created:	2023-02-17
By:	June Deaton (june.deaton@fscj.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGwP0IPb5TJF1sPCKUgahKz-6_I6rCxgo

## "Clay Co Schools Aff. Agmt\_OTA 2.15.2023 (002)\_Final" History

-  Document created by June Deaton (june.deaton@fscj.edu)  
2023-02-17 - 4:31:58 PM GMT
-  Document emailed to neal.henning@fscj.edu for signature  
2023-02-17 - 4:32:25 PM GMT
-  Email viewed by neal.henning@fscj.edu  
2023-02-17 - 4:33:23 PM GMT
-  Signer neal.henning@fscj.edu entered name at signing as Neal Henning  
2023-02-17 - 4:33:36 PM GMT
-  Document e-signed by Neal Henning (neal.henning@fscj.edu)  
Signature Date: 2023-02-17 - 4:33:38 PM GMT - Time Source: server
-  Agreement completed.  
2023-02-17 - 4:33:38 PM GMT