



**AFFILIATION AGREEMENT BETWEEN  
UNIVERSITY OF CENTRAL FLORIDA  
COMMUNICATIVE DISORDERS DEPARTMENT AND  
School Board of Palm Beach County**

THIS AFFILIATION AGREEMENT, entered into and effective 3/14/2005, is between the UNIVERSITY OF CENTRAL FLORIDA on behalf of its Board of Trustees, hereinafter "University," and School Board of Palm Beach County hereinafter "Affiliate."

WHEREAS, Affiliate is located at, 3372 Forest Hill, B101, West Palm Beach, Florida and provides Communicative Disorders services;

WHEREAS, University provides an approved program of study in the field of Communicative Disorders, hereinafter "Program," and desires its students in Program to obtain educational experiences by utilizing appropriate facilities and personnel of third parties;

WHEREAS, Affiliate has the appropriate facilities and personnel for Program's students and has agreed to make such facilities and personnel available to University; and

WHEREAS, Affiliate and University desire to cooperate to establish and implement such a Program involving the students and personnel of University and the facilities and personnel of Affiliate.

NOW AND THEREFORE, in consideration of mutual promises herein, University and Affiliate agree that any Program established and implemented by Affiliate and University during the term of this Agreement shall be subject to the following terms and conditions:

1. **RESPONSIBILITY OF AFFILIATE.** Except for acts to be performed by University pursuant to the provisions of this Agreement, Affiliate shall furnish the premises, personnel, services and all other items necessary for the educational experience, and, in connection with such Program, Affiliate also shall:
  - a). Endeavor to comply with all applicable federal, state and local laws, ordinances, rules, and regulations;
  - b). Endeavor to comply with all applicable requirements of any accreditation authority over Affiliate and University and certify such compliance upon request by University;
  - c). Permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services and all other items provided by Affiliate for purposes of the educational experience;
  - d). Designate a person to serve for Affiliate as liaison, hereinafter "Affiliate Liaison," and provide University, in writing, the name and professional and academic credentials of the person proposed as Affiliate Liaison at least thirty (30) days prior to the date the appointment is to become effective;
  - e). Provide the University's students with an appropriate orientation of

Affiliate's policies and procedures;

- f). Provide the University's students with learning opportunities under appropriate supervision;
- g). Retain ultimate responsibility for patient care;
- h). Notify University, in writing, of any student whose work or conduct with clients, patients or personnel is not, in the opinion of Affiliate in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Affiliate's operation;
- i). Provide, at a University student's expense, emergency care for injuries or acute illness while on duty at Affiliate.
- j.) The Affiliate does not guarantee it will place or maintain placement of any Program student at Affiliate.

2. **RESPONSIBILITIES OF UNIVERSITY.** The University shall:

- a). Provide Affiliate, in writing, the names of the students assigned by University to participate in the Program at least sixty (60) days prior to the beginning of the Program;
- b). Assign only those students who have satisfactorily completed those portions of University curricula that are a prerequisite to Program participation;
- c). Designate a member of University faculty, hereinafter "University Representative," to coordinate the educational experience of students participating in the Program with the Affiliate Liaison, and provide Affiliate, in writing, the name of the University Representative;
- d). Upon receipt of Affiliate's written notice of a student 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 Affiliate's operation, evaluate such student's conduct and remove the student from Affiliate except as the parties otherwise agree in writing.
- e.) The University does not guarantee it will place or maintain the placement of any Program student at an Affiliate.

3. **RESPONSIBILITY OF STUDENTS.** The University shall advise its students in the Program that they are required to:

- a). Endeavor to comply with the policies and procedures of Affiliate;
- b). Provide the necessary and appropriate uniform while on duty at Affiliate;
- c). Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
- d). Maintain the confidentiality of all records or information exchanged in the course of the Program.
- e.) Obtain and document, at the student's sole expense, such trustworthy and verifiable criminal background and/or health or other information as an Affiliate requests or requires as a prerequisite to Affiliate's considering student for placement at Affiliate's facility. Upon University's request, student shall also submit the above-referenced criminal and/or health or other information to the University.

f.) Acknowledge and agree that neither the University nor the Facility guarantees to place or maintain placement of any Program student under this Agreement.

g) Be financially responsible for personal injuries and shall not seek payment for damages from the affiliation site or the university.

4. NOTICES. All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

AFFILIATE LIAISON  
[PLEASE FILL IN ALL BLANKS BEFORE  
RETURNING TO UNIVERSITY]

UNIVERSITY REPRESENTATIVE

Carla Parsons, MS, CCC/SLP or  
Amy Barrett, MA, CCC/SLP

12424 Research Parkway, Suite 155

Orlando, FL 32826

(407) 823-4795

(407) 249-4774 (facsimile)

5. 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.

6. INSURANCE. In the event University's students in the Program will have patient contact, University shall procure and maintain, during the term of this Agreement and any renewal thereof, professional liability insurance. Such professional liability insurance shall cover any and all liability for claims, damages, or injuries to persons whatsoever kind or nature arising out of the activities of such University students carried out under this Agreement. Such professional liability insurance shall be on an occurrence basis in amounts no less than one million dollars/three million dollars (\$1,000,000.00/\$3,000,000.00) for personal injuries. Affiliate shall be an additional named insured under such professional liability policy or policies. University shall submit certificates of insurance to Affiliate evidencing such insurance at the time of the execution of this Agreement, and at any renewals thereafter. In the event University's students in the Program will not have patient contact, University shall not be required to procure and maintain any such policy or policies of liability insurance as described above.

7. **INDEMNIFICATION.** University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of University and its officers, employees, servants, and agents thereof while acting within the scope of their agency or employment by University. Affiliate assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Affiliate's officers, employees, servants, and agents, or other persons acting or engaged to act by Affiliate in furtherance of the obligations of Affiliate under this Agreement. University, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by University. University agrees to indemnify and hold harmless Affiliate from and against all claims, actions, liabilities, losses, damages, or injury (whether to person or property) arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of University or its officers, employees, servants, or agents acting within the course and scope of such employment or agency. University and Affiliate further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

8. **AMENDMENTS.** All amendments shall be reduced to writing and executed by authorized representatives of Affiliate and University.

9. **ASSIGNMENTS.** This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.

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 OF AGREEMENT.** This Agreement shall remain in effect indefinitely, unless either party desires to cancel such Agreement at any time, either with or without cause. If either party desires to cancel this Agreement, that party shall give sixty (60) days written notice of its intention to terminate this Agreement to the non-terminating party. If such notice is given, this Agreement shall terminate at the end of the sixty (60) days' notice; EXCEPT THAT the program shall continue as necessary on a limited basis for the purpose of permitting students actually participating in the Program at the time of notice of termination to finish the Program at Facility.

12. **APPLICABLE LAW.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida and venue shall lie in Palm Beach County. Each Party shall be responsible for its own attorneys' fees.

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.

14. **ENTIRETY OF 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.

School Board of Palm Beach County

University of Central Florida

Signature: \_\_\_\_\_

Signature: *John Schell* 3-25-05

Printed Name: \_\_\_\_\_

Printed Name: Dr. John Schell

Title: \_\_\_\_\_

Title: Assistant Vice

Date: \_\_\_\_\_

President/Academic Affairs

LEGAL CONTENT APPROVED

*J. C. Carr* 3/24/05

University General Counsel's Office

"Reviewed & Approved As To  
Legal Form and Sufficiency"

*Kumbar, Harold* 3-16-05

**Addendum Concerning Fingerprinting to the Affiliation  
Agreement Between the School Board of Palm Beach County (Affiliate)  
And the University of Central Florida (University)**

The parties have entered into an Affiliation Agreement dated \_\_\_\_\_ for the purposes of a program of clinical training. The parties wish to amend the Agreement based upon the terms and conditions contained herein. The following language is hereby incorporated into the Agreement:

All individuals who will have direct contact with children or any student of the Affiliate must be fingerprinted and background checked. University agrees to undergo a background check and fingerprinting if he/she is an individual who will be in contact with any students and to require that all individuals in the organization who will have direct contact with any student must submit to a background check, including fingerprinting by a sworn law enforcement officer of a police or sheriff's department in the State of Florida, at the sole cost of University or the individual. University shall not assign participants to the program under this Agreement until University receives notice of clearance by the Affiliate regarding the proposed participant. Neither the Affiliate nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the reject of University (or discontinuation of the program under this Agreement) on the basis of these compliance obligations. University agrees that neither the University, nor any employee, agent or representative of the University who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will have contact with any child or student of the Affiliate.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract. All other terms and conditions of the Affiliation Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum:

UNIVERSITY OF CENTRAL FLORIDA

SCHOOL BOARD OF PALM  
BEACH COUNTY

By: *John P. [Signature]*

By: \_\_\_\_\_

Date: 3-25-05

Date: \_\_\_\_\_

Legal Content Approved

*[Signature]* 3/24/05

**ADDENDUM, Concerning Student Information, to the Contract**  
 ("the Contract") dated 3/14/2004, between **The School Board of Palm Beach and**  
~~University of Central Florida, Community College of Central Florida, and~~ **Disorders Department.**

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates U.V. of Central Florida [Vendor/partner] ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed]: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

University of Central Florida  
 [Legal name of the Party]

The School Board of Palm Beach County

By: [Signature]  
 [Person having authority to enter legally-binding agreements on behalf of the Party]

By: \_\_\_\_\_

Date: 3-25-05

Date: \_\_\_\_\_

**Legal Content Approved**  
[Signature], 3/24/05