

AGREEMENT BETWEEN
NOVA SOUTHEASTERN UNIVERSITY, INC.
AND
SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

THIS AGREEMENT is entered into by and between **Nova Southeastern University, Inc.**, a Florida not for profit corporation (hereinafter referred to as the "University"), having a place of business at 3200 South University Drive, Fort Lauderdale, Florida 33328, and School Board of Sarasota County, Florida (hereinafter referred to as the "Facility"), having a place of business at 1960 Landings Blvd., Sarasota, FL 34231. The University is entering into this Agreement on behalf of its Dr. Pallavi Patel College of Health Care Sciences' Programs in Physical Therapy, Occupational Therapy, Speech-Language Pathology, and School Counseling.

WHEREAS, the University offers educational programs for the development of physical therapists, occupational therapists, speech-language pathologists, and school counselors, and has responsibility for the training of students who require clinical education and fieldwork experiences in various medical and health-related settings to complete their professional development; and

WHEREAS, the Physical Therapy, Occupational Therapy, Speech-Language Pathology, and School Counseling education programs ("Education Program") will be enhanced because of opportunities for students to observe and participate in patient care through the cooperative efforts of the Facility and the University; and

WHEREAS, the Facility operates one or more facilities that deliver patient care and is willing to provide such opportunities for participation in patient care and administrative responsibilities to the University's physical therapy, occupational therapy, speech-language pathology, and school counseling students (the "Student(s)") at the facilities listed in Appendix "A" hereto and made a part herein and which may be modified to reflect current associates further willing to assign staff to serve as clinical instructors pursuant to this Agreement; and

WHEREAS, the purpose of this Agreement is to establish a mutually beneficial affiliation between the University and the Facility and its associated facilities by providing University's Students a clinical or other practicum educational experience at the Facility to enhance the development of such Students in the attainment of their professional goals.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. RESPONSIBILITIES OF THE UNIVERSITY

A. The University shall assign certain Student(s) to the Facility for purposes of clinical rotations as part of the Education Program. All assigned Students shall have completed the prerequisite didactic portion of the Education Program.

B. The University shall provide the Facility with the current clinical course objectives of the Education Program and evaluation and any other forms to be completed by Facility with respect to the Students' experiences.

C. The University shall inform Students that they must comply with the applicable Facility policies and procedures.

D. The University shall inform Students that they must comply with the Facility's health requirements prior to beginning a clinical rotation at the Facility.

E. The University agrees to maintain, for itself and the Students, professional liability insurance with limits no less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. The professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations. Such coverage may be provided by commercial insurer, captive insurer, self-insurance or a combination thereof. A certificate of insurance evidencing this coverage shall be provided to the Facility prior to the arrival of the first student at a Facility.

F. The University agrees to provide Students with training in universal precautions (OSHA standards) for prevention of HIV and other infectious diseases.

2. RESPONSIBILITIES OF THE FACILITY

A. Prior to the commencement of Student clinical rotations, the Facility shall provide to the University a current set of the Facility's rules, regulations, policies and procedures to which Students are expected to comply.

B. The Facility shall designate qualified professional(s) assigned by it as clinical instructors for Students. During the term of this Agreement, the Facility's clinical instructors, who shall supervise Students and who shall be employees of the Facility, shall have the following responsibilities as they relate to the Students:

i. Meet with the Students on the first day of the clinical rotation to (i) review educational objectives for each Student's rotation(s), (ii) assign clinical/work schedules, and (iii) review relevant Facility policies and procedures.

ii. Introduce Students to key clinical and auxiliary personnel at the Facility.

iii. Provide clinical instruction in accordance with the University's course objectives, the availability of patients and other clinical resources at the Facility. Clinical assignments shall include self-study and library research of clinical topics. Such assignments shall be consistent with each Student's role pursuant to this Agreement.

iv. Provide each Student with hands-on clinical experience. Such experience shall include, but not be limited to (i) eliciting patient histories, (ii) performing initial physical

examinations, (iii) entering permissible chart entries (such entries denoted as "P.T., O.T., SLP, or SC Student" and countersigned by supervising clinical instructor), and (iv) establishing diagnosis, goal setting, patient care planning, treatment, intervention, and discharge planning.

v. Provide each Student with frequent feedback on clinical and professional performance, formally and accurately review each Student's progress by meeting to review evaluations at mid-rotation and during the last week of rotation, and timely complete and sign all evaluation forms (including, but not limited to, electronic forms) provided by the University.

C. Make available parking, classrooms, library and/or medical references, and cafeteria (at Student's expense) to Students while they are assigned to the Facility.

D. The Facility shall permit the Education Program's faculty to visit the Facility during rotations for purposes of ascertaining that the University's educational objectives for each Student's rotation are met.

E. The Facility shall also permit representatives of the University's accrediting bodies to visit the Facility upon providing reasonable prior written notice.

F. The Facility shall be responsible for providing or arranging for emergency care of Students in the event of injury or illness when Students are on Facility premises. The Students shall be responsible for the cost of such care. Students shall be required to maintain medical insurance during the rotation at their own expense.

G. The Facility agrees to maintain commercial general insurance in amounts no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate and professional liability insurance (for itself, its employees and agents) in amounts no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. A certificate of insurance evidencing this coverage shall be provided to the University at the time of execution of this Agreement. If claims-made, the professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations. Such coverage may be provided by commercial insurer, captive insurer, self-insurance or a combination thereof.

H. The Facility shall maintain in strict confidence all Student education records, including, but not limited to academic, health, background check, and drug screen report information, provided to or obtained by the Facility, and in connection therewith, shall comply with all applicable laws and regulations.

I. The Facility agrees that Students will not replace staff nor will they provide health care services to patients except as part of a supervised educational program.

3. EXCLUDED PARTIES

Each party hereby certifies to the other that neither it nor its agents and employees involved in the operation of this Agreement at the Facility have been debarred, suspended or otherwise excluded from Medicaid, Medicare and/or any other applicable federally funded health care program.

4. HIPAA REQUIREMENTS

The parties agree to comply with the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (“Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (“Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. The University may de-identify any and all Protected Health Information for educational purposes created or received by the University under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 164, Subparts A and E. Solely for the purpose of defining the Students’ role in relation to the use and disclosure of Facility’s Protected Health Information, the Students are defined as members of the Facility’s workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Students are not and shall not be considered to be employees of Facility.

5. REMOVAL OF STUDENTS FROM FACILITY

Both parties agree that in the event a conduct or performance problem arises related to the clinical rotation of any Student, the Facility and the University shall promptly attempt to effectuate a resolution. In the event a resolution of the problem cannot be reached, the Facility reserves the right to reasonably request withdrawal of a Student whose work or conduct is not in full accord with the Facility’s standards of performance or policies or procedures. Notwithstanding the foregoing, the Facility may remove a Student without prior consultation with University if the Student poses an immediate threat to the health or safety of Facility’s patients or employees, and in any such event, the Facility shall promptly notify the University in writing of its action and the reasons for removal.

6. RELATIONSHIP

A. Both parties expressly intend that with respect to this Agreement the parties shall be independent contractors, and 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 or contractors of that party and shall in no way, either directly or indirectly, be considered employees or agents or contractors of the other party.

B. Students shall participate in the Program hereunder for the sole consideration of obtaining an educational experience. It is understood that in no event shall Students be compensated or represent themselves as agents or employees of the Facility. Students shall wear pictured name tags identifying their status with the University, and clearly display their name tag identifying them as a "Physical Therapy, Occupational Therapy, Speech Language Pathology, or School Counseling Student". At the same time, it is understood that in no event shall the employees or agents or contractors of the Facility be considered or represent themselves as agents or employees or representatives of the University.

C. The Facility shall at all times maintain responsibility for patient care, regardless if care is delivered by the Students.

7. TERM

The initial term of this Agreement shall be for one (1) year, commencing on May 1, 2023, and thereafter, shall automatically renew for yearly terms; provided, however, that either party may terminate this Agreement at any time by furnishing at least sixty (60) days' prior written notice to the other. Any such termination shall not prevent Students then participating in clinical rotations from completing their assignments at the Facility pursuant to the terms and conditions of this Agreement.

8. NOTICE

Any and all notices required or permitted hereunder shall be in writing and deemed effective: (i) upon hand delivery with a receipt obtained, (ii) upon receipt, refusal of receipt or the date noted as uncollected when sent by certified or registered mail, return receipt requested and postage prepaid, or (iii) the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service (e.g., Federal Express), to the address set forth below or to such other addresses as a party may provide the other in writing pursuant to this paragraph.

As to UNIVERSITY: Nova Southeastern University
3200 South University Drive
Fort Lauderdale, FL 33328
Attn: Guy Nehrenz, Sr., Ed.D., MA, RRT,
Interim Dean, Dr. Pallavi Patel
College of Health Care Sciences
(954) 262-1213
gnehrenz@nova.edu

With copy to: Nova Southeastern University
3200 South University Drive
Fort Lauderdale, FL 33328
Attn: HPD Office for Legal Affairs

As to FACILITY: School Board of Sarasota County, Florida
Attention: Superintendent
1960 Landings Blvd.

Sarasota, FL 34231
941-927-9000
Victoria Klein
Administrative Assistant to Sonia Figaredo-Alberts
Executive Director, Exceptional Student Education
Sarasota County Schools
Victoria.Klein@sarasotacountyschools.net
941-927-9000 Ext. 31109

As to FACILITY'S LEGAL

SHUMAKER
240 South Pineapple Avenue, Suite 1000
Sarasota, FL 34236
Attn: Zenia L. Mckinley
Legal Administrative Assistant to Michael R. McKinley
941-316-8868
zmckinley@shumaker.com

9. NO DISCRIMINATION

The parties shall comply with all anti-discrimination laws (including, without limitation, those relating to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, gender identity or other protected status) relating to their respective activities pursuant to this Agreement.

10. PUBLIC RECORDS

Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public records request served upon it pursuant to Chapter 119, Florida Statutes. Each Party acknowledges that this Agreement and all attachments thereto are public records.

11. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire understanding of the parties with respect to the matters covered herein, and supersedes any prior or contemporaneous agreements, representations or discussions, whether written or oral. This Agreement may only be altered, amended, or modified by a written instrument duly signed by the parties.

12. LAW GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflicts of law principles. With respect to any action arising out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Florida, and agree that venue shall lie exclusively in Sarasota County, Florida.

13. COUNTERPARTS AND SIGNATURES OF THE PARTIES

This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. The

parties represent and warrant that the person signing on behalf of the party has authority to sign as its representative. An electronic signature of a party pursuant to law, or a signature of a party transmitted by electronic means, shall be deemed an original signature for purposes of this Agreement.

14. INTERPRETATION

With respect to the interpretation of this Agreement concerning an ambiguity or otherwise, there shall be no presumption against the drafter of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the last date set forth below.

SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

NOVA SOUTHEASTERN UNIVERSITY, INC.

By: _____

By: _____

Title: _____

Title: Guy Nehrenz, Sr., Ed.D., MA, RRT
Interim Dean and Professor, Dr. Pallavi
Patel College of Health Care Sciences

Date: _____

Date: _____

By: _____

Title: Kimberly Durham, Psy.D.
Dean, Abraham S. Fischler College of
Education and School of Criminal Justice

Date: _____

Approved as to Form and Legal Content
by Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM
Date: March 23, 2023