

AFFILIATION AGREEMENT

THIS AGREEMENT, effective as of the ____ day of ____, 20____, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA with offices at 1960 Landings Blvd., Sarasota, FL 34231 (hereinafter referred to as the "Agency") and **YESHIVA UNIVERSITY** with offices at 500 West 185th Street, New York, New York 10033 (hereinafter referred to as the "University").

W I T N E S S E T H:

WHEREAS, the administrators of the University have established an approved graduate program of professional training for Speech-Language Pathology, which program requires practice facilities where students can obtain Speech-Language Pathology learning experiences; and

WHEREAS, the Agency has the needed facilities and professional staff necessary to provide training to the University's Graduate Program in Speech-Language Pathology students (hereinafter referred to as the "Students") to obtain part of the knowledge and skills required for the Speech-Language Pathology profession; and

WHEREAS, it is to the benefit of the Students to use these facilities of the Agency for Speech-Language Pathology services; and

WHEREAS, the Agency will benefit from making facilities available to the Students, by obtaining the Student's Speech-Language Pathology learning experience while contributing to the educational and clinical preparation of a future supply of Speech-Language Pathology professionals.

NOW, THEREFORE, the parties agree as follows:

1. The term of this Agreement shall be for a period of one year and shall renew automatically from year to year unless terminated by either party upon 60 days' written notice prior to the anniversary date. In addition, this Agreement may be terminated for cause upon 30 days' prior written notice during any contract year. Except under unusual conditions, all such notifications will be submitted prior to the beginning of a particular training period.
2. The University agrees:
 - (a) To provide the Agency with the number of Students to be assigned (the number to be mutually agreed upon), and the dates and hours they will be assigned by the beginning of each training period.

(b) To have a University faculty or staff member coordinate with the designated Agency officers regarding the assignment that will be assumed by the Students while participating in their Speech-Language Pathology learning experience, and the Students' attendance at selected conferences, meetings, workshops, courses, and programs conducted under the direction of the Agency.

(c) To inform the Students to abide by all regulations and policies of the Agency.

(d) To require each Student to provide the Agency with evidence of medical and/or hospital insurance coverage.

(e) To maintain in force for the University and its faculty members professional liability insurance with a limit of \$1.0 million per occurrence subject to an aggregate limit of \$3.0 million per policy year and commercial general liability insurance with a limit of \$1.0 million per occurrence subject to an aggregate limit of \$3.0 million per policy year, and to provide proof of such coverage to the Agency. To require each Student to maintain in force professional liability insurance with a limit of \$1.0 million per occurrence subject to an aggregate limit of \$3.0 million per policy year, and to provide proof of such coverage to the Agency.

(f) To inform the Students about the importance of client/patient privacy and confidentiality, and to inform the Students that they are to maintain the confidentiality of communications and records with regard to the Agency's clients.

(g) To provide periodic workshops for Agency personnel involved in supervision of the Students dealing with curriculum issues and the supervising process.

(h) Prior to beginning the learning experience, to inform the Students of any special requirements of the Agency, including but not limited to, applicable physical examination, test and immunization requirements.

(i) To inform the Students that the Agency requires all Students who have duties at the Agency which have potential for occupational exposure to bloodborne pathogens either: (a) to undergo a Hepatitis B vaccination series at their own expense; or (b) to complete an OSHA declination form if they choose not to be vaccinated. Proof of Hepatitis B vaccination or declination shall be furnished to the Agency by the Students prior to the performance of their rotation at the Agency.

3. The Agency agrees:

(a) To provide space, facilities, equipment and supplies necessary for carrying out the learning experience to the Students.

(b) To allow a mutually agreed upon number of Students to participate in the learning experience, and to provide instruction and supervision of the Students by personnel qualified in Speech-Language Pathology who meet the standards of recognized professional accrediting agencies or State agencies and the stated objectives of the University.

(c) To arrange learning experience schedules that will not conflict with those of the University.

(d) To designate a field instructor to coordinate the Students' Speech-Language Pathology learning experience at the Agency, which will involve planning with University faculty or staff members for the assignment of Students to specific experiences, including their attendance at selected conferences, meetings, workshops, courses and programs conducted under the direction of the Agency.

(e) To permit, on reasonable request, the inspection of facilities by agencies charged with the responsibility for accreditation of the University.

(f) To provide emergency health care where available to the Students (at their own expense) in any instance of injury or illness.

(g) To provide all reasonable information requested by the University about a Student's learning experience.

(h) To permit or obtain permission from others for the Students to present material in their University classes related to specific Agency contacts, in all of which presentations the identities of individuals will be disguised.

(i) To provide infection control training on bloodborne pathogens to any Students whose duties may cause them to have occupational exposure to bloodborne pathogens. The Agency shall also provide to such Students a copy of the Agency's written Exposure Control Plan.

(j) To maintain in force for the Agency and its employees proof of adequate self-insurance or professional liability insurance with a limit of \$1.0 million per occurrence subject to an aggregate limit of \$3.0 million per policy year and commercial general liability insurance with a limit of \$1.0

million per occurrence subject to an aggregate limit of \$3.0 million per policy year, and to provide proof of such coverage to the University.

(k) To protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and to not release any records or other information of a Student without written consent of the Student unless required to do so by law or as dictated by the terms of this Agreement.

4. If at any time the insurance required under this Agreement is cancelled or not renewed, the affected party will notify the other immediately, and all activities hereunder of the Students shall automatically be terminated on the date that the insurance coverage ends.
5. The University and the Agency agree that at no time will they discriminate against any employee, applicant, patient or student on the basis of sex, race, creed, color, disability, age, religion or national origin within the meaning of applicable law.
6. Neither the University nor the Agency will be obligated to compensate each other for any of the activities, services or facilities provided for in this Agreement.
7. Under this Agreement, the University and the Agency shall continue to be autonomous and shall be governed independently by their respective governing bodies. Neither party shall be deemed the agent of the other.
8. Neither party shall use the name of the other party without the prior written consent of such party, except that a party may use the name of the other party to inform its students, faculty, staff and patients/clients of the existence and nature of the training program.
9. This Agreement shall be governed and construed, and the rights and obligations of the parties shall be determined, in accordance with the internal laws of the State of Florida, without regard to its conflict of law provisions.
10. Any notices required to be given under this Agreement shall be addressed as follows:

If to the University:

Yeshiva University
Graduate Program in Speech-Language Pathology
500 West 185th Street, BH
New York, New York 10033
Attention: Dean

With a copy to:

Yeshiva University
Office of the General Counsel
500 West 185th Street, BH 1001
New York, New York 10033
Attention: General Counsel

If to the Agency:

School Board of Sarasota County
1960 Landings Blvd.
Sarasota, FL 34231
Attention: _____

With a copy to:

Shumaker, Loop & Kendrick LLP
240 S. Pineapple Ave., 10th Floor
Sarasota, FL 34236
Attention: School Board of Sarasota County Attorney

11. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship. This Agreement may be amended only by a written agreement signed by both parties.

12. The Agency shall have the right at any time to reasonably request the University to immediately remove any Student assigned to the training program at the Agency whenever, in the sole judgment of the Agency, such removal from its facility shall serve the best interest of the Agency or its patients.

Notwithstanding the foregoing, unless the request of the Agency to remove a Student is based on patient welfare concerns, the parties agree to discuss the problems involved with the assignment of a particular Student prior to the removal of a Student. Any Student who is withdrawn under the provisions of this Paragraph 12 may return to the training program at the Agency when and if the cause of the withdrawal is resolved to the satisfaction of the Agency. Responsibility for Student disciplinary measures, if any, shall be with the University and not the Agency.

13. This Agreement may be executed in several counterparts, each of which so executed shall be determined an original, and such counterparts shall, together, constitute and be one and the same instrument.

AGENCY:

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY:

YESHIVA UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

Approved for Legal Content
December 1, 2021 by
Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM