

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
June 28, 2022

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by RIVEROAK Technical College

Special Recognition by the Superintendent

- 2021-2022 Retiree Recognition (*Teachers, Paras, and Bus Drivers*)
- NEFEC Regional Principal Leadership Academy
Dee Dee McManaway, Branford Elementary School Principal
- RIVEROAK Technical College
 - SkillsUSA State Competition
 - Byron Chancey – 1st Place in Electrical
 - Justin Reynolds – 1st Place in Automotive Collision
 - Braxton Townsend – 1st Place in Masonry

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. The Superintendent recommends approval of the following Minutes:
(pgs. 14-51)

May 10, 2022	- Workshop Session
	- Special Meeting
	- Expulsion Issues Hearing
May 24, 2022	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for May 2022.
3. The Superintendent presents the following bills for the period May 1-31, 2022:

General Checking Account

General Fund 1000	\$ 720,081.68
LCI Fund 3200	98,828.64
Other Capital Projects 3910	35.49
Food Service Fund 4100	194,432.56
Federal Fund 4200	75,980.60
Other Cares Act Relief Fund 4420	16,914.57
ESSER II Fund 4430	20,206.05
ESSER III – ARP	49,548.44
Other ARP Act Relief 4460	30,784.11
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	\$ 1,206,812.14

Payroll Checking Account

General Fund 1000	\$ 5,430,019.40
Food Service Fund 4100	264,914.56
Federal Fund 4200	558,870.27
Other Cares Act Relief Fund 4420	3,247.24
ESSER II Fund 4430	126,759.63
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	\$ 6,383,811.10

<u>Total</u>	\$ 7,590,623.24
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4. The Superintendent recommends approval of the following budget amendments for the fiscal year 2021-2022:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
		IV-2/ARP
		IV-5/ESSER II
		IV-2/ESSER III
		IV-11/Federal
I-11	III-11	IV-9/Food Service
		IV-9/Other Cares
		IV-1/Other CRRSA

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated June 28, 2022. **(pgs. 52-54)**
6. The Superintendent recommends approval of the following contracts/agreements for the 2022-2023 school year (RENEWAL): (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2023-09	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Catherine Cason (<i>Renewal</i>) (pgs. 55-67)
#2023-12	Memorandum of Agreement between the State of Florida Department of Health and the Suwannee County School Board for the Provision of School Health Services in Suwannee County (<i>Renewal</i>) (pgs. 68-74)
#2023-13	Contract for Services Agreement between Allied Instructional Services, LLC and Suwannee County School District (<i>Renewal/Revised</i>) (pgs. 75-90)
#2023-14	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Dr. Anjana Rana, MD, and Dr. Brij Rana, MD, Jasper, Florida (<i>Renewal</i>) (pgs. 91-97)
#2023-15	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and ACV Health Services, LLC, Dowling Park, Florida (<i>Renewal</i>) (pgs. 98-104)

- #2023-16 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Anjana Rana, MD, and Dr. Brij Rana, MD, Jasper, Florida (*Renewal*) **(pgs. 105-111)**
- #2023-17 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Family Life Care, Inc., Live Oak, Florida (*Renewal*) **(pgs. 112-118)**
- #2023-18 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Andres R. Villar, MD PA d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (*Renewal*) **(pgs. 119-125)**
- #2023-19 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Consulate Healthcare Baya Pointe Health and Rehabilitation Center, Lake City, Florida (*Renewal*) **(pgs. 126-136)**
- #2023-20 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and North Central Florida Hospice, Inc. d/b/a Haven Hospice (*Renewal*) **(pgs. 137-143)**
- #2023-21 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Smith & Sorenson, LLC d/b/a Rising Oaks Assisted Living, Live Oak, Florida (*Renewal*) **(pgs. 144-150)**
- #2023-22 Clinical Education Affiliation Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Sorensen Smith and Bay, LLC d/b/a Homewood Lodge ALF (*Renewal*) **(pgs. 151-158)**
- #2023-23 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lafayette Nursing and Rehabilitation, Mayo, Florida (*Renewal*) **(pgs. 159-165)**
- #2023-24 Clinical Education Affiliation Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*) **(pgs. 166-172)**

- #2023-25 Clinical Education Agreement between Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Madison Health & Rehabilitation Center, Madison, Florida (*Renewal*) **(pgs. 173-179)**
- #2023-26 Clinical Education Affiliation Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Pine House Inc. d/b/a Oakridge (*Renewal*) **(pgs. 180-186)**
- #2023-27 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Bienvenido Samera, MD PA, Branford, Florida (*Renewal*) **(pgs. 187-190)**
- #2023-28 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Hamilton Health Enterprises, Inc. d/b/a Suwannee Valley Nursing Center, Jasper, Florida (*Renewal*) **(pgs. 191-199)**
- #2023-29 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Emory Medical Corporation d/b/a Women's Center of Florida (*Renewal*) **(pgs. 200-206)**
- #2023-30 Clinical Education Agreement between Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Little Pine Pediatrics, PLLC, Madison, Alachua, Monticello, and Perry, Florida (*Renewal*) **(pgs. 207-213)**
- #2023-31 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Airport Clinic Inc. (*Renewal*) **(pgs. 214-220)**
- #2023-32 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Solaris Healthcare Lake City, LLC, Lake City, Florida (*Renewal*) **(pgs. 221-227)**

- #2023-33 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Suwannee Operating Investments, LLC d/b/a Bedrock Rehabilitation and Nursing Center at Suwannee (Healthcare Agency), formerly NF Suwannee, LLC d/b/a Suwannee Health and Rehabilitation Center, Live Oak, Florida (*Renewal/Revised*) **(pgs. 228-241)**
- #2023-34 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and RES-CARE Lake City, Florida (*Renewal*) **(pgs. 242-248)**
- #2023-36 Clinical Education Agreement between Shands Teaching Hospital and Clinics, Inc. d/b/a UF Health Shands Hospital and the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs (*Renewal*) **(pgs. 249-254)**
- #2023-37 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician, Practical Nurse Education, and Phlebotomy Programs and ACV Health Services, LLC, Dowling Park, Florida (*Renewal*) **(pgs. 255-261)**
- #2023-38 Clinical Education Agreement between Suwannee County School Board Patient Care Technician, Practical Nurse Education, and Phlebotomy Programs and M.O.S., LLC d/b/a Down Home Medical (*Renewal*) **(pgs. 262-268)**
- #2023-39 Clinical Education Agreement between the Suwannee County School Board Phlebotomy Program and Madison County Memorial Hospital (*Renewal*) **(pgs. 269-275)**
- #2023-40 Clinical Education Agreement between Suwannee County School Board Certified Nursing Assistant Program (Suwannee High School) and Suwannee Operating Investments, LLC d/b/a Bedrock Rehabilitation and Nursing Center at Suwannee (Healthcare Agency), formerly NF Suwannee, LLC d/b/a Suwannee Health and Rehabilitation Center, Live Oak, Florida (*Renewal/Revised*) **(pgs. 276-289)**
- #2023-41 Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, Baya Drive, Lake City, Florida (*Renewal*) **(pgs. 290-296)**

- #2023-42 Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, U.S. 90, Lake City, Florida (*Renewal*) **(pgs. 297-303)**
- #2023-43 Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and Cheek & Scott Drugs, Inc., Live Oak, Lake City, and Jasper, Florida (*Renewal*) **(pgs. 304-310)**
- #2023-44 Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy, Inc., Lake City-SW Main Blvd., Branford, Lake City-Highway 90 West, and Mayo (*Renewal*) **(pgs. 311-317)**
- #2023-45 Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Lake City, Florida (*Renewal*) **(pgs. 318-324)**
- #2023-46 Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Live Oak, Florida (*Renewal*) **(pgs. 325-331)**
- #2023-47 Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and Advent Christian Village, Inc. (*Renewal*) **(pgs. 332-338)**
- #2023-48 Affiliation Agreement between the Suwannee County School Board and Cheek Pharmacy, Inc., Cross City, Florida (*Renewal*) **(pgs. 339-345)**
- #2023-49 Affiliation Agreement between the Suwannee County School Board and Southeastern Grocers, Inc., d/b/a Winn-Dixie Pharmacy, Live Oak, Lake City, and Madison, Florida (*Renewal*) **(pgs. 346-352)**
- #2023-50 Clinical Education Affiliation Agreement between the Suwannee County School Board Surgical Technology Program and Doctor's Memorial Hospital Inc., Perry, Florida (*Renewal*) **(pgs. 353-359)**

- #2023-51 Clinical Education Agreement between the Suwannee County School Board, through RIVEROAK Technical College, Surgical Technology Program and Gregory Gaines, M.D. d/b/a Gaines Plastic Surgery, Gainesville, Florida (*Renewal*) **(pgs. 360-366)**
- #2023-52 Agreement between the Suwannee County School Board and Valdosta Orthopedic Associates (VOA) Ambulatory Surgery Center (Healthcare Agency), Valdosta, Georgia, for RIVEROAK Technical College Surgical Technology Program (*Renewal*) **(pgs. 367-373)**
- #2023-53 Affiliation Agreement between the Suwannee County School Board, through RIVEROAK Technical College, and Baptist Health System, Inc. (*Renewal*) **(pgs. 374-384)**
- #2023-54 Clinical Education Affiliation Agreement between the Suwannee County School Board Surgical Technology Program and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*) **(pgs. 385-391)**
- #2023-55 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician, Phlebotomy, Medical Administrative Assistant, and Practical Nurse Education Programs and Southern Medicine Primary and Urgent Care, Inc., Live Oak, Florida (*Renewal*) **(pgs. 392-398)**
- #2023-56 Clinical Education Agreement between the State of Florida, Department of Health, Suwannee County Health Department and Suwannee County School Board for RIVEROAK Technical College Health Care Profession Programs (*Renewal*) **(pgs. 399-405)**
- #2023-57 Agreement between the School Board of Suwannee County and Suwannee Valley Community Coordinated Child Care, Inc. (SV4Cs) for the Teen Parent Program (*Renewal*) **(pgs. 406-411)**
- #2023-58 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Palmer Physical Therapy, LLC (*Renewal*) **(pgs. 412-423)**
- #2023-59 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Resolutions in Special Education, Inc. (*Renewal*) **(pgs. 424-437)**

- #2023-60 2022-2023 Career Dual Enrollment Articulation Agreement between the Hamilton County School Board and the Suwannee County School Board through RIVEROAK Technical College (*Renewal*) (pgs. 438-448)
- #2023-61 2022-2023 Career Dual Enrollment Articulation Agreement between the Lafayette County School Board and the Suwannee County School Board through RIVEROAK Technical College (*Renewal*) (pgs. 449-459)
- #2023-62 2022-2023 Career Dual Enrollment Articulation Agreement between the Madison County School Board and the Suwannee County School Board through RIVEROAK Technical College (*Renewal*) (pgs. 460-470)
- #2023-63 2022-2023 Career Dual Enrollment Articulation Agreement between the Suwannee County School Board and RIVEROAK Technical College (*Renewal*) (pgs. 471-482)
- #2023-69 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County and Tracy Henderson to provide educational consulting services (*Renewal/Revised*) (pgs. 483-508)
- #2023-70 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and H2 Holdco Inc. for athletic training services (*Renewal/Revised*) (pgs. 509-539)
- #2023-71 North East Florida Educational Consortium (NEFEC) 2022-2023 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC. The agreement includes the following programs:
(*Renewal/Revised*) (pgs. 540-581)
- NEFEC Resolution
 - NEFEC Main Contract #731-23-051
 - NEFEC Instructional Services Program (ISP), Attachment #23-051-A1 to Contract #731-23-051 (Assistant Superintendent of Instruction, Designee)
 - NEFEC Enterprise Resource Software Products/Skyward, Attachment #23-051-A6 to Contract #731-23-051 (Educational Technology Services)
 - NEFEC Building Code Administrator, Attachment #23-051-A27 to Contract #731-23-051 (Director of Facilities, Designee)

- NEFEC Human Resources Management Network Services and Related Support Services, Attachment #23-051-A43 to Contract #731-23-051 (Director of Human Resources, Designee)
- #2023-72 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Positive Behavior Supports Corp. to provide educational consulting services (*Renewal*) (pgs. 582-595)
- #2023-73 Agreement between the Agency for Health Care Administration and the Suwannee County School District for the Provision and Reimbursement of Administrative Claiming Activities (*Renewal/Revised*) (pgs. 596-603)
- #2023-74 Addendum to the ESS Southeast, LLC Substitute Staff Placement Agreement between ESS Southeast, LLC and the Suwannee County School District (*Renewal/Revised*) (pgs. 604-607)

7. The Superintendent recommends approval to accept the following donated item:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
Suwannee Riverside Elementary Playground	Cash donation of \$1,000	LT Pro Enterprises, LLC

8. The Superintendent presents for informational purposes out-of-state travel for the employees listed below: (Note: Training is complimentary and will meet ASE requirements for yearly continuing education to maintain Master ASE Training Programs; Perkins funding will support travel expenses.)

<u>Name</u>	<u>Site</u>	<u>Date</u>	<u>Reason</u>	<u>Destination</u>
William "B.J." Blackmon	RTC	07/18-25/2022	Automotive Cont. Ed.	Lima, OH
William "Joe" Ragan	RTC	07/18-25/2022	Automotive Cont. Ed.	Lima, OH

9. The Superintendent recommends approval of the following student transfers for the 2022-2023 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Kyler	Bispham	Suwannee	Madison	1
Linus	Budwick	Suwannee	Hamilton	K
Leah	Heehavarria	Suwannee	Hamilton	K
Ariana	Marable	Suwannee	Hamilton	PK
Huntlee "Brim"	Mathis	Suwannee	Lafayette	K
Castin	Mikell	Suwannee	Dixie	K
Anna	Munden	Suwannee	Hamilton	PK
Caelynn	Suarez	Suwannee	Madison	9
Jaiden	Suarez	Suwannee	Madison	10
Ezra	Taber	Suwannee	Columbia	4
Isaac	Taber	Suwannee	Columbia	6
Micah	Taber	Suwannee	Columbia	10
Noah	Taber	Suwannee	Columbia	8
Kasen	Ward	Suwannee	Madison	5

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Wyatt	Davis	SHS	BHS	9
Uriah	Ferguson	SPE	BES	K
Marley	Messer	SPE	BES	PK
Anna	Taylor	BES	SPE	PK

10. Expulsion

- a. Case #2021-2022-53: The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year.
(*Final Action*)

11. Human Resources Transactions (pgs. 608-617)

REGULAR AGENDA

1. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

#5.1001 Corporal Punishment (*For Review/Information*) **(pg. 618)**

#6.15 Education Paraprofessionals and Aides (*Revised*) **(pgs. 619-622)**

2. The Superintendent recommends approval of the following contracts/agreements for the 2022-2023 school year (NEW): (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2023-35 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician, Practical Nurse Education Programs, and Certified Nursing Assistants and Suwannee Operating Investments, LLC d/b/a Bedrock Rehabilitation and Nursing Center at Lake City (Healthcare Agency) (*New*) **(pgs. 623-629)**

#2023-64 Dual Enrollment Articulation Agreement between the Suwannee County School Board through RIVEROAK Technical College and Corinth Christian Academy (*New*) **(pgs. 630-641)**

#2023-65 Dual Enrollment Articulation Agreement between the Suwannee County School Board through RIVEROAK Technical College and Donald R. Cooke School (*New*) **(pgs. 642-652)**

#2023-66 Dual Enrollment Articulation Agreement between the Suwannee County School Board through RIVEROAK Technical College and Parent/Guardian of Home Educated Students (*New*) **(pgs. 653-663)**

#2023-67 Dual Enrollment Articulation Agreement between the Suwannee County School Board through RIVEROAK Technical College and Melody Christian Academy (*New*) **(pgs. 664-674)**

#2023-68 Dual Enrollment Articulation Agreement between the Suwannee County School Board through RIVEROAK Technical College and Westwood Christian School (*New*) **(pgs. 675-685)**

#2023-75 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Pop's Sanitation Services, LLC to provide sanitation services at Branford Elementary and Branford High Schools (*New*) (pgs. 686-700)

3. The Superintendent recommends approval to award the following bids/RFPs:

a. #20-201 Additional one-year extension to Ashford Services, Inc. for Custodial Supplies for the 2022-2023 school year (pgs. 701-750)

b. #20-202 Additional one year extension, from July 1, 2022, through June 30, 2023, for Document Imaging Services to InStream, LLC (*Renewal*) (pgs. 751-753)

c. #22-205 VHF Mhz Bi-Directional Amplifier System (bid results will be provided at the Board Meeting) (*New*)

4. The Superintendent recommends approval to continue expenditures until approval of the final budget for the 2022-2023 fiscal year.

5. The Superintendent recommends approval of the following AGE and Postsecondary Student Fees, for RIVEROAK Technical College, for the 2022-2023 school year: (Note: Fees are based upon Workforce Development Fees Statute, Section 1009.22 (3)(d) requirements.)

a. AGE Programs (ABE, GED, AAE)

(1) \$30.00 per term (August through December; January through May)

b. Postsecondary Career Certificate Programs

(1) Resident Tuition - \$2.44 per clock hour

(2) Non-Resident Tuition - \$7.32 per clock hour

6. Comments from Student Ambassadors

7. Legal Counsel's Report

8. Superintendent's Report

9. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
May 10, 2022

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Norman Crawford, Ed daSilva, and Ronald White (arrived at 9:24 a.m.), along with School Board Attorney Leonard Dietzen, Chief Financial Officers Marsha Brown and Vickie DePratter, and Secretary to the Superintendent/School Board Robinette Odom. School Board member Tim Alcorn was absent.

Administrators and others present: Jennifer Barrs, Walter Boatright, Amy Boggus, Ethan Butts, Leigh Fernald, Janene Fitzpatrick (arrived at 9:22 a.m.), Ronnie Gray, Angel Hill, Malcolm Hines (arrived at 10:16 a.m.), Michele Howard, Terry Huddleston, Elizabeth Johnston, Mary Keen (arrived at 11:00 a.m.), Carl Manna (arrived at 9:08 a.m.), Dee Dee McManaway, Lorie Norris (arrived at 9:54 a.m.), Kecia Robinson, UTSC President Eric Rodriguez, Angie Stuckey, Marsha Tedder, Kelly Waters, Jimmy Wilkerson (arrived at 9:08 a.m.), Josh Williams, and Laura Williams. Kim Carter with ESS was also present.

Chairman Taylor called the meeting to order at 9:00 a.m., and led the pledge.

Human Resources Department Update Walter Boatright
• ESS Contract Update (Kim Carter)

Ms. Carter provided a PowerPoint presentation regarding the ESS Contract, the District's contract providing substitute staff placement.

Mr. Boatright stated that he has received positive feedback regarding services under the new contract. He and Ms. Carter commented on the need for substitutes for custodial positions, especially the 11-7 shift. Mr. Boatright stated that when the District transitioned to ESS from Kelly Services, the ESS staff, as well as the District's IT Department, especially Curtis Kinsey, worked diligently over the Christmas break for a smooth transition. He stated that the District has a serious need for substitute nurses at schools. He stated that within the next 30-60 days, an addendum to the existing contract will be brought to the Board; the addendum will include substitute nurses so that the new service will be in place for the next school year.

Interim Assistant Superintendent of.....Jennifer Barrs
Instruction/Curriculum and Instruction Department Update

Ms. Barrs provided an update on math adoption. She also discussed the Florida Gateway Articulation Agreement, which will come before the Board for approval at the end of the month.

(Note: Mr. White is now present at the workshop during Ms. Barrs presentation.)

Ms. Fitzpatrick discussed spring break and testing. She distributed a chart, which showed where spring break and testing fell over the last several years. She stated she wanted the Board to see the chart before the issue goes back to the calendar committee. There was discussion regarding spring break being moved up one week for the 2022-2023 school year. Ms. Fitzpatrick stated the concern on placement of spring break is the potential impact on third grade if teachers lose instructional time prior to testing.

Administrators and others in attendance weighed in on the issue. Ms. Fitzpatrick will complete two separate calendars, one with spring break in March, and one with spring break in April, which will be reviewed with the calendar committee and be discussed at a future Board workshop.

Facilities Department Update.....Ethan Butts

Mr. Butts distributed a handout regarding RFP #22-204 and provided updates on various projects in the District.

Risk Management UpdateLorie Norris
(pgs. 2-5)

Ms. Norris discussed the Risk Management Department Quarterly Report. She and Mr. Williams answered questions from Board members.

The workshop recessed at 10:33 a.m. and resumed at 10:39 a.m.

Ms. Brown reviewed preliminary numbers for the General Fund and stated the TRIM process begins in July.

Budget Presentations for 2022-2023 Marsha Brown/
Asst. Superintendents/Directors/Principals

The following proposed General Fund Budgets for 2022-2023 were presented:

- Suwannee Riverside Elementary Marsha Tedder
- RIVEROAK Technical College Mary Keen
- Suwannee Springcrest ElementaryJennifer Beach*
- Suwannee High School.....Carl Manna
- Suwannee Middle School Laura Williams
- Suwannee Pineview Elementary Amy Boggus
- Branford Elementary School Dee Dee McManaway
- Branford High School..... Terry Huddleston
- Finance/AdministrationMarsha Brown
- Transportation.....Jimmy Wilkerson
- Facilities.....Ethan Butts
- Human Resources Walter Boatright
- Assistant Superintendent of Administration.....Malcolm Hines
- School Safety and Other Administrative ServicesRonnie Gray
- Assistant Superintendent of Instruction..... Janene Fitzpatrick
- Curriculum and Instruction.....Jennifer Barrs
- Information TechnologyJosh Williams
- Student Services..... Kelly Waters
- School Choice.....Angie Stuckey
- Superintendent and School Board Ted Roush

*Note: Ms. Beach was not present. The Board was provided the information and had no questions.

The workshop recessed at 12:00 p.m. and resumed at 1:00 p.m.

Superintendent Update Ted Roush

- Mr. Roush stated he is awaiting further clarification regarding the new legislation for media centers/classroom level libraries. He stated DOE is offering training to media specialists to begin in January 2023 but that the law goes into effect with required compliance by July 1.
- A productive meeting with a potential vendor to provide services at the SCSD Employee Wellness Center was recently held. Additional information regarding the scope of services will be provided at the June Workshop. He noted that the Facilities Department has done a great job with making building improvements there.

- At the last meeting there was brief discussion regarding renaming the football field. He referred to a newspaper article about the history of Reeves Field; he would like to rename it Blalock-Reeves Field.
- Suwannee Riverside Elementary's Second Grade Musical is tonight at 6:00 p.m.
- The Branford FFA banquet is Thursday night.
- High school baccalaureate and graduation ceremonies will be next week.
- There is a need to hold an Executive Session today immediately following the Special Meeting.

(Note: Board Member Ronald White arrived back at 1:07 p.m.)

In response to questions regarding signage at the SCSD Employee Wellness Center, Mr. Roush advised that the District will be able to use the existing marquee sign and will display the new name of the facility on the sign. He stated he is working on a flyer to be distributed that will outline the services to be provided.

In response to a question from Mr. White, Mr. Hines advised that white fleet replacements, per the Enterprise Fleet Management contract, will begin after July 1.

The meeting adjourned at 1:14 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
May 10, 2022

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Norman Crawford, Ed daSilva, and Ronald White, along with School Board Attorney Leonard Dietzen, Chief Financial Officers Marsha Brown and Vickie DePratter, and Secretary to the Superintendent/School Board Robinette Odom. School Board member Tim Alcorn was absent.

Chairman Taylor called the meeting to order at 1:15 p.m.

MOTION by Mr. daSilva, second by Mr. Crawford, for approval to adopt the agenda. MOTION CARRIED UNANIMOUSLY

1. MOTION by Mr. daSilva, second by Mr. Crawford, for approval to award the following Bids/RFPs:

#22-203 Fencing from Suwannee Springcrest Elementary to Suwannee High School, to Williams Fence Services, Inc. (pg. 2)

#22-204 Roofing, Construction, and Repair Services, to O'Neal Roofing Company (pgs. 3-13)

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. White, second by Mr. daSilva, for approval of the following expulsion cases:

#2021-2022-49 Expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)

#2021-2022-50 Expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)

#2021-2022-51 Expulsion of the student through the remainder of the 2021-2022 school year. (*Final Action*)

MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 1:24 p.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
May 24, 2022

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were: Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officers Marsha Brown and Vickie DePratter, Secretary to the Superintendent/School Board Robinette Odom, and Secretary for Administration Debra Ross. Attorney Derek Dzwonkowski, with Rumberger, Kirk, and Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent.

School Resource Officer Berry Raulerson, UTSC President Eric Rodriguez, and Student Ambassador Jake Wooley were also present. Student Ambassador Nathalia Veal was absent.

Chairman Taylor called the hearing to order at 5:55 p.m.

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (A copy is available for review in the office of the Assistant Superintendent of Administration.)

- | | |
|--------|--|
| #3.211 | Recording of Parent-Staff Meetings (<i>New</i>) |
| #5.121 | Use of Time Out, Seclusions and Physical Restraint for Students (<i>New</i>) |
| #5.28 | School Health Services (<i>Revised</i>) |

Chairman Taylor called for comments or questions regarding the additions and revisions to the Suwannee County School Board Policy Manual, and there were none.

The hearing adjourned at 5:58 p.m.

Following the public hearing, Chairman Taylor called for a moment of silence for the victims and families of the Robb Elementary school shooting in Uvalde, Texas.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
May 24, 2022

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officers Marsha Brown and Vickie DePratter, Secretary to the Superintendent/School Board Robinette Odom, and Secretary for Administration Debra Ross. Attorney Derek Dzwonkowski, with Rumberger, Kirk, and Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent.

School Resource Officer Berry Raulerson, UTSC President Eric Rodriguez, and Student Ambassador Jake Wooley were also present. Student Ambassador Nathalia Veal was absent.

Chairman Taylor called the meeting to order at 6:00 p.m.

Student remarks and pledge to the flag by Suwannee High School Environmental Club.

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

MOTION by Mr. Crawford, second by Mr. daSilva, for approval to adopt the Agenda. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Alcorn, second by Mr. Crawford, for approval of the Consent Agenda, along with the following changes for Item #9 on the Human Resources Transactions:

- Page 314, under Recommendations: Instructional, Suwannee Pineview Elementary – Remove the name of Kasey Studstill; Ms. Studstill declined the position.
- Page 323, under Recommendations: Non-Instructional, District Office – change the title for Lorie Norris to Risk Manager.

- Page 330, Recommendations: Non-Instructional, Transportation Department – Remove the name of Patrick Pierce, Crossing Guard, as he will not be returning.

MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. Approval of the following Minutes:
(pgs. 7-34)

April 12, 2022	- Workshop Session
	- Special Meeting
April 26, 2022	- Public Hearing
	- Regular Meeting

2. Approval of the monthly financial statement for April 2022.
3. The Superintendent presents the following bills for the period April 1-30, 2022:

General Checking Account

General Fund 1000	\$	555,624.12
Spec Act Bonds 2200		105,988.75
LCI Fund 3200		52,148.49
Food Service Fund 4100		128,407.05
Federal Fund 4200		50,113.75
Other Cares Act Relief Fund 4420		237,092.95
ESSER II Fund 4430		60,235.81
ESSER III – ARP		359,590.01
Other ARP Act Relief 4460		2,713.36
	\$	1,551,914.29

Payroll Checking Account

General Fund 1000	\$ 3,173,533.12
Food Service Fund 4100	150,574.19
Federal Fund 4200	344,857.30
Other Cares Act Relief Fund 4420	3,794.34
ESSER II Fund 4430	<u>82,861.97</u>
	\$ 3,755,620.92

Total \$ 5,307,535.21

4. Approval of the following budget amendments for the fiscal year 2021-2022:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-10	III-10	IV-10 (Federal)
		IV-8 (Food Service)
		IV-8 (Other Cares)

5. Approval of the following contracts/agreements for the 2022-2023 school year: *(Renewal/Revised)* (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2023-04 Virtual Learning Lab Agreement between Florida Virtual School and Suwannee County School Board for all students within the Virtual Learning Lab *(Renewal/Revised)* (pgs. 35-72)
- #2023-05 Blended Learning Community Agreement between Florida Virtual School and Suwannee County School Board for all students within the Blended Learning Community *(Renewal/Revised)* (pgs. 73-106)
- #2023-06 Agreement between the School Board of Seminole County, Florida, on behalf of the East Coast Technical Assistance Center (ECTAC), and the School Board of Suwannee County, Florida, to provide support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) Programs *(Renewal/Revised)* (pgs. 107-126)
- #2023-07 Dual Enrollment Articulation Agreement between Florida Gateway College and Suwannee County School District (Out of District 2022-2023) *(Renewal/Revised)* (pgs. 127-174)

#2023-08 Virtual School Services Agreement between Imagine Learning LLC (previously d/b/a Edgenuity Inc.) and the Suwannee County School District (Renewal/Revised) (pgs. 175-248)

#2023-11 Florida Virtual School (FLVS) Amendment 2 to the FLVS Franchise Agreement for State of Florida School District with Suwannee County School Board (Note: This is an amendment to Contract #2021-62, which was previously Board approved on July 28, 2020.) (Renewal/Revised) (pgs. 249-306)

6. Approval of an out-of-state field trip for Suwannee High School (SHS) NJROTC students to attend the NJROTC Leadership Academy in Smyrna, Tennessee, June 26-30, 2022. (*Funded by the NJROTC Booster Club Account.*)

7. Presented for informational purposes out-of-state travel for the following employee:

Name	Site	Date	Reason	Destination
Patrick Dawson	SHS	6/26-30, 2022	NJROTC Leadership Academy	Smyrna, TN

8. Approval of the following student transfers for the 2022-2023 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Brandt	Dieffenbach	Suwannee	Hamilton	9
Kye	Knowles	Suwannee	Columbia	9

9. Human Resources Transactions (pgs. 307-331)

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

RECOMMENDATIONS: ADMINISTRATION:

District Office:

Jennifer Barrs, Interim Assistant Superintendent of Instruction, effective April 12, 2022

Food Service:

Michael Braun, Director of Food Service, effective May 10, 2022

REPLACES: Lisa Dorris

RESIGNATION: ADMINISTRATIVE: (Presented for information purposes only)

Suwannee Middle School:

Hunter Abercrombie, Assistant Principal, effective July 5, 2022

RECOMMENDATION: INSTRUCTIONAL:

Suwannee High School:

Marisley Leal, Teacher effective April 25, 2022

REPLACES: Taylor Mingle

RESIGNATIONS: INSTRUCTIONAL: (Presented for information purposes only)

Suwannee High School:

Luke Hall, Teacher, effective June 2, 2022

Suwannee Middle School:

Ashton Petersen, Teacher, effective June 1, 2022

Suwannee Springcrest Elementary:

Katey Melland, Teacher, effective June 30, 2022

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Amanda Koon	Branford Elementary Paraprofessional	Branford Elementary Teacher (<i>Long Term. Substitute</i>)	Katee O'Quinn	May 10, 2022
Rebecca Monroe	Suwannee High School Teacher	Suw. Springcrest Elem. Teacher	Darlene Rice	May 9, 2022
Darlene Rice	Suwannee Springcrest Elem. Teacher	Suwannee High School Teacher	Rebecca Monroe	May 9, 2022
William Wiles	Branford Elementary Teacher	Branford High School Dean (<i>Temporary</i>)	Michael Braun	May 9, 2022- May 31, 2022

LEAVE OF ABSENCE: (MATERNITY):

Suwannee Riverside Elementary:

Abby Fleming, Teacher, effective February 4, 2022 through May 16, 2022
(Amended from the November 16, 2021 Agenda)

RETIREMENTS: NON-INSTRUCTIONAL: (Presented for information purposes only)

Suwannee Pineview Elementary:

Loretta Polite, Custodian, effective May 2, 2022 (Amended from the February 22, 2022 Agenda)

Transportation:

David Beard, Bus Driver, effective November 1, 2022

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Facilities:

Debbie Ritchey, Custodian, effective May 9, 2022
REPLACES: Mercedes Gervacio

Suwannee High School:

Tenlee Deloach, School Secretary, effective, May 4, 2022
REPLACES: Kasey Wynn

Suwannee Middle School:

Magda Centeno-Sanches, Custodian, effective April 25, 2022
REPLACES: Dawn Willms

Suwannee Pineview Elementary:

Bart Hill, Custodian, effective May 10, 2022
REPLACES: Loretta Polite

Mallory Jackson, Paraprofessional, effective May 3, 2022
REPLACES: Lashley Fletcher

Suwannee Riverside Elementary:

Carolyn Davis, Custodian, effective May 9, 2022
REPLACES: Debbie Ritchey

Suwannee Springcrest Elementary:

Timothy Rickett, Head Custodian, effective June 1, 2022
REPLACES: Lori Smith

Transportation:

Dawson Chitwood, Parts Inventory Clerk, effective April 27, 2022
REPLACES: Michael Munhall

Margaret Howell, Bus Driver, effective April 14, 2022
REPLACES: Mary Bartholomew

RESIGNATION: NON-INSTRUCTIONAL: (Presented for information purposes only)

Transportation:

Margaret Howell, Bus Driver, effective April 15, 2022

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Erika Delgado	Suw. Springcrest Elem. Food Service	Suw. Riverside Elem. Paraprofessional	Vanessa Isidro	May 17, 2022
Lori Smith	Suw. Springcrest Elem. Head Custodian	RIVEROAK Tech. College Head Custodian	Claudies Ivey	June 1, 2022

LEAVE OF ABSENCE (ILLNESS IN THE LINE OF DUTY):

Suwannee Springcrest Elementary:

Mary DeHart, Food Service, September 23, 2021 (8 hours), September 24, 2021 (8 hours),
October 27, 2021
(1 hour), November 10, 2021 (1 hour), and January 23, 2022 (1.5 hours), for a total of 19.5 hours

LEAVE OF ABSENCE: (MEDICAL):

Suwannee Middle School:

Cynthia Ford, Custodian, effective May 9, 2022 through June 20, 2022

Transportation:

Shirley Ware, Bus Aide, effective April 28, 2022 through May 13, 2022

MISCELLANEOUS:

Pre-K Extended Day Program:

Approval for the following to work in the Pre-K Extended Day Program:

Jennifer Stevens

PART-TIME/HOURLY EMPLOYEES:

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES

January 1, 2022 through June 30, 2022:

CAREER AND TECHNICAL EDUCATION:

Sabrina Lieupo
Yalori Coker
John Sinclair
Marcus Durham

LPN Instructor
LPN Instructor
SkillsUSA Advisor
HVAC Refrigeration

VOLUNTEERS:

Lloyd Abentroth II
Jennifer Beveridge
Elizabeth Bruening
Joel Buchanan
Rovon Cantella
Breanna Copeland
William Copeland
Shanna Creech
Ryan Dalton
Brittany Deaton
Candace Diaz
Kathryn Driver
Joanne Duncan
Kevin Figueroa
Christopher Foust
Ruben Fundora
Brandon Garner
Megan Hale

Jenna Hamilton
Brian Hardcastle
Jessica Hardcastle
Stephanie Harrison
Christopher Henry
Brian Hudson
Larry Jenkins
Michelle Jenkins
Christopher Knowles
Ryan Lawson
Darin Lazio
Kylan Loch
Charlotte Martin
William Martin
Felicia Meadows
Katie Mims
Michael Mims
Angelica Neria Perez

Miriam Patino
Letavian Philpot
Candy Pipkins
Carlos Podadera Diaz
Rebecca Rescigno
Chasidy Rodriguez
Oscar Romulo
Jacquelline Sandoval
Jimmy Simmons
Michael Taber
Aaron Thomas
Paula Thompson
Tanecia Virgil
Miranda Walker
Brittany Wendt
Anntonette Willi

**End of List
2021-2022
School Year**

RECOMMENDATIONS: SUMMER TERM 2021-2022:

MISCELLANEOUS:

Approval for the following Ag Teachers/FFA Advisors to work up to 40 hours between June 1, 2022 and June 30, 2022

Anne Etcher
Rachel Adams

Branford High School
Suwannee Middle School

Approval for Jessica Johnson to work up to 75 hours in the Extended School Year Program

Approval for the following to work as Paraprofessionals in the 21st Century Summer Program:

Robyne Edwards
April Greene
Tina Hayes
Victoria Jensen

Janell Miracle
Mariah Pyle
Mandy Ramsey
Carla Suggs

Julie Klecka (*Alternate*)

Approval for the following to work additional hours on Student Placement and Student Data Analysis:

April Greene
Karen Welch

Up to 20 hours
Up to 50 hours

Suwannee Riverside Elem.
Branford High School

Approval for the following to work as Summer Day Laborers:

Facilities Department:

Landon Bates
Garrison Beach
Emyrick Blue
Tyrence Freeman
Matthew Gill
Ethan Harrell
Bryson Herron
Nikolas Hurst
Matthew Jenkins
Avery Kelly
Kelly Melland
Benjamin Monroe
Clay Murray
Waylon Poole
John Sinclair
Connor Thompson
Chayse Warren

**End of Summer Term List
2021-2022
School Year**

RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL: (Presented for information purposes only)

Student Services:

Lynn Lawrence, Speech/Language Pathologist, effective January 4, 2023

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:

*Kimberly Williams, Teacher, effective August 3, 2022

REPLACES: Lynda McInnis

Branford High School:

*Robert Crews, Teacher, effective August 3, 2022

REPLACES: Dan Taylor

Hannah George, Teacher effective August 3, 2022

REPLACES: Paul Morello

*Sarah Swallows Carney, Teacher, effective August 3, 2022

REPLACES: Ayla Hicks

Suwannee High School:

*Leanna Baldwin-Beartree, Teacher, effective August 3, 2022

REPLACES: Traci Green

*Mileydi Perez-Grijalva, Teacher effective August 3, 2022

REPLACES: Suzanne Tillman

Suwannee Middle School:

Hannah Hicks, Teacher, effective August 3, 2022

REPLACES: Stephanie Land

Cody Wall, Teacher, effective August 3, 2022

REPLACES: Patrice Parker

Suwannee Opportunity School:

*Keifer Thompson, Teacher, effective August 3, 2022

REPLACES: Mark Beach

Suwannee Pineview Elementary:

Mallory Jackson, Teacher, (Long Term Substitute), effective August 3, 2022

REPLACES: Malea Gold

*Stephanie Morgan, Teacher, effective August 3, 2022

REPLACES: Pamela Hendrick

*Courtney Sasso, Teacher, effective August 3, 2022

REPLACES: Nicole Hohman

TRANSFERS/REASSIGNMENTS:

<u>NAME:</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Karen Braun	Suwannee High School Teacher	Branford High School Teacher	Colleen Heeney	August 3, 2022
Lynda McInnis	Branford High School Teacher	Suw. Springcrest Elem. Teacher	Katey Melland	August 3, 2022
Kelly Pennington	Suw. Pineview Elem. Teacher	Suwannee Middle School Teacher	Deanna Burkett	August 3, 2022
Kimberly Thomas	District Wide Teacher	Suw. Pineview Elem. Resource Teacher		August 3, 2022

LEAVE OF ABSENCE: (FAMILY MEDICAL):

Suwannee Riverside Elementary:

Susan Helvenston, Teacher, effective August 10, 2022 through November 2, 2022

LEAVE OF ABSENCE: PERSONAL:

District Wide:

Candice Land, MTSS Coordinator, effective August 3, 2022, for the 2022-2023 school year

Suwannee Riverside Elementary:

Susan Helvenston, Teacher, effective November 3, 2022 through June 1, 2023

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee High School:

Patricia Nixon, School Nurse, effective August 3, 2022

REPLACES: Randi Croft

Suwannee Pineview Elementary:

Artra Moore, Paraprofessional, effective

REPLACES: Cathy Jerkin

TRANSFERS/REASSIGNMENTS:

<u>NAME:</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Stephanie Eady	Suwannee Opp. School Paraprofessional	Suwannee High School Paraprofessional	Tenlee Deloach	August 3, 2022
Jennifer Floyd	RIVEROAK Tech. College Clerk	Suwannee Riverside Elem. Paraprofessional	Janet Good	August 3, 2022
Rosanna Holtzclaw	Branford Elem. School Manager	Branford High School Food Service Worker (8 hr)		April 27, 2022

CONTRACT RECOMMENDATIONS:**ANNUAL INSTRUCTIONAL CONTRACTS:**

<u>Branford Elementary School:</u>	<u>Term</u>
April Barnes	10
Emily Blackmon	10
Kristen Boston	10
Lyndsey Browning	10
Tracy Combee	10
Lynsee Dicks	10
Kimberley Garrett	10
Jacqueline Glover	10
Melinda Hawthorne	10
Amanda Hayes	10
Tina Hayes	10
Caron Heffner	10
Mandi Howard	10
Priscilla Jones	10
Charlena Lori Land	10
Jessica Nipper	10
Amy Townsend	10
Miranda Walker	10
Kimberly Williams	10
Margaret Williams	11
<u>Branford High School:</u>	
Karen Braun	10
Darryl S. Cannon	10
Erin Cannon	10
Sarah Swallows Carney	10
Erin Clark	10
Timothy Clark	12
Robert Crews	10
Carlos Diaz	10
Anne Etcher	10
Hannah George	10
Leah Harrell	11

Monica Jackson	10
Shannon Jernigan	10
William McClendon	10
Joshua McInnis	10
Fred O'Quinn	12
Marissa Parks	10
Alicia Poole	12
Emilee Rains	10
Maria Rodriguez	10
Sergio Rodriguez	10
Michele Roundtree	10
Mendy Sikes	10
Deanna Simpson	10
Cara Soride	10
**Tommy Taylor	10
Misty Ward	10
Abbey Warren	10
Karen Welch	10
Matthew Yancey	10
Eric Yount	10
<i>** Non-Certificated</i>	

RIVEROAK Technical College:

Cynthia Frye	10
William Blackmon	10
William Hill	10
Catherine Maxwell	10
**Kevin Mercer	10
**Katie Miller	12
John Sinclair	10
**Jenna Stratton	12
Patricia Sullivan	10
**Greta Thornton	10
Maria Toledo-Garcia	10
Jeremy Ulmer	10
**Traci West	12
**Jessica Willis	12
**Suzanne Wilson	12
<i>** Non-Certificated</i>	

Student Services:

Michelle Adams	10
Crystal Bryan	10
Dee Dee Cathcart	10
Chelsey Chaney	10
Deborah Godbold	11
Abigail Hill	11
Kelly Jackson	10
Holly Marsee	10

Lisa Pennington	11
Alyssa Sullivan	10
Stacie Swartz	10
Rowna Valin	10
Sheila Watson	10

Suwannee High School:

Frank Allen	12
Leanna Baldwin-Beartree	10
Kary Black	10
Vicki Bryan	10
Brian Bullock	10
Buddy Coleman	12
Deborah Coleman	12
Patrick Dawson	12
Sherry Dean	10
**Rebecca Futch	10
Michelle Glenn	10
Alexander Gonzalez	10
Melinda Carson-Griffith	12
Mileydi Perez-Grijalva	10
Elisa Hall	10
Kyler Hall	12
Frank Hufty	10
Jerry Jay Jolicoeur	10
Debra Kleinsmith	12
Marisley Leal	10
Kevin Lewis	10
Cletia McCullers	10
Daniel Marsee	10
Stephen D. Morgan	10
Donna Jean Riegel	10
Melanie Roberts	10
Benjamin Thomas	10
**Traci Thompson	10
Barrinesha Washington	10
Jenny White	10
** <i>Non-Certificated</i>	

Suwannee Middle School:

Rachel Adams	10
Allison Brown	10
Kathryn Bower	10
Joseph Gaddy	10
Darace Hahn	10
Brantly Helvenston	10
Cristina Herrington	10
Hannah Hicks	10
Jennifer Hitt	10

**January Jernigan	10
Deadre Jolicoeur	10
Samantha Land	10
Marie Mace	10
Jazmine Marrero Guerra	10
Jennifer Neely	10
Tammy Neil	10
Kelly Pennington	10
Robert Phillips	10
Stacey Politano	10
Susan Ratliff	10
Daniel Skelly	10
Phoebe Solek	10
Airalisha Sowell	10
Seth Stebbins	10
Lindsey Thomas	10
Lorena Urban	10
Elizabeth Vann	10
Cody Wall	10
Kayla Williamson	10
** Non-Certificated	

Suwannee Opportunity School:

Lorri Mercer	10
Keifer Thompson	10

Suwannee Pineview Elementary-Innovation:

Evelyn Arnold	10
Kaycie Blanton	10
Livesay Boggus	10
Chelsea Burgess	10
McKenzie Crews	10
Julia Davidson	10
Janet Diaz	10
Tamara Felton	10
Krystal Fletcher	10
Emily Goss	10
Pamela Hendrick	10
<i>(Recommended through August 12, 2022)</i>	
Stacia Hewett	10
Ciera Keen	10
Keeley Messer	10
Stephanie Morgan	10
Susan M. Mowry	10
Sean Oliver	10
Meri Robinson	10
Courtney Sasso	10

Suwannee Riverside Elementary-Arts:

Katrina Armstead	10
Tammy Atkinson	10
Jennifer Baker	10
Amanda Bartley-Ramirez	10
Melissa Bozeman	10
Kimberly Bulaskas	10
Jamie Cato	10
Cheri Copeland	10
Krystal Cundiff	10
Kiara Davis	10
Rosa Davis	10
Laura Ferguson	10
Abby Fleming	10
Tammy Flowers	10
Danielle Gay	10
Diane Hale	10
Patrick Jernigan	10
Michelle Jessup	10
Hanna Moreno	10
Charis Parker	10
Kelly Parker	10
Takesha Patrick	10
Stephane Phillips	10
Tracy Pope	10
Elizabeth Rang	10
Stephanie Reid	10
Kelli Roberts	11
Adrienne Taylor	10
Jennifer Turner	10
Joanne Wimberley	10
Lawanna Zimmerman	10

Suwannee Springcrest Elementary-Leadership:

Jessica Anderson	10
Ashley Broughton	10
Emilee Cannon	10
Megan Collins	10
Carolyn Javonne Day	10
Erin Driggers	10
Julie Griswold	10
Natalie Haney	10
Patricia Hines	10
Pamela Hoyle	10
Ariel Jennings	10
Janet Lazio	10
Holly Marsee	10
Emily Murphy	10
Audrey Peake	10

Debra Singletary	11
Stacey Smith	10
Martha Southerland	10
Jennifer Stevens	10
Marie Warren	10
Joann Weber	10

Suwannee Virtual School:

Jeffry Boatright	10
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PROFESSIONAL SERVICE CONTRACT (Renewal):

Branford Elementary School:

Amy Allen	10
Kimberly D. Cannon	10
Traci Kirby	10
Julie Klecka	10
Stephanie Knighton	10
Vera L. Knighton	10
Susan Mackin	10
Denah F. Phillips	10
Lindsey Ramsey	10
Carla Suggs	10
Wynette L. Sumner	10
Jennifer Winnett	10

Branford High School:

Bethany Byrd	10
Pamela Cassube	10
Eleanor Coker	10
Julianna H. Dees	10
Lawanna Gaylard	10
Amanda R. Johnson	10
Karen Y. Koon	10
Stefani M. Santos	10
Janet Denise Stewart	10
Linda S. Whitley	10
Stacy Young	12

RIVEROAK Technical College:

Eric Derwin Bass	10
<i>(Recommended through January 1, 2023)</i>	
Theresa Gill	10
<i>(Recommended through January 31, 2023)</i>	
William Ragan	10

Student Services:

Patricia E. Brantley	11
Candice Land	
<i>(Personal Leave of Absence for the 2022-2023 school year)</i>	10
Lynn Lawrence	10
<i>(Recommended through January 3, 2023)</i>	
Tina Roush	10
Virginia L. Weaver	11
Tamara Williams	11

Suwannee High School:

Harrison Ambrose	10
Nancy Aul	10
Neena Brown-Thomas	10
Tamara Burt	10
Benita Diggs	10
Terry Fillyaw	10
Amy C. Hendry	10
Cindi Hiers	11
Paula McMillan	10
Abigail Rodriguez	10
Eric Rodriguez	10
<i>(Professional Leave of Absence for the 2022-2023 school year)</i>	
Michelle Thompson	10
Kimberly Tuvell	10
Darlene Rice	10
Cindy Wiggins	12
Vernon Wiggins	10
Karen K. Williams	11
Pamela P. Williams	10
Damon L. Wooley	10

Suwannee Middle School:

Alan R. Bonds	10
Robyn Bonds	10
Jennifer Byrd	10
Annette B. Chauncey	10
Heather Dean	10
Rhonda Furry	10
Lisa W. Gray	10
Hetti J. Harry	10
Misty Shawn Herring	11
Angela Hicks	10
Deanna Horton	10
Nicole Jackson	11
Christina McCullers	10
Tammie McKay	10
Holly McMillan	10
Lindy Meeks	10

Ona M. Robertson	10
Stephanie B. Sampson	10
Brad Scarborough	10
Canary S. Stephens	10

Suwannee Opportunity School:

Mary Johnson	10
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Suwannee Pineview Elementary-Innovation:

Rebecca L. Carter	10
Kristy D. Chauncey	10
Kimberly Hudson	10
Connie N. Leavitt	10
Marjerian Lewis	10
Joyce D. McIntosh	10
Melissa N. McKire	10
Tamara Michal	10
Laura Katherine Roberts	10
Kimberly M. Thomas	10
Shannon White	10
Amy Williams	10
Ashlee Wooley	10

Suwannee Riverside Elementary-Arts:

Lauren Belcher	10
Marcia Boatright	10
Rhoda J. Crews	10
Kelly Driggers	10
Robyne Edwards	10
Leigh Ann Fountain	10
April Frye	10
Staci Greaves	10
April Greene	10
Herbert Hutchison	10
Janell Miracle	10
Kimberly M. Mott	10
Mandy F. Ramsey	10
Stacey L. Skierski	10
Michele Turman	10
Kimberly Warren	10

Suwannee Springcrest Elementary-Leadership:

Jennifer Bonds	10
Victoria S. Carter	10
Jenny Clark	10
Stephanie Gray	10
William McCullers	10
Lynda McInnis	10
Rebecca Monroe	10

Catherine Nicely	10
Rebecca Reaves	10
Theda Roper	10
Becky Skipper	10
Sandra Winburn	10

Suwannee Virtual School:

Jennifer Campbell	10
Jean Eckhoff	10
Angela Hester	10

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following contract and term status are granted as indicated below:
Job titles are 2022-2023 appointments and for placement on a salary schedule:

<u>Name</u>	<u>Position</u>	<u>Contract</u>	<u>Term</u>
<u>District Office:</u>			
*Karen Bates	Payroll Supervisor	C	12
Melanie Buchanan	District Secretary	C	12
*Mary Chaney	Secretary/Textbook and Certification	C	12
<i>(Recommended through July 5, 2022)</i>			
*Sarah Chauncey	Personnel Specialist	C	12
*Cortney Flowers	Secretary, Administrative I	A	12
Katie Greene	Accounts Payable Specialist	A	12
*Jillian Herron	Employee Benefits Specialist	C	12
Naela Jimenez	Pre-K Paraprofessional	C	12
*Teresa Jones	Employee Benefits Specialist	C	12
*Erika Leak	Administrative Support Specialist	A	12
*Lorie Norris	Risk Manager	A	12
*Robinette Odom	Secretary to the Superintendent	C	12
Rosa Perez	Custodian	C	12
*Debra Ross	Secretary for Administration	C	12
*Tylyn Stansel	Secretary, Administrative I	C	12
Kimberly Steichen	Secretary, Administrative I	C	12
Juana Torres	Migrant Education Recruiter/Advocate	C	12
*Erin Vogel	Personnel Specialist	C	12
<i>*Confidential employee</i>			
<u>Branford Elementary School:</u>			
Teresa Allen	Media Clerk	C	10
Amaris Chapman	Paraprofessional	A	09
Kelly Davidson	Pre-K Paraprofessional/Lead CDA	C	09
Staci Feeney	Paraprofessional	C	09
Amanda Harris	Registrar	C	12
Austin Holtzclaw	Custodian	A	12
Cara Howard	Pre-K Paraprofessional/Lead CDA	C	09
Candice Hudson	Paraprofessional	A	09

Lacey Humphries	Paraprofessional	C	09
Anthony Jackson	Head Custodian	C	12
Hannah Knighton	Paraprofessional	INT C	09
Karen Knighton	Paraprofessional	C	09
Amanda Koon	Paraprofessional	A	09
Andrea Lanier	School Secretary	A	12
Amanda Martin	Paraprofessional	C	09
Amity McCall	Paraprofessional	C	09
Pamela Norton	Paraprofessional	C	09
Edna Roberts	Paraprofessional	A	09
Mary Roberts	Bookkeeper	C	12
Shawna Shae	Paraprofessional	A	09
Wendy Stines	Paraprofessional	C	09
Damaris Valdez	Paraprofessional	A	09
Dawn Willms	Custodian	INT C	12

Branford High School:

Jerri Byrd	School Secretary	C	12
Casey Estep	Paraprofessional	A	09
Matthew Hiers	Custodian	A	12
Luis Huerta Dominguez	Paraprofessional	A	09
Kayla Hygema	Custodian	A	12
Melissa Hygema	Media Clerk	A	10
Michele Lambert	Paraprofessional	C	09
Brenda Raulerson	Custodian	C	12
*Lauri Reaves	Administrative School Secretary	C	12
Donna Rhoden	Paraprofessional	A	09
Dana Root	Paraprofessional	C	09
Lisa Stevens	Paraprofessional	A	09
Roger Terry	School Secretary/Data Entry	C	12
Dana Tidwell	Bookkeeper	C	12
Karen Tucker	Head Custodian	C	12

**Confidential employee*

Facilities Department:

Timothy Bass	Maintenance Man I	C	12
K. Douglas Bates	Maintenance Foreman	C	12
John Betz	Maintenance Man I	C	12
James Bryan	Assistant Foreman	C	12
Maurice Copeland	Landscape Foreman	C	12
Mark Fitzpatrick	Maintenance Man I	C	12
Debbie Ritchey	Custodian	C	12
Kevin Hingson	Assistant Foreman Facilities	C	12
Matthew Hingson	Maintenance Man I	C	12
Lawrence Jelks	Maintenance Man I	C	12
*Russell Landen	Facilities Technology Technician	C	12
George Langford	Maintenance Man I	C	12
Daniel Monroe	Groundskeeper	C	12
Austin Murray	Landscape Gardener	A	12

Terry Murray	Air Conditioning/Electrical Specialist	C	12
Lorraine Musgrove	Facilities Assistant	C	12
Jeffery Prescott	Maintenance Man II	A	12
Terry Richardson	Painter	C	12
Clayton Ross	Assistant Grounds Foreman	INT C	12
Tyler Smith	Groundskeeper	C	12
*Christina Vann	Administrative Secretary I	C	12
Kevin Williams	Groundskeeper	C	12
<i>*Confidential employee</i>			

Food Service:

Leona Ash	Food Service Manager	C	09
Sharlie Bailey	Food Service Worker-6 hr.	C	09
Terrie Baker	Food Service Manager-Assistant	C	09
RoseMerry Bell	Food Service Worker-6hr	A	09
Teresa Brannan	Food Service Worker-8 hr.	C	09
Shanda Campbell	Food Service Worker-6 hr.	C	09
Pamela Carver	Food Service Manager	C	09
Alysia Causey	Food Service Worker-8 hr.	C	09
Jenna Chancey	Food Service Worker-6 hr.	C	09
Diane Chavez	Food Service Worker-8 hr.	C	09
Kimberly Choe	Food Service Manager	C	09
Daisy Couture	Food Service Worker-3 hr.	PT	09
Crystal Cox	Food Service Worker-6 hr.	C	09
Leah Cribbs	Food Service Worker-3 hr.	PT	09
Mary DeHart	Food Service Worker-8 hr.	C	09
Carolyn Dexter	Food Service Worker-8 hr.	C	09
Sheree Dugdale	Food Service Worker-6 hr.	C	09
Tiffany Dunn	Food Service Worker-3 hr.	A	09
Annie Folsom	Food Service Worker-8 hr.	C	09
Jennifer Gaskins	Food Service Worker-8 hr.	C	09
Rosanna Holtzclaw	Food Service Worker-8 hr.	C	09
Reba Hurst	Food Service Manager	C	09
Lyndze Jandle	Food Service Worker-3 hr.	PT	09
*Cindy Johnson	Administrative Secretary I	C	12
Katrina Johnson	Food Service Manager-Assistant	C	09
Wendy Jones	Food Service Manager-Assistant	C	09
Rebecca Kirby	Food Service Manager	C	09
Leslie Kurtz	Food Service Worker-8 hr.	C	09
Janice Lee	Food Service Manager	C	09
Chatisa Lett	Food Service Worker-3 hr.	PT	09
Heather Lewis	Food Service Worker-3 hr.	PT	09
Peggy Mead	Food Service Worker-8 hr	A	09
Evelin Najera	Food Service Worker-8 hr.	C	09
Paul Otterbine	Food Service Worker-8 hr.	C	09
Cierra Parker	Food Service Worker-8 hr.	INT C	09
Shirley Philmore	Food Service Worker-8 hr.	C	09
Gloria Presley	Food Service Worker-3 hr.	PT	09
Uriel Ramirez Perez	Food Service Worker-3 hr.	PT	09

Melanie Rickett	Food Service Manager	C	09
Donna Rightmire	Food Service Worker-6 hr.	A	09
Marilyn Gonzalez-Santos	Food Service Worker-8 hr.	INT C	09
Dawn Shearer	Food Service Worker-8 hr.	C	09
Natella Smith	Food Service Worker-6 hr.	C	09
Quintonia Smith	Food Service Worker-3 hr.	PT	09
Rhonda Tillman	Food Service Worker-8 hr.	C	09
Edith Underwood	Food Service Worker-8 hr.	C	09
Toni Vargas-Garcia	Food Service Worker-6 hr.	C	09
Julie Verdegem	Food Service Worker-8 hr.	C	09
Amelia Warner	Food Service Assistant Manager	C	09
Stephanie Whittington	Food Service Worker-8 hr.	C	09
Kelly Wiggins	Food Service Worker-6 hr.	C	09
Teresa Williams	Food Service Worker-8 hr.	C	09
William Yates	Food Service Worker-8 hr.	C	09
Jennifer York	Food Service Worker-3 hr.	C	09
<i>*Confidential employee</i>			

Information Technology Department:

*Donna Bass	Administrative Secretary I	C	12
Jacob Cross	Information Technology Technician	A	12
Stewart Fissell	Information Technology Technician	C	12
Brian Gollery	Information Technology Technician	C	12
*Bruce Kinsey	Software Specialist	C	12
Landon Messer	Information Technology Technician	A	12
*Kelly Philmore	Network Specialist	C	12
Evan Saunders	Information Technology Technician	C	12
<i>*Confidential employee</i>			

RIVEROAK Technical College:

Heymi Jimenez	Registrar	A	12
Ashley Kirby	Financial Aid Specialist	C	12
*Tommy Miller	Administrative Secretary I	C	12
Damien Rickett	Custodian	C	12
Lori Smith	Head Custodian	C	12
Terry Vickers	Community Relations Specialist	C	12
Katlin Westrich	Bookkeeper	C	12
<i>*Confidential employee</i>			

School Nurses:

Rebecca Gaddy	School Nurse (SMS)	A	10
Kelly Melland	School Nurse (SRE)	C	10
Rebekah Mercer	School Nurse (BES)	C	10
Patricia Nixon	School Nurse (SHS)	C	10
Shalenthia Reynolds	School Nurse (SSE)	C	10

Suwannee High School:

Carla Blalock	Administrative Secretary	C	12
Cynthia Brown	Custodian	C	12

Viola Brown	Custodian	C	12
Deborah Davis	Paraprofessional	C	09
Tenlee Deloach	School Secretary	C	12
Stephanie Eady	Paraprofessional	C	09
Laritta Hunter	Attendance Clerk	C	10
A. Lloyd Jackson	Head Custodian	C	12
Keith Johnson	Custodian	C	12
Kelly McManaway	Paraprofessional	A	09
Michael Dunmore	Security Guard	A	12
Yvette Perez	Migrant Paraprofessional	C	10
Alexandra Scoggins	Paraprofessional	A	09
Vance Wiggins	Paraprofessional	A	09
Laketha D. Wilson	School Secretary	C	12
Kasey Wynn	Bookkeeper	C	12

Suwannee Middle School:

Pamela Bedenbaugh	Bookkeeper	A	12
Melanie Chambliss	Administrative School Secretary	C	12
Tiffany Dear	Media Clerk	INT C	10
Balinda Federick	Paraprofessional	A	09
Cynthia Ford	Custodian	C	12
Sandra Fountain	Head Custodian	C	12
Michael Herring	Paraprofessional	C	09
Emiley Maynard	Paraprofessional	A	09
Jarvis McClain	Custodian	A	12
Verhonda Morris	ESE Paraprofessional	C	09
Theresa Owens	Paraprofessional	C	09
Leslie Ramsey	General Receptionist	A	11
Magda Sanches	Custodian	A	12
Lisa Shuler	Custodian	C	12
Elizabeth Smith	Paraprofessional	C	09
Linda Strait	Registrar	C	12
Maritza Torres	Paraprofessional	A	09
Teresa Williams	Paraprofessional	A	09

Suwannee Opportunity School:

Courtney McHugh	Paraprofessional	A	09
Christopher Ringlein	Security Guard	C	12
Jacqueline Taylor	Secretary	A	12

Suwannee Pineview Elementary-Innovation:

Katelyn Blong	Pre-K Paraprofessional	A	09
Kadie Butler	Paraprofessional	C	09
Tanya Crain	Paraprofessional	C	09
Alexis Dalton	Paraprofessional	A	09
Traci Davis	Pre-K Paraprofessional/Lead CDA	C	09
Kay Glass	Media Clerk	C	10
Bart Hill	Custodian	A	12
Tammy Johns	School Bookkeeper	C	12

Amanda Kiser	Pre-K Paraprofessional/Lead CDA	C	09
JoAnn LeDew	ESE Paraprofessional	C	09
Connie Little	School Secretary	C	12
<i>(Recommended through September 2, 2022)</i>			
Heather Marshall	Paraprofessional	C	09
Jennifer McMillan	Paraprofessional	C	09
Jessica Melgar	Paraprofessional	C	09
Natalia Morales	Paraprofessional	A	09
Artra Moore	Paraprofessional	A	09
Sasharine Richardson	Head Custodian	A	12
Ashley Reeves	ESE Paraprofessional	C	09
Kristin Register	Paraprofessional	C	09
Lori Torres	Administrative Secretary	A	12
Barbara Tucker	Paraprofessional	C	09
Amanda Williams	Paraprofessional	A	09
Brandy Williamson	Paraprofessional	A	09
Elisahar Woloszyn	Paraprofessional	C	09

Suwannee Riverside Elementary-Arts:

Tresca Anderson	Pre-K Paraprofessional/Lead CDA	C	09
Tara Ash	Paraprofessional	C	09
Gail Butler	ESE Paraprofessional	C	09
Linda Cheshire	Paraprofessional	C	09
Erika Delgado	Paraprofessional	A	09
Monica Djulvez	Paraprofessional	C	09
Jody Ellison	Head Custodian	C	12
Jennifer Floyd	Paraprofessional	C	09
Mayra Gonzalez	Paraprofessional	C	09
Julia Gay Mangum	Paraprofessional	C	09
Heather Holton	Registrar	C	12
Jenna Hunter	Paraprofessional	A	09
Vanessa Isidro Mares	Pre-K Paraprofessional	C	09
Janice McCall	Pre-K Paraprofessional	C	09
Rebecca McCray	Paraprofessional	A	09
Bethany Mabey	Pre-K Paraprofessional	A	09
Wildaly Nieves-Lopez	Paraprofessional	C	09
Nicole Poole	Pre-K Paraprofessional/Lead CDA	C	09
Mariah Pyle	Paraprofessional	A	09
Kimberly Ranck	Paraprofessional	A	09
Kristen Register	Paraprofessional	A	09
Amy Sansouci	School Secretary	C	12
Julie Skeen	Paraprofessional	C	09
Mackia Strickland	Receptionist	C	09
Geraldine Thomas	Paraprofessional	C	09
<i>(Recommended through August 31, 2022)</i>			
Alexander Torres	Custodian	C	12
Carol Ann Townsend	Pre-K Paraprofessional	A	09
Herbert Williams	Custodian	C	12
Ronna Williams	Media Clerk	C	10
Lee Ann Wirick	Paraprofessional	A	09

Deanna Yott	Pre-K Paraprofessional/Lead CDA	C	09
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Suwannee Springcrest Elementary-Leadership:

Lori Alban	Registrar	C	12
Christina Batton	ESE Paraprofessional	C	09
Tara Brock	Pre-K Paraprofessional/Lead CDA	C	09
Mayra Castaneda	Paraprofessional	C	09
Tina Colvin	Bookkeeper	C	12
Alice Gambel	Paraprofessional	C	09
Crystal Gill	Paraprofessional	C	09
Lewanda Hill	Paraprofessional	A	09
LaDonna Holmes	Paraprofessional	C	09
Maya Kennedy	Paraprofessional	A	09
June Lane	Pre-K Paraprofessional	C	09
Marissa Lane	Paraprofessional	C	09
Kelsey Leighton	Paraprofessional	C	09
Rebecca McCaskill	Paraprofessional	A	09
Holly Melland	Paraprofessional	A	09
Catherine Melton	Paraprofessional	C	09
Lynn Peaden	Media Clerk	C	10
Timothy Rickett	Head Custodian	C	12
Tiffany Sanders	Paraprofessional	C	09
Monica Sauer	Paraprofessional	C	09
Holly Setzer	Paraprofessional	C	09
Amy Steed	School Secretary	C	09
Stephanie Smith	Paraprofessional	A	09

Suwannee Virtual School:

*Naela Salazar	Administrative School Secretary	A	12
<i>*Confidential employee</i>			

Transportation Department:

Tyrone Ansley	Mechanic	C	12
David Barnes	Bus Driver	C	09
Sharon Lynn Bass	Bus Driver	C	09
David Beard	Bus Driver	C	09
<i>(Recommended through October 31, 2022)</i>			
Lawrence Brannon	Mechanic	A	12
*Sharon Braun	Administrative Secretary I	C	12
Alma Brown	Bus Driver	C	09
Eppie Brown	Bus Attendant	C	09
Chinneta Butler	Bus Driver	C	09
Jimmy Cannon	Bus Driver	A	09
Nisa Carlisle	Bus Driver	C	09
Sarah Chavis	Bus Driver	C	09
Paula Cherry	Bus Driver	C	09
Dawson Chitwood	Parts Inventory Clerk	A	12
Elizabeth Cooper	Crossing Guard	PT	09
Daisy Couture	Bus Attendant	C	09

Frederick Deaver	Bus Driver	C	09
Eunice Dunmore	Bus Driver	C	09
Jennifer Farrar	Bus Driver	A	12
Tracy Felty-Janosh	Bus Driver	A	09
Crystal Fernandez	Bus Driver	C	09
Caren L. Fout	Bus Driver	C	09
Robert Frayer	Bus Driver	A	09
Pauline Frazier	Bus Driver	C	09
Stacy Futch	Vehicle Maintenance Manager	C	12
Robin Garbett	Bus Driver	C	09
Mercedes Gervacio	Bus Attendant	C	09
<i>(Recommended through October 10, 2022)</i>			
Ana Gienger	Bus Driver	C	09
Lance Griner	Mechanic	C	12
Toni Hansard	Bus Driver	A	09
Deborah Harnage	Bus Driver	INT C	09
Kimberly Harnage	Bus Driver	A	09
Gina Henderson	Bus Driver	A	09
Debra Hill	Bus Attendant	C	09
Shateea Butler Hughes	Bus Driver	A	09
Jeffry Hunt	Bus Driver	C	09
Kiara Janosh	Bus Driver	A	09
Laura Jaramillo	Bus Driver	C	09
Carol Jenkins	Bus Driver	C	09
John Jenkins	Mechanic	C	12
*Kelly Jenkins	Administrative Secretary I	C	12
Caleb Jones	Bus Driver	A	09
Christina Jones	Bus Driver	A	09
John Kerry	Bus Driver	C	09
Susan Kirby	Bus Attendant	A	09
Gina Knight	Bus Attendant	C	09
Robin Krause	Bus Driver	C	09
Monica Lorenz	Bus Driver	A	09
Curt Lux	Bus Driver	A	09
Eva Moore	Bus Driver	C	09
Lynne Otterbine	Crossing Guard	PT	09
Ashley Payne	Bus Driver	A	09
Joseph Phillips	Crossing Guard	PT	09
Toni Phillips	Crossing Guard	PT	09
Jennifer Ponder	Bus Driver	C	09
Jack Powell	Bus Driver	C	09
Gloria Presley	Bus Driver	C	09
Dana Prince	Bus Driver	INT C	09
Cathy Reed	Bus Driver	C	09
Joanne Ripley	Crossing Guard	PT	09
Synthia Schnaudigel	Bus Driver	C	09
Quintonia Smith	Bus Attendant	INT C	09
Janice Thompson	Bus Driver	C	09
Heather Thornton	Crossing Guard	PT	09

Thawanna Tooten	Bus Driver	C	09
Misty Voss	Bus Driver	C	09
Shirley Ware	Bus Attendant	INT C	09
Alice Wenig	Bus Driver	C	09
Inez Williams	Bus Driver	C	09
Lakeisha Williams	Bus Driver	C	09
Ashley Zarate	Bus Driver	A	09

**Confidential employee*

End of List
2022-2023
School Year

REGULAR AGENDA

1. Discussion and action regarding the selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2022, through June 30, 2023.

MOTION by Mr. Alcorn, second by Mr. Crawford, for Mr. daSilva to continue to serve as the Legislative Liaison and for Mr. White to continue to serve as the Alternate Legislative Liaison. MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Alcorn, second by Mr. White, for approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#3.211	Recording of Parent-Staff Meetings (<i>New</i>)
#5.121	Use of Time Out, Seclusions and Physical Restraint for Students (<i>New</i>)
#5.28	School Health Services (<i>Revised</i>)

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following personnel item for the 2021-2022 school year:
 - a. Overlap two contracts for the Director of Food Service position. (Note: The overlap will be May 10, 2022, through June 30, 2022. The estimated cost will be \$11,800. There is no impact to the General Fund.)

Mr. Roush answered questions from Board members. MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to provide for a 2% salary increase to the following salary schedules, effective July 1, 2022:

- Confidential, Secretarial, and Other Personnel
- Administrators
- District Level Coordinators

In response to Mr. White, Mr. Roush advised that none of these salaries are paid from temporary grant funding. MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following salary adjustments, *inclusive of performance pay adjustment*, for school-based administrators, effective July 1, 2022:

- Years Experience 0-4: \$1,600.00
- Years Experience 5-9: \$1,700.00
- Years Experience 10-13: \$1,800.00
- Years Experience 14+: \$2,000.00

MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. daSilva, second by Mr. White, for approval of the negotiated salary schedule for 2022-2023 and collective bargaining items tentatively agreed upon, including the instructional and education support personnel collective bargaining agreements for 2022-2025. (pgs. 332-498) MOTION CARRIED UNANIMOUSLY

7. MOTION by Mr. Crawford, second by Mr. daSilva, for approval to change the name of the football field located at Paul Langford Stadium from *Reeves Field at Paul Langford Stadium* to *Blalock-Reeves Field at Paul Langford Stadium*.

Mr. daSilva stated it may be possible for RIVEROAK Technical College to create a metal sign to display the new name at the football field. MOTION CARRIED UNANIMOUSLY

8. Comments from Student Ambassadors

Student Ambassador Jake Wooley updated the Board on the status of student organization accomplishments and athletic competitions at Suwannee High

School. He thanked the Board for the opportunity to serve as a Student Ambassador. Board members thanked Mr. Wooley and congratulated him on his accomplishments.

9. Legal Counsel's Report

- Mr. Dzwonkowski stated all is well on the legal front.
- He congratulated all graduates.

10. Superintendent's Report

Mr. Roush provided updates on the following items:

- Thanked both teams involved in the collective bargaining agreement process for their hard work and thanked the Board for its support.
- The Suwannee Baseball team fell 9-2 last night in Fort Myers but had a tremendous season. He stated a congratulatory ad will be published in RIVERBEND NEWS.
- BHS Senior Nathalia Veal was selected as the TV20 Meldon Law Female Scholar Athlete of the Year.
- Thanked the schools for their support throughout graduation season.
- Announced that he has received the resignation/retirement of Walter Boatright. He congratulated Mr. Boatright, stating it has been a privilege to work with and for him. Board members also expressed their appreciation.
- Distributed aerial maps showing two parcels located near Branford Elementary School and the Branford Ag Farm. The first parcel is owned by the Town of Branford and is the former location of the Branford Womens Club. The Town Council would like to know if the School Board is interested in the property. Mr. White provided background on the issue. He stated this was important because of the close proximity to Branford Elementary School. Mr. Roush stated the interest would be in the land and not the dilapidated building, which is built on a slab. The consensus of Board members was to pursue conversation to see if it is possible to acquire the property. Mr. Roush stated he would provide an update at the June workshop. The second parcel is located next to the Branford Ag Farm property. He stated there has been talk that the property might become a Vrbo or Airbnb property, and because of its close proximity to the Ag Farm, he would like to know if the Board is interested in finding out additional information and consider purchase. The Board expressed interest in obtaining more information. The matter will be discussed in June.

11. Issues and concerns Board members may wish to discuss

- Mr. Alcorn commented that the District has had a safe year that is coming to an end and that it will soon be time to start a new school year.
- Mr. Crawford stated he appreciated the work that went into District graduations and award ceremonies; he enjoyed seeing happy graduates.
- Mr. daSilva spoke on the following:
 - Appreciates everyone's hard work and dedication; the end of the school year is always a happy time.
 - Congratulated Mr. Boatright on his retirement.
 - The summer four-day work week will begin next week.
 - Congratulated Mr. Braun as the new Food Service Director and stated he would like to see frequent department updates so the Board can help to provide all of the tools he needs.
- Mr. White spoke on the following:
 - Congratulated all graduates.
 - Thanked the Student Ambassadors.
 - Thanked all staff for their hard work, which makes the Board members' jobs easier.
 - Thanked Mr. Boatright for his service.
 - Thanked the collective bargaining team for its hard work.
 - Thanked the Board for its interest in considering purchase of the two properties in Branford.
- Mr. Taylor spoke on the following:
 - There is a need to explore the possibility of purchasing the two properties in Branford.
 - Thanked Mr. Boatright for his leadership during his tenure with the District.
 - Referenced an email from Dr. Danielle Thomas with the Florida School Board Association, which indicates upcoming heavy lifts on the District; he would like to discuss this topic at an upcoming Board workshop.
 - Encouraged Board members to stand in line and help serve food at school cafeterias.

The meeting adjourned at 7:03 p.m.

2021-2022 JUNE SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99002959	ACTIVE BOARD(SMART BOARD)	\$ 2,170.00	6/5/2003	TECHNOLOGY	SURPLUS
99007859	BATTERY BACKUP, TRIPP LITE	\$ 5,414.00	2/13/2014	TECHNOLOGY	SURPLUS
99007313	CABINET, ON ROLLERS	\$ 1,055.88	8/2/2010	BRANFORD HIGH SCHOOL	JUNKED
99004847	CAMCORDER	\$ 1,270.00	12/16/2004	SPRINGCREST	SURPLUS
99000132	CASE, ATLAS	\$ 776.00	3/11/1994	SPRINGCREST	SURPLUS
99008459	CISCO SWITCH	\$ 1,408.18	2/10/2017	TECHNOLOGY	SURPLUS
99007549	COMPUTER PROBOOK NOTEBOOK	\$ 855.00	6/23/2011	TECHNOLOGY	SURPLUS
99008671	COMPUTER PROBOOK NOTEBOOK	\$ 960.00	12/7/2017	TECHNOLOGY	SURPLUS
99005563	COMPUTER, LAPTOP	\$ 1,308.62	7/26/2006	TECHNOLOGY	SURPLUS
99005946	COMPUTER, LAPTOP	\$ 1,049.00	5/2/2007	TECHNOLOGY	SURPLUS
99006065	COMPUTER, LAPTOP	\$ 1,164.00	2/27/2008	TECHNOLOGY	SURPLUS
99006902	COMPUTER, LAPTOP W DOCKIN	\$ 899.00	9/18/2009	TECHNOLOGY	SURPLUS
99007063	COMPUTER, LAPTOP W DOCKIN	\$ 840.00	1/21/2010	TECHNOLOGY	SURPLUS
99007077	COMPUTER, LAPTOP W DOCKIN	\$ 840.00	1/21/2010	TECHNOLOGY	SURPLUS
99008096	COMPUTER, TOUCH SCREEN	\$ 1,187.00	1/28/2016	TECHNOLOGY	SURPLUS
99008207	HP PROBOOK	\$ 770.00	6/30/2016	TECHNOLOGY	SURPLUS
99008215	HP PROBOOK	\$ 770.00	6/30/2016	TECHNOLOGY	SURPLUS
99008334	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008335	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008336	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008337	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008338	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008340	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008342	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008343	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008345	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008346	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008347	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008350	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008354	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS

2021-2022 JUNE SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99008355	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008356	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008357	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008358	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008359	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008360	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008362	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008363	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008365	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008366	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008367	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008368	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008369	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008371	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008372	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008373	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008374	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008375	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008378	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008379	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008380	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008381	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008382	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008383	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008386	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008388	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008389	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008391	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008392	HP PROBOOK	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
99008832	HP PROBOOK	\$ 765.00	2/14/2019	TECHNOLOGY	SURPLUS

2021-2022 JUNE SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99008073	HP PROBOOK 650G1	\$ 765.00	10/1/2015	TECHNOLOGY	SURPLUS
99008074	HP PROBOOK 650G1	\$ 765.00	10/1/2015	TECHNOLOGY	SURPLUS
99002499	ICE MACHINE	\$ 2,130.00	3/7/2002	SPRINGCREST	JUNKED
99008011	PRINTER, LASER	\$ 870.00	2/19/2015	TECHNOLOGY	SURPLUS
99005581	SCANNER, MEDIA	\$ 1,812.14	7/13/2006	TECHNOLOGY	SURPLUS
99006948	SCANNER, TEST SCORING	\$ 759.22	10/16/2009	PINEVIEW	SURPLUS
99007507	SERVER	\$ 2,400.00	6/3/2011	TECHNOLOGY	SURPLUS
99007623	SERVER, ITI	\$ 2,415.00	11/18/2011	TECHNOLOGY	SURPLUS
		\$ 68,388.04			

Requested By:



ETHAN BUTTS
DIRECTOR OF PROPERTY RECORDS

6/28/2022

DATE

APPROVED BY:

SUPERINTENDENT

BOARD CHAIRMAN

JUN 28 2022

SUWANNEE COUNTY SCHOOL BOARD

**PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT**

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Catherine Cason** ("Individual"), (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

- A. **SERVICES**: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.
- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
 - (i) all applicable federal, state, and local laws, rules, and regulations;
 - (ii) all applicable policies of: SCSB;
 - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and
- F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an

independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2022 and ending June 30, 2023, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within thirty (30) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted

or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by

written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
- (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
- (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;

- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SUWANNEE COUNTY SCHOOL BOARD for the SUWANNEE COUNTY SCHOOL BOARD'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: Ted L. Roush, Superintendent
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger Kirk P.A.
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Catherine Cason
P. O. Box 433
Live Oak, FL 32064

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT C which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

24. E-VERIFY. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2022.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor, Chairman

Date

Ted L. Roush, Superintendent of Schools

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

CONTRACTOR

Witness Signature

Catherine Cason

Type or Print Name of Witness

Date

Date _____

EXHIBIT A

Scope of Work

Priority Parent Involvement Tasks

- Participate in the development of the District Parent Involvement Plan and also Parent Involvement Plans in each school
- Participate in the Early Childhood Education Program
- Provide effective resources to our parents
- Provide coordination between homeless and migrant parents as needed
- Coordinate and assist the Information Technology department in the development of the parent involvement website
- Coordination with guidance counselors as needed
- Provide professional development on parent communication as needed

Responsibilities

- Participate in planning and developing programs and services to students and families
- Prepare and maintain records and referrals
- Interpret educational policies, programs, and procedures related to early childhood education and parent involvement
- Assist in early identification of students' school-related problems
- Communicate with the family about available services and how to access them
- Use technology to improve communications with schools, parents, and community agencies
- Collaborate with parents and other staff in the implementation of programs and services for students such as Parent Partnership Project
- Inform faculty and staff how services of parent liaison may be used in planning and evaluating programs for students, procedures for referrals, or assistance at the request of administration
- Serve on committees and councils as assigned or appropriate
- Perform other tasks consistent with the goals and objectives of this position

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER: _____

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Federal Programs

EXHIBIT B

FEE SCHEDULE

The independent contractor will be paid upon receipt of invoices by the District as tasks and responsibilities in Exhibit A are fulfilled. Hourly rate is \$37.22; total contract amount shall be up to \$42,000.

EXHIBIT C

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF HEALTH
AND
THE SUWANNEE COUNTY SCHOOL BOARD**

For the Provision of School Health Services in Suwannee County

THIS AGREEMENT, effective upon the date of execution, by and between the State of Florida, Department of Health, through its Suwannee County Health Department (hereinafter referred to as DOH-SUWANNEE), located at 915 Nobles Ferry Road, Live Oak, Florida 32064 and the Suwannee County School Board, (hereinafter referred to as SCSB), located at 1740 Ohio Avenue South, Live Oak, Florida 32060.

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which DOH-SUWANNEE shall deliver or perform the following services indicated for the SCSB:

- A) Provide basic, full service and comprehensive School Health Services to Suwannee County public schools in accordance with sections 381.0056, 381.0057, 381.0059, and 402.3026, Florida Statutes, Rule 64F-6.001-6.006, Florida Administrative Code., other related Florida Statutes and Florida Administrative Code sections, and in accordance with applicable policies and procedures of the parties.
- B) These health services will be provided in accordance with the 2020-2022 Suwannee County School Health Services Plan as approved by DOH-SUWANNEE and the SCSB and as required under Florida Statutes.

2. **Term.** This Agreement shall begin on July 1, 2022 and shall end on June 30, 2023.

3. **Responsibilities of DOH-SUWANNEE.**

- A) **Delivery of Services.** The DOH-SUWANNEE shall deliver the services required under this Agreement on the dates and at the times and places as specified herein:

1. Provide onsite school health services at designated school sites during school hours for the assigned school year for Suwannee County public schools in accordance with the school hours of each school and the school calendar year. This does not include school health services for any after school programs, hours outside of the regular school day, during field trips or athletic events.
2. Provide programmatic and professional management for school health services.
3. In Collaboration with the SCSB School Health Coordinator will complete the Florida School Health Services Annual Report and Biennial School Health Plan and assure review and signatures of appropriate parties.
4. In collaboration with the SCSB School Health Coordinator will participate in School Health Advisory Committee (SHAC) meetings.
5. Provide training for non-school health staff in the administration of medication and provision of medical services as per section 1006.062, Florida Statutes at Branford High School. The school principal will be responsible for notifying the DOH-

SUWANNEE School Health Coordinator of the names of at least two school staff members designated to administer medications.

6. Deliver basic, full service, and comprehensive school health services at Suwannee County schools in accordance with Suwannee School Health Services Plan 2020-2022 and Suwannee School Health Services Plan 2022-2024.
7. Assist with and perform student health screenings as per section 381.0056, Florida Statutes, and Rule 64F-6.003, Florida Administrative Code. This includes documentation, referral and follow up on all screening failures.
8. DOH-SUWANNEE school health staff will not be able to participate in field trips in their capacity as the School Nurse. Leave time must be taken to attend field trips with family members.
9. DOH-SUWANNEE school health staff cannot be assigned to care for one specific student to provide continuous care throughout the school day.

B) **Staff and Personnel.** The DOH-SUWANNEE shall make available the following personnel and/or other resources to provide the services required under this Agreement:

1. Provide a part-time Registered Nurse (RN) to serve as the School Health Coordinator, as a resource to school clinic personnel. The School Health Coordinator will be an employee of DOH-SUWANNEE.
2. Provide a full-time Registered Nurse (RN) to staff the nursing office in Branford High School. This Registered Nurse will be an employee of DOH-SUWANNEE.
3. Provide a Licensed Practical Nurse (LPN) or Health Support Aid in either a Career Service or Other Personnel Services position at designated school under control of DOH-SUWANNEE. Recruitment of these positions is the responsibility of the DOH-SUWANNEE Senior Community Health Nursing Director. Vacant positions will be advertised through DOH-SUWANNEE human resources office.
4. In collaboration with the SCSB School Health Coordinator will provide oversight of the school health program and delivery of school health services as outlined in the School Health Services Plan and in accordance with Florida Statutes.
5. Complete level 2 background screening of all potential LPNs and Health Support Aides and background screening and drug screening of all potential RNs as required by sections 381.0059, and Chapter 435, Florida Statutes.
6. Assure that all nurses work within the scope of their practice and in accordance with the Florida Nurse Practice Act and be licensed as an RN/LPN in accordance with Chapter 464, Florida Statutes.
7. Assure that DOH-SUWANNEE school health staff is knowledgeable of competencies and performance evaluation tools.
8. Assure that DOH-SUWANNEE school health staff is knowledgeable of Florida Statutes related to student health and welfare.
9. Assure that DOH-SUWANNEE school health staff follow all SCSB District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state governing school and health records.

C) **Finances.** DOH-SUWANNEE shall be responsible for the funding of salaries, fringe benefits, and in-kind expenses for DOH-SUWANNEE school health staff included in this Agreement, pending appropriation by the state legislature.

- D) **Supervision and Evaluation.** DOH-SUWANNEE shall be responsible for the supervision of all DOH-SUWANNEE personnel assigned to provide services under this Agreement. Additionally, DOH-SUWANNEE shall be responsible for monitoring the quality of services to insure the highest standard of care is being provided.
- E) **Confidentiality.** DOH-SUWANNEE shall only be entitled to receive records and information from the SCSB that can be lawfully made available to DOH-SUWANNEE, and in such event DOH-SUWANNEE shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of student records and other information which may be available through the SCSB which is necessary for DOH-SUWANNEE to deliver the services required hereunder.
- F) **Retention and Storage of Records.** In accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), SCSB shall hold title to Student Health Records maintained by DOH-SUWANNEE employees under the terms of this Agreement and such Student Health Records shall be subject to state, federal and local regulations concerning confidentiality. The retention and storage of Student Health Records shall be the responsibility of the SCSB. Pursuant to 34 C.F.R. 99.31(a)(1)(i)(B)(1), SCSB shall disclose Student Health Records to DOH-SUWANNEE for the sole purpose of performance under this Agreement. The school principal shall monitor and shall be responsible for access to the Student Health Records by school personnel.
- G) **Official Representative.** DOH-SUWANNEE shall be responsible for providing an official representative and contact person to conduct all communications with the SCSB and to be responsible for the ongoing administration of this agreement. DOH-SUWANNEE hereby designates the Senior Community Health Nursing Director as the official representative for the purposes of administering this agreement with the SCSB. The Senior Community Health Nursing Director will provide administrative oversight of DOH-SUWANNEE nurses funded to the School Health Program.
4. **Responsibilities of the SCSB.**
- A) **Confidentiality.** The SCSB shall be responsible for insuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of students and shall assure that DOH-SUWANNEE staff has access to records and other information that is pertinent to the health management of the students.
- B) **Monitoring and Evaluation.** The SCSB and/or its designee under this Agreement shall participate with the DOH-SUWANNEE to monitor the delivery of services under this Agreement and further to coordinate any service or program evaluation that may be necessary during or at the conclusion of the term of this Agreement.
- C) **Program Support.** The SCSB and/or designee under this Agreement shall make available to the DOH-SUWANNEE, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist DOH-SUWANNEE in the quality delivery of services:

1. Assure available and adequate physical facilities and equipment for school health services at each school as defined in State Requirements for Educational Facilities.
2. Provide a list of Branford High School staff that is certified to provide first aid and CPR, no later than 30 calendar days from the start of the school year to the DOH-SUWANNEE Senior Community Health Nursing Director.
3. Designate at least two Branford High School staff members to be trained in the administration of medication and provision of medical services as per section 1006.062, Florida Statutes.
4. Assure appropriately trained staff is available to provide services in the clinics at all times. Assure the provision of substitutes due to absences of DOH-SUWANNEE school health staff.
5. Understands that all DOH-SUWANNEE school health staff must attend periodic trainings and meetings as organized by DOH-SUWANNEE and SCSB as it pertains to school health information.
6. Understand that DOH-SUWANNEE school health staff may be required at times to operate or staff a special needs shelter but that the DOH-SUWANNEE will continue to provide as many staff as feasible to provide school health services.

D) **Official Representative.** The SCSB shall be responsible for providing an official representative and contact person to conduct all communications with DOH-SUWANNEE and to be responsible for the ongoing administration of this Agreement.

5. **Modification.** This Agreement represents the full understanding of the parties and supersedes all previous communications on the subject, either written or oral, between the parties. Any modifications or waivers shall only be valid upon written mutual consent of the parties hereto.
6. **Disputes.** In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the SCSB hereby authorizes its Superintendent of Schools to work with DOH-SUWANNEE to resolve any such disputes. DOH-SUWANNEE hereby authorizes its County Health Department Administrator to serve as its representative. In the event that the Superintendent of Schools and the County Health Department Administrator are unable to resolve the dispute, the matter shall be referred back to the SCSB for final resolution. The venue for disputes shall be Suwannee County.
7. **Termination Because of Lack of Funds.** In the event funds to finance this Agreement become unavailable, the SCSB or DOH-SUWANNEE may terminate the Agreement upon no less than twenty-four (24) hours' written notice to either party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each entity shall be the final authority as to the availability and adequacy of funds for this Agreement. Any state, county or school district agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other agreement or from any other source are not eligible for reimbursement under this Agreement.

8. **Business Associate Agreement.** DOH-SUWANNEE is of the opinion that the SCSB is a covered entity under the Health Insurance Portability and Accountability Act (hereinafter referred to as HIPAA). Under this Agreement, DOH-SUWANNEE may use or disclose protected health information (hereinafter referred to as PHI). Therefore DOH-SUWANNEE agrees:

1. To keep PHI (as defined in HIPAA) confidential.
2. To maintain security measures with the PHI that DOH-SUWANNEE creates, receives, maintains or sends on behalf of the School Board.
3. To promptly report to the SCSB any unauthorized access, destruction, disclosure, modification, or use of the SCSB's PHI.
4. To promise to disclose PHI to the patient if the type of information DOH-SUWANNEE has can be requested under HIPAA.
5. To keep track of PHI that is disclosed, unless it is disclosed for treatment, payment or health care operations, or to the patient. DOH-SUWANNEE's disclosure records will include the disclosure date, name and address of anyone who received the information, a description of the information given, and why that information was given out.
6. To agree to open its disclosure records to federal regulators to check HIPAA compliance.
7. To promise to disclose PHI only to the extent needed to complete work for the SCSB, because disclosure is required by law or DOH-SUWANNEE can reasonably believe that the person receiving the PHI will protect it and report any confidentiality breach.
8. To promise if the Agreement with the SCSB ends, any PHI will be immediately returned or destroyed. If that is not possible, DOH-SUWANNEE agrees to keep protecting the information although its work for the SCSB is terminated.
9. With respect to Electronic Protected Health Information, no later than the compliance date for the Security Standards and at all times hereafter, DOH-SUWANNEE shall:
 - a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that DOH-SUWANNEE creates, receives, maintains, or transmits on behalf of SCSB as required by the Security Standards;
 - b) Ensure that any agent, including a subcontractor, to whom DOH-SUWANNEE provides such information, agrees to implement reasonable and appropriate safeguards to protect it;
 - c) Report to SCSB any security incident of which it becomes aware;
 - d) Terms used in this Agreement shall have the same meaning as those terms used in the Security Standards, currently defined, in relevant part, as follows:

"Electronic Protected Health Information" means Protected Health Information that is transmitted or maintained in Electronic Media.

"Electronic Media" means (1) electronic storage media including large memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of

voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before transmission.

“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

9. **Indemnification.** Each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with section 768.28, Florida Statutes. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.

10. **Termination.** This Agreement may be terminated by either party with or without cause upon thirty (30) days’ written notice by registered mail, specifying the effective date of such termination.

11. **Public Entity Crime.** Pursuant to section 287.133, Florida Statutes, when a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. **Drug Free Workplace.** It is the policy of the Department of Health and the Suwannee County Health Department to promote the goal of drug-free workplaces in accordance with section 112.0455, Florida Statutes, the Drug-Free Workplace Act. The Department’s Drug Free Workplace policy supplements section 112.0455, Florida Statutes, the Drug-Free Workplace Act, and applicable federal regulations for required compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. §81 et seq.).

THIS AGREEMENT entered into and made effective as of the date of execution.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

State of Florida
Department of Health

Suwannee County School Board

Signed by: _____

Signed by: _____

Name: Kerry S. Waldron, MPA
Administrator
DOH-Suwannee

Name: Jerry Taylor
Chairperson
School Board of Suwannee County

Date: _____

Date: _____

Ted Roush, Superintendent
School Board of Suwannee County

Date: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**CONTRACT FOR SERVICES
Suwannee County School District
and
Allied Instructional Services**

THIS AGREEMENT is made and entered into on 06/28/2022, by and between Allied Instructional Services, LLC, a Virginia company with an address at P.O. Box 2214, Ashland, VA 23005 ("AIS"), and Suwannee County School District, with an address at 1740 Ohio Avenue, South, Live Oak, FL, 32064 ("District").

1. **Integration:** This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral. If any provision of the contract documents conflicts with another provision, this agreement shall govern.
2. **Initial Term:** This contract shall be effective on July 1, 2022, and shall continue in full force until June 30, 2023,.
3. **Services to be Provided:** District hereby engages AIS for the provision of the services described in this agreement and AIS agrees to cause said services to be provided for District. AIS acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by similar businesses and further represents that in the performance of the services herein set forth it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by AIS under similar conditions and like circumstances and shall perform such duties without neglect. Any equipment, supplies, or materials used in the performance of this contract shall be provided by District except as otherwise agreed by the parties.

AIS offers the following services ("Services"):

Service Name	Service Provider Description
Vision Services	Certified Teacher endorsed in Blindness and Visual Impairments
Orientation and Mobility Instruction	Professionally Trained Orientation and Mobility Instructor, who holds or is qualified to sit for NOMC or COMS certification
Deaf and Hard of Hearing Services	Certified Teacher endorsed in Deaf and Hard of Hearing knowledgeable in ASL and cochlear implants
Physical Therapist	Licensed Physical Therapist
Occupational Therapist	Licensed Occupational Therapist
Assistive Technology Assessment and Consulting	Certified itinerant teacher or licensed therapist and/or with a certificate in Assistive Technology
Evaluations	Certified itinerant teacher, licensed therapist, and/or certified evaluator
Vision Specific Technology Assessments	CATIS Certified

Speech and Language Pathologist	Licensed by the Board of Audiology and Speech Language Pathology; Certified ASHA
Braille Transcription	Material adaptation by certified Braille Transcriptionist

4. Scope of Services:

The services will include:

- Direct or consultative services as governed by student's Individualized Education Programs (I.E.P.s.)
- Assessing students using appropriate instrument of educational measurement
- Ensuring appropriate materials, technology, and equipment are obtained to meet educational needs of each student.
- Obtaining needed resources that will help to meet the educational needs for each student.
- Maintaining up to date and accurate documentation of educational progress on each student
- Writing, revising, and updating I.E.P.s in accordance with District policies and procedures but not to act as sole case manager for any student (local school District to appoint in-school case manager)
- Making efforts to attend I.E.P. and/or eligibility meetings upon request.
- Conferring with parents/guardians, medical personnel, teachers, and other school personnel as necessary
- Adhering to pertinent laws, regulations, and policies as they relate to the assignment.

AIS will provide contractors to provide services at school's premise(s) under District's supervision. AIS retains the sole right to select contractors to provide services, but AIS agrees all contractors providing services shall be pre-approved by District for the assigned services. AIS recognizes that contractors who are assigned to provide services may have access to certain information of District and students which may be proprietary and confidential. AIS will require each of the personnel to treat this information as confidential and agree not to disclose it to any third person in accordance with applicable law.

School District will allow reasonable time for completion of work outside of IEP service delivery time.

- 5. Payments:** AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the above service/s provided will be that of \$68.00 an hour portal to portal, to include in-district, virtual or a hybrid of the two. The fee for work completed for remote office hours as necessary for the implementation of services (report writing, materials preparation, etc.) and braille transcription will be that of \$55.00 an hour. Notice of need to cancel, i.e., student illness/absentee, must be made at least 3 hours in advance of scheduled service or regular daily charge will apply.

District shall pay AIS within thirty (30) days of receipt of invoice from AIS. If any fees due hereunder are not paid when due, interest shall accrue on the amount not paid when due at rate of one and one-half percent (1 ½ %) per month until paid.

6. **Discounts:** AIS agrees to waive portal charges when an individual service provider is contracted to District for 35 or more hours of work within the school District in one week.
7. **Fees:** District agrees to reimburse AIS for canes issued to student(s) by AIS when necessary for instructional purposes at a rate of \$45.00 per cane.
8. **Replacement Fee:** Should District opt to offer employment to, hire directly or indirectly or otherwise contract with (1) the contracted individual service provider (2) any other potential contractor contacted by AIS and identified to the client, or (3) previous individual service provider with AIS that worked with AIS in the last 12 months, District agrees to pay AIS an additional amount equal to twenty percent (20%) of the first year salary (excluding bonus, vacation, health and employee welfare benefits) to be paid by District to such hired individual service provider.
9. **Cooperative Purchasing:** To the extent permitted under the Virginia Public Procurement Act, the terms and conditions of this agreement may be extended to any other school District or other entity to permit those other entities to contract with AIS for the goods or services set forth in this agreement, subject to the mutual agreement of AIS and the other entity, which may include different payment terms.
10. **Intellectual Property:** Except as provided herein, all rights and ownership of Services Related Intellectual Property and tangible materials produced under or as a result of this contract are the property of the AIS. AIS reserves all rights, including without limitations, the copyright of tangible materials produced and/or provided in connection with the provision of services under this contract. "Services Related Intellectual Property" means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which AIS conceives, develops, or makes in connection with providing services under this agreement, but does not include any Preexisting Intellectual Property and any property owned by District and provided by District to AIS or its contractors for performance of services, title to which shall remain in District and which shall be used only in the performance of this agreement unless otherwise authorized in writing by District. "Preexisting Intellectual Property" means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which District has conceived, developed, or made prior to the date of this agreement or otherwise not produced in connection with services to be provided under this agreement.

This agreement is for use by the District only and may not be duplicated, distributed, or verbally communicated without the written permission of AIS.

11. **Termination:** Each party has the right to terminate this agreement if the other party is in default of agreement hereunder which default is incapable of cure or which, being capable of cure, has not been cured within fifteen (15) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). Either party may terminate this agreement upon thirty (30) days' written notice to the other party or upon mutual agreement by both parties. Upon termination of

this agreement for any reason, District shall pay all amounts due for the services and hours worked under the agreement.

- 12. Indemnification:** District shall be liable for any claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action incurred by AIS or any of its contractors or agents resulting from any wrongful, negligent, or tortious act of District or any of its employees, agents, representatives or students, or any breach of this agreement by District only to the extent allowable by Florida law, as District does not waive its sovereign immunity. AIS agrees to indemnify, hold harmless and defend District, its officers, agents, and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action resulting from any breach of this agreement by AIS and any negligence or intentional misconduct by AIS for which the District, its agents, servants, or employees are alleged to be liable.

The parties acknowledge that AIS' total liability under this agreement shall not exceed the total payments made to it by the District. This paragraph represents the entire agreement between the parties regarding indemnification and supersedes / replaces any other references to indemnification in contract documents.

- 13. Assignment:** District shall not assign or transfer any interest in this agreement without the prior written consent of AIS, which consent shall not be unreasonably withheld, delayed, or conditioned. AIS may subcontract for the provision of services under this agreement and may assign this agreement in connection with any merger, sale, or transfer of all or substantially all of the assets or stock of AIS. No modification of this agreement shall be binding upon the parties hereto, unless consented to in writing, and signed by both parties.
- 14. Notices:** Any notice required to be given to a party hereunder shall be deemed given on the third (3rd) business day following the mailing of any such notice, postage paid, to the address set out herein for such party.
- 15. No Authority to Bind District:** AIS has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create a partnership between the parties.
- 16. General:** No amendment, change, modification, or waiver of any term of this agreement shall be valid unless it is in writing and signed by both the District and AIS. This agreement shall be binding upon the successors and permitted assigns of the District and AIS. This agreement shall be construed according to the laws of Florida, exclusive of its conflicts of law provisions. Any dispute, claim or action under this agreement shall be brought exclusively in the appropriate state or federal court located in or for Suwannee County, Florida, and the parties irrevocably consent to the personal jurisdiction of such courts for resolution of any such dispute, action, or claim. All provisions of this agreement shall be considered severable and each enforceable provision shall remain in effect and binding upon the parties hereto regardless of any finding by any judicial, administrative, or legislative body that other provisions of this agreement are invalid or unenforceable. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. Confidentiality: Allied Instructional Services ("AIS") and its agents and employees will keep all information related to the School Board's students confidential and will not disclose such information to third parties for any purpose without the prior written approval of the School Board. AIS will return all copies of such student confidential information to the School Board upon termination of this Agreement.

18. Staffing for Services: AIS will recruit, hire, and provide contractors to provide services at schools' premise(s) under District's supervision. AIS retains the sole right to select contractors to provide services, but AIS agrees all contractors providing services shall be pre-approved by District for the assigned services. AIS acknowledges the District's request that, for HIPPA compliance and security reasons and to promote continuity of communication and services, AIS minimize the number of individual contractors provided to meet the needs of the District.

19. Personnel

- a. All of the Services herein shall be performed by AIS or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized, or permitted under applicable state and local law to perform such Services.
- b. Jessica Lunsford Act (Background Check).
 1. AIS shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S.
 2. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with District policy, all of AIS' personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and District. This background screening will be conducted by District in advance of AIS or its personnel providing any Services under the conditions described in the previous sentence.
 3. AIS shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to AIS and its personnel.
 4. The Parties agree that the failure of AIS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the District to terminate immediately with no further responsibilities or duties to perform under this Agreement. AIS agrees to indemnify and hold harmless the School District, its officers, and employees from any liability in the form of physical or mental injury, death, or property damage resulting from AIS' failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.

20. FERPA: To the extent Services provided hereunder pertain to the access to student information, AIS shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, AIS, and its officers, employees, agents, and representatives, shall fully indemnify and hold the District harmless for any violation of this provision including, but not limited to, defending the District and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the District, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the District arising out of the breach of this provision by AIS, its officers, employees, agents, or representatives, to the extent that the AIS, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon AIS. A separate Non-Disclosure Agreement may be required.

21. Public Records

- a. IF AIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DEPRATTER, CPA, CHIEF FINANCIAL OFFICER AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.,**
- b. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. AIS acknowledges its legal obligation to comply with Section 119.0701, F.S. AIS shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by the District in order to perform the scope of services. AIS shall comply with all requirements for retaining public records and shall transfer, at no cost to the District, all public records in the possession of AIS upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.
- c. A request to inspect or copy public records relating to the District's contract for services must be made directly to the District's Custodian of Public Records. If the District does not possess the requested records, the District's Custodian of Public Records shall immediately notify AIS of the request. AIS must provide a copy of the records to the District or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. If AIS does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

- d. Should AIS fail to provide the requested public records to the District within a reasonable time, AIS understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.
- e. AIS shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if AIS does not transfer the records to the District. Upon completion, expiration, or termination of this Agreement, AIS shall transfer, at no cost to the District, all public records in its possession or keep and maintain public records required by the District to perform the services. If AIS transfers all public records to the District, AIS shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If AIS keeps and maintains public records upon completion, expiration, or termination of this Agreement, AIS shall meet all applicable requirements for retaining public records and provide requested records to the District pursuant to the requirements of this Article. All public records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

22. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021**, during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

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Signatures: In agreement with the terms and condition of this agreement, we have affixed our signatures as indicated below. This agreement shall be considered by both parties as legal and binding.

AIS

Mary Hall, Vice President of Operations Date
Allied Instructional Services, LLC

Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064

Administrator Signature Date

Chairperson, Suwannee County School Board

Ted L. Roush, Superintendent of Schools
Administrator's Name/Title

Allied Instructional Services, LLC
PO Box 2214
Ashland, VA 23005
Phone: 804-368-8475
Fax: 804-368-8467

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

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SCSB 2022-11 (NEW) 2023-13 (REVISED/RENEWAL)

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CONTRACT FOR SERVICES
Suwannee County School District
and
Allied Instructional Services

THIS AGREEMENT is made and entered into on 6/22/2021~~06/28/2022~~, by and between Allied Instructional Services, LLC, a Virginia company with an address at P.O. Box 2214, Ashland, VA 23005 ("AIS"), and Suwannee County School District, with an address at 1740 Ohio Avenue, South, Live Oak, FL, 32064 ("District").

1. **Integration:** This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral. If any provision of the contract documents conflicts with another provision, this agreement shall govern.
2. **Initial Term:** This contract shall be effective on July 1, 2021~~2022~~, and shall continue in full force until June 30, 2022~~2023~~, ~~unless otherwise noted below, by checking the box to the left of the "Renewal Term."~~

~~Renewal Term: (optional: check if desired) This agreement shall automatically renew for successive one-year terms. Any renewal of this agreement shall be on terms and conditions as set forth in the contract documents except as mutually agreed otherwise by the parties.~~

3. **Services to be Provided:** District hereby engages AIS for the provision of the services described in this agreement and AIS agrees to cause said services to be provided for District. AIS acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by similar businesses and further represents that in the performance of the services herein set forth it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by AIS under similar conditions and like circumstances and shall perform such duties without neglect. Any equipment, supplies, or materials used in the performance of this contract shall be provided by District except as otherwise agreed by the parties.

AIS offers the following services ("Services"):

Service Name	Service Provider Description
Vision Services	Certified Teacher endorsed in Blindness and Visual Impairments
Orientation and Mobility Instruction	Professionally Trained Orientation and Mobility Instructor, who holds or is qualified to sit for NOMC or COMS certification
Deaf and Hard of Hearing Services	Certified Teacher endorsed in Deaf and Hard of Hearing knowledgeable in ASL and cochlear implants
Physical Therapist	Licensed Physical Therapist
Occupational Therapist	Licensed Occupational Therapist

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Assistive Technology Assessment and Consulting	Certified itinerant teacher or licensed therapist and/or with a certificate in Assistive Technology
Sign Language Interpreter	Certified Interpreter that meets state regulations (Call for pricing)
Evaluations	Certified itinerant teacher, licensed therapist, and/or certified evaluator
Audiology/Vision Specific Technology Assessments	Licensed Audiologist/CATIS Certified
Speech and Language Pathologist	Licensed by the Board of Audiology and Speech Language Pathology; Certified ASHA
Braille Transcription	Material adaptation by certified Braille Transcriptionist
School Psychology	Licensed School Psychologist

4. Scope of Services:

The services will include:

- Direct or consultative services as governed by student's Individualized Education Programs (I.E.P.s.)
- Assessing students using appropriate instrument of educational measurement
- Ensuring appropriate materials, technology, and equipment are obtained to meet educational needs of each student.
- Obtaining needed resources that will help to meet the educational needs for each student.
- Maintaining up to date and accurate documentation of educational progress on each student
- Writing, revising, and updating I.E.P.s in accordance with District policies and procedures but not to act as sole case manager for any student (local school District to appoint in-school case manager)
- Making efforts to attend I.E.P. and/or eligibility meetings upon request.
- Conferring with parents/guardians, medical personnel, teachers, and other school personnel as necessary
- Adhering to pertinent laws, regulations, and policies as they relate to the assignment.

AIS will provide contractors to provide services at school's premise(s) under District's supervision. AIS retains the sole right to select contractors to provide services, but AIS agrees all contractors providing services shall be pre-approved by District for the assigned services. AIS recognizes that contractors who are assigned to provide services may have access to certain information of District and students which may be proprietary and confidential. AIS will require each of the personnel to treat this information as confidential and agree not to disclose it to any third person in accordance with applicable law.

School District will allow reasonable time for completion of work outside of IEP service delivery time.

~~AIS providers will complete paperwork necessary for the District to submit for Medicaid reimbursement. AIS is not enrolled as a LEA Medicaid provider so claims for reimbursement must be submitted by the District. District must communicate Medicaid~~

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~~documentation requirements in a clear and timely manner to the AIS service provider providing the services to the student.~~

5. **Payments:** AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the above service/s provided, ~~except for sign language interpreting services,~~ will be that of \$68.00 an hour portal to portal, to include in-district, virtual or a hybrid of the two. The fee for work completed for remote office hours as necessary for the implementation of services (report writing, materials preparation, etc.) and braille transcription will be that of \$55.00 an hour. Notice of need to cancel, i.e., student illness/absentee, must be made at least 3 hours in advance of scheduled service or regular daily charge will apply.

District shall pay AIS within thirty (30) days of receipt of invoice from AIS. If any fees due hereunder are not paid when due, interest shall accrue on the amount not paid when due at rate of one and one-half percent (1 ½ %) per month until paid.
6. **Discounts:** AIS agrees to waive portal charges when an individual service provider is contracted to District for 35 or more hours of work within the school District in one week.
7. **Fees:** District agrees to reimburse AIS for canes issued to student(s) by AIS when necessary for instructional purposes at a rate of \$45.00 per cane.
8. **Replacement Fee:** Should District opt to offer employment to, hire directly or indirectly or otherwise contract with (1) the contracted individual service provider (2) any other potential contractor contacted by AIS and identified to the client, or (3) previous individual service provider with AIS that worked with AIS in the last 12 months, District agrees to pay AIS an additional amount equal to twenty percent (20%) of the first year salary (excluding bonus, vacation, health and employee welfare benefits) to be paid by District to such hired individual service provider.
9. **Cooperative Purchasing:** To the extent permitted under the Virginia Public Procurement Act, the terms and conditions of this agreement may be extended to any other school District or other entity to permit those other entities to contract with AIS for the goods or services set forth in this agreement, subject to the mutual agreement of AIS and the other entity, which may include different payment terms.
10. **Intellectual Property:** Except as provided herein, all rights and ownership of Services Related Intellectual Property and tangible materials produced under or as a result of this contract are the property of the AIS. AIS reserves all rights, including without limitations, the copyright of tangible materials produced and/or provided in connection with the provision of services under this contract. "Services Related Intellectual Property" means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which AIS conceives, develops, or makes in connection with providing services under this agreement, but does not include any Preexisting Intellectual Property and any property owned by District and provided by District to AIS or its contractors for performance of services, title to which shall remain in District and which shall be used only in the performance of this agreement unless otherwise authorized in writing by District. "Preexisting Intellectual

Property” means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which District has conceived, developed, or made prior to the date of this agreement or otherwise not produced in connection with services to be provided under this agreement.

This agreement is for use by the District only and may not be duplicated, distributed, or verbally communicated without the written permission of AIS.

11. Termination: Each party has the right to terminate this agreement if the other party is in default of agreement hereunder which default is incapable of cure or which, being capable of cure, has not been cured within fifteen (15) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). Either party may terminate this agreement upon thirty (30) days' written notice to the other party or upon mutual agreement by both parties. Upon termination of this agreement for any reason, District shall pay all amounts due for the services and hours worked under the agreement.

12. Indemnification: District shall be liable for any claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action incurred by AIS or any of its contractors or agents resulting from any wrongful, negligent, or tortious act of District or any of its employees, agents, representatives or students, or any breach of this agreement by District only to the extent allowable by Florida law, as District does not waive its sovereign immunity. AIS agrees to indemnify, hold harmless and defend District, its officers, agents, and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action resulting from any breach of this agreement by AIS and any negligence or intentional misconduct by AIS for which the District, its agents, servants, or employees are alleged to be liable.

The parties acknowledge that AIS' total liability under this agreement shall not exceed the total payments made to it by the District. This paragraph represents the entire agreement between the parties regarding indemnification and supersedes / replaces any other references to indemnification in contract documents.

13. Assignment: District shall not assign or transfer any interest in this agreement without the prior written consent of AIS, which consent shall not be unreasonably withheld, delayed, or conditioned. AIS may subcontract for the provision of services under this agreement and may assign this agreement in connection with any merger, sale, or transfer of all or substantially all of the assets or stock of AIS. No modification of this agreement shall be binding upon the parties hereto, unless consented to in writing, and signed by both parties.

14. Notices: Any notice required to be given to a party hereunder shall be deemed given on the third (3rd) business day following the mailing of any such notice, postage paid, to the address set out herein for such party.

15. No Authority to Bind District: AIS has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create a partnership between the parties.

16. General: No amendment, change, modification, or waiver of any term of this agreement shall be valid unless it is in writing and signed by both the District and AIS. This agreement shall be binding upon the successors and permitted assigns of the District and AIS. This agreement shall be construed according to the laws of Florida, exclusive of its conflicts of law provisions. Any dispute, claim or action under this agreement shall be brought exclusively in the appropriate state or federal court located in or for Suwannee County, Florida, and the parties irrevocably consent to the personal jurisdiction of such courts for resolution of any such dispute, action, or claim. All provisions of this agreement shall be considered severable and each enforceable provision shall remain in effect and binding upon the parties hereto regardless of any finding by any judicial, administrative, or legislative body that other provisions of this agreement are invalid or unenforceable. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. Confidentiality: Allied Instructional Services ("AIS") and its agents and employees will keep all information related to the School Board's students confidential and will not disclose such information to third parties for any purpose without the prior written approval of the School Board. AIS will return all copies of such student confidential information to the School Board upon termination of this Agreement.

18. Staffing for Services: AIS will recruit, hire, and provide contractors to provide services at schools' premise(s) under District's supervision. AIS retains the sole right to select contractors to provide services, but AIS agrees all contractors providing services shall be pre-approved by District for the assigned services. AIS acknowledges the District's request that, for HIPPA compliance and security reasons and to promote continuity of communication and services, AIS minimize the number of individual contractors provided to meet the needs of the District.

19. Personnel

a. All of the Services herein shall be performed by AIS or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized, or permitted under applicable state and local law to perform such Services.

b. Jessica Lunsford Act (Background Check).

1. AIS shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S.
2. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with District policy, all of AIS' personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and District. This background screening will be conducted by District in advance of AIS or its personnel providing any Services under the conditions described in the previous sentence.

3. AIS shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to AIS and its personnel.
 4. The Parties agree that the failure of AIS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the District to terminate immediately with no further responsibilities or duties to perform under this Agreement. AIS agrees to indemnify and hold harmless the School District, its officers, and employees from any liability in the form of physical or mental injury, death, or property damage resulting from AIS' failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.
- 20. FERPA:** To the extent Services provided hereunder pertain to the access to student information, AIS shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, AIS, and its officers, employees, agents, and representatives, shall fully indemnify and hold the District harmless for any violation of this provision including, but not limited to, defending the District and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the District, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the District arising out of the breach of this provision by AIS, its officers, employees, agents, or representatives, to the extent that the AIS, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon AIS. A separate Non-Disclosure Agreement may be required.
- 21. Public Records**
- a. ~~IF AIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DEPRATTER, CPA, CHIEF FINANCIAL OFFICER AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064. TO AIS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BOARD CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.~~
 - b. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. AIS acknowledges its

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legal obligation to comply with Section 119.0701, F.S. AIS shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by the District in order to perform the scope of services. AIS shall comply with all requirements for retaining public records and shall transfer, at no cost to the District, all public records in the possession of AIS upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.

- c. A request to inspect or copy public records relating to the District's contract for services must be made directly to the District's Custodian of Public Records. If the District does not possess the requested records, the District's Custodian of Public Records shall immediately notify AIS of the request. AIS must provide a copy of the records to the District or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. If AIS does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.
- d. Should AIS fail to provide the requested public records to the District within a reasonable time, AIS understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.
- e. AIS shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if AIS does not transfer the records to the District. Upon completion, expiration, or termination of this Agreement, AIS shall transfer, at no cost to the District, all public records in its possession or keep and maintain public records required by the District to perform the services. If AIS transfers all public records to the District, AIS shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If AIS keeps and maintains public records upon completion, expiration, or termination of this Agreement, AIS shall meet all applicable requirements for retaining public records and provide requested records to the District pursuant to the requirements of this Article. All public records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

22. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021**, during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

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- (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

Signatures: In agreement with the terms and condition of this agreement, we have affixed our signatures as indicated below. This agreement shall be considered by both parties as legal and binding.

AIS

Mary Hall, Vice President of Operations Date
Allied Instructional Services, LLC

Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064

Administrator Signature Date

Ted L. Roush, Superintendent of Schools
Administrator's Name/Title

Allied Instructional Services, LLC
PO Box 2214
Ashland, VA 23005
Phone: 804-368-8475
Fax: 804-368-8467

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**ANJANA RANA, MD
BRIJ RANA, MD
413 N.W. 5th AVENUE
JASPER, FLORIDA 32052**

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Dr. Anjana Rana, MD and Dr. Brij Rana, MD, Jasper, FL (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Medical Secretary program for qualified students preparing to be Medical Secretaries; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Medical Secretary students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to provide proof of accident insurance.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Medical Secretary Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the program by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
6. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. Students will meet employment conditions, including criminal background checks and drug testing.
6. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance

about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

- 7 To be responsible for the educational supervision of students in the program.
8. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
- 9 Maintain individual records of classes, student activities, and competencies.
10. Maintain strict confidentiality regarding all patient-centered information.
11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

ANJANA RANA, MD
BRIJ RANA, MD
413 N.W. 5th Avenue
Jasper, Florida 32052

609 SW 5th Street
Live Oak, FL 32064

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**ACV Health Services, LLC
Dowling Park, Florida**

This Agreement begins on July 1, 2022, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Medical Secretary program for qualified students preparing to be Medical Secretaries; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Medical Secretary students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to provide proof of accident insurance.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Medical Secretary Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the program by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
6. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. Students will meet employment conditions, including criminal background checks and drug testing.
6. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance

about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

- 7 To be responsible for the educational supervision of students in the program.
8. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
- 9 Maintain individual records of classes, student activities, and competencies.
10. Maintain strict confidentiality regarding all patient-centered information.
11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ACV Health Center, LLC

Dowling Park, Florida

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**ANJANA RANA, MD
BRIJ RANA, MD**

Jasper, Florida

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Dr. Anjana Rana, MD & Dr. Brij Rana, MD, Jasper, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**ANJANA RANA, MD
BRIJ RANA, MD**

**413 NW 5th Ave
Jasper, Florida 32052**

609 SW 5th Street
Live Oak, FL 32064

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

FAMILY LIFE CARE, INC.

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Family Life Care, Inc. Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

FAMILY LIFE CARE, INC.
609 5th Street SW Suite #6
Live Oak, Florida 32064

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**ANDRES R. VILLAR, MD, PA
d/b/a CHILDREN'S MEDICAL CENTER
Branford, Lake City, and Live Oak, Florida**

This Agreement begins on July 1, 2022, between the Suwannee County School Board (SCSB) and Andres R. Villar, MD, PA, d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SCSB 2023-18 (RENEWAL)

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ANDRES R. VILLAR, MD, PA
d/b/a CHILDREN'S MEDICAL CENTER
Branford, Lake City and Live Oak, Florida

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This **Affiliation Agreement** ("Agreement") is made and entered into as of July 1, 2022 (the "Effective Date") by and between **Suwannee County School Board** ("School") and **Baya Nursing and Rehabilitation, LLC d/b/a Baya Pointe Nursing and Rehabilitation Center** ("Care Center"), for the purpose of providing clinical experience to students enrolled in the School's Practical Nursing, Patient Care Technician and CNA ("Program").

WHEREAS, School is qualified and accredited to offer the Program, has students enrolled in the Program, and desires for its students to obtain clinical experience at the Care Center;

WHEREAS, Care Center is a licensed long term care facility and desires to cooperate with School in the furtherance of the student's education enrolled in the Program by offering such clinical experience.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and conditions and as a cooperative effort in providing the academic benefits of the clinical experience to students enrolled in the Program, the parties agree as follows:

A. Clinical Education

1. The School and Care Center shall develop a clinical instruction plan (the "Plan") that identifies specific clinical objectives of the Program. Such objectives will be conducted under supervision and in accordance with the mutually accepted philosophy and objectives of the parties. The Plan shall include, at a minimum:

- (a) the number of students participating in the clinical experience;
- (b) the required number of contact hours;
- (c) the clinical areas to be used by students at the Care Center;
- (d) the scope of duties at Care Center that fall within the educational component of the Program for which students will academically benefit from;
- (e) establish perimeters to ensure the clinical experience is for the benefit of the students; and
- (f) maximum number of excused absences each student shall have.

2. The educational component of the Program shall be under the supervision of School or a faculty member designated by School. Students shall in all circumstances, follow the directives of Care Center with respect to clinical instruction and/or resident care.

3. Students will receive beneficial educational experience in the areas as specified under the Plan and shall, at all times, be under the supervision of a School appointed faculty member and/or a Care Center clinical instructor during the clinical experience.

4. Students assigned for clinical experience shall have met the standards for safety, health and academic ability as set forth herein and by School and Care Center.

5. Students will not replace staff of Care Center. Students will not give care services to residents apart from that rendered for its educational value as part of the Program and in accordance with the Plan.

6. Students will adhere to the rules and regulations of School and any rules and regulations that may be promulgated by Care Center in connection with providing the clinical experience.

7. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Care Center.

8. Students may not have access to the Care Center for anything other than in accordance with the Plan or the Program, unless permission has been obtained from Care Center and supervision is present.

9. Students must obtain prior written approval of School and Care Center before publishing any material relating to the Program or the clinical experience.

10. Students and any assigned School faculty participating in the clinical experience and bound by the terms and conditions set forth in this Agreement shall be referred to as Program Participants.

B. Responsibilities of School

1. School shall assume full responsibility for offering the Program. School shall have a faculty comprised of qualified instructors and administrators necessary for the provisions of the Program. In collaboration with Care Center, School will plan, conduct, and evaluate all clinical instructions and student evaluations.

2. School shall assign only those students who have satisfactorily completed the required course of study up to the current affiliation period, and who have met the standards of safety, health and academic ability as established by School and/or Care Center.

3. In addition to a current physical examination and reports on file with the School for each student, which records shall include at a minimum, evidence that each student is free from contagious disease and does not otherwise present a health hazard to Care Center residents, employees, volunteers or guests prior to his or her participation in the Program, Mantoux Test or evidence that student is free of symptoms of pulmonary disease, if the skin test is positive a chest x-ray following a positive TB test result; Hepatitis-B Vaccine or signed declination and immunization records; and negative drug screening results. The School shall ensure that all students participating pursuant to this Agreement has personal medical/accident health insurance or has signed a verification of personal responsibility for same.

4. School acknowledges and agrees that as a condition of participation by the students in the clinical experience, Care Center shall require a criminal background check of each student in accordance with any and all applicable state laws. The School shall give proof of criminal background checks conducted within thirty (30) days prior to the student's initial assignment at the Care Center, establishing that such individual has no criminal charges currently pending and has not been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, a felony or a crime involving abuse or moral turpitude.

5. Before the start of each student's rotation, School shall provide to Care Center information relevant to student's clinical affiliation, covering level of training and previous clinical experience.

6. School shall maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning students' participation in the Program.

7. School shall provide specific clinical objectives for students' clinical practice experience and shall work with Care Center to help implement such objectives in the Plan.

8. School and Program Participants shall function within the organizational framework, policies and procedures of Care Center at all times during the term of this Agreement.

9. The School agrees to comply with Section 1150B of the Social Security Act, as established by Section 6703(b)(3) of the Patient Protection and Affordable Care Act, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services issued pursuant to that Title, to the end that, the School agrees to report reasonable suspicions of a crime to the Care Center's Executive Director and self-report the suspicion of a crime to the appropriate governing body and local law enforcement. School will not be retaliated against for reporting suspicion of a crime. The School is solely responsible for advising its Program Participants that their suspicion of a crime is reported to the Executive Director. Reports must be made immediately, but no later than two (2) hours after forming the suspicion, if the event that caused the reasonable suspicion results in serious bodily injury; and in all other cases, no later than 24 hours after forming the suspicion. Serious bodily injury means an injury that involves extreme physical pain, substantial risk of death, protracted loss or impairment of the function of a bodily member, organ, or mental faculty, or an injury requiring medical intervention such as surgery, hospitalization, or physical rehabilitation.

10. School shall require the students to dress in accordance with dress and personal appearance standards approved by School and in accordance with Care Center's standards regarding same. All students shall remain on the Care Center's premises for breaks, including meals. Program Participants shall pay for their own meals at Care Center.

C. Responsibilities of Care Center

1. Care Center will provide the clinical instructions for students enrolled in the Program and planning to participate in the clinical experience so long as its capability and capacity will permit. The parties agree that in order to maintain an environment that provides quality resident care and quality student learning, Care Center shall have the right to determine the number of students available for placement in the clinical experience.

2. Care Center shall provide job shadowing and hands-on resident care opportunities that will allow a student to learn certain functions of a job under the close and constant supervision of Care Center. All resident care will remain the responsibility of the Care Center for the quality of any resident care given by the students of School.

3. Care Center and School acknowledge that Care Center reserves the right to refuse or discontinue admission of any Program Participants who do not meet Care Center's standards for safety, health, and ethical behavior. Care Center may terminate this Agreement immediately upon the occurrence of any of the following events: (i) School or any Program Participant conducting in an unprofessional, unethical or fraudulent manner, and if, in the opinion of Care Center, such conduct is detrimental, in any way, to Care Center's residents or staff, discredits Care Center, or is detrimental to Care Center's reputation, character and standing within the community it serves; (ii) Material breach of this Agreement by School or Program Participant, provided such material breach has not been cured within fifteen (15) days from the date of receipt of a written notice from Care Center, identifying the nature of such breach; (iii) Failure of School to maintain the insurance coverage as required under this Agreement; (iv) Breach by School or Program Participant of the HIPAA/Confidentiality provisions contained herein; and (v) Breach by School of the Federal Health Care Programs provision contained herein.

4. Care Center shall require each Program Participant to sign a Protected Health Information, Confidentiality, and Security Agreement in the form attached hereto as Exhibit A, and each original will be kept in Care Center's records. Program Participant and School shall be entitled to a copy.

D. Mutual Responsibilities

1. The parties agree that each shall comply with the requirements mandated in Section 1910.1030 of Title 29 of the Code of Federal Regulations, as the same may be amended from time to time, with regards to potentially infectious materials or Bloodborne Pathogen (hereinafter referred to as the "Statute"). School shall provide information, including but not limited to, training and information related to required personal protective equipment, Hepatitis B and Hepatitis B vaccination information, and forms for Program Participants to sign indicating that each has received the information and is either providing proof that he/she has received the Hepatitis B vaccination series, or signs the form declining the vaccination at the time of signature on the form. School shall provide Care Center with proof of its compliance with the Statute in a form acceptable to Care Center. School shall also provide post-exposure evaluation and follow-up in the event there is an Occupational Exposure, as that term is defined in the Statute. Care Center shall be in compliance with the requirements mandated in the Statute and shall provide a work environment, personal protective equipment that protects Program Participants from the hazards contemplated by the Statute, and on-site training as may be applicable under the Statute. The parties may agree, apart from this Agreement, to each assume responsibility for certain of the requirements imposed by the Statute. Such agreement shall be in writing, signed and acknowledged by the parties to be so bound.

2. To the extent permitted by applicable law and without waiving any defenses, including the defense of sovereign immunity, School shall indemnify and hold harmless Care Center and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Care Center shall indemnify School against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Care Center's performance of duties hereunder.

E. Term and Termination

1. Term. This Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year, with automatic renewal for successive one (1) year term(s), unless earlier terminated or cancelled in accordance with the termination provisions provided herein below.

2. Termination. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all Program Participants currently enrolled in the Program at Care Center at the time of notice of termination shall be given the opportunity to complete their clinical experience at Care Center which shall not exceed six (6) months. If any termination is a result of a breach in accordance with Section C(3)(i) through C(3)(v), such breach may be cause for immediate termination of the Agreement without continued participation.

F. Representations, Warranties and Covenants

The parties represent, warrant and covenant to the other as follows:

1. Organization and Authority. Each is a duly organized entity, validly existing and in good standing under the laws of its state of organization and has all requisite power and authority to conduct its business as presently conducted. This Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms.

2. Qualifications. Each of the parties, their respective employees, agents, staff or faculty, providing services under this Agreement, possess and at all times during the term of this Agreement current and valid approvals, authorizations, licenses, permits and certifications required by applicable federal and state laws, and local rules and regulations, to perform under this Agreement.

3. Health Care Program Compliance. School represents and warrants to Care Center that the School and its Program Participants participating hereunder: (i) are not currently or at any time during the term of this Agreement will be excluded, debarred, or otherwise ineligible to participate in any federally funded health care program, including Medicare and Medicaid or any state healthcare programs. School agrees to immediately notify the Care Center, in writing, in the event of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. School shall perform periodic run searches against OIG's List of Excluded Individuals and Entities (not less than twice a year) to ensure continued compliance. School agrees that it will reimburse to Care Center an amount equal to any loss (e.g., fine or mandatory reimbursement) incurred by Care Center as a result of the exclusion of School or any of its Program Participants that participated during the term of this Agreement. Should any evidence reveal that School or any of its Program Participants participating, at any time during the term of this Agreement, become excluded or debarred from participation, Care Center may, in its sole discretion, terminate this Agreement immediately as of the date of such exclusion or debarment.

G. Confidential Information

1. Each of the parties herein acknowledge that it, or its employees, agents, staff, faculty or students, may acquire certain information under and in the performance of this Agreement that are proprietary and confidential to Care Center (the "Confidential Information"). Such Confidential Information includes, but is not limited to, the terms, purpose, and subject matter of this Agreement, the performance by the parties hereunder, and any information regarding the Care Center's residents' personal, financial, or medical information of any kind obtained or exposed to during the clinical experience. School and Care Center each agree that it will not disclose and that it will use reasonable efforts, to prevent disclosure by any other person of any Confidential Information, except in accordance with this Agreement or as may be required by law, or upon the prior written consent of Care Center. The parties agree that damages may not be an adequate remedy in the case of a disclosure, and that the non-disclosing party may seek injunctive relief, in addition to any other legal or equitable remedies or damages, to prevent the disclosure of Confidential Information by the other party.

2. In no event shall the residents' records or protected health information or any of the Confidential Information as hereinabove described, be used other than for the purposes set forth in this Agreement. School and Program Participants shall only access records and information that is directly related to the clinical experience, the Plan or the Program and shall use such information in a way that would not violate the requirements of applicable law including the provisions of HIPAA.

3. To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations", all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and

the terms of this Agreement. School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

School shall direct its Program Participants to comply with the policies and procedures of Care Center, including those governing the use and disclosure of Individually Identifiable Health Information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Care Center's protected health information, the Program Participants are defined as members of the Care Center's workforce according to HIPAA, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Care Center.

4. The provisions of this Section G shall survive the termination of this Agreement.

H. Insurance

Each party agrees to maintain, at its own cost and expense, insurance coverage (including general liability, professional liability, and workers compensation) in amounts consistent with industry standards (or as may be required by law) and necessary and reasonable to insure itself and its employees, agents and applicable Program Participants against any claims of any nature, which may arise from the performance of its duties and responsibilities under this Agreement. If any such insurance coverage is on a claims-made basis, in the event the term expires, or is terminated, tail-coverage must be purchased to cover any subsequent claims based on acts or omissions that occurred during the term of this Agreement. Upon execution of this Agreement, and thereafter upon reasonable request by the parties, Care Center and School agree to provide one another with a Certificate of Insurance evidencing said insurance covering such liability with an insurer AM Best rated A or better, and will continue such insurance in force during the term of this Agreement. Further, both parties agree to notify the other party immediately if the aggregate coverage as stated on the Certificate of Insurance is impaired by more than fifty percent (50%).

EVIDENCE OF SATISFACTORY GENERAL AND PROFESSIONAL LIABILITY INSURANCE FROM SCHOOL AND ON BEHALF OF EACH PROGRAM PARTICIPANT SHALL BE PROVIDED TO CARE CENTER UPON EXECUTION OF THIS AGREEMENT.

I. General Provisions

1. Independent Entities. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. The parties' employees, personnel, agents or representatives shall not be construed to be an employee, personnel, agent or representative of the others. The parties have no express or implied rights, nor authority to assume, or create any obligation, or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.

2. Non-Exclusive. The parties hereto shall be free to enter into other agreements, such as this Agreement, with other parties, as each deems appropriate for its respective manner of business.

3. Professional/Resident Relationship. No provision of this Agreement shall be construed so as to restrict in any respect any Care Center resident's (or their legal representative's) right to complete freedom of choice as to utilization of the services of School and Program Participants, or any other health professional.

4. Non-Discrimination. The parties agree that there will be no discrimination in the performance of this Agreement against any employee, or agent of, either party, any Program Participant,

and any resident or resident of Care Center on the basis of such individual's race, color, religion, sex, sexual preference, age, handicap, disability, national origin or ancestry.

5. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the state or commonwealth where Care Center is located, without regard to conflicts of law provisions thereof.

6. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Assignability. School may not assign any of its obligations, duties, or rights under this Agreement, in whole or in part, without the express prior written consent of Care Center, which consent shall not be unreasonably withheld or delayed.

9. Amendment. This Agreement shall not be amended, altered or modified, except by an instrument in writing duly executed by the parties hereto.

10. Use of Name/Marks. The parties shall have the right to use the name, symbols, trademarks or service marks of each other in press releases, media, advertising or any form of publicity or marketing, provided a written approval of the other party was received prior to any such use.

11. Waiver. A delay or omission by a party to exercise any of its right under this Agreement shall not be construed to be a waiver of such right. No waiver by either of parties hereto of a breach of this Agreement will be deemed a waiver of any subsequent breach.

12. Notices. All notices or other communications hereunder shall be in writing and shall be deemed given; (a) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (b) three (3) days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, to the respective address as follows:

If to School: Suwannee County School Board
1740 Ohio Avenue, South,
Live Oak, Florida 32064
Attention: Ted L. Roush

If to Care Center: Baya Nursing and Rehabilitation, LLC d/b/a
Baya Pointe Nursing and Rehabilitation Center
587 SE Ermine Avenue
Lake City, Florida 32055
Attention: Executive Director

With a copy to: Office of Corporate Legal Counsel
5102 West Laurel Street
Suite 700
Tampa, Florida 33607
Attention: Legal Department

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties

with respect to the subject matter hereof, and it supersedes any and all prior written or verbal agreements, commitments or understandings between the parties with respect to the matters provided for herein.

[The remainder of the page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or have caused this Agreement to be executed by a duly authorized representative on their behalf, as of the Effective Date set forth hereinabove.

SCHOOL

CARE CENTER

By: _____

By: _____

Name: Ted L. Roush

Name: _____

Title: Superintendent of Schools

Title: Executive Director

~~Chairperson, Suwannee County School Board~~

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Exhibit A

Protected Health Information, Confidentiality, Security and Clinical Experience Acknowledgment Agreement

1. Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is written, electronic, or verbal format. PHI is individually identifiable information that includes, but is not limited to, patient's name, account number, birth date, admission and discharge dates, photographs, and health plan beneficiary number.
2. Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
3. Students enrolled in School or College programs or courses and responsible faculty (each a "Program Participant") are given access to patient information. Program Participant will be exposed to PHI during their clinical rotations in healthcare facilities.

Initial each to accept the Policy

Initial

Policy

_____ It is the policy of the School/College and Care Center to keep PHI confidential and secure;

_____ Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity;

_____ Whether at the School/College or at the clinical site, Program Participant is not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear;

_____ Unauthorized removal of any part of original medical records is prohibited. Program Participant may not release or display copies of PHI. Case presentation material will be used in accordance with Care Center's policies;

_____ Program Participant shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients;

_____ Program Participant agrees to follow Care Center's privacy policies; and

_____ Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Care Center's premises.

Elder Justice Act. The Program Participant agrees to comply with Section 1150B of the Social Security Act, as established by Section 6703(b)(3) of the Patient Protection and Affordable Care Act, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services issued pursuant to that Title, to the end that, the Program Participant agrees to report reasonable suspicions of a crime to the Care Center's Executive Director and self-report the suspicion of a crime to the appropriate governing body and local law enforcement. Program Participant will not be retaliated against for reporting suspicion of a crime. The Program Participant is solely responsible for ensuring that a suspicion of a crime is reported to the Executive Director. Reports must be made immediately, but no later than two (2) hours after forming the suspicion, if the event that caused the reasonable suspicion results in serious bodily injury; and in all other cases, no later than 24 hours after forming the suspicion. Serious bodily injury means an injury that involves extreme physical pain, substantial risk of death, protracted loss or impairment of the function of a bodily member, organ, or mental faculty, or an injury requiring medical intervention such as surgery, hospitalization, or physical rehabilitation. Further, the Program Participant indemnifies and holds harmless the Care Center against all claims, losses and damages arising from or relating to the failure to report a suspicion of a crime pursuant to Section 1150B of the Social Security Act.

Clinical Experience. The Program Participant hereby acknowledges that: (A) the clinical experience is an unpaid experience for academic purposes only; (B) Program Participant is not guaranteed a job with Care Center after completing the clinical experience; (C) the training that will be provided is a cooperative activity between the School and the Care Center in accordance with the School's Program and to enhance the clinical experience within the Care Center's environment; and (D) the intent of the clinical experience is to provide students an educational benefit.

I fully understand the intent and purpose of the clinical experience as set forth herein as well as the scope of my duties at Care Center as they pertain to the Program. I hereby acknowledge it is my obligation to promptly report to the Executive Director of Care Center the assignment of any activities which are not to my direct benefit.

I agree to abide by the above policies and other policies at the Care Center. I further agree to keep PHI confidential. I understand that failure to comply with these policies will result in disciplinary actions. I further understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

Signature of Program Participant

Date

Print Name: _____

Signature of Parent or Legal Guardian

Date

If Program Participant is under 18

Print Name: _____

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

North Central Florida Hospice, Inc

D/B/A

Haven Hospice

6037 US Hwy 90

Lake City, FL 32055

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and North Central Florida Hospice, Inc. d/b/a Haven Hospice (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning on July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SCSB 2023-20 (RENEWAL)

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

**North Central Florida Hospice, Inc
D/B/A
Haven Hospice
6037 US Hwy 90
Lake City, FL 32055**

**"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"**

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

between

SUWANNEE COUNTY SCHOOL BOARD

and

**Smith & Sorenson, LLC
D/B/A
Rising Oaks Assisted Living
Live Oak, Florida**

This Agreement begins on July 1, 2022, between the Suwannee County School Board (SCSB) and Smith & Sorenson, LLC, D/B/A Rising Oaks Assisted Living, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of 12 months beginning on July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SCSB 2023-21 (RENEWAL)

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Smith & Sorenson, LLC
D/B/A
Rising Oaks Assisted Living
201 Ranchera Street N.W.
Live Oak, Florida 32064

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Sorensen Smith and Bay LLC d/b/a/ Homewood Lodge ALF (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Patient Care Technician and/or Practical Nurse Program Director

- 1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Patient Care Technician and/or Practical Nurse program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Patient Care Technician and Practical Nurse students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the Patient Care Technician Program and/or Practical Nurse Education Program.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by the Florida Board of Nursing and Florida Department of Education, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director of the Patient Care Technician program and Director of Practical Nursing program, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the program accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the Patient Care Technician program and Practical Nurse Education program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.
- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best

efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
- (b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

**Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064**

**Sorensen Smith and Bay LLC
d/b/a Homewood Lodge ALF
480 SE Mill Street
Mayo, FL 32066**

**By: _____
Ted L. Roush
Superintendent of Schools**

By: _____

**By: _____
Jerry Taylor, Chairman
Suwannee County School Board**

By: _____

Date: _____

Date: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Lafayette Nursing and Rehabilitation

This Agreement begins on July 1, 2022, between the Suwannee County School Board (SCSB) and Lafayette Nursing and Rehabilitation, Mayo, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party

affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**Lafayette Nursing and Rehabilitation
512 W. Main Street
Mayo, FL 32066**

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Lake City Surgery Center, LLC, Lake City, FL (Clinical Site) for the 2022-2023 school year.

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Patient Care Technician and/or Practical Nurse Program Director

- 1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Patient Care Technician and/or Practical Nurse program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Patient Care Technician and Practical Nurse students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the Patient Care Technician Program and/or Practical Nurse Education Program.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by the Florida Board of Nursing and Florida Department of Education, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director of the Patient Care Technician program and Director of Practical Nursing program, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the program accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the Patient Care Technician program and Practical Nurse Education program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.
- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best

efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
- (b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2019) see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

**Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064**

**Lake City Surgery Center, LLC
208 SW Prosperity Place
Lake City, FL 32024**

**By: _____
Ted L. Roush
Superintendent of Schools**

By: _____

**By: _____
Jerry Taylor, Chairman
Suwannee County School Board**

By: _____

Date: _____

Date: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**Madison Health and Rehabilitation Center
2481 W US Hwy 90
Madison, FL 32340**

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Madison Health & Rehabilitation Center, Madison, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning on July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
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VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Madison Health and Rehabilitation Center
2481 W US Hwy 90
Madison, FL 32340

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Pine House Inc., d/b/a Oakridge (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Patient Care Technician and/or Practical Nurse Program Director

- 1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Patient Care Technician and/or Practical Nurse program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Patient Care Technician and Practical Nurse students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the Patient Care Technician Program and/or Practical Nurse Education Program.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by the Florida Board of Nursing and Florida Department of Education, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director of the Patient Care Technician program and Director of Practical Nursing program, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the program accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the Patient Care Technician program and Practical Nurse Education program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.
- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best

efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

Pine House Inc., d/b/a Oakridge
297 SE CR 300
Mayo, FL 32066

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Jerry Taylor, Chairman
Suwannee County School Board

By: _____

Date: _____

Date: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**Bienvenido Samera, MD
303 Suwannee Ave
Branford, Florida**

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Dr. Bienvenido Samera, MD PA, Branford, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.071, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**Bienvenido Samera, MD
303 Suwannee Ave
Branford, Florida**

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**HAMILTON HEALTH ENTERPRISES, INC.
d/b/a Suwannee Valley Nursing Center
Jasper, Florida**

This Agreement begins on July 1 2022, between the Suwannee County School Board (SCSB) and Hamilton Health Enterprises, Inc., d/b/a Suwannee Valley Nursing Center, Jasper, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

**1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**HAMILTON HEALTH ENTERPRISES, INC.
d/b/a Suwannee Valley Nursing Center**

Jasper, Florida

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

**EMORY MEDICAL CORPORATION
d/b/a WOMEN'S CENTER OF FLORIDA
4812 Highway 90, Lake City, FL 32056**

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and EMORY MEDICAL CORPORATION d/b/a Women's Center of Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SCSB 2023-29 RENEWAL

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**EMORY MEDICAL CORPORATION
d/b/a WOMEN'S CENTER OF FLORIDA**

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

LITTLE PINE PEDIATRICS

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Little Pine Pediatrics, PLLC, Madison, Alachua, Monticello and Perry, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning on July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

LITTLE PINE PEDIATRICS, PLLC

**194 NE Hancock
Madison, Florida 32340**

And

**1702 S. Jefferson Street
Perry, Florida 32348**

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

Airport Clinic Inc.

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Airport Clinic Inc. (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning on July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/enip>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Airport Clinic Inc.

**704 Gil Harbin Industrial Blvd
Valdosta, GA 31601**

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**SOLARIS HEALTHCARE LAKE CITY, LLC
Lake City, Florida**

This Agreement commences on July 1, 2022, between the Suwannee County School Board (SCSB) and Solaris HealthCare Lake City, Lake City, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Culinary Arts and Dietetic Management and Supervision programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Culinary Arts and Dietetic Management and Supervision programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**Solaris HealthCare Lake City
560 SW McFarlane Ave
Lake City, FL 32025
386-758-4777**

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**SUWANNEE OPERATING INVESTMENTS LLC D/B/A
BEDROCK REHABILITATION AND NURSING CENTER AT SUWANNEE
Live Oak, Florida**

This Agreement begins on July 1, 2022, between the Suwannee County School Board (SCSB) and Suwannee Operating Investments LLC d/b/a Bedrock Rehabilitation and Nursing Center at Suwannee (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician and Practical Nurse Education programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Practical Nurse Education programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. Both parties shall indemnify and hold harmless the other party, its officers, directors, agents and employees from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by the party in defending actions brought against it arising out of or related to the acts or omissions of the other party, its agents, officers, or employees in the provision of services or performance of duties by the that party pursuant to this Agreement.

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party

affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SCSB 2023-33 (REVISED/RENEWAL)

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

SUWANNEE OPERATING INVESTEMENTS LLC D/B/A
BEDROCK REHABILITATION AND NURSING CENTER AT SUWANNEE

Live Oak, Florida

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

SUWANNEE OPERATING INVESTMENTS LLC D/B/A
BEDROCK REHABILITATION AND NURSING CENTER AT SUWANNEE
NF Suwannee, LLC, d/b/a SUWANNEE HEALTH AND REHABILITATION CENTER
Live Oak, Florida

This Agreement begins on July 1, 2022, between the Suwannee County School Board (SCSB) and Suwannee Operating Investments LLC d/b/a Bedrock Rehabilitation and Nursing Center at Suwannee NF Suwannee, LLC, d/b/a, Suwannee Health Care Center, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

INFO ONLY

SCSB 2023-33 (REVISED/RENEWAL)

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician and Practical Nurse Education programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Practical Nurse Education programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees not to use or further disclose any

INFO ONLY

SCSB 2023-33 (REVISED/RENEWAL)

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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. Both parties shall indemnify and hold harmless the other party, its officers, directors, agents and employees from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by the party in defending actions brought against it arising out of or related to the acts or omissions of the other party, its agents, officers, or employees in the provision of services or performance of duties by the that party pursuant to this Agreement.

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

INFO ONLY

SCSB 2023-33 (REVISED/RENEWAL)

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

1740 Ohio Avenue, South

Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

SUWANNEE OPERATING INVESTEMENTS LLC D/B/A
BEDROCK REHABILITATION AND NURSING CENTER AT SUWANNEE
NF Suwannee, LLC d/b/a, SUWANNEE HEALTH AND REHABILITATION CENTER

Live Oak, Florida

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**RES-CARE
673 NW CLUSTER DRIVE
LAKE CITY, FL 32055**

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and RES-CARE Lake City, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.071, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

RES-CARE
673 NW Cluster Drive
Lake City, FL 32055

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

CLINICAL EDUCATION AGREEMENT BETWEEN
SHANDS TEACHING HOSPITAL AND CLINICS, INC. AND
SUWANNEE COUNTY SCHOOL BOARD THRU
RIVEROAK TECHNICAL COLLEGE

THIS AGREEMENT, entered into upon the date of execution by both parties, between SHANDS
TEACHING HOSPITAL AND CLINICS, INC. d/b/a UF HEALTH SHANDS HOSPITAL
("SHANDS") and SUWANNEE COUNTY SCHOOL BOARD thru
RIVEROAK TECHNICAL COLLEGE ("SCSB").

This is a mutual agreement between SHANDS and SCSB to provide students enrolled in SCSB
Practical Nursing, PCT, & CNA Educational Program ("PROGRAM") supervised learning
experiences in the care of patients in accordance with the provisions set forth in this agreement.

It is mutually covenanted and agreed between the parties hereto as follows:

I. Responsibilities of SHANDS:

- A. SHANDS, and the physicians with practice privileges with SHANDS, have ultimate responsibility for all patient care activities.
- B. To provide to faculty and students of the SCSB available facilities and services in the planned learning experience.
- C. To provide conference and meeting rooms as required and needed, as space is available.
- D. To share in the responsibilities for the educational supervision of students in the PROGRAM.
- E. To provide faculty and students in the PROGRAM access to emergency medical care when on SHANDS' premises. Payment for such care will remain the responsibility of the individual receiving treatment.
- F. It is understood that SHANDS is not an agency or institution acting for SCSB, and that records that may be created and maintained by SHANDS on students are not education records as defined by the Family Educational Rights and Privacy Act ("FERPA"). To the extent SHANDS maintains education records at the request of SCSB, SHANDS agrees that it will not release, except to the SCSB or its agents or employees, such information, without the written consent of the student or as otherwise provided in FERPA.
- G. To forward orientation material to SCSB to be handed out to students and faculty enrolled in the PROGRAM and to conduct its own on site orientation to SHANDS for incoming SCSB students and faculty.

II. Responsibilities of SCSB:

- A. The SCSB has ultimate responsibility for all instructional activities of and for the grading of the students.
- B. Selection of students under the various programs. Classes shall not exceed the teaching capabilities of SHANDS. SHANDS reserves the right to specify the number of students in a given program for optimum use of existing facilities. SCSB shall notify the appropriate SHANDS clinical department within 72 hours of any student's withdrawal from the PROGRAM. The specific number of

students to be assigned to the PROGRAM, the scheduling of classes and other learning activities, the faculty's accessibility to the students, and other issues unique to the relationship will be set forth in writing and agreed to by the parties prior to the initiation of the PROGRAM.

- C. To comply with established policies and practices of SHANDS, including all applicable legislation and regulations.
- D. To recommend students and faculty to SHANDS in a manner consistent with State and Federal laws relating to non-discrimination.
- E. To maintain standards of the PROGRAM as recommended and prescribed by all governing bodies regulating the PROGRAM.
- F. To employ qualified individuals as faculty members, and give faculty members and students orientation material, as previously provided by SHANDS, prior to reporting to SHANDS. PROGRAM shall contact the appropriate SHANDS departmental representative to ascertain any documentation that may be required for faculty members who assume direct student supervision of patient care activities.
- G. To ensure that students and faculty with direct supervision responsibilities comply with SHANDS requirements as set forth in Exhibit A, including but not limited to physical examinations, tuberculosis screening, certain immunizations, AIDS training, CPR training, health insurance, HIPAA training and background checks, prior to entrance upon premises under the PROGRAM.
- H. To maintain the required degree of discipline among its students and faculty, giving full consideration to the institution's standard of conduct and performance. SHANDS may, at any time, withdraw or exclude any faculty or student from its facilities, premises or clinical areas, whose conduct or performance is not, or has previously not been, in accordance with PROGRAM or SHANDS departmental standards, or whose conduct or performance is, or has previously been, unprofessional or detrimental to either SHANDS or the SCSB. Written report of the circumstances of the withdrawal or exclusion shall be submitted to the appropriate SCSB administrator.
- I. Classes shall be programmed within the capabilities of SHANDS.
- J. To maintain individual records of class and practicum student competency and health.
- K. Where applicable, to prepare any rotational plans for services to be used for experience and to secure the approval of this plan from SHANDS prior to the beginning of the educational PROGRAM within the facilities. Major changes made in the plans will not be effective until such time as they are approved by SHANDS.
- L. To require its faculty and students to hold as confidential any patient information acquired. Any disclosure of patient information must be in accordance with Shands policy, Section 395.3025, Florida Statutes, and other applicable law.
- M. For faculty with direct supervision responsibilities at SHANDS, SCSB shall at all times maintain professional liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) aggregate with an insurance company with a minimum Best Rating of "A." SCSB may satisfy this requirement by demonstration of self-insurance deemed fiscally sound by an independent casualty actuary. Such insurance or self-insurance shall be an occurrence based policy, or a claims based policy maintained for the Statute of Limitations period as set forth in Section 95.11, Florida Statutes. SCSB shall demonstrate compliance with this section by providing SHANDS with a Certificate of Insurance evidencing such coverage prior to the faculty

member's arrival at SHANDS. SCSB will provide evidence of such insurance at any time on reasonable request.

- N. To ensure that students shall at all times maintain professional liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) aggregate. Such insurance shall be an occurrence based policy, or a claims based policy maintained for the Statute of Limitations period, as set forth in Section 95.11, Florida Statutes. Student shall demonstrate compliance with this section by providing SHANDS with a Certificate of Insurance evidencing such coverage prior to his or her arrival at SHANDS. Student will provide evidence of such insurance at any time on reasonable request.
- O. To ensure that a criminal background investigation in the student's state of residence for the prior seven years or, if the student is under the age of twenty-five (25), since the age of eighteen is conducted for each student prior to the student's assignment to the hospital pursuant to this Agreement. SCSB shall notify SHANDS of any and all criminal convictions ascertained through the criminal background investigation.

III. General Conditions

- A. SHANDS and the SCSB agree that each shall be treated for all purposes as independent contractors and that all students under the PROGRAM shall remain agents or students of the SCSB. The SCSB agrees that it will not act, or represent that it is acting, as an agent of SHANDS, or incur any obligations on the part of SHANDS, without first obtaining express written authority from SHANDS. This Agreement is not intended and shall not be construed to create the relationship of agency, partnership, joint venture, or association between SHANDS and SCSB, or to create an employment relationship between SHANDS and SCSB or SHANDS and the students in the PROGRAM.
- B. SCSB agrees that it will not use the name of SHANDS in any advertising or commercial without first obtaining the express written authorization from SHANDS.
- C. SHANDS and the SCSB agree that this Agreement shall continue in effect for two (2) years and shall be automatically renewed from year to year thereafter; provided, however, that either party may terminate this Agreement at any time by giving the other party notice in writing at least ninety days prior to the intended termination date. Provide further, that students currently enrolled in the PROGRAM shall be permitted to complete the course. Modification of this Agreement shall be made by mutual written consent of both parties. A memorandum noting the modification shall be attached to the Agreement and shall include the date and signatures of parties agreeing to it.
- D. SHANDS and the SCSB agree that executed copies of this Agreement shall be placed on file with the appropriate Vice President of SHANDS and the SCSB.
- E. All notices by either party required or permitted by this Agreement shall be in writing and delivered by registered or certified mail with the United States Postal Services, postage prepaid, return receipt requested, by overnight deliver (for which evidence of delivery is obtained by sender), or by hand delivery, to the representatives specified herein.

If to the SCSB: Ted. L. Roush, Superintendent
Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064
386-647-4600

Mary Keen, Principal
RIVEROAK Technical College
415 SW Pinewood Drive
Live Oak, FL 32064
386-647-4200
mary.keen@suwannee.k12.fl.us

If to Shands: Attn: Jean Bulmer, DNP, RN-BC Admin Director
Nursing Education PO Box 100335
Gainesville, FL 32610
352.265.0194
bulmej@shands.ufl.edu

- F. This Agreement is nonexclusive. The parties reserve the right to enter into similar Agreements with other institutions.
- G. The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties hereto and no other terms and conditions shall be valid and binding on the parties hereto unless reduced to writing and executed by the parties hereto.
- H. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
- I. The parties to this Agreement shall comply with applicable state and federal laws, rules and regulations governing patient and medical record confidentiality. Additionally, SCSB shall cooperate with SHANDS so that SHANDS can comply with the regulations promulgated by the Health Insurance Portability and Accountability Act.
- J. This Agreement may not be assigned, in whole or in part, by either party, other than to a successor in interest, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the day and year first above set forth.

RIVEROAK TECHNICAL COLLEGE

Jerry Taylor, Board Chairman.

Date

Ted L. Roush, Superintendent of Schools

Date

"Approved as to Form and Sufficiency
BY

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

SHANDS TEACHING HOSPITAL AND CLINICS, INC. d/b/a UF HEALTH SHANDS
HOSPITAL

By: _____
(CEO OR ADMINISTRATOR)
EDWARD JIMENEZ

Date

Exhibit A

REQUIREMENTS FOR STUDENTS AND/OR FACULTY PARTICIPATING IN CLINICAL EXPERIENCE AT SHANDS

Students and faculty with on-site supervision responsibilities must provide proof that they meet the following requirements when they come to Shands to begin their clinical experience:

1. General Health Screening and/or physical examination.
2. Proof of two MMR vaccines, administered 4 weeks apart, OR Laboratory (serological) proof of immunity to measles and rubella.

Documentation of immunity to Chickenpox (varicella) by one of the following:
 - Documentation of two varicella vaccinations, administered 8 weeks apart, OR
 - Laboratory (serological) proof of immunity, OR
 - Documentation of a history of varicella disease or herpes zoster ("shingles") by a licensed healthcare provider.
3. Tuberculosis screening: Documentation of a negative tuberculin skin test (PPD) or negative TB-JGRA blood test within 12 months of start of clinical rotation. If history of previous testing was positive, there must be documentation of 1) a chest x-ray showing no active tuberculosis disease and 2) completion of preventive therapy or treatment for active tuberculosis disease.
4. Hepatitis B vaccine:
 - Documentation of completion of hepatitis B vaccine series.
 - Documentation of Hepatitis B surface antibody serology (**optional, but recommended**).
 - Declination of Hepatitis B vaccination completed.
5. Tetanus / Diphtheria / Pertussis: Documentation of one dose of tetanus/diphtheria/pertussis (Tdap) vaccination.
6. Vaccination with the current season's quadrivalent formulation of the flu vaccine.
7. Completed training course on HIV and AIDS, as required by State Law.
8. CPR certified.
9. Evidence of health insurance. (May be waived for students demonstrating hardship).
10. Completed Shands' HIPAA training and orientation.
11. Criminal background check.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**ACV Health Services, LLC
Dowling Park, Florida**

This Agreement begins on July 1, 2022, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, Certified Nursing Assistant program, and Phlebotomy program for qualified students preparing to be Patient Care Technicians, Practical Nurses, Certified Nursing Assistants, and/or Phlebotomist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, Certified Nursing Assistant, and Phlebotomy students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party

affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ACV Health Services, LLC

Dowling Park, Florida

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

M.O.S., LLC d/b/a DOWN HOME MEDICAL

This Agreement is entered into on the date of execution by both parties between the Suwannee County School Board (SCSB) and M.O.S., LLC d/b/a Down Home Medical (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, Certified Nursing Assistant program, and Phlebotomy program for qualified students preparing to be Patient Care Technicians, Practical Nurses, Certified Nursing Assistants, and/or Phlebotomists; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, Certified Nursing Assistant, and Phlebotomy students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning on July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education, Patient Care Technician, and Phlebotomy programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

1740 Ohio Avenue, South

Live Oak, Florida 32064

BY: _____ DATE: _____

Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____

Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

M.O.S., LLC d/b/a Down Home Medical

256 Washington Street

Madison, Florida 32340

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Madison County Memorial Hospital

This Agreement begins on July 1, 2022, between the Suwannee County School Board (SCSB) and Madison County Memorial Hospital (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Phlebotomy Program for qualified students preparing to be Licensed Phlebotomist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Phlebotomy students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Phlebotomy program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Phlebotomy Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.
2. Each party agrees to hold each other harmless. Each party agrees, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**Madison County Memorial Hospital
224 NW Crane Avenue
Madison, FL 32340**

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**SUWANNEE OPERATING INVESTMENTS LLC D/B/A
BEDROCK REHABILITATION AND NURSING CENTER AT SUWANNEE
Live Oak, Florida**

This Agreement begins on July 1st 2022, between the Suwannee County School Board (SCSB) and Suwannee Operating Investments LLC d/b/a Bedrock Rehabilitation and Nursing Center at Suwannee (Healthcare Agency).

Whereas, SCSB, through the Suwannee High School (SHS), operates a Nursing Assistant program for qualified students preparing to be Licensed Certified Nursing Assistants,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Nursing Assistant education students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the SHS. The SHS agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the SHS faculty, agents, or students.
2. The Healthcare Agency and SHS concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and SHS concur that this agreement shall continue in effect for the period of one year beginning July 1, 2022 through June 30, 2023; and shall be renewed from year to year thereafter, unless otherwise notified in writing as in paragraph #2 above.

SCSB 2023-40 (REVISED/RENEWAL)

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the SHS agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Principal of the SHS.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Nursing Assistant Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Practical Nurse Education programs through the cooperation and assistance of its staff and employees along with the faculty and students of the SHS.
2. Students shall be selected for the programs by the SHS.
3. To make available to faculty and students of the SHS the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the SHS all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE SHS RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The SHS agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the SHS and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The SHS agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.
11. See attached Rider 1 to be incorporated herein.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and SHS which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the SHS students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. Both parties shall indemnify and hold harmless the other party, its officers, directors, employees, agents and members from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by reason of defending actions brought against it arising out of or related to the acts or omissions of the other party, its agents, officers, or employees in the provision of services or performance of duties by that party pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SCSB 2023-40 (REVISED/RENEWAL)

The Healthcare Agency and the SHS agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

**1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**SUWANNEE OPERATING INVESTMENTS LLC D/B/A
BEDROCK REHABILITATION AND NURSING CENTER AT SUWANNEE**

Live Oak, Florida

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

SUWANNEE OPERATING INVESTMENTS LLC D/B/A
BEDROCK REHABILITATION AND NURSING CENTER AT SUWANNEE
NF Suwannee, LLC, d/b/a SUWANNEE HEALTH AND REHABILITATION CENTER
Live Oak, Florida

This Agreement begins on July 1st 2022, between the Suwannee County School Board (SCSB) and Suwannee Operating Investments LLC d/b/a Bedrock Rehabilitation and Nursing Center at Suwannee NF Suwannee, LLC, d/b/a, Suwannee Health and Rehabilitation Center, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the Suwannee High School (SHS), operates a Nursing Assistant program for qualified students preparing to be Licensed Certified Nursing Assistants,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Nursing Assistant education students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the SHS. The SHS agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the SHS faculty, agents, or students.
2. The Healthcare Agency and SHS concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and SHS concur that this agreement shall continue in effect for the period of one year ~~and a half years~~ beginning July 1, 2022 through June 30, 2023; and

shall be renewed from year to year thereafter, unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the SHS agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Principal of the SHS.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Nursing Assistant Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Practical Nurse Education programs through the cooperation and assistance of its staff and employees along with the faculty and students of the SHS.
2. Students shall be selected for the programs by the SHS.
3. To make available to faculty and students of the SHS the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the SHS all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE SHS RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The SHS agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the SHS and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The SHS agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.
11. See attached Rider 1 to be incorporated herein.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards

INFO ONLY

SCSB 2023-40 (REVISEDRENEWAL)

for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and SHS which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the SHS students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. Both parties shall indemnify and hold harmless the other party, its officers, directors, employees, agents and members from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by reason of defending actions brought against it arising out of or related to the acts or omissions of the other party, its agents, officers, or employees in the provision of services or performance of duties by that party pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

INFO ONLY

SCSB 2023-40 (REVISEDRENEWAL)

The Healthcare Agency and the SHS agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

**1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

SUWANNEE OPERATING INVESTMENTS LLC D/B/A
BEDROCK REHABILITATION AND NURSING CENTER AT SUWANNEE
~~NE Suwannee, LLC d/b/a, SUWANNEE HEALTH AND REHABILITATION CENTER~~

Live Oak, Florida

BY: _____ DATE: _____
TITLE: _____

Mail notices to:
President
Gulf Coast Health Care, LLC
2 N. Palafax Street
Pensacola, FL 32502

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Baya Pharmacy, Baya Drive, Lake City, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.
- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

- 10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

**Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064**

**Baya Pharmacy
780 S.E. Baya Drive
Lake City, FL 32025**

**By: _____
Ted L. Roush
Superintendent of Schools**

By: _____

**By: _____
Jerry Taylor, Chairman
Suwannee County School Board**

By: _____

**"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"**

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Baya Pharmacy (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.
- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

- 10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

**Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064**

**Baya Pharmacy
1465 US 90 STE 110
Lake City, FL 32055**

**By: _____
Ted L. Roush
Superintendent of Schools**

By: _____

**By: _____
Jerry Taylor, Chairman
Suwannee County School Board**

By: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Cheek & Scott Drugs, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.
- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

- 10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

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- 12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

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Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

Cheek & Scott Drugs, Inc.
1520 S. Ohio Avenue
Live Oak, FL 32064

Cheek & Scott Drugs, Inc.
4785 W US Hwy. 90
Lake City, FL 32055

Cheek & Scott Drugs, Inc.
1150 US Hwy 41 NW
Suite 13
Jasper, FL 32052

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Jerry Taylor, Chairman
Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

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under Chapter 119.0701, Florida Statutes**

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If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

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If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and North Florida Pharmacy, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.
- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

- 10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

**Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064**

**North Florida Pharmacy, Inc.
347 SW Main Blvd.
Lake City, FL 32025**

**North Florida Pharmacy, Inc.
305 SW US Hwy. 27
Branford, FL 32008**

**North Florida Pharmacy, Inc.
3718 W. US Hwy. 90
Lake City, FL 32055**

**North Florida Pharmacy, Inc.
229 W. Main Street
Mayo, FL 32066**

**By: _____
Ted L. Roush
Superintendent of Schools**

By: _____

**By: _____
Jerry Taylor, Chairman
Suwannee County School Board**

By: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Walgreen Company, Lake City, Florida (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
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shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.
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- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
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Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

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Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

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- 12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

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- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

**Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064**

**Walgreen Company
2094 West US Highway 90
Lake City, FL 32055**

**By: _____
Ted L. Roush
Superintendent of Schools**

By: _____

**By: _____
Jerry Taylor, Chairman
Suwannee County School Board**

By: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

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If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

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You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

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- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

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- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

- 10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

**Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064**

**Walgreen Company
1515 Ohio Avenue S.
Live Oak, FL 32064
Attn: Rebecca Sapp**

**By: _____
Ted L. Roush
Superintendent of Schools**

By: _____

**By: _____
Jerry Taylor, Chairman
Suwannee County School Board**

By: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Advent Christian Village, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.
- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

- 10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

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Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

Advent Christian Village, Inc.
The Village Pharmacy
10820 Marvin Jones Blvd.
Live Oak, FL 32060

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Jerry Taylor, Chairman
Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

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under Chapter 119.0701, Florida Statutes**

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If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

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A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Cheek Pharmacy, Inc.(Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
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- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
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shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

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- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
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- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

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- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
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- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
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Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

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- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
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- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
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Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

Cheek Pharmacy, Inc.
16734 US-19
Cross City, FL 32628

By: _____
Ted L. Roush
Superintendent of Schools

By: _____
Harry Patel
Pharmacy Manager

By: _____
Jerry Taylor, Chairman
Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

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under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Southeastern Grocers, Inc., d/b/a Winn-Dixie Pharmacy (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.
- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

- 10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

**Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064**

**Winn-Dixie Pharmacy
911 Pinewood Drive SW
Live Oak, FL 32064**

**Winn-Dixie Pharmacy
729 W Base Street
Madison, FL 32340**

**Winn-Dixie Pharmacy
580 S Marion Avenue
Lake City, FL 32025**

**By: _____
Ted L. Roush
Superintendent of Schools**

By: _____

**By: _____
Jerry Taylor, Chairman
Suwannee County School Board**

By: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Doctor's Memorial Hospital Inc., Perry, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College, (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

- 1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.
- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.
- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

- (b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

- 10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

Doctor's Memorial Hospital Inc.
333 N. Byron Butler Pkwy
Perry, Florida 32347

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Jerry Taylor, Chairman
Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

**AN AGREEMENT
Between
SUWANNEE COUNTY SCHOOL BOARD
Thru
RIVEROAK Technical College
and
Gregory Gaines, M.D. d/b/a Gaines Plastic Surgery**

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and **Gregory Gaines, M.D. d/b/a Gaines Plastic Surgery** (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Certified Surgical Technologist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning upon the date of execution by both parties and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with a single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Surgical Technologist program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Surgical Technology program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agencies standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A, which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this

Agreement, the term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor’s E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Gaines Plastic Surgery Healthcare Center
217 NW76th Dr.
Gainesville, FL 32607

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT
Between
SUWANNEE COUNTY SCHOOL BOARD
Thru
RIVEROAK Technical College
and
VOA Ambulatory Surgery Center

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and VOA Ambulatory Surgery Center (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Certified Surgical Technologist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning upon the date of execution by both parties and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with a single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Surgical Technologist program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Surgical Technology program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agencies standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A, which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this

Agreement, the term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

X. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
- (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor’s E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

VOA Ambulatory Surgery Center
3527 N Valdosta Road
Valdosta, GA 31602

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

CLINICAL AFFILIATION AGREEMENT

THIS CLINICAL AFFILIATION AGREEMENT' (this "Agreement") is made upon July 1, 2022, between BAPTIST HEALTH SYSTEM, INC., a Florida not for profit corporation ("BHS") and Suwannee County School Board thru RIVEROAK Technical College, a Florida educational institution ("RIVEROAK").

RECITALS

WHEREAS, RIVEROAK has established an approved professional program in the field of Surgical Technology (the "Program"); and

WHEREAS, the Program allows bona fide students enrolled therein to obtain clinical learning experience as set forth in the curriculum of RIVEROAK; and

WHEREAS, BHS operates certain healthcare facilities, more fully described in Exhibit A attached hereto (collectively, the "Facilities"), that are engaged in certain activities in which bona fide students, currently enrolled in the Program at RIVEROAK, if allowed to participate in patient care or research, can obtain clinical experience as set forth in the curriculum of RIVEROAK; and

WHEREAS, BHS shall benefit by contributing to the educational preparation of future healthcare professionals; and

WHEREAS, both RIVEROAK and BHS, through its Facilities, wish to implement a coordinated educational program to establish, upgrade and maintain standards for proper training.

NOW, THEREFORE, in consideration of the terms and conditions and the representations and warranties herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall commence on July 1, 2022, for a period of one (1) year. This Agreement shall automatically renew unless terminated by either party in accordance with the terms hereof.

2. **Obligations and Responsibilities of RIVEROAK.** RIVEROAK shall:

a. provide in a timely manner at the beginning of each training period, the names of the students to be assigned, the days and hours they will be assigned, and the services to which their assignment is desired;

b. provide faculty or staff members to coordinate responsibility for instruction and supervision of the students' learning experience;

c. provide a supervising faculty member to plan, in coordination with the Facilities, the assignment(s) that will be assumed by the students while participating in their clinical learning experience, and in their attendance at selected conferences, courses and programs conducted under the direction of the Facilities;

d. provide and maintain the personal records and reports necessary for evaluation of student progress in didactic courses;

e. ensure that students abide by all federal and state laws and regulations as well as all of the Facilities' rules and policies;

f. be responsible for health examinations and such other medical and dental examinations and protective measures, as the Facilities may deem necessary. RIVEROAK shall ascertain acceptable health status for each student. This includes a statement of health, proof of immunity to Rubella, Rubeola and chicken pox or provide documentation of appropriate vaccinations, and a completed OHSA form documenting negative TB skin test within ninety (90) days of participation in the Program;

g. prohibit the publication by the students, faculty or staff members of any material relative to their clinical experience that has not been approved for release for publication by BHS and the Facilities;

h. not assign more students to a unit and/or instructor than indicated for each program as determined by the BHS Clinical Education Coordinator;

i. ensure that neither faculty members nor students shall participate as an expert witness or in liability actions involving BHS or the Facilities or their affiliated companies;

j. ensure that a criminal background check is provided for each student prior to the student's assignment at the Facilities;

k. ensure that all students scheduled to participate in the Program at the Facilities obtains and provides a copy to BHS of proof of professional liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 annual aggregate, prior to beginning his or her rotation at the Facilities. The policy shall name student as insured. The deductible should not exceed \$5,000 or a higher amount approved by BHS.

l. designate a contact person other than the supervising faculty member to address concerns and/or problems that may arise which are unrelated to the supervision of student; and

m. ensure that each student signs a Participation Agreement, a copy of which is attached hereto as Exhibit B, prior to participation in patient care hereunder.

3. Obligations and Responsibilities of BHS. BHS shall ensure that the Facilities:

a. share in the responsibility in the education, guidance and supervision of students in the Program through the cooperation and assistance of their staff and employees, with the faculty/employees of RIVEROAK;

b. coordinate, with RIVEROAK and Staff, the schedules and activities in such a manner as to prevent conflict of schedules in the planned learning experience;

c. permit, upon request, the inspection of its facilities by agencies charged with the responsibility for accreditation of RIVEROAK; and

d. provide the ultimate responsibility for patient care.

4. General Conditions.

a. BHS and RIVEROAK agree that the Facilities, at any time, may request withdrawal of any faculty, employee or student from the Facilities premises whose further participation in the Program is not desirable, upon written notice to the appropriate RIVEROAK administrator.

b. BHS and RIVEROAK agree that all faculty, employees and students under the Program shall remain agents, employees or students of RIVEROAK. RIVEROAK further agrees that it will be solely responsible for all salaries, taxes and insurance of its own personnel, agents, employees and students. RIVEROAK agrees to indemnify and hold harmless BHS and the Facilities from any and all loss or liability arising from RIVEROAK's failure with respect to payments, withholdings and benefits that are the responsibility of RIVEROAK.

c. All students and faculty shall assume the responsibility for their own health care. In the event that a student or faculty member should become ill or suffer injury in the course of their activities, the Facilities agree to provide the necessary emergency medical care but the Facilities do not assume any financial liability for such care.

d. BHS and RIVEROAK agree that executed copies of this Agreement shall be placed on file with each party.

e. RIVEROAK agrees that it will never act or represent that it is acting as an agent of BHS or the Facilities or incur any obligations on the part of BHS or the Facilities without first obtaining the express, written authority of BHS.

f. Neither party shall discriminate on the basis of race, national origin, religion, creed, sex, age, or handicap either in the selection of students for participation in the Program or any aspect of training provided by the Facilities or RIVEROAK.

g. In the event a student or faculty member is involved in an emergency involving blood or potentially infectious materials, the student or faculty member shall be referred to Occupational Health at the appropriate Facility. The student or faculty member is responsible for all reasonable costs of post-exposure evaluation and follow-up incurred by the Facilities under 29 C.F.R. 1910.1030(f)(3).

h. In the event that a medical malpractice claim or lawsuit is filed against BHS, a Facility and RIVEROAK, every effort will be made to coordinate the defense of said claim or lawsuit.

5. Termination.

a. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.

b. Upon termination, neither party shall have any further obligations hereunder, except that the obligation to indemnify shall survive termination.

6. Insurance.

a. BHS shall, at its own expense, carry during the term of this Agreement, liability and professional malpractice insurance or funded self-insurance with a minimum limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. BHS shall, at the request of RIVEROAK, furnish a certificate of insurance evidencing the maintenance in full force of the required insurance. BHS shall provide the other party with thirty (30) days advance written notice of any material changes, termination or cancellation of their policy.

b. RIVEROAK shall, at its own expense, carry the following types of insurance covering RIVEROAK, its faculty, students and agents enrolled in the Program during the term of this Agreement:

1. Professional Liability Insurance in the minimum amounts of \$1,000,000 per claim and \$3,000,000 annual aggregate. Limits shall apply separately for each student. Policy shall name as insureds RIVEROAK, its faculty, employees and students. If a claims made policy, the retroactive date should not be later than the first date RIVEROAK entered into this Agreement with BHS. The policy shall include a waiver of subrogation in favor of BHS and the contractual exclusion shall be either deleted or modified. The deductible should not exceed \$5,000 or a higher amount approved by BHS. In the event that RIVEROAK changes insurance carriers, ceases the program or this contract is terminate, RIVEROAK shall purchase an extended reporting period endorsement for a term of no less than three (3) years.
2. Worker's Compensation Insurance as required by the State of Florida. The policy shall include a waiver of subrogation in favor of BHS.
3. Employers Liability in a minimum amount of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.
4. Comprehensive General Liability with limits of \$1,000,000 each occurrence, \$2,000,000 annual aggregate written on a standard ISO occurrence form CG 00 01 01 96 or its equivalent providing Bodily Injury and Property Damage for Premises Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability. The care, custody and control exclusion shall be either modified or deleted.
5. Umbrella Liability with a minimum limit of \$5,000,000. Coverage shall not be more restrictive than the underlying policies.
6. RIVEROAK shall also require any subcontractor to carry comparable insurance as outlined herein.

All insurers must be authorized by a certificate of authority issued by the Department of Insurance of the State of Florida, have a minimum current A.M. Best rating of A- or better and be deemed reasonable by BHS.

Upon execution of this Agreement and within thirty (30) days of expiration annually for the term of this Agreement, RIVEROAK shall cause to be issued by such insurer or insurers a certificate of insurance reflecting such policies and coverages as outlined above. Such certificate shall reflect that the underlying policies have been endorsed to provide at least thirty (30) days prior written notice to BHS of the cancellation, non-renewal, reduction or material change of any such insurance coverage. Upon request by BHS, copies of the policies shall be provided. If RIVEROAK fails to maintain or provide the required proof of insurance, this Agreement shall terminate immediately upon written notice from BHS to RIVEROAK, or BHS, at its sole option, can purchase the required insurance and charge RIVEROAK accordingly. BHS shall not be required to provide to provide any insurance nor shall BHS be liable for the payment of any premium for insurance.

7. **Indemnification.**

a. RIVEROAK shall indemnify, defend and hold harmless BHS and the Facilities, and their respective officers, directors, employees and agents from any and all claims, losses, lawsuits, demands, actions and judgments ("Claims") asserted by any person or persons for any negligent act, failure to act, willful misconduct, or breach of this Agreement by RIVEROAK, its faculty, employees, students or agents, including, but not limited to, any fines, awards, damages, expenses and reasonable legal fees that may be incurred in connection with such Claims. This provision shall survive termination of this Agreement.

b. BHS and the Facilities shall indemnify, defend and hold harmless RIVEROAK, its officers, directors, employees and agents from any and all claims, losses, lawsuits, demands, actions and judgments ("Claims") asserted by any person or persons for any negligent act, failure to act, willful misconduct, or breach of this Agreement by BHS or the Facilities, their respective employees or agents, including, but not limited to, any fines, awards, damages, expenses and reasonable legal fees that may be incurred in connection with such Claims. This provision shall survive termination of this Agreement.

8. **Compliance With Laws, Regulations, Rules and Standards.** RIVEROAK shall cause its students and faculty to perform all duties in a timely manner and in accordance with BHS's and the Facilities' rules, standards, policies and all applicable Professional Staff Bylaws, rules and regulations and to comply with all federal, state and local laws and regulations and standards of The Joint Commission as well as the ethics of any appropriate professional association. RIVEROAK shall ensure that its students and faculty shall not engage in personal or professional conduct which, in the reasonable determination of BHS, does or may adversely affect the image or standing of BHS or the Facilities.

9. **Good-Standing Representation.** RIVEROAK represents that neither it nor its students or employees of the Program (i) have ever been convicted of, or indicted for, a crime related to health care or listed by a Federal Agency as debarred, excluded or otherwise ineligible for participation in a federally-funded health care program (or notified of such action); or (ii) have otherwise engaged in conduct for which a person can be so convicted, indicted or listed. RIVEROAK agrees not to employ any person in connection with any of the work to be performed under this Agreement who has been so convicted, indicted, listed or notified. RIVEROAK further agrees to notify BHS in the event of any such conviction, indictment listing or notification pertaining to it or any of its employees arising during the term of this Agreement or the three (3) year period following termination or expiration of this Agreement. Upon receipt of such notice by BHS, or if BHS otherwise becomes aware of such conviction, indictment, listing or notification, BHS shall have the right to terminate this Agreement immediately, if such Agreement is still in effect. RIVEROAK agrees to indemnify and hold harmless BHS from any and all loss or liability, including civil monetary penalties, reasonable attorney's fees and costs, arising from RIVEROAK's misrepresentation of the foregoing information or failure to provide notification required under this Section. This provision shall survive termination of this Agreement.

10. **Status of the Parties.** It is expressly agreed that in the performance of services under this Agreement, RIVEROAK and its employee shall at all times be independent contractors with respect to BHS. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement is intended to create a joint venture, partnership, association or other affiliation or like relationship between the parties. In no event shall either party be liable for debts or obligations of the other party, except as specifically provided for in this Agreement. Neither RIVEROAK nor its employees shall have any claim against BHS or the Facilities for vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health insurance, disability or unemployment insurance benefits or other employee benefits of any kind. RIVEROAK understands that its employees will not be treated as BHS or Facilities employees for federal tax purposes and that all liability for payments, withholdings and benefits remains with RIVEROAK. RIVEROAK agrees to indemnify and hold harmless BHS and the Facilities from any and all loss or liability arising from RIVEROAK's failure with respect to such payments, withholdings and benefits. This provision shall survive termination of this Agreement.

11. **Access to Books and Records.** Until the expiration of four (4) years after the furnishing of the services called for by this Agreement, RIVEROAK shall make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement, and all books, documents and records necessary to certify the nature and extent of the costs incurred by BHS or the Facilities in purchasing services under this Agreement. If RIVEROAK provides such services through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month

period with a related organization, the subcontract shall also contain a similar clause permitting access to the books and records of the related organization.

12. Miscellaneous.

a. Neither party shall assign this Agreement nor any of the rights or obligations hereunder without the prior written consent of the other party; provided, however, that BHS may assign its rights and obligations hereunder to any entity affiliated with BHS.

b. This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Florida; provided, however, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state. Venue shall lie in Jacksonville, Duval County, Florida.

c. This Agreement constitutes the entire agreement between the parties and supersedes all other agreement, whether oral or written, with respect to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a writing signed by both parties.

d. Any notice required to be given hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt request, addressed to the parties at their respective addresses indicated below or at any address as may have been specified by either party.

If to BHS: Baptist Health System, Inc.
 800 Prudential Drive
 Jacksonville, Florida 32207
 Attention: Tricia Self, Clinical Education Coordinator

If to RIVEROAK: Suwannee County School Board
 1740 Ohio Avenue South
 Live Oak, FL 32064
 Attention: Ted L. Roush, Superintendent of Schools

e. No consent or waiver, express or implied, by a party hereto of any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be consent to or waiver of any other breach or default in the performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

f. If a dispute arises under this Agreement resulting in litigation, the losing party shall pay the prevailing party all costs of litigation, including a reasonable attorney's fee, pursuant to Florida law.

g. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall, to the extent possible and without destroying the intent of this Agreement, be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision. There shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar as possible in terms to such illegal, invalid or unenforceable provision.

h. Paragraph headings are included herein for reference only and shall not be considered in construction of any provision herein.

i. **Public Records.** For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT C which is incorporated by reference herein.

j. **Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

k. **E-Verify.** Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

BAPTIST HEALTH SYSTEM, INC.

SUWANNEE COUNTY SCHOOL BOARD

By: _____

Matt Zuino
Executive Vice President &
Chief Operating Officer

By: _____

Ted L. Roush
Superintendent of Schools

By: _____

Jerry Taylor
Board Chairman

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Baptist Medical Center
800 Prudential Drive
Jacksonville, Florida 32207

Baptist Medical Center Beaches
1350 13th Avenue South
Jacksonville Beach, Florida 32250

Baptist Medical Center Nassau
1250 South 18th Street
Fernandina Beach, Florida 32034

Baptist Medical Center South
14550 St. Augustine Road
Jacksonville, Florida

Baptist Medical Center – Outpatient Center
1235 San Marco Boulevard
Jacksonville, Florida 32207

**Wolfson Children's Hospital
Center**
800 Prudential Drive
Jacksonville, Florida 32207

Baptist Emergency Center Clay
1771 Baptist Clay Drive
1747 Baptist Clay Drive
Fleming Island, Florida 32003

Baptist Primary Care, Inc.
All physician offices

Baptist Cardiology, Inc.
All physician offices

Baptist ENT Specialists, Inc.
All physician offices

Baptist Neurology, Inc.
All physician offices

Baptist Pulmonary Specialists, Inc.
All physician offices

Baptist Urology, Inc.
All physician offices

**Baptist Southeast Gynecologic
Oncology Associates, Inc.**
All physician offices

**Jacksonville Orthopaedic
Institute, Inc.**
All physician offices

Lyerly Baptist, Inc.
All physician offices

Baptist Health Rehabilitation Centers
All locations

Baptist AgeWell Physicians, Inc.
All locations

Baptist Emergency Center Town
4085 Town Center Parkway
Jacksonville, FL 32246

Baptist Emergency Center North
11250 Baptist Health Drive
Jacksonville, FL 32218

Baptist MD Anderson Cancer Center
All physician offices

Baptist Behavioral Health
All physician offices

Baptist Pediatrics, Inc.
All physician offices

Baptist Obstetrics and Gynecology, Inc.
All physician offices

Baptist Health Clinic, Inc.
All clinic locations

Baptist Emergency Center Oakleaf
9868 Family Place
Jacksonville, FL 3222

EXHIBIT B

**PARTICIPATION AGREEMENT
Baptist Health System, Inc.**

In exchange for the opportunity to participate in a clinical learning experience at Baptist Health System, Inc. ("BHS"), I, _____, (*name of participant*), agree not to disclose to any individual or third party, any confidential information relating to the patients of BHS or the Facilities, the techniques used by BHS or the Facilities in their operations, or any other confidential or proprietary information about BHS or the Facilities which I may be a party to and/or overhear during my participation in such clinical learning experience. I further agree to abide by the policies and procedures of BHS and the Facilities, which are available for review upon reasonable request, while participating in this clinical learning experience.

Signature of Participant

Date

Witness

Exhibit C

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Lake City Surgery Center, LLC, Lake City, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

- 1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.
- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.
- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

- 10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

Section 14. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

**Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064**

**Lake City Surgery Center, LLC
208 SW Prosperity Place
Lake City, FL 32024**

**By: _____
Ted L. Roush
Superintendent of Schools**

By: _____

**By: _____
Jerry Taylor, Chairman
Suwannee County School Board**

By: _____

~~"Approved as to Form and Sufficiency~~

BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

SOUTHERN MEDICINE PRIMARY & URGENT CARE

1405 OHIO AVE. N

LIVE OAK, FL. 32064

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Southern Medicine Primary & Urgent Care (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician, Phlebotomy, Medical Administrative Assistant, Certified Nursing Assistant, and Practical Nursing Education program for qualified students preparing to be Phlebotomists, Medical Administrative Assistants, Patient Care Technicians, Certified Nursing Assistants, and/or Practical Nurses,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Phlebotomy, Medical Administrative Assistant, Certified Nursing Assistant, Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Provider agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.071, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**SOUTHERN MEDICINE PRIMARY & URGENT CARE
1405 OHIO AVE. N
LIVE OAK, FL. 32064**

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

**AGREEMENT BETWEEN THE
STATE OF FLORIDA, DEPARTMENT OF HEALTH
SUWANNEE COUNTY HEALTH DEPARTMENT
AND
SUWANNEE COUNTY SCHOOL BOARD**

The purpose of this affiliation agreement is to guide and direct a working relationship between the State of Florida, Department of Health, Suwannee County Health Department, hereinafter referred to as the DEPARTMENT and Suwannee County School Board through RIVEROAK Technical College, an institution providing health care profession education, hereinafter referred to as the SCHOOL, for the provision of learning opportunities for health care profession students.

RECITALS

The SCHOOL agrees:

1. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of health care profession students, and to be responsible for the education program, academic affairs, and assessment of the students.
2. To work in accordance with all DEPARTMENT procedures, policies, protocols, rules and regulations in carrying out the relationship described herein and in making plans for the observation of and/or practice in health care at DEPARTMENT facilities.
3. To provide or assure that students have the necessary, required, and appropriate books, periodicals and teaching materials for SCHOOL's educational program.
4. To submit to the DEPARTMENT a schedule indicating the number and names of students who will be participating in an internship under this agreement and the names of the faculty members who will be indirectly supervising students during the students' rotation at DEPARTMENT facilities.
5. To plan student assignments in consultation with a representative of the DEPARTMENT.
6. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.
7. To provide direct supervision of students whenever students are at DEPARTMENT facilities or provide indirect supervision of students engaged in a mutually agreeable practicum experience with a preceptor at the DEPARTMENT. Pursuant to this Agreement, students will only be assigned to mutually agreeable practicum experiences.
8. To initiate and/or participate in group conferences, as requested by DEPARTMENT at mutually agreed upon times, with a designee of the DEPARTMENT for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.
9. To ensure that general and professional liability insurance insuring the SCHOOL, its employees, and its students who will be in training under this agreement, with limits of liability coverage in the

amount of not less than Two Hundred Thousand Dollars (\$200,000) per claimant and Three Hundred Thousand Dollars (\$300,000) per occurrence, is obtained and maintained throughout the term of this agreement and any renewal thereof. It is a material term of this agreement and necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are covered under a general and professional liability policy with the abovementioned limits. However, it is not necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are all covered under the same policy. As evidence of such coverage, the SCHOOL shall furnish to the DEPARTMENT applicable certificates of insurance sufficient to demonstrate full satisfaction of the requirements of this paragraph prior to students beginning their internship under this agreement and annually thereafter. SCHOOL shall immediately inform DEPARTMENT of any lapses or changes to coverages that would bring SCHOOL out of compliance with this paragraph. Failure of the SCHOOL to ensure that such coverage is obtained and maintained shall be grounds for immediate termination of this agreement. If the SCHOOL is a public college or university in Florida, the SCHOOL may be self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services, or may be otherwise insured pursuant to the provisions of section 1004.24, Florida Statutes.

10. To be fully responsible for its acts of negligence, or its agents'/students' acts of negligence when acting within the scope of their employment, education or agency, and agrees to be liable for any damages resulting from said negligence.

11. Unless SCHOOL is a state agency or subdivision under section 768.28, Florida Statutes, or otherwise protected by sovereign immunity under its respective state law, to be liable for and indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the SCHOOL, its agents, students, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. Nothing herein is intended to serve as a waiver of sovereign immunity by any school to whom sovereign immunity may be applicable nor consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

12. To assure that students maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and comply with state and federal laws, including, but not limited to, section 456.057, Florida Statutes, and 45 Code of Federal Regulations Parts 160, 162 and 164. The SCHOOL will take steps to assure students' compliance with any applicable professional standards of practice with respect to patient confidentiality. Procedures will be implemented by the SCHOOL to require students to comply with the protection and confidentiality requirements outlined in the Department of Health Information Security Policies, Protocols, and Procedures, as amended, and Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are incorporated herein by reference. The SCHOOL assures that students have been trained in all aspects of ethical standards pertaining to confidentiality issues and privacy rights including federal Privacy Rules and applicable state confidentiality laws. Solely for the purpose of defining students' roles in relation to the use and disclosure of the DEPARTMENT'S protected health information, the students are defined as members of the DEPARTMENT'S workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, students are not and shall not be considered employees of the DEPARTMENT. This paragraph is not applicable to any students who do not access any confidential information.

13. To keep and maintain public records in accordance with the provisions of Chapter 119, Florida Statutes, including all public records required by the DEPARTMENT to perform the services entailed in this agreement, and to provide the public with access to such public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; to ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the term of the agreement, including all renewals, and following completion of the agreement if SCHOOL does not transfer the records to DEPARTMENT; to meet all requirements for retaining public records as set forth in law and DEPARTMENT's retention schedules; and, upon completion of the contract, to transfer to the DEPARTMENT, at no cost to DEPARTMENT, all public records in possession of the SCHOOL and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

If the SCHOOL has questions regarding the application of Chapter 119, Florida Statutes, to the SCHOOL's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

14. To assure that all students are background screened and meet the Level 2 screening requirements of section 435.04, Florida Statutes, prior to students beginning their internship at the DEPARTMENT. The SCHOOL agrees to take steps to assure that students, and any SCHOOL personnel that accompany students or have access to DEPARTMENT's confidential records, inform the DEPARTMENT's designated contact person immediately if an arrest is made or a court disposition is entered for any disqualifying offense while participating in this internship. The DEPARTMENT will immediately remove the student from the internship program, or the personnel from further involvement in the program or access to records, if DEPARTMENT determines, in its sole discretion, that continued involvement of that student or personnel would violate the requirements of section 435.04, Florida Statutes, or would otherwise pose a risk to health or safety of any individual(s) or the public. The DEPARTMENT shall not be responsible for any costs associated with this paragraph.

The DEPARTMENT agrees:

1. To provide health care profession students accepted into this internship program access to a planned supervised program of internship experience for the area(s) of practice/study mutually agreed upon by the parties.
2. To provide designated staff members as internship supervisors for students, but such supervisors will not substitute for or diminish the requirement that SCHOOL provide faculty supervision as set forth above.
3. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.

4. To make available to the faculty and students of the SCHOOL the DEPARTMENT facilities as agreed upon by both designated contact persons.
5. To retain overall responsibility for the quantity and quality of patient care in DEPARTMENT facilities.
6. To give SCHOOL five days' notice prior to removing from the internship program any students not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the DEPARTMENT unless DEPARTMENT deems immediate removal necessary, which such removal and determination of immediate necessity shall be at the sole discretion of the DEPARTMENT.
7. To provide as available the physical facilities, equipment, supplies, and patients to supplement an educational program in accordance with the objective of providing an internship experience to health care profession students. Notwithstanding the foregoing, the DEPARTMENT may, at its discretion, temporarily remove access to facilities, equipment, supplies, and patients in the interest of the health or safety of patients, employees, students, or other interns.
8. The DEPARTMENT, a state agency or subdivision, is self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. The DEPARTMENT certifies that it maintains, and agrees to continue to maintain during the term this agreement, general and professional liability protection coverage through the State Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties. The DEPARTMENT cannot insure or indemnify the SCHOOL, its officers, employees, students, and agents, or any third parties.

General Terms.

1. Independent Contractor. No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents, students or employees. Students shall, at all times, be considered "independent" and shall, under no circumstances, be considered employees of the DEPARTMENT. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.
2. Remedies; Limitations of Liability. Except for willful misconduct or gross negligence, neither party shall be liable to the other for punitive, exemplary, special, indirect, or consequential damages, including without limitation, lost profits, each party's aggregate liability being limited to the other party's direct damages, and other costs set forth herein. This paragraph may only be interpreted as further limitation of the DEPARTMENT'S exposure; it shall not be interpreted as a waiver of sovereign immunity beyond that stated in section 768.28, Florida Statutes. In addition to the foregoing, the DEPARTMENT shall not be liable to students, faculty, or SCHOOL in the event of exposure to an infectious, environmental, occupational, or other hazard not caused by the willful or negligent conduct of the DEPARTMENT.

3. Notice. When either party to this Agreement desires to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. Presently, the parties designate the following as the respective places for giving notice:

For DEPARTMENT

Name: Kerry S. Waldron
Title: Administrator
Address: 915 Nobles Ferry Road, Live Oak, FL 32060
Telephone: 386-362-2708, ext. 222
(Fax): 386-362-6301
E-mail: kerry.waldron@flhealth.gov

For SCHOOL

Name: Ted L. Roush
Title: Superintendent of Schools
School Name: Suwannee County School Board
Address: 1740 Ohio Avenue, South, Live Oak, FL 32064
Telephone: 386-647-4600
(Fax): 386-364-2635
E-mail: ted.roush@suwannee.k12.fl.us

4. Term and Renewal. Unless terminated earlier as provided herein, the term of this agreement shall be from July 1, 2022 through July 31, 2023. This agreement may be renewed on a yearly basis for no more than three years or the term of the original contract, whichever period is longer. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.

5. Termination. This agreement may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, with or without cause, unless a lesser time is mutually agreed upon in writing by both parties. Such notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The parties will thereafter work cooperatively to coordinate the termination of the services provided under this agreement.

6. Entire Agreement and Modification. This agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements, representations, and discussion, whether oral or written. This agreement may only be altered, amended, or modified in a writing signed by both parties.

7. Jurisdiction and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws 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 Suwannee County, Florida.

8. Capacity: Each individual signing this agreement on behalf of either party individually warrants that he or she has the full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.
9. Counterparts: 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 document.
10. Cooperation with the Inspector General: SCHOOL acknowledges and understands that it has a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to section 20.055(5), Florida Statutes.
11. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

IN WITNESS WHEREOF, the parties approve this agreement and have caused it to be executed by their undersigned officials who are duly authorized.

SUWANNEE COUTNY SCHOOL BOARD

STATE OF FLORIDA
DEPARTMENT OF HEALTH
SUWANNEE COUNTY HEALTH DEPARTMENT

Signature

Name: Jerry Taylor

Title: Board Chairman

Date: _____

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

"Approved as to Form and Sufficiency
BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF SUWANNEE COUNTY
AND
SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC.**

THIS AGREEMENT, by and between SUWANNEE COUNTY SCHOOL BOARD, hereinafter called the School Board, and SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC., hereafter called SV4Cs, each in consideration of the agreements to be performed by the other, agree:

1. The purpose of the School Board's Teen Parent Program is to help the teenage parent complete their high school education and become responsible parents and adults, while providing high-quality early childhood education and care to their children.
2. The purpose of SV4Cs Early Head Start (birth to 3 year olds) and Head Start (3 to 5 year olds) program is to provide high-quality child development and health services that address early childhood education, health, disabilities, social services, nutrition, mental health and parent / family / community engagement at SV4Cs Live Oak Early Head Start / Head Start locations.
3. The School Board shall pay SV4Cs for and SV4Cs shall provide child care in accordance with the Teen Parent Program Services Plan for the period beginning August 10, 2022 and ending May 31, 2023. The plan is incorporated herein by reference as if fully set forth in this agreement.
4. The services to be provided by SV4Cs shall comply with pertinent provisions of Florida Statutes and rules of the Florida Department of Education.
5. SV4Cs shall maintain all records required by the Florida Department of Education and by the School Board for purposes of audit. SV4Cs shall make available such records to the School Board or to the Florida Department of Education upon request.
6. SV4Cs shall maintain, at its own expense, such insurance coverage as required by law and by Florida Department of Education for directly provided services including liability and property damage.
7. SV4Cs acknowledges that total funding for its services under this Agreement is dependent upon State of Florida appropriations as dispersed by the Department of Education. This agreement may be terminated by either party upon 30 days written notice, if the pertinent legislative body fails to appropriate funds for this Agreement. SV4Cs agrees that it will look only to such Department of Education funding for payment for its services hereunder, and that the Suwannee County School Board shall not be obligated to pay SV4Cs any amounts other than the amounts received by Suwannee County School Board from the Department of Education for child care as indicated herein in Paragraph 8e.
8. PROVISION OF SERVICES:
 - a. Teen Parent Program staff at Suwannee High School will determine which students qualify for child care services and shall forward written referrals to SV4Cs Family Services Department for those students who qualify.

- b. SV4Cs is required by Head Start Program Performance Standards to verify that all participants meet age and income eligibility requirements. Therefore, it will be necessary to obtain information from each potential parent prior to enrollment in SV4Cs Early Head Start and Head Start program to ensure eligibility for the program.
- c. SV4Cs agrees to make enrollment opportunities available for children of Teen Parent Program participants at the beginning of the 2022-2023 school year until August 29, 2022 at Live Oak Early Head Start and Head Start locations, as age appropriate. The School Board agrees that it will identify and refer initial program participants as early as possible in the school year, but in any event no later than August 29, 2022.
- d. After August 29, 2022, Teen Parent Program participant referrals will be accepted however, immediate placement is not guaranteed. The School Board will be notified when SV4Cs program is full and the child will be placed on the waitlist.
- e. The School Board shall pay SV4Cs a rate of \$9.00/day for extended child care services until 3:30 p.m. SV4Cs will ensure that child care is available to participants on every school day. It is understood and acknowledged that the School Board will not pay for care on scheduled school holidays, even if the child attends care on that day. It is further understood and acknowledged that the School Board will pay for care on every scheduled school day, whether the child attends care or not.
- f. The School Board may identify and refer to SV4Cs teenagers who are pregnant but have not yet delivered their babies. SV4Cs will enroll these teenagers in the Early Head Start program if space is available and begin providing pre- and post-natal support services through referrals to include but not be limited to: nutritional assessments, health promotion and treatment, mental health interventions, prenatal education information on fetal development (including risks from smoking and alcohol), labor and delivery, and postpartum recovery (including maternal depression), and information on the benefits of breast feeding to all pregnant and nursing mothers. The School Board will not be charged for services to pregnant teenagers.
- g. SV4Cs will provide attendance information on children of participating teen parents to Suwannee High School or other designated school site, as requested. The School Board agrees to provide SV4Cs with reciprocal attendance information on teenage parents. In the event that a child is placed in care on a school day and SV4Cs receives a report that the parent is absent from school, SV4Cs will attempt to contact the parent to remove the child from care, as applicable.
- h. The School Board agrees to notify SV4Cs, in writing, when a student is withdrawn from school and no longer eligible for child care services. Upon receiving such written notification, SV4Cs may, at its discretion, continue to provide child care services and will stop billing the School Board for child care services as of the date of receipt of such written notice.
- i. Periodic meetings between Suwannee County School Board Teen Parent Program staff and SV4Cs Executive Director, or his/her designee, will be held to keep both parties updated on potential progress or problems.

9. SV4Cs agrees that it will save and hold School Board harmless from all cost, expenses for personal injury or death or property damage which may occur in the program by virtue of SV4Cs operation and supervision of the program.
10. If either the School Board or SV4Cs shall fail to perform, or shall breach any provisions of this Agreement, the School Board or SV4Cs may give notice to terminate this Agreement, or take such actions and pursue such remedies as provided by law. The prevailing party in any action for breach of this agreement shall be entitled to receive attorney's fees and costs incurred in such legal action.
11. This Agreement is made in the State of Florida and shall be governed by the laws of the State of Florida. All actions to enforce this agreement shall take place in a court of competent jurisdiction in Suwannee County, Florida.
12. Each party warrants and covenants to the other that the officers executing this Agreement have the authority to do so.
13. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.
14. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.
15. E-Verify – See EXHIBIT B.

In Witness Whereof, the parties hereto have set their hands and seals by their appropriate officers this ____ day of _____, 2022.

Suwannee Valley Community
Coordinated Child Care, Inc.

School Board of Suwannee County,
Florida

By: _____
Michele Ward
Executive Director
(386) 754-2233
mward@sv4cs.org

By: _____
Jerry Taylor
Chairman
Suwannee County School Board

By: _____
Ted L. Roush
Superintendent of Schools

Witness: _____

Witness: _____

"Approved as to Form and Sufficiency
BY

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Additional Staff Contact Information	
SV4Cs	Suwannee County School Board
Jeannie Boston Family / Health Services Administrator (386) 754-2222 x316 jboston@sv4cs.org	Michele Howard Coordinator of Health, Attendance, TAPP (386) 647-4277 michele.howard@suwannee.k12.fl.us
Nakia Dye Lead Family Support Specialist (386) 754-2222 x342 ndye@sv4cs.org	
Tasha Morgan Family Support Specialist (EHS) (386) 364-2915 tmorgan@sv4cs.org	
Rachel Kastor Family Support Specialist (EHS) (386) 364-2915 rkastor@sv4cs.org	
Shiloh B. Carte Family Support Specialist (HS) (386) 364-4498 sbirmingham@sv4cs.org	

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

EXHIBIT B

1. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SUWANNEE COUNTY SCHOOL BOARD

**PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT**

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and Palmer Physical Therapy, LLC ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.
- (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
- (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
- (vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
 - (i) all applicable federal, state, and local laws, rules, and regulations;
 - (ii) all applicable policies of: SCSB;
 - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for

said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, 2023, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1 (C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the

information, reasonably requested by SCSB, and SCSB shall pay each invoice within thirty (30) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:

- (a) details as to why it is considered improper,
- (b) instruction as to how Contractor can correct such invoice to make it proper, and
- (c) the opportunity to submit a corrected invoice to be paid for services performed..

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2

screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
 - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
 - (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement,

neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger Kirk P.A.
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Palmer Physical Therapy, LLC
13975 CR 136
Live Oak, FL 32060

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT B which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

24. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2022.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor, Chairman

Date

Ted L. Roush, Superintendent

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

CONTRACTOR

Witness Signature

John C. Palmer
Palmer Physical Therapy, LLC

Type or Print Name of Witness

Date

EXHIBIT A

SERVICES PROVIDED:

- Provide students of Suwannee County Schools with physical therapy services per IEPs by a qualified physical therapist or physical therapist assistant under the supervision of the physical therapist
- Screening and evaluation regarding the need for educationally relevant physical therapy
- Consultation and treatment as deemed appropriate
- In-service training as needed
- Attendance at Exceptional Student Education staffing and IEP meetings

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 46-2579525

INDIVIDUAL SOCIAL SECURITY NUMBER:

W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

The School Board will pay the Therapist for the services provided in the amount of \$65 per hour for physical therapy evaluations, physical therapy treatments, attendance at IEP meetings, time for ESE-related documentation, planning, and travel. This will be paid monthly upon receipt of billing. All hours billed will be documented by student name, activity as related to services, travel, and planning. All billed hours will be signed at the point of service by a SCSB employee.

EXHIBIT B

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

SUWANNEE COUNTY SCHOOL BOARD

**PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT**

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and Resolutions in Special Education, Inc. ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.
- (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
- (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
- (vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
 - (i) all applicable federal, state, and local laws, rules, and regulations;
 - (ii) all applicable policies of: SCSB;
 - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, 2023, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1 (C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within thirty (30) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor

does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:

- (a) details as to why it is considered improper,
- (b) instruction as to how Contractor can correct such invoice to make it proper, and
- (c) the opportunity to submit a corrected invoice to be paid for services performed.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or

control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
 - (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
 - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
 - (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such

termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger Kirk P.A.
Attorney for Suwannee County School Board
P.O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Resolutions in Special Education, Inc.
Julie J. Weatherly
6420 Tokeneak Trail
Mobile, Alabama 36695

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT B which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

24. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2022.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor, Chairman

Date

Ted L. Roush, Superintendent

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

CONTRACTOR

Witness Signature

Julie J. Weatherly, Owner
Resolutions in Special Education, Inc.

Type or Print Name of Witness

Date

Date

EXHIBIT A

SERVICES PROVIDED:

See attached proposal for the 2022-2023 school year regarding the specifics related to contract services and fees for ESE Program Consultations with RISE.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 38-3736429

IRS Form W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

***PROPOSAL TO THE SCHOOL BOARD OF SUWANNEE COUNTY FROM RESOLUTIONS IN
SPECIAL EDUCATION, INC. FOR PROFESSIONAL AND TECHNICAL SERVICES FOR ESE
PROGRAM CONSULTATIONS 2022-2023 SCHOOL YEAR***

I. BACKGROUND INFORMATION

The Director of Student Services has identified the need to receive consultative services in the areas of:

Procedures, policies and forms to comply with IDEA law, implementing regulations found at 34 CFR Part 300 and State Board of Education Rules, as they are revised, re-interpreted and promulgated.

Compliance and parent literature, in order for the ESE Department to continue to be perceived as a family friendly structure providing excellent and timely support and information to families of students with disabilities (SWD).

II. PRODUCTS AND SERVICES

The Consultant, RISE, Inc., shall provide the following products and/or services according to the timelines specified herein:

1. Provide sample policies, procedures and forms to implement IDEA law, regulations, and State rules affecting programs for SWDs in Suwannee County. Timelines are ongoing and as they happen, based on effective dates of regulations and rules. Provide sample forms and procedures of a compliance nature that are warranted and/or requested based on IDEA, self-assessment, or State rules and Special Programs and Procedures (SP&P) Document. Be onsite on designated days as needed and requested for staff development and/or to meet with the Director of Student Services and staff to facilitate any revisions to the Admissions and Placement Manual for Suwannee County.
2. Provide sample parent newsletters, if needed, containing information about compliance issues and programs affecting SWDs on a quarterly basis, with Fall 2022, Winter 2022, Spring 2023, and Summer 2023 editions.
3. Throughout the term of this agreement, be available for ongoing telephone and email consultation with the Director of Student Services.

Services provided by RISE under this Contract are not considered legal services and will not include the provision of legal services. Rather, these services are considered consultative in nature only and the district must consult with its local school board attorney for legal advice. Should RISE be needed to provide actual legal services, such as representation in a legal proceeding (such as a due process hearing, mediation or resolution session), legal research related to a specific matter, etc., such services will be provided in conjunction with the local school board attorney and pursuant to a separate Agreement or Contract and in accordance with applicable rules and provisions of the Florida Bar and relevant laws.

III. DISTRICT RESPONSIBILITIES

1. Make all arrangements pertaining to technical review of products and coordinate in-house formative reviews of documents.
2. Designate Ms. Kelly Waters, Director of Student Services, to provide direction to the Consultant and approve all drafts and invoices for payment.
3. To provide onsite duplication, supplies, word processing and facilities as needed by the Consultant.
4. To provide the Consultant with requested documents and data and to conduct other such tasks as to facilitate product development.

IV. BUDGET

The term of this agreement commences upon proposal approval/issuance of a purchase order, and terminates June 30, 2023.

I. Consultation Fees Total-\$8,500

Payments to be requested according to a mutually agreeable schedule.

Respectfully Submitted:

Julia J. Weatherly, President, Resolutions in Special
Education, Inc. (RISE); FEIN 38-3736429

Date

Approved, Kelly Waters, Director
Student Services

Date

EXHIBIT B

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

2022-2023 Career Dual Enrollment Articulation Agreement
Between the Hamilton County School Board and
Suwannee County School Board thru RIVEROAK Technical College

THIS AGREEMENT is entered into by and between the School Board of Hamilton County, Florida, hereafter referred to as the "Board"; and RIVEROAK Technical College; hereafter referred to as the "College"; and

WHEREAS, the Florida Statutes provide that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the Board wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS; the College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the Board and College accept the challenge of ensuring that every Suwannee County High School graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the Board and the College agree to the following:

- A. This agreement supersedes all previous career dual enrollment agreements between the District and College. s.1007.271 (21)(a)
- B. Career dual enrollment is available to Hamilton County high school students meeting the following criteria:
 - I. Be enrolled as a student in a Florida public secondary school.
 - II. Be classified as a high school student in grade 9, 10, 11 or 12.
 - III. Possess and maintain a minimum 2.0 unweighted grade point average (GPA).
 - IV. Meet the graduation requirements for Florida state-wide assessments.
 - V. Have a plan approved by student's high school to complete all requirements to graduate on time.
 - VI. Demonstrate readiness for postsecondary work evidenced by grade point average, a good attendance record and a satisfactory disciplinary record.
 - VII. Be recommended by student's school counselor. s.1007.271 (21)(e)
- C. The College will notify students and parents of the career dual enrollment opportunity through career and postsecondary education awareness activities in District high schools. Interested students will complete a career dual enrollment application. Students must have the approval of their high school guidance counselors. s.1007.271 (21)(b)
- D. The College will accept applications for career dual enrollment in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted

on a space available basis and with mutual agreement of the high school and College.
s.1007.271 (21)(d)

- E. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C., and detailed in *Exhibit "A"* by demonstrating proficiency based on the *Tests of Adult Basic Education, ACT or SAT*.
- F. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career dual enrollment program.
- G. Only career preparatory courses contained within the state course numbering system, and are part of a sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. s.1007.271 (21)(c) [A list of courses and programs available for career dual enrollment is detailed in *Exhibit "B"*. It includes a delineation of approved industry certification, clock hour credit and high school credit to be awarded upon completion of each course and program.]
- H. All career dual enrollment courses under this agreement will count toward high school graduation. s.1007.271(21)(f)
- I. Students participating in career dual enrollment are exempt from payment of registration, tuition, instructional materials, laboratory fees and other fees associated with the costs of attendance. If the District receives Industry Certification funds for any Secondary Certification earned the District will return the funds to the program in which the certification was earned in accordance with the Florida Career and Professional Education Act s.1003.491
- J. Students participating in career dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College's student handbook. s.1007.271 (21)(g)(i)
- K. Students will lose the opportunity to participate in the career dual enrollment program if they are disruptive to the postsecondary learning process.
- L. If the student's cumulative GPA falls below a 2.0 in their high school courses but remains above a 2.0 in their program of study at the College, student will be placed on academic probation for one (1) year and allowed to continue their program of study at the college. If the student's cumulative high school GPA is not above a 2.0 at the end of the probationary period, the student will not be allowed to re-enroll at the College. The student can be immediately withdrawn from the College when the cumulative high school GPA falls below a 2.0, if it is mutually determined by the high school and College to be in the best interest of the student.

- M. The College will report student attendance and grades to the home high school in compliance with the established District grade reporting procedures and schedule. s.1007.271(21)(m)
- N. The District will ensure all career and dual enrolled students will meet the College's requirements for admission. The District and College will collaborate to monitor and maintain individual student performance in high school and career courses. S.1007.271(21)(l)
- O. The College shall be responsive to parent inquiries of student performance and progress in the career dual enrollment program.
- P. Withdrawal - Students who are withdrawn due to loss of eligibility to participate in the dual enrollment program; or a student with permission from his/her assigned school who drops out of a dual enrollment course, must return to the assigned high school for class assignment by the Principal or designee. Students are not permitted to drop courses after the tenth day of enrollment. Students with extenuating circumstances wanting to withdraw after the tenth day of enrollment must submit a written request to both the College and high school.
- Q. The student's assigned high school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)
- R. The College will be responsible for all costs associated with presenting career instruction at the College. Instructional materials and tuition will be reimbursed through Office of Student Financial Assistance, Per Rule 6A-20.0282, FAC, Section 1009.30 F.S. for students enrolled in summer programs. The student will be responsible for self-transportation to and from the college.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

Hamilton County School Board:

Board Chairperson

Superintendent

Date

Suwannee County School Board:

Jerry Taylor, Board Chairman

Ted L. Roush, Superintendent

Mary Keen Principal/Director,
RIVEROAK Technical College

Date

"Approved as to Form and Sufficiency
BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney - 440-

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE)*.

2. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

a. Minimum SAT scores

* Verbal – 440

* Mathematics – 440

b. Minimum ACT scores

* Reading – 19

* English – 17

* Mathematics – 19

c. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled “Basic Skills and Licensure Exemption List”.

<https://www.fl DOE.org/academics/career-adult-edu/career-tech-edu/program-resources.html>

d. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/ Number	Course	OC P	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OCP	Hour s	Post Secondary Industry Cert.
Masonry									1650	
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Level 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding TechFundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006- GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3 AWELD011- SMAW Pipe AWELD012- SMAW Plate
Welding Technology Advanced									750	
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
Heating, Ventilation, Air Conditioning/Refrigeration (HVAC/R)										
						HVAC/R C400410	Introduction to HVAC/R ACR0000	A	250	
						HVAC/R C400411	HVCA/R Fundamentals ACR0001	B	250	
						HVAC/R C400412	HVCA/R Services Practices ACR0012	C	250	
Applied Engineering Technology										

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Medical Administrative Specialist									1050	
Gill, Theresa					Medical Admin. Spec. B070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)	
Gill, Theresa					B070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)	
Gill, Theresa					Medical Admin. Spec. B070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA	
Gill, Theresa					Medical Admin. Spec. B070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA	
Digital Design									600	
Poole, Pam					Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)	
Poole, Pam					Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop	
Poole, Pam					Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop	
Applied Cybersecurity										
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity	CTS0018 Cybersecurity Ass	600	A	COMPT008 COMP TIA SECURITY+
Hill, William						Applied Cybersecurity	CTS0019 Info Security MGR	150	B	
Early Childhood Education									600	
Thomas, Kimberly	8405100	Child Development 8500310	Se me	0.5		E300100	Child care worker 1 HEV0870	A	150	
Thomas, Kimberly	8405100	Ed & Training Directed Study 8500100	Se me ster	0.5		E300100	Child care worker 2 HEV0871	B	150	
Thomas, Kimberly	8405100	Early Childhood Education 1 8405110	A	1		E300100	Teacher Aide (Preschool) HEV0872	C	150	
Thomas, Kimberly	8405100	Early Childhood Education 2 8405120	B	1		E300100	Preschool Teacher HEV0873	D	150	
Thomas, Kimberly	8405100	Early Childhood Education 3 8405130	C	1						
Thomas, Kimberly	8405100	Early Childhood Education 4 8405140	D	1						
Cosmetology									1200	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist

Nails Specialty									180	
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210		0.5		D500100	CSP0016 Mani and Pedi Spec		180	FLDOP008 Nail Specialist
Thornton, Greta	8757310	8757310 Nails Specialty 2		0.5						
Thornton, Greta	8757320	8757320 Nails Specialty 3		1						
Thornton, Greta	8901000	Directed Study 8901000		0.5						
Facials Specialty									220	
Thornton, Greta Maxwell, Catherine						Facials/ Skin Care I120424	Facials/Skin Care CSP0266		220	FLDOP009 Facial Specialist
Commercial Foods & Culinary Arts									1200	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager ServeSafe
Automotive Collision Technology									1400	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician T401300	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structural Analysis (B3)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B5)
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Structural Damage Repair Tech.	F	350	
Automotive Service Technology 1									1050	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Steering (T5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systems (T6)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)

Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1						
Blackmon, William						Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300	
Blackmon, William						Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150	
Blackmon, William						Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150	
Blackmon, William						Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150	
Practical Nursing									350	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)
Willis, Jessica						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90	
Willis, Jessica						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75	
Willis, Jessica						Patient Care Technician H170694	HCP0332	C	50	FDMQA002 Certified Nursing Assistant
Willis, Jessica						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech
Willis, Jessica						H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician
Willis, Jessica						H170694	MEA0580	F	100	
Willis, Jessica						H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician
Pharmacy Technician									350	
Miller, Katie						Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90	
Miller, Katie						H170700	Pharmacy Technician 1 PTN0084		360	
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 2 PTN0085		300	
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician
Surgical Technology									330	
West, Traci						Surgical Technology H170211	Basic Healthcare Worker HSC003	A	90	
West, Traci						Surgical Technology H170211	Central Supply Technician STS0015	B	210	
West, Traci						Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
West, Traci						Surgical Technology H170211	Surgical Technologist 2 STS0011		343	

West, Traci					Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certified
Senea, Shari						Basic Healthcare Worker HSC0003	A	90	
Senea, Shari						Phlebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nurse Aide & Orderly									
Thompson, Traci / Rebecca Futch					CAN H170602	Nurse Aide & Orderly PRN0090	A		FDMQA001 Certified Nursing Assitant



RIVEROAK TECHNICAL COLLEGE

415 SW Pinewood Drive • Live Oak, Florida 32064 • Phone (386) 647-4210 • Fax (386) 364-4698

Dual Enrollment Application

Current District of Enrollment

Current School of Enrollment

Grade Level

Local Student ID #

FLEID #

LAST NAME

FIRST NAME

MIDDLE NAME

Social Security Number:

(Federal Legislation and FL statute 119.071(5) requires the collection of social security numbers.)

☐ Male ☐ Female

Mailing Address

City

County

State

Zip Code

Home Phone Number

Cell Phone Number

E-mail Address

Emergency Contact Name

Phone Number

Relationship

Date of Birth:

Month

Day

Year

Place of Birth:

City

State

What is the primary language spoken in your home?

Ethnicity: CHECK ☒ ALL THAT APPLY TO YOU:

☐ White

☐ Black or
African American

☐ Hispanic or
Latino

☐ American Indian or
Alaskan Native

☐ Asian

☐ Native Hawaiian or
Pacific Islander

☐ Race/Ethnicity
Unknown

Are you a Nonresident Alien? ☐ Yes or ☐ No

(An Individual who has been admitted temporarily to the US as a non-immigrant, but is not a citizen, including those granted student visas.)

Are you currently on a _____ McKay or _____ FES Scholarship? _____ N/A

Do you have a Facebook account? ☐ Yes or ☐ No

RIVEROAK Technical College provides high school students with the opportunity to take technical classes (electives) while taking required academic courses at their high school. Students receive Industry level training in work environment labs. High school students are exempt from paying tuition while enrolled in high school.

Attendance- High School students will be expected to follow the attendance policy of the high school.

Tardy Policy: Students are expected to report to class on time.

Classroom Expectations: Students are expected to behave in a responsible and professional manner. Safety rules must be followed at all times. A student may be dismissed from the program of study if they do not maintain a 2.0 or higher GPA in their RIVEROAK courses.

Dress Code- Students are expected to adhere to the dress code as stated in the Suwannee District Code of Conduct. If the program has specific dress requirement then those must be followed.

Discipline- A student must be respectful to faculty, staff, and other students at RIVEROAK Technical College at all times. While in a program a student must follow all guidelines set forth by the Institution. A student must comply with the Suwannee District Code of Conduct. Any serious violations will result in immediate dismissal from the program.

The Suwannee County School Board advises that all vocational opportunities will be offered without regard to race, color, national origin, sex, or disability. The lack of English Language skills will not be a barrier to admission and participation in vocational education programs. Program offerings include Adult Education; Business Management and Administration; Community Education; Health Sciences; Architecture and Construction Education; Transportation, Distribution and Logistics; and Hospitality and Tourism. RIVEROAK Technical College serves adults, high school students and dual enrollment students. Admission is open to adults who are at least 16 years old and not presently enrolled in a secondary school. Admission is also open to secondary students grades 9-12 as part of a regular secondary credit earning program. Equity Coordinator contact information: Mr. Ronald Gray, Suwannee County School Board 1740 Ohio Avenue, South Live Oak, FL 32064



Accredited by the Council on Occupational Education • 7840 Roswell Road, Bldg. 300, Suite 325 • Atlanta, GA 30350

RIVEROAK TECHNICAL COLLEGE

Dual Enrollment Request 2022-2023

Student Name _____ Grade _____

Program requested (see list below) _____

Time block requested _____ High School _____

Y100300 Applied Cyber Security—Hill (1st lunch) 1st- 5th Period – Single or Blocked

B070300 Medical Administrative Specialist—Gill (2nd lunch) Blocked 1st & 2nd or 3rd & 4th

N100500 Commercial Foods and Culinary Arts/ Professional Culinary Arts
and Hospitality—Kelly (2nd lunch) Blocked 1st-2nd, 3rd-4th or 5th-6th

I470608 Automotive Service Technician—Blackmon (1st lunch) First year either 2nd or 3rd period
Second year and beyond blocked 4th & 5th or 6th & 7th

T401300 Automotive Collision Technology Technician Ragan (1st lunch) First year either 2nd or 3rd
period
Second year and beyond blocked 4th & 5th or 6th & 7th

I463112 Brick and Block Masonry 9:05-10:50 - Bass (1st lunch) Blocked 2nd-3rd, 4th-5th or 6th-7th

I460312 Electricity—Ulmer (1st lunch) Blocked 2nd-3rd, 4th-5th, or 6th-7th

J400400 Welding Technology—Mercer (1st lunch) Blocked 2nd-3rd, 4th-5th, or 6th-7th

8757300 Nail Technology—Thornton (2nd lunch) Blocked 1st-2nd, 3rd-4th or 5th-6th

8401110 Applied Engineering Technology - Ulmer (1st lunch)

8401110 Applied Engineering Technology 1- 1 Credit

8401120 Applied Engineering Technology 2- 1 Credit

8401130 Applied Engineering Technology 3- 1 Credit

Single Period 1st period only

Single Period 1st period only

Single Period 1st period only

***H170694 Patient Care Technician- Stratton ***

Full Time Seniors ONLY, MUST BE 18

8:00-3:30pm

2022-2023 Career Dual Enrollment Articulation Agreement
Between the Lafayette County School Board and
Suwannee County School Board thru RIVEROAK Technical College

THIS AGREEMENT is entered into by and between the School Board of Lafayette County, Florida, hereafter referred to as the "Board"; and RIVEROAK Technical College; hereafter referred to as the "College"; and

WHEREAS, the Florida Statutes provide that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the Board wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS; the College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the Board and College accept the challenge of ensuring that every Suwannee County High School graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the Board and the College agree to the following:

- A. This agreement supersedes all previous career dual enrollment agreements between the District and College. s.1007.271 (21)(a)
- B. Career dual enrollment is available to Lafayette County high school students meeting the following criteria:
 - I. Be enrolled as a student in a Florida public secondary school.
 - II. Be classified as a high school student in grade 9, 10, 11 or 12.
 - III. Possess and maintain a minimum 2.0 unweighted grade point average (GPA).
 - IV. Meet the graduation requirements for Florida state-wide assessments.
 - V. Have a plan approved by student's high school to complete all requirements to graduate on time.
 - VI. Demonstrate readiness for postsecondary work evidenced by grade point average, a good attendance record and a satisfactory disciplinary record.
 - VII. Be recommended by student's school counselor. s.1007.271 (21)(e)
- C. The College will notify students and parents of the career dual enrollment opportunity through career and postsecondary education awareness activities in District high schools. Interested students will complete a career dual enrollment application. Students must have the approval of their high school guidance counselors. s.1007.271 (21)(b)
- D. The College will accept applications for career dual enrollment in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted

on a space available basis and with mutual agreement of the high school and College.
s.1007.271 (21)(d)

- E. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C., and detailed in *Exhibit "A"* by demonstrating proficiency based on the *Tests of Adult Basic Education, ACT or SAT*.
- F. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career dual enrollment program.
- G. Only career preparatory courses contained within the state course numbering system, and are part of a sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. s.1007.271 (21)(c) [A list of courses and programs available for career dual enrollment is detailed in *Exhibit "B"*. It includes a delineation of approved industry certification, clock hour credit and high school credit to be awarded upon completion of each course and program.]
- H. All career dual enrollment courses under this agreement will count toward high school graduation. s.1007.271(21)(f)
- I. Students participating in career dual enrollment are exempt from payment of registration, tuition, instructional materials, laboratory fees and other fees associated with the costs of attendance. If the District receives Industry Certification funds for any Secondary Certification earned the District will return the funds to the program in which the certification was earned in accordance with the Florida Career and Professional Education Act s.1003.491
- J. Students participating in career dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College's student handbook. s.1007.271 (21)(g)(i)
- K. Students will lose the opportunity to participate in the career dual enrollment program if they are disruptive to the postsecondary learning process.
- L. If the student's cumulative GPA falls below a 2.0 in their high school courses but remains above a 2.0 in their program of study at the College, student will be placed on academic probation for one (1) year and allowed to continue their program of study at the college. If the student's cumulative high school GPA is not above a 2.0 at the end of the probationary period, the student will not be allowed to re-enroll at the College. The student can be immediately withdrawn from the College when the cumulative high school GPA falls below a 2.0, if it is mutually determined by the high school and College to be in the best interest of the student.

- M. The College will report student attendance and grades to the home high school in compliance with the established District grade reporting procedures and schedule. s.1007.271(21)(m)
- N. The District will ensure all career and dual enrolled students will meet the College's requirements for admission. The District and College will collaborate to monitor and maintain individual student performance in high school and career courses. S.1007.271(21)(l)
- O. The College shall be responsive to parent inquiries of student performance and progress in the career dual enrollment program.
- P. Withdrawal - Students who are withdrawn due to loss of eligibility to participate in the dual enrollment program; or a student with permission from his/her assigned school who drops out of a dual enrollment course, must return to the assigned high school for class assignment by the Principal or designee. Students are not permitted to drop courses after the tenth day of enrollment. Students with extenuating circumstances wanting to withdraw after the tenth day of enrollment must submit a written request to both the College and high school.
- Q. The student's assigned high school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)
- R. The College will be responsible for all costs associated with presenting career instruction at the College. Instructional materials and tuition will be reimbursed through Office of Student Financial Assistance, Per Rule 6A-20.0282, FAC, Section 1009.30 F.S. for students enrolled in summer programs. The student will be responsible for self-transportation to and from the college.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

Lafayette County School Board:

Board Chairperson

Superintendent

Date

Suwannee County School Board:

Jerry Taylor, Board Chairman

Ted L. Roush, Superintendent

Mary Keen Principal/Director,
RIVEROAK Technical College

Date

"Approved as to Form and Sufficiency
BY

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE)*.

2. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

a. Minimum SAT scores

* Verbal – 440

* Mathematics – 440

b. Minimum ACT scores

* Reading – 19

* English – 17

* Mathematics – 19

c. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled “Basic Skills and Licensure Exemption List”.

<https://www.fldoe.org/academics/career-adult-edu/career-tech-edu/program-resources.html>

d. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/ Number	Course	OC P	Cred t	Secondary Industry Cert	Post Secondary Program/Number	Course	OC P	Hour s	Post Secondary Industry Cert.
Masonry									1650	
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Level 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding TechFundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006- GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3 AWELD011- SMAW Pipe AWELD012- SMAW Plate
Welding Technology/Advanced									750	
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
						HVAC/R C400410	Introduction to HVAC/R ACR0000	A	250	
						HVAC/R C400411	HVCA/R Fundamentals ACR0001	B	250	
						HVAC/R C400412	HVCA/R Services Practices ACR0012	C	250	
Applied Engineering Technology										

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Medical/Administrative Specialist									1050	
Gill, Theresa					Medical Admin. Spec. B070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)	
Gill, Theresa					B070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)	
Gill, Theresa					Medical Admin. Spec. B070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA	
Gill, Theresa					Medical Admin. Spec. B070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA	
Digital Design									300	
Poole, Pam					Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)	
Poole, Pam					Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop	
Poole, Pam					Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop	
Applied Cybersecurity										
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity	CTS0018 Cybersecurity Ass	600	A	COMPT008 COMP TIA SECURITY+
Hill, William						Applied Cybersecurity	CTS0019 Info Security MGR	150	B	
Early Childhood Education									600	
Thomas, Kimberly	8405100	Child Development 8500310	Se me	0.5	E300100	Child care worker 1 HEV0870	A	150		
Thomas, Kimberly	8405100	Ed & Training Directed Study 8500100	Se me ster	0.5	E300100	Child care worker 2 HEV0871	B	150		
Thomas, Kimberly	8405100	Early Childhood Education 1 8405110	A	1	E300100	Teacher Aide (Preschool) HEV0872	C	150		
Thomas, Kimberly	8405100	Early Childhood Education 2 8405120	B	1	E300100	Preschool Teacher HEV0873	D	150		
Thomas, Kimberly	8405100	Early Childhood Education 3 8405130	C	1						
Thomas, Kimberly	8405100	Early Childhood Education 4 8405140	D	1						
Maxwell, Janie Sullivan, Patty					Cosmetology D500100	Grooming & Salon Services CSP0009 Cosmetologist & Hairdresser 1		225		
Maxwell, Janie Sullivan, Patty					Cosmetology D500100	COS0002		300		
Maxwell, Janie Sullivan, Patty					Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300		
Maxwell, Janie Sullivan, Patty					Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist	

Nails Specialty									180	
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210		0.5		D500100	CSP0016 Mani and Pedit Spec		180	FLDOP008 Nail Specialist
Thornton, Greta	8757310	8757310 Nails Specialty 2		0.5						
Thornton, Greta	8757320	8757320 Nails Specialty 3		1						
Thornton, Greta	8901000	Directed Study 8901000		0.5						
Facials Specialty									220	
Thornton, Greta Maxwell, Catherine						Facials/ Skin Care I120424	Facials/Skin Care CSP0266		220	FLDOP009 Facial Specialist
Commercial Foods & Culinary Arts									1200	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0170 Cook- Restaurant	B	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager ServeSafe
Automotive Collision Technology									1400	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician T401300	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structural Analysis (B3)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Structural Damage Repair Tech.	F	350	
Automotive Service Technology 1									1050	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Steering (T5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systems (T6)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)

Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	8	1						
Blackmon, William						Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300	
Blackmon, William						Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150	
Blackmon, William						Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150	
Blackmon, William						Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150	
Practical Nursing									300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)
Willis, Jessica						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90	
Willis, Jessica						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75	
Willis, Jessica						H170694	HCP0332	C	50	FDMQA002 Certified Nursing Assistant
Willis, Jessica						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech
Willis, Jessica						H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician
Willis, Jessica						H170694	MEA0580	F	100	
Willis, Jessica						H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician
Pharmacy Technician									300	
Miller, Katie						Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90	
Miller, Katie						H170700	Pharmacy Technician 1 PTN0084		360	
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 2 PTN0085		300	
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300	PTC6D001 Pharmacy Technician
Surgical Technology									330	
West, Traci						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
West, Traci						Surgical Technology H170211	Central Supply Technician STS0015	B	210	
West, Traci						Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
West, Traci						Surgical Technology H170211	Surgical Technologist 2 STS0011		343	

West, Traci					Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certified
Senea, Shari						Basic Healthcare Worker HSC0003	A	90	
Senea, Shari						Phlebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nurse Aide & Orderly									
Thompson, Traci / Rebecca Futch					CAN H170602	Nurse Aide & Orderly PRN0090	A		FDMA001 Certified Nursing Assitant



RIVEROAK TECHNICAL COLLEGE

415 SW Pinewood Drive • Live Oak, Florida 32064 • Phone (386) 647-4210 • Fax (386) 364-4698

Dual Enrollment Application

_____ Current District of Enrollment		_____ Current School of Enrollment		_____ Grade Level	
_____ Local Student ID #		_____ FLEID #			
_____ LAST NAME		_____ FIRST NAME		_____ MIDDLE NAME	
Social Security Number: _____ (Federal Legislation and FL statute 119.071(5) requires the collection of social security numbers.)				<input type="checkbox"/> Male <input type="checkbox"/> Female	
_____ Mailing Address		_____ City	_____ County	_____ State	_____ Zip Code
_____ Home Phone Number		_____ Cell Phone Number		_____ E-mail Address	
_____ Emergency Contact Name		_____ Phone Number		_____ Relationship	
Date of Birth: ____/____/____ Month Day Year		Place of Birth: _____ City		_____ State	
What is the primary language spoken in your home? _____					

Ethnicity : CHECK ☒ ALL THAT APPLY TO YOU:

☐ White ☐ Black or African American ☐ Hispanic or Latino ☐ American Indian or Alaskan Native ☐ Asian ☐ Native Hawaiian or Pacific Islander ☐ Race/Ethnicity Unknown

Are you a Nonresident Alien? ☐ Yes or ☐ No

(An individual who has been admitted temporarily to the US as a non-immigrant, but is not a citizen, including those granted student visas.)

Are you currently on a _____ McKay or _____ FES Scholarship? _____ N/A

Do you have a Facebook account? ☐ Yes or ☐ No

RIVEROAK Technical College provides high school students with the opportunity to take technical classes (electives) while taking required academic courses at their high school. Students receive industry level training in work environment labs. High school students are exempt from paying tuition while enrolled in high school.

Attendance- High School students will be expected to follow the attendance policy of the high school.

Tardy Policy: Students are expected to report to class on time.

Classroom Expectations: Students are expected to behave in a responsible and professional manner. Safety rules must be followed at all times. A student may be dismissed from the program of study if they do not maintain a 2.0 or higher GPA in their RIVEROAK courses.

Dress Code- Students are expected to adhere to the dress code as stated in the Suwannee District Code of Conduct. If the program has specific dress requirement then those must be followed.

Discipline- A student must be respectful to faculty, staff, and other students at RIVEROAK Technical College at all times. While in a program a student must follow all guidelines set forth by the institution. A student must comply with the Suwannee District Code of Conduct. Any serious violations will result in immediate dismissal from the program.

The Suwannee County School Board advises that all vocational opportunities will be offered without regard to race, color, national origin, sex, or disability. The lack of English language skills will not be a barrier to admission and participation in vocational education programs. Program offerings include Adult Education; Business Management and Administration; Community Education; Health Sciences; Architecture and Construction Education; Transportation, Distribution and Logistics; and Hospitality and Tourism. RIVEROAK Technical College serves adults, high school students and dual enrollment students. Admission is open to adults who are at least 16 years old and not presently enrolled in a secondary school. Admission is also open to secondary students grades 9-12 as part of a regular secondary credit earning program. Equity Coordinator contact information: Mr. Ronald Gray, Suwannee County School Board 1740 Ohio Avenue, South Live Oak, FL 32064



Accredited by the Council on Occupational Education • 7840 Roswell Road, Bldg. 300, Suite 325 • Atlanta, GA 30350

RIVEROAK TECHNICAL COLLEGE

Dual Enrollment Request 2022-2023

Student Name _____ Grade _____

Program requested (see list below) _____

Time block requested _____ High School _____

Y100300 Applied Cyber Security—Hill (1st lunch) 1st- 5th Period – Single or Blocked

B070300 Medical Administrative Specialist—Gill (2nd lunch) Blocked 1st & 2nd or 3rd & 4th

N100500 Commercial Foods and Culinary Arts/ Professional Culinary Arts and Hospitality—Kelly (2nd lunch) Blocked 1st-2nd, 3rd-4th or 5th-6th

I470608 Automotive Service Technician—Blackmon (1st lunch) First year either 2nd or 3rd period
Second year and beyond blocked 4th & 5th or 6th & 7th

T401300 Automotive Collision Technology Technician Ragan (1st lunch) First year either 2nd or 3rd
period
Second year and beyond blocked 4th & 5th or 6th & 7th

I463112 Brick and Block Masonry 9:05-10:50 - Bass (1st lunch) Blocked 2nd-3rd, 4th-5th or 6th-7th

I460312 Electricity -Ulmer (1st lunch) Blocked 2nd-3rd, 4th-5th, or 6th-7th

J400400 Welding Technology -Mercer (1st lunch) Blocked 2nd-3rd, 4th-5th, or 6th-7th

8757300 Nail Technology -Thornton (2nd lunch) Blocked 1st-2nd, 3rd-4th or 5th-6th

8401110 Applied Engineering Technology - Ulmer (1st lunch)
8401110 Applied Engineering Technology 1- 1 Credit Single Period 1st period only
8401120 Applied Engineering Technology 2- 1 Credit Single Period 1st period only
8401130 Applied Engineering Technology 3- 1 Credit Single Period 1st period only

***H170694 Patient Care Technician- Stratton ***
Full Time Seniors ONLY, MUST BE 18

8:00-3:30pm

2022-2023 Career Dual Enrollment Articulation Agreement
Between the Madison County School Board and
Suwannee County School Board thru RIVEROAK Technical College

THIS AGREEMENT is entered into by and between the School Board of Madison County, Florida, hereafter referred to as the "Board"; and RIVEROAK Technical College; hereafter referred to as the "College"; and

WHEREAS, the Florida Statutes provide that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the Board wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS; the College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the Board and College accept the challenge of ensuring that every Suwannee County High School graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the Board and the College agree to the following:

- A. This agreement supersedes all previous career dual enrollment agreements between the District and College. s.1007.271 (21)(a)
- B. Career dual enrollment is available to Madison County high school students meeting the following criteria:
 - I. Be enrolled as a student in a Florida public secondary school.
 - II. Be classified as a high school student in grade 9, 10, 11 or 12.
 - III. Possess and maintain a minimum 2.0 unweighted grade point average (GPA).
 - IV. Meet the graduation requirements for Florida state-wide assessments.
 - V. Have a plan approved by student's high school to complete all requirements to graduate on time.
 - VI. Demonstrate readiness for postsecondary work evidenced by grade point average, a good attendance record and a satisfactory disciplinary record.
 - VII. Be recommended by student's school counselor. s.1007.271 (21)(e)
- C. The College will notify students and parents of the career dual enrollment opportunity through career and postsecondary education awareness activities in District high schools. Interested students will complete a career dual enrollment application. Students must have the approval of their high school guidance counselors. s.1007.271 (21)(b)
- D. The College will accept applications for career dual enrollment in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted

on a space available basis and with mutual agreement of the high school and College.
s.1007.271 (21)(d)

- E. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C., and detailed in *Exhibit "A"* by demonstrating proficiency based on the *Tests of Adult Basic Education, ACT or SAT*.
- F. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career dual enrollment program.
- G. Only career preparatory courses contained within the state course numbering system, and are part of a sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. s.1007.271 (21)(c) [A list of courses and programs available for career dual enrollment is detailed in *Exhibit "B"*. It includes a delineation of approved industry certification, clock hour credit and high school credit to be awarded upon completion of each course and program.]
- H. All career dual enrollment courses under this agreement will count toward high school graduation. s.1007.271(21)(f)
- I. Students participating in career dual enrollment are exempt from payment of registration, tuition, instructional materials, laboratory fees and other fees associated with the costs of attendance. If the District receives Industry Certification funds for any Secondary Certification earned the District will return the funds to the program in which the certification was earned in accordance with the Florida Career and Professional Education Act s.1003.491
- J. Students participating in career dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College's student handbook. s.1007.271 (21)(g)(i)
- K. Students will lose the opportunity to participate in the career dual enrollment program if they are disruptive to the postsecondary learning process.
- L. If the student's cumulative GPA falls below a 2.0 in their high school courses but remains above a 2.0 in their program of study at the College, student will be placed on academic probation for one (1) year and allowed to continue their program of study at the college. If the student's cumulative high school GPA is not above a 2.0 at the end of the probationary period, the student will not be allowed to re-enroll at the College. The student can be immediately withdrawn from the College when the cumulative high school GPA falls below a 2.0, if it is mutually determined by the high school and College to be in the best interest of the student.

- M. The College will report student attendance and grades to the home high school in compliance with the established District grade reporting procedures and schedule. S.1007.271(21)(m)
- N. The District will ensure all career and dual enrolled students will meet the College's requirements for admission. The District and College will collaborate to monitor and maintain individual student performance in high school and career courses. S.1007.271(21)(l)
- O. The College shall be responsive to parent inquiries of student performance and progress in the career dual enrollment program.
- P. Withdrawal - Students who are withdrawn due to loss of eligibility to participate in the dual enrollment program; or a student with permission from his/her assigned school who drops out of a dual enrollment course, must return to the assigned high school for class assignment by the Principal or designee. Students are not permitted to drop courses after the tenth day of enrollment. Students with extenuating circumstances wanting to withdraw after the tenth day of enrollment must submit a written request to both the College and high school.
- Q. The student's assigned high school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)
- R. The College will be responsible for all costs associated with presenting career instruction at the College. Instructional materials and tuition will be reimbursed through Office of Student Financial Assistance, Per Rule 6A-20.0282, FAC, Section 1009.30 F.S. for students enrolled in summer programs. The student will be responsible for self-transportation to and from the college.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

Madison County School Board:

Board Chairperson

Superintendent

Date

Suwannee County School Board:

Jerry Taylor, Board Chairman

Ted L. Roush, Superintendent

Mary Keen Principal/Director,
RIVEROAK Technical College

Date

"Approved as to Form and Sufficiency
BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney
-462-

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE)*.

2. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

a. Minimum SAT scores

* Verbal – 440

* Mathematics – 440

b. Minimum ACT scores

* Reading – 19

* English – 17

* Mathematics – 19

c. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled “Basic Skills and Licensure Exemption List”.

<https://www.fldoe.org/academics/career-adult-edu/career-tech-edu/program-resources.html>

d. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/Number	Course	OC P	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OC P	Hours	Post Secondary Industry Cert
Masonry									1650	
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Level 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006- GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3
										AWELD011- SMAW Pipe AWELD012- SMAW Plate
Welding Technology Advanced									750	
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
						HVAC/R C400410	Introduction to HVAC/R ACR0000	A	250	
						HVAC/R C400411	HVCA/R Fundamentals ACR0001	B	250	
						HVAC/R C400412	HVCA/R Services Practices ACR0012	C	250	
Applied Engineering Technology										

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Medical/Administrative Specialist									1050	
Gill, Theresa						Medical Admin. Spec. B070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						B070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						Medical Admin. Spec. B070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Gill, Theresa						Medical Admin. Spec. B070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Digital Design									699	
Poole, Pam						Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Poole, Pam						Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Poole, Pam						Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Applied Cybersecurity										
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity	CTS0018 Cybersecurity Ass	600	A	COMPT008 COMP TIA SECURITY+
Hill, William						Applied Cybersecurity	CTS0019 Info Security MGR	150	B	
Early Childhood Education									600	
Thomas, Kimberly	8405100	Child Development 8500310	Se me	0.5		E300100	Child care worker 1 HEV0870	A	150	
Thomas, Kimberly	8405100	Ed & Training Directed Study 8500100	Se me ster	0.5		E300100	Child care worker 2 HEV0871	B	150	
Thomas, Kimberly	8405100	Early Childhood Education 1 8405110	A	1		E300100	Teacher Aide (Preschool) HEV0872	C	150	
Thomas, Kimberly	8405100	Early Childhood Education 2 8405120	B	1		E300100	Preschool Teacher HEV0873	D	150	
Thomas, Kimberly	8405100	Early Childhood Education 3 8405130	C	1						
Thomas, Kimberly	8405100	Early Childhood Education 4 8405140	D	1						
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist

Nail Specialty									
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210	0.5		D500100	CSP0016 Mani and Pedi Spec	180	FLDOP008 Nail Specialist	
Thornton, Greta	8757310	8757310 Nails Specialty 2	0.5						
Thornton, Greta	8757320	8757320 Nails Specialty 3	1						
Thornton, Greta	8901000	Directed Study 8901000	0.5						
Facials Specialty									
Thornton, Greta Maxwell, Catherine					Facials/ Skin Care 120424	Facials/Skin Care CSP0266	220	FLDOP009 Facial Specialist	
Commercial Foods & Culinary Arts									
Sinclair, John Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300
Sinclair, John Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300
Sinclair, John Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300
Sinclair, John Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300
Automotive Collision Technology									
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088 ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician	ARR0141 Auto Coll. Refin. Technician	B	450
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Structural Damage Repair Tech.	F	350
Automotive Service Technology									
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150

Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1						
Blackmon, William						Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300	
Blackmon, William						Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150	
Blackmon, William						Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150	
Blackmon, William						Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150	
Practical Nursing									1350	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)
Willis, Jessica						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90	
Willis, Jessica						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75	
Willis, Jessica						H170694	HCP0332	C	50	FDMQA002 Certified Nursing Assistant
Willis, Jessica						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech
Willis, Jessica						H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician
Willis, Jessica						H170694	MEA0580	F	100	
Willis, Jessica						H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician
Pharmacy Technician									1050	
Miller, Katie						Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90	
Miller, Katie						H170700	Pharmacy Technician 1 PTN0084		360	
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 2 PTN0085		300	
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300	PTC8D001 Pharmacy Technician
Surgical Technology									1350	
West, Traci						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
West, Traci						Surgical Technology H170211	Central Supply Technician STS0015	B	210	
West, Traci						Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
West, Traci						Surgical Technology H170211	Surgical Technologist 2 STS0011		343	

West, Traci						Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certified
Senea, Shari							Basic Healthcare Worker HSC0003	A	90	
Senea, Shari							Phlebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nurse Aide & Orderly										
Thompson, Traci / Rebecca Futch						CAN H170602	Nurse Aide & Orderly PRN0090	A		FDMQA001 Certified Nursing Assitant



RIVEROAK TECHNICAL COLLEGE

415 SW Pinewood Drive • Live Oak, Florida 32064 • Phone (386) 647-4210 • Fax (386) 364-4698

Dual Enrollment Application

Current District of Enrollment		Current School of Enrollment		Grade Level	
Local Student ID #		FLEID #			
LAST NAME		FIRST NAME		MIDDLE NAME	
Social Security Number: _____				<input type="checkbox"/> Male <input type="checkbox"/> Female	
(Federal Legislation and FL statute 119.071(5) requires the collection of social security numbers.)					
Mailing Address		City	County	State	Zip Code
Home Phone Number		Cell Phone Number	E-mail Address		
Emergency Contact Name		Phone Number	Relationship		
Date of Birth: ____/____/____		Place of Birth: _____			
Month Day Year		City		State	

What is the primary language spoken in your home? _____

Ethnicity : CHECK ☒ ALL THAT APPLY TO YOU:

- ☐ White
 ☐ Black or African American
 ☐ Hispanic or Latino
 ☐ American Indian or Alaskan Native
 ☐ Asian
 ☐ Native Hawaiian or Pacific Islander
 ☐ Race/Ethnicity Unknown

Are you a Nonresident Alien? ☐ Yes or ☐ No

(An Individual who has been admitted temporarily to the US as a non-immigrant, but is not a citizen, including those granted student visas.)

Are you currently on a _____ McKay or _____ FES Scholarship? _____ N/A

Do you have a Facebook account? ☐ Yes or ☐ No

RIVEROAK Technical College provides high school students with the opportunity to take technical classes (electives) while taking required academic courses at their high school. Students receive industry level training in work environment labs. High school students are exempt from paying tuition while enrolled in high school.

Attendance- High School students will be expected to follow the attendance policy of the high school.

Tardy Policy: Students are expected to report to class on time.

Classroom Expectations: Students are expected to behave in a responsible and professional manner. Safety rules must be followed at all times. A student may be dismissed from the program of study if they do not maintain a 2.0 or higher GPA in their RIVEROAK courses.

Dress Code- Students are expected to adhere to the dress code as stated in the Suwannee District Code of Conduct. If the program has specific dress requirement then those must be followed.

Discipline- A student must be respectful to faculty, staff, and other students at RIVEROAK Technical College at all times. While in a program a student must follow all guidelines set forth by the institution. A student must comply with the Suwannee District Code of Conduct. Any serious violations will result in immediate dismissal from the program.

The Suwannee County School Board advises that all vocational opportunities will be offered without regard to race, color, national origin, sex, or disability. The lack of English Language skills will not be a barrier to admission and participation in vocational education programs. Program offerings include Adult Education; Business Management and Administration; Community Education; Health Sciences; Architecture and Construction Education; Transportation, Distribution and Logistics; and Hospitality and Tourism. RIVEROAK Technical College serves adults, high school students and dual enrollment students. Admission is open to adults who are at least 16 years old and not presently enrolled in a secondary school. Admission is also open to secondary students grades 9-12 as part of a regular secondary credit earning program. Equity Coordinator contact information: Mr. Ronald Gray, Suwannee County School Board 1740 Ohio Avenue, South Live Oak, FL 32064



Accredited by the Council on Occupational Education • 7840 Roswell Road, Bldg. 300, Suite 325 • Atlanta, GA 30350

RIVEROAK TECHNICAL COLLEGE

Dual Enrollment Request 2022-2023

Student Name _____ Grade _____

Program requested (see list below) _____

Time block requested _____ High School _____

Y100300 Applied Cyber Security—Hill (1st lunch) 1st- 5th Period – Single or Blocked

B070300 Medical Administrative Specialist--Gill (2nd lunch) Blocked 1st & 2nd or 3rd & 4th

N100500 Commercial Foods and Culinary Arts/ Professional Culinary Arts
and Hospitality—Kelly (2nd lunch) Blocked 1st-2nd, 3rd-4th or 5th-6th

I470608 Automotive Service Technician --Blackmon (1st lunch) First year either 2nd or 3rd period
Second year and beyond blocked 4th & 5th or 6th & 7th

T401300 Automotive Collision Technology Technician Ragan (1st lunch) First year either 2nd or 3rd
period
Second year and beyond blocked 4th & 5th or 6th & 7th

I463112 Brick and Block Masonry 9:05-10:50 - Bass (1st lunch) Blocked 2nd-3rd, 4th-5th or 6th-7th

I460312 Electricity -Ulmer (1st lunch) Blocked 2nd-3rd, 4th-5th, or 6th-7th

J400400 Welding Technology -Mercer (1st lunch) Blocked 2nd-3rd, 4th-5th, or 6th-7th

8757300 Nail Technology -Thornton (2nd lunch) Blocked 1st-2nd, 3rd-4th or 5th-6th

8401110 Applied Engineering Technology - Ulmer (1st lunch)

8401110 Applied Engineering Technology 1- 1 Credit

8401120 Applied Engineering Technology 2- 1 Credit

8401130 Applied Engineering Technology 3- 1 Credit

Single Period 1st period only

Single Period 1st period only

Single Period 1st period only

***H170694 Patient Care Technician- Stratton ***

Full Time Seniors ONLY, MUST BE 18

8:00-3:30pm

2022-2023 Career Dual Enrollment Articulation Agreement

Between the Suwannee County School Board and RIVEROAK Technical College

THIS AGREEMENT is entered into by and between the School Board of Suwannee County, Florida, hereafter referred to as the "Board"; and RIVEROAK Technical College; hereafter referred to as the "College"; and

WHEREAS, the Florida Statutes provides that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the Board wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS; the College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the Board and College accept the challenge of ensuring that every Suwannee County High School graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the Board and the College agree to the following:

- A. This agreement supersedes all previous career dual enrollment agreements between the District and College. s.1007.271 (21)(a)
- B. Career dual enrollment is available to all Suwannee County high school students meeting the following criteria:
 - I. Be enrolled as a student in a Florida public secondary school.
 - II. Be classified as a high school student in grade 9, 10, 11 or 12.
 - III. Possess and maintain a minimum 2.0 unweighted grade point average (GPA).
 - IV. Meet the graduation requirements for Florida state-wide assessments.
 - V. Have a plan approved by student's high school to complete all requirements to graduate on time.
 - VI. Demonstrate readiness for post-secondary work evidenced by grade point average, a good attendance record and a satisfactory disciplinary record.
 - VII. Be recommended by student's school counselor. s.1007.271 (21)(e)
- C. The College will notify students and parents of the career dual enrollment opportunity through career and postsecondary education awareness activities in District high schools. Interested students will complete a career dual enrollment application. Students must have the approval of their high school guidance counselors. s.1007.271 (21)(b)

- D. The College will accept applications for career dual enrollment in spring and summer for the beginning of the following school year. Mid-term applications will only be accepted on a space available basis and with mutual agreement of the high school and College.
s.1007.271 (21)(d)
- E. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C., and detailed in *Exhibit "A"* by demonstrating proficiency based on the *Test of Adult Basic Education, ACT or SAT*.
- F. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career dual enrollment program.
- G. Only career preparatory courses contained within the state course numbering system, and are part of a sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. s.1007.271 (21)(c)[A list of courses and programs available for career dual enrollment is detailed in *Exhibit "B"*. It includes a delineation of approved industry certification, clock hour credit and high school credit to be awarded upon completion of each course and program.]
- H. All career dual enrollment courses under this agreement will count toward high school graduation. s.1007.271(21)(f)
- I. Students participating in career dual enrollment are exempt from payment of registration, tuition, instructional materials, laboratory fees and other fees associated with the costs of attendance. If the District receives Industry Certification funds for any Secondary Certification earned the District will return the funds to the program in which the certification was earned in accordance with the Florida Career and Professional Education Act s.1003.491
- J. Students participating in career dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College's student handbook.
s.1007.271 (21)(g)(i)
- K. Students will lose the opportunity to participate in the career dual enrollment program if they are disruptive to the postsecondary learning process.
- L. If the student's cumulative GPA falls below a 2.0 in their high school courses but remains above a 2.0 in their program of study at the College, student will be placed on academic probation for 1 year and allowed to continue their program of study at the college. If the student's cumulative high school GPA is not above a 2.0 at the end of the probationary period, the student will not be allowed to re-enroll at the College. The student can be

immediately withdrawn from the College when the cumulative high school GPA falls below a 2.0, if it is mutually determined by the high school and College to be in the best interest of the student.

- M. The College will report student attendance and grades to the home high school in compliance with the established District grade reporting procedures and schedule. s.1007.271(21)(m)
- N. The District will ensure all career and dual enrolled students will meet the College's requirements for admission. The District and College will collaborate to monitor and maintain individual student performance in high school and career courses. S.1007.271(21)(l)
- O. The College shall be responsive to parent inquiries of student performance and progress in the career dual enrollment program.
- P. Withdrawal - Students who are withdrawn due to loss of eligibility to participate in the dual enrollment program; or a student with permission from his/her assigned school who drops out of a dual enrollment course, must return to the assigned high school for class assignment by the Principal or designee. Students are not permitted to drop courses after the tenth day of enrollment. Students with extenuating circumstances wanting to withdraw after the tenth day of enrollment must submit a written request to both the College and high school.
- Q. The student's assigned high school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)
- R. The College will be responsible for all costs associated with presenting career instruction at the College. The student will be responsible for self-transportation to and from the college. Instructional materials and tuition will be reimbursed through Office of Student Financial Assistant, Per Rule 6A-20.0282, FAC, Section 1009.30 F.S

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

Ted Roush, Superintendent

Date

Jerry Taylor, Board Chairman

Mary Keen Principal/Director, RIVEROAK Technical College

Date

Approval as to Form:

Leonard J. Dietzen, III, School Board Attorney

Date

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination . The acceptable exam for this requirement is the *Test of Adult Basic Education(TABE)*).
2. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)
 - a. Minimum SAT scores
 - * Verbal – 440
 - * Mathematics – 440
 - b. Minimum ACT scores
 - * Reading – 19
 - * English – 17
 - * Mathematics – 19
 - c. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled “Basic Skills and Licensure Exemption List”.
<http://fldoe.org/contact-us/search.stml?q=basic+skills++with+licensure+exemption+list>
 - d. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program Number	Course	OC P	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OC P	Hour	Post Secondary Industry Cert
Masonry										
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Level 2	Brick and Block Masonry I463112	8CV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity										
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding										
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006- GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless GTAW Plate AWELD008-
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3 AWELD011- SMAW Pipe AWELD012- SMAW Plate
Applied Engineering Technology										
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
						HVAC/R C400410	Introduction to HVCA/R ACR0000	A	250	
						HVAC/R C400411	HVCA/R Fundamentals ACR0001	B	250	
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Poole, Pam						Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Applied Cybersecurity										
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity	CTS0018 Cybersecurity Ass		600	A COMPT008 COMP TIA SECURITY+
Hill, William						Applied Cybersecurity	CTS0019 Info Security MGR		150	B
Early Childhood Education									600	
Thomas, Kimberly	8405100	Child Development 8500310	Se me	0.5		E300100	Child care worker 1 HEV0870	A	150	
Thomas, Kimberly	8405100	Ed & Training Directed Study 8500100	Se me ster	0.5		E300100	Child care worker 2 HEV0871	B	150	
Thomas, Kimberly	8405100	Early Childhood Education 1 8405110	A	1		E300100	Teacher Aide (Preschool) HEV0872	C	150	
Thomas, Kimberly	8405100	Early Childhood Education 2 8405120	B	1		E300100	Preschool Teacher HEV0873	D	150	
Thomas, Kimberly	8405100	Early Childhood Education 3 8405130	C	1						
Thomas, Kimberly	8405100	Early Childhood Education 4 8405140	D	1						
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009 Cosmetologist & Hairdresser 1		225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	COS0002 Cosmetologist & Hairdresser 2		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	COS0003 Cosmetologist & Hairdresser 3		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	COS0009	A	375	FLDOP002 Cosmetologist

Nails Specialty									180	
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210		0.5		D500100	CSP0016 Man/ and Pedit Spec		180	FLDOP008 Nail Specialist
Thornton, Greta	8757310	8757310 Nails Specialty 2		0.5						
Thornton, Greta	8757320	8757320 Nails Specialty 3		1						
Thornton, Greta	8901000	Directed Study 8901000		0.5						
Facials Specialty									220	
Thornton, Greta Maxwell, Catherine						Facials/ Skin Care 1120424	Facials/Skin Care CSP0266		220	FLDOP009 Facial Specialist
Commercial Foods & Culinary Arts									1200	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager ServeSafe
Automotive Collision Technology									1400	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structural Analysis (B3)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Structural Damage Repair Tech.	F	350	
Automotive Service Technology									1050	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Steering (T5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systems (T6)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)

Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1						
Blackmon, William						Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300	
Blackmon, William						Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150	
Blackmon, William						Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150	
Blackmon, William						Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150	
Practical Nursing									350	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300	
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)
Willis, Jessica						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90	
Willis, Jessica						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75	
Willis, Jessica						H170694	HCP0332	C	50	FDMQA002 Certified Nursing Assistant
Willis, Jessica						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech
Willis, Jessica						H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician
Willis, Jessica						H170694	MEA0580	F	100	
Willis, Jessica						H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician
Pharmacy Technician									300	
Miller, Katie						Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90	
Miller, Katie						H170700	Pharmacy Technician 1 PTN0084		360	
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 2 PTN0085		300	
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician
Surgical Technology									330	
West, Traci						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
West, Traci						Surgical Technology H170211	Central Supply Technician STS0015	B	210	
West, Traci						Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
West, Traci						Surgical Technology H170211	Surgical Technologist 2 STS0011		343	

West, Traci					Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certified
Senea, Shari						Basic Healthcare Worker HSC0003	A	90	
Senea, Shari						Phlebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nurse Aide & Orderly									
Thompson, Traci / Rebecca Futch					CAN H170602	Nurse Aide & Orderly PRN0090	A		FDMQA001 Certified Nursing Assitant



RIVEROAK TECHNICAL COLLEGE

415 SW Pinewood Drive • Live Oak, Florida 32064 • Phone (386) 647-4210 • Fax (386) 364-4698

Dual Enrollment Application

_____ Current District of Enrollment		_____ Current School of Enrollment		_____ Grade Level	
_____ Local Student ID #		_____ FLEID #			
_____ LAST NAME		_____ FIRST NAME		_____ MIDDLE NAME	
Social Security Number: _____ (Federal Legislation and FL statute 119.071(5) requires the collection of social security numbers.)				<input type="checkbox"/> Male <input type="checkbox"/> Female	
_____ Mailing Address		_____ City	_____ County	_____ State	_____ Zip Code
_____ Home Phone Number		_____ Cell Phone Number		_____ E-mail Address	
_____ Emergency Contact Name		_____ Phone Number		_____ Relationship	
Date of Birth: ____/____/____ Month Day Year		Place of Birth: _____ City State			

What is the primary language spoken in your home? _____

Ethnicity: CHECK ☒ ALL THAT APPLY TO YOU:

☐ White ☐ Black or African American ☐ Hispanic or Latino ☐ American Indian or Alaskan Native ☐ Asian ☐ Native Hawaiian or Pacific Islander ☐ Race/Ethnicity Unknown

Are you a Nonresident Alien? ☐ Yes or ☐ No

(An individual who has been admitted temporarily to the US as a non-immigrant, but is not a citizen, including those granted student visas.)

Are you currently on a _____ McKay or _____ FES Scholarship? _____ N/A

Do you have a Facebook account? ☐ Yes or ☐ No

RIVEROAK Technical College provides high school students with the opportunity to take technical classes (electives) while taking required academic courses at their high school. Students receive industry level training in work environment labs. High school students are exempt from paying tuition while enrolled in high school.

Attendance- High School students will be expected to follow the attendance policy of the high school.

Tardy Policy: Students are expected to report to class on time.

Classroom Expectations: Students are expected to behave in a responsible and professional manner. Safety rules must be followed at all times. A student may be dismissed from the program of study if they do not maintain a 2.0 or higher GPA in their RIVEROAK courses.

Dress Code- Students are expected to adhere to the dress code as stated in the Suwannee District Code of Conduct. If the program has specific dress requirement then those must be followed.

Discipline- A student must be respectful to faculty, staff, and other students at RIVEROAK Technical College at all times. While in a program a student must follow all guidelines set forth by the Institution. A student must comply with the Suwannee District Code of Conduct. Any serious violations will result in immediate dismissal from the program.

The Suwannee County School Board advises that all vocational opportunities will be offered without regard to race, color, national origin, sex, or disability. The lack of English Language skills will not be a barrier to admission and participation in vocational education programs. Program offerings include Adult Education; Business Management and Administration; Community Education; Health Sciences; Architecture and Construction Education; Transportation, Distribution and Logistics; and Hospitality and Tourism. RIVEROAK Technical College serves adults, high school students and dual enrollment students. Admission is open to adults who are at least 16 years old and not presently enrolled in a secondary school. Admission is also open to secondary students grades 9-12 as part of a regular secondary credit earning program. Equity Coordinator contact information: Mr. Ronald Gray, Suwannee County School Board 1740 Ohio Avenue, South Live Oak, FL 32064



Accredited by the Council on Occupational Education • 7840 Roswell Road, Bldg. 300, Suite 325 • Atlanta, GA 30350

RIVEROAK TECHNICAL COLLEGE

Dual Enrollment Request 2022-2023

Student Name _____ Grade _____

Program requested (see list below) _____

Time block requested _____ High School _____

Y100300 Applied Cyber Security—Hill (1st lunch) 1st- 5th Period – Single or Blocked

B070300 Medical Administrative Specialist—Gill (2nd lunch) Blocked 1st & 2nd or 3rd & 4th

N100500 Commercial Foods and Culinary Arts/ Professional Culinary Arts
and Hospitality—Kelly (2nd lunch) Blocked 1st-2nd, 3rd-4th or 5th-6th

I470608 Automotive Service Technician—Blackmon (1st lunch) First year either 2nd or 3rd period
Second year and beyond blocked 4th & 5th or 6th & 7th

T401300 Automotive Collision Technology Technician Ragan(1st lunch) First year either 2nd or 3rd
period
Second year and beyond blocked 4th & 5th or 6th & 7th

I463112 Brick and Block Masonry 9:05-10:50 - Bass(1st lunch) Blocked 2nd-3rd, 4th-5th or 6th-7th

I460312 Electricity -Ulmer (1st lunch) Blocked 2nd-3rd, 4th-5th, or 6th-7th

I400400 Welding Technology -Mercer (1st lunch) Blocked 2nd-3rd, 4th-5th, or 6th-7th

8757300 Nail Technology -Thornton (2nd lunch) Blocked 1st-2nd, 3rd-4th or 5th-6th

8401110 Applied Engineering Technology - Ulmer (1st lunch)
8401110 Applied Engineering Technology 1- 1 Credit Single Period 1st period only
8401120 Applied Engineering Technology 2- 1 Credit Single Period 1st period only
8401130 Applied Engineering Technology 3- 1 Credit Single Period 1st period only

***H170694 Patient Care Technician- Stratton ***
Full Time Seniors ONLY, MUST BE 18

8:00-3:30pm

SUWANNEE COUNTY SCHOOL BOARD
PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT

This AGREEMENT is made commencing on July 1, 2022, by and between the School Board of Suwannee County, Florida ("SCSB"), and Tracy Henderson (hereinafter "Contractor.").

W I T N E S S E D:

WHEREAS, SCSB, through RIVEROAK Technical College (RTC), operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. **ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR**

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.
 - (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
 - (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
 - (vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. **DOCUMENTATION:** Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
 - (i) All applicable federal, state, and local laws, rules, and regulations;
 - (ii) All applicable policies of: SCSB;
 - (iii) All applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2022 and ending June 30, 2023, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph I(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within thirty (30) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including

confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the SCSB. Documentation of clearance will be on file in the Department of Human Resources in the SCSB office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the SCSB.

9. AUDITS, RECORDS, AND RECORDS RETENTION

SCSB or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this

agreement. Documents/records in any form shall be open to SCSB's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the SCSB and the Contractor in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the SCSB under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the SCSB, the Contractor will cooperate with the SCSB to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the SCSB.
- E. That persons duly authorized by the SCSB and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

11. DEBARMENT & SUSPENSION

SCSB certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by

giving the other party at least thirty (30) days prior written notice.

- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
 - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
 - (iii) Breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SCSB for the SCSB's attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the SCSB waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Tracy Henderson
725 Suwannee Avenue SW
Live Oak, Florida 32064

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights,

duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT C which is incorporated by reference herein.

22. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

24. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs

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associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SCSB 2023-69 (REVISED/RENEWAL)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2022.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor, Chairman

Date

Ted L. Roush, Superintendent of Schools

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

CONTRACTOR

Witness Signature

Tracy Henderson
Contractor

Type or Print Name of Witness

Type or Print Name of Contractor

Date _____

Date _____

EXHIBIT A

SERVICES PROVIDED:

1. This agreement shall commence July 1, 2022 and shall terminate June 30, 2023.
2. The Contractor hereby agrees to provide the following services under this agreement:
 - a. Conduct limited hours in the development of customer service training programs to the specifications of the Director of RTC, then to deliver such course materials to adult students in a demonstration offering at which time the selected instructors of RTC will attend and be qualified to continue the offering of that course material.
 - b. Meet with the AST and ACTT Advisory Committees, program instructors, RTC Director and other interested persons to maintain such certification and to prepare and demonstrate forms and procedures to successfully obtain recertification.
 - c. Research, meet with interested parties in Suwannee County and surrounding area, in order to advise the RTC Director as to course, program and instructional development for new and emerging occupations, as well as, for obtaining technical college credit.
3. RTC hereby agrees to abide by the following considerations under this agreement.
 - a. Make available administration, staff and faculty of the RTC for consultation by the Contractor at appointed times for in person meetings or video conferencing.
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INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

General and/or Perkins

EXHIBIT B

FEE SCHEDULE

RIVEROAK Technical College (RTC) is a postsecondary technical education college under Suwannee County School District and is required to obtain and retain national certification as a postsecondary institution, as well as, for Automotive Service Technology (AST) and Automotive Collision Technology Technician programs. The primary campus of RTC is at 415 S. W. Pinewood Drive, Live Oak, Florida 32064.

RTC is an instructional service provider to adult and secondary students of Suwannee County Public Schools, Work Force Development Board of Suwannee County, various industries and organizations in the RTC service area. The Contractor will be called upon to develop curriculum and instructor expertise to provide the requested training for new industries coming to Suwannee County. The Contractor will provide technical assistance to the Director of RTC.

RTC desires to engage in consulting services with the Contractor for several projects.

For the services provided by the Contractor, RTC agrees to pay based on the following table:

- | | |
|--|----------------|
| • Conduct Classroom instruction of students and/or staff | \$35.00 / hour |
| • Conduct a full school day of instruction for students and / or staff | \$200.00 / day |
| • Research and development time | \$35.00 / hour |
| • Travel mileage including tolls and vicinity at current Florida rate | |
| • Per Diem incurred at current Board approved rate | |
| • Lodging at direct cost | |

The Contractor will submit an invoice for each month in which there has been activity at the end of the month which shall include detail per charge.

EXHIBIT C

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

SUWANNEE COUNTY SCHOOL BOARD

**PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT**

This AGREEMENT is made commencing on July 1, 2022~~August 1, 2021~~, by and between the School Board of Suwannee County, Florida ("SCSB"), and Tracy Henderson (hereinafter "Contractor").

WITNESSED:

WHEREAS, SCSB, through RIVEROAK Technical College (RTC), operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.
 - (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
 - (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
 - (vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
 - (i) All applicable federal, state, and local laws, rules, and regulations;
 - (ii) All applicable policies of: SCSB;
 - (iii) All applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2022~~August 1, 2021~~ and ending June 30, 2023~~2022~~, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within thirty (30) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including

confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the SCSB. Documentation of clearance will be on file in the Department of Human Resources in the SCSB office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the SCSB.

9. AUDITS, RECORDS, AND RECORDS RETENTION

SCSB or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this

agreement. Documents/records in any form shall be open to SCSB's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the SCSB and the Contractor in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the SCSB under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the SCSB, the Contractor will cooperate with the SCSB to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the SCSB.
- E. That persons duly authorized by the SCSB and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

11. DEBARMENT & SUSPENSION

SCSB certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by

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giving the other party at least thirty (30) days prior written notice.

- B. **TERMINATION FOR BREACH.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. **IMMEDIATE TERMINATION BY SCSB.** SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
 - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
 - (iii) Breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;
- D. **EFFECT OF TERMINATION.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SCSB for the SCSB's attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

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15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the SCSB waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Tracy Henderson
725 Suwannee Avenue SW
Live Oak, Florida 32064

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

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24. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
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 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, ~~2022~~2024.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor~~Tim Aleorn~~, Chairman

Date

Ted L. Roush, Superintendent of Schools

Date

CONTRACTOR

Witness Signature

Tracy Henderson
Contractor

Type or Print Name of Witness

Type or Print Name of Contractor

Date _____

Date _____

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EXHIBIT A

SERVICES PROVIDED:

1. This agreement shall commence July 1, 2022~~August 1, 2021~~ and shall terminate June 30, ~~2023~~2022.
2. The Contractor hereby agrees to provide the following services under this agreement:
 - a. Conduct limited hours in the development of customer service training programs to the specifications of the Director of RTC, then to deliver such course materials to adult students in a demonstration offering at which time the selected instructors of RTC will attend and be qualified to continue the offering of that course material.
 - b. Meet with the AST and ACTT Advisory Committees, program instructors, RTC Director and other interested persons to maintain such certification and to prepare and demonstrate forms and procedures to successfully obtain recertification.
 - c. Research, meet with interested parties in Suwannee County and surrounding area, in order to advise the RTC Director as to course, program and instructional development for new and emerging occupations, as well as, for obtaining technical college credit.
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 - a. Make available administration, staff and faculty of the RTC for consultation by the Contractor at appointed times for in person meetings or video conferencing.
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INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file.

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General and/or Perkins

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EXHIBIT B

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RTC desires to engage in consulting services with the Contractor for several projects.

For the services provided by the Contractor, RTC agrees to pay based on the following table:

- | | |
|--|---------------------------------|
| • Conduct Classroom instruction of students and/or staff | \$35.00 30.00 / hour |
| • Conduct a full school day of instruction for students and / or staff | \$200.00 / day |
| • Research and development time | \$35.00 30.00 / hour |
| • Travel mileage including tolls and vicinity at current Florida rate | |
| • Per Diem incurred at current Board approved rate | |
| • Lodging at direct cost | |

The Contractor will submit an invoice for each month in which there has been activity at the end of the month which shall include detail per charge.

EXHIBIT C

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

SUWANNEE COUNTY SCHOOL BOARD

**PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT**

This Agreement is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **H2 Holdco Inc.** ("H2H").

W I T N E S S E D:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, H2H may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage H2H to provide such services for SCSB and H2H is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF H2H

A. **SERVICES**: SCSB hereby engages H2H to provide educational consulting services for SCSB as requested by SCSB, and H2H hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. H2H shall provide said services through employees and/or independent subH2Hs who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by H2H in connection with the provision of services by H2H hereunder.

B. MANNER OF PERFORMANCE OF H2H'S SERVICES

- (i) H2H and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. H2H and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) H2H and staff shall not be required to perform services in any order or sequence specified by SCSB.
- (iii) H2H and staff shall not be required to attend meetings or participate in training conducted by

SCSB as to specific methods or procedures.

- (iv) H2H and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
 - (v) H2H and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
 - (vi) The H2H and staff shall be responsible for payment of H2H and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. DOCUMENTATION: H2H shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in SCSB's standard format and shall contain the information reasonably requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

H2H represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. H2H is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the H2H staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. H2H shall perform the services required hereunder in accordance with:
 - (i) all applicable federal, state, and local laws, rules, and regulations;
 - (ii) all applicable policies of: SCSB, provided that such policies are furnished to H2H in writing;
 - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS, provided that such materials are furnished to H2H in writing;
- D. H2H has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for H2H to perform the services required of H2H under this Agreement; and
- E. Each of the H2H staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by H2H in connection with the provision of services under this Agreement; and
- F. All H2H staff that are performing services hereunder shall comply with all applicable terms of this

Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, H2H is acting as an independent contractor, and neither H2H nor any staff shall be or be considered employees of SCSB. Neither H2H nor any H2H staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of H2H's work. It is agreed and acknowledged by the parties that, as an independent contractor, H2H staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way H2H's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. H2H shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all H2H staff. H2H hereby expressly agrees to provide SCSB with proof of payment of such withholding taxes solely in the event such SCSB is requested by federal or State tax authorities in connection with services rendered hereunder. Any such proof will be provided on a confidential basis directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither H2H nor any H2H staff shall be subject to any SCSB policies solely applicable to SCSB's employees.

4. TERM

The initial term of this Agreement shall commence on July 1, 2022 and end on June 30, 2023, unless sooner terminated as provided herein. At the end of such initial term, this Agreement may be renewed for an additional term for the following school year upon the mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, H2H shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit C attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to H2H for any services for which H2H has not submitted the documentation required under Paragraph 1(C) of this Agreement.

6. BILLING

H2H shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be SB's standard format and contain the information, requested by SCSB, and SCSB shall pay each invoice within thirty (30) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which H2H does not provide a proper invoice.

7. CONFIDENTIALITY

H2H recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, H2H and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). H2H agrees that neither it nor any H2H staff will at

any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and H2H and all H2H staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, H2H shall comply with the Health Insurance Portability and Accountability Act. H2H may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, H2H shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to H2H.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by H2H, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the H2H in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor or vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The H2H shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that H2H substituted an unapproved worker for an approved worker, this contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit H2H's documents and records as they pertain to the services delivered under this Agreement. Such rights will be exercised with notice to H2H to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form

shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and H2H in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all H2H records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That upon completion or termination of this Agreement and at the request of the District, the H2H will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's records and documents related to the services which it provides under this Agreement, regardless of the form in which kept, at all reasonable times and upon reasonable prior written notice for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

H2H shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of H2H, its agents, officers, or employees in the provision of services or performance of duties by H2H pursuant to this Agreement. SCSB shall hold H2H harmless and indemnify it from and against damages caused solely by SCSB's acts or omissions.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by

giving the other party at least thirty (30) days prior written notice.

- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for thirty (30) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to H2H (such termination to be effective upon H2H's receipt of such notice) upon the occurrence of any of the following events:
- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by H2H, or of any H2H staff's professional license or certification, in the State of Florida in order to perform the services hereunder, or
 - (ii) conduct by H2H or any of H2H's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole but reasonable judgment, be prejudicial to the best interests and welfare of SCSB or its students;
 - (iii) breach by H2H or any H2H staff of the confidentiality provisions of Section 7 hereof;
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, before a single arbitrator in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The prevailing party shall have the right to seek an award of its legal fees, costs and expenses.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

H2H: Courtnie Breland, MS, ATC
Director of Sports Medicine
H2 Holdco Inc.
484 Riverside Avenue
Jacksonville, FL 32202

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

H2H shall not assign or transfer, in whole or in part, this Agreement or any of H2H's rights, duties or obligations under this Agreement other than to an affiliate or lawful successor without the prior written

consent of SCSB, which shall not be unreasonably withheld or delayed, and any assignment or transfer by H2H without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, H2H assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all H2Hs as set forth in Section 119.0701, Florida Statutes see EXHIBIT D which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

24. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, H2H shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. SubH2Hs
 - (i) H2H shall also require all subH2Hs performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) SubH2Hs shall provide H2H with an affidavit stating the subH2H does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) H2H shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. H2H must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of H2H's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. H2H may be liable for

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all reasonable costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 20__.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor, Chairperson

Date

Ted L. Roush, Superintendent of Schools

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

H2H

Witness Signature

Courtne Breland, MS, ATC
Director of Sports Medicine

Type or Print Name of Witness

H2 HoldCo Inc.

Date _____

Date _____

EXHIBIT A

SERVICES PROVIDED:

SCSB is a school or organization that sponsors athletic programs in which athletes participate; and H2H operates a rehabilitation injury management sports medicine program through which participating athletes will receive quality, medically necessary, and rehabilitative care to persons who sustain musculoskeletal injuries, or which make them eligible for medical benefits under applicable laws; and

H2H desires to contract with SCSB to provide and arrange for the provision of Athletic Training Services for all athletes participating in SCSB athletic programs to eligible claimants of such.

DEFINITIONS

- I. *Athletic Training Five Domains of Services* shall include (further defined in Exhibit B):
 - a. Injury/illness prevention and wellness protection
 - b. Clinical evaluation and diagnosis
 - c. Immediate and emergency care
 - d. Treatment and rehabilitation
 - e. Organizational and professional health and well-being
- II. *Sports Medicine Programs*: The purpose of the Sports Medicine Program is to allow for more effective injury management and safe return to participation by providing prompt rehabilitative attention to injuries to athletes. In addition, H2H will provide athletes with a referral for appropriate care (i.e. physicians, therapists, etc.), athletic training services and assistance in the development of injury prevention programs.

SCSB and H2H mutually agree as follows:

- 1. H2H shall:
 - a. Provide a Nationally Certified (ATC) and State Licensed (LAT) Athletic Trainer (s) to the schools to provide Athletic Training Services for games and practices for the period of July 1, 2022, to June 30, 2023, including at: (i) Suwannee High School minimum 20 hours per week; (ii) Branford High School minimum 20 hours per week; and (iii) Suwannee Middle School minimum 10 hours per week.
 - b. Provide a direct link between athletic programs: Athletic Trainer (s), team, coaches, doctor, parents in the medical community (i.e. assist with doctor referral and rehabilitative needs to our clinics).
 - c. Athletic trainers employed by and providing services for H2H are covered with appropriate liability insurance coverage while providing services for SCSB.
 - d. H2H will provide ATC training room services including coordination of preseason physicals, complimentary injury screens, and post-event "bumps/bruises clinics" at our Live Oak clinic location (405 11th Street Ste. 103). These services will be scheduled by appointment only and will be provided at cost to the patient (i.e. insurance or self-pay).
 - e. Abide by and follow all requirements imposed upon by SCSB, and the Florida High School Athletic Association (FHSA) relative to approved practices, sanctions, and activities.

- f. Concerning the activities under this Agreement **SCSB**, **H2H**, its employees, agents and assign, shall abide by applicable legal requirements including the confidentiality of student records and identifying information concerning students (F.S. Section 228.093).
2. **SCSB** shall:
- a. Allow **H2H** to display marketing collateral in branding such as banners, flags, and/or tents during coverage. Additionally, broadcast **H2H** as a Sports Medicine Provider through announcements at home and/or through event newsletters.
 - b. Allow **H2H** access to pre-season parent meeting dates and times and allow the certified athletic trainer to introduce themselves and the services the company will provide.
 - c. Will purchase all medical supplies for the athletic trainer.
 - d. Elects to receive monthly invoices after services are rendered. Invoices are expected to be paid in full within 30 days from invoiced date.
3. **SCSB** agrees to defend, indemnify, and hold harmless **H2H**, **H2H** Companies Incorporated's legal representatives, employees, agents, officers, trustees, affiliates, and assigns, and each of them from and against any claim, loss, damage, cost, expense, or liability, including but not limited to attorneys' fees, arising out of or related to or arising from: (i) the performance or nonperformance by **SCSB** of any obligations or services to be performed or provided by **SCSB** under this Agreement; and (ii) its negligent or unlawful acts.
4. This Agreement becomes effective as of the date written below (the "Effective Date") and shall continue thereafter in full force one school year indicated (the "Initial Term"), unless sooner terminated by the only if the services are not rendered and the team terminates within the area. This is an exclusive Agreement for one school year term by both parties. **H2H** has the right of first refusal for additional contract terms for all sports medicine programs for the **SCSB**. **H2H** has the right to terminate if payment is not received within contracted terms. Additional terms for coverage of the team following the expiration of this Agreement grants **H2H** the first right of refusal to continue service provisions for future coverage.
5. Upon any breach hereunder, the party who is not in default shall give written notice to the other party and permit the other party to have thirty (30) days to cure such breach. If the breach is not cured within the thirty (30) day notice period, the parties agree that before any litigation is commenced, they shall mediate the dispute. The mediator shall be mutually agreed upon, and absent agreement, two mediators, one selected by each party, shall agree on a third mediator, and that third mediator shall mediate the dispute until it is resolved, or an impasse is declared.

H2H FEDERAL IDENTIFICATION NUMBER:

INDIVIDUAL SOCIAL SECURITY NUMBER: _____

IRS Form W-9 on file.

EXHIBIT B

1. Athletic Training:

- a. Athletic training encompasses the prevention, examination, diagnosis, treatment, and rehabilitation of emergent, acute or chronic injuries and medical conditions. Athletic training is recognized by the American Medical Association (AMA), Health Resources Services Administration (HRSA) and the Department of Health and Human Services (HHS) as an allied healthcare profession.
- b. ATCs are sometimes confused with Personal Trainers and Physical Therapists. There is, however, a large difference in the education, skillset, job duties, and patients-type of the three professions.
- c. ATs must graduate from an accredited master's (MS) program and are proficient in the following:
 - i. Evidence-based practice
 - ii. Prevention and health promotion
 - iii. Clinical examination and diagnosis
 - iv. Acute care of injury and illness
 - v. Therapeutic interventions
 - vi. Psychosocial strategies and referral
 - vii. Health care administration
 - viii. Professional development and responsibility
- d. Athletic trainers (ATCs) work under the direction of a physician as prescribed by state licensure statutes and the Board of Certification. They are highly qualified, multi-skilled healthcare professionals who collaborate with physicians to provide these five-practice domains:
 - i. Injury/illness prevention and wellness protection
 - ii. Clinical evaluation and diagnosis
 - iii. Immediate and emergency care
 - iv. Treatment and rehabilitation evaluation (this is an injury evaluation; not to be confused with outpatient Physical Therapy)
 - v. Organizational and professional health and well-being

2. Athletic Trainers duties:

- a. Athletic trainers improve functional outcomes and specialize in patient education to prevent injury and re-injury. Preventative care provided by an athletic trainer has a positive return on investment for employers. (For example, ATs can reduce injury and shorten rehabilitation time for their athletes, which translates to lower absenteeism from work or school and reduced health care costs).
- b. Secondary school ATs provide comprehensive athletic health care services, not just "coverage" at athletic events and practices. Secondary school outcomes will be encompassed in areas that provide the most value to the school and community:
 - i. decreased absenteeism
 - ii. decreased lost game days
 - iii. increased participation in school
 - iv. decreased parental concerns
 - v. increased student/athlete plan compliance
- c. **Medical Services**

- i. Injury Evaluation and Treatment
 - ii. Injury Rehabilitation and Reconditioning
 - iii. After hours/On-call consultation and injury/illness management
- d. **Risk Minimization**
 - i. Injury Prevention & Care Policies
 - ii. Environmental monitoring
 - iii. Emergency Action Plans
 - iv. Functional Movement Assessments/Assessment of pre-existing conditions
 - v. Review epidemiologic and current evidence-based research for clinical outcomes assessment
 - vi. Protective Equipment Selection, Fitting & Use
 - vii. First Aid/CPR training
 - viii. Infection control
 - ix. Facilitate PPEs
 - x. Practice/event coverage
 - xi. Budget management to provide adequate resources to purchase risk reduction supplies
 - xii. Using communication and interpersonal skills to create trust between student-athletes, coaches, administrators, and the athletic training staff
- e. **Organizational/Administrative Value**
 - i. Injury records
 - ii. Credential maintenance
 - iii. Pre-participation examination (PPE)
 - iv. Sports Medicine Team relations
 - v. Emergency Action Plans (EAPs)
 - vi. Quality Control
 - vii. Education
- f. **Cost Containment**
 - i. Insurance Premiums
 - ii. Workload Management
 - iii. Medical Services
 - iv. Budget Management
 - v. Fund Raising
 - vi. Academic Success
 - vii. Contracts
- g. **AT Influence on Academic Success**
 - i. Student Retention/Academic Progress Rate (APR)
 - ii. Life Skills
 - iii. Conditions Affecting Learning/Psychological issues

EXHIBIT C

FEE SCHEDULE

SCSB shall be responsible for payment of \$35 per hour per athletic trainer, to H2H for a Nationally Certified and State Licensed Athletic Trainer to provide athletic training services for the 2022-2023 school year. Hours may vary dependent on practice and game schedules. SCSB has requested a minimum of 50 hours per week for game coverage and/or practice coverage at \$35 per hour for a minimum total per week of \$1750.00. Payments shall be sent to H2 HoldCo Inc., PO Box 932184 Atlanta, GA 31193-2184. Additional coverage hours (exceeding the initial 50 hours per week requested) may be provided as mutually agreed upon by both SCSB and H2H at a rate of \$35 per hour.

EXHIBIT D

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE H2H HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE H2H'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a H2H as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the H2H does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the H2H or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the H2H of the request, and the H2H must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If H2H does not timely comply with the District's request for records and the appropriate period provided by the District for complying with such request has passed, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A H2H who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

SUWANNEE COUNTY SCHOOL BOARD

**PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT**

This Agreement is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **H2 Holdco Inc.** ("H2H").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, H2H may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage H2H to provide such services for SCSB and H2H is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF H2H

A. **SERVICES:** SCSB hereby engages H2H to provide educational consulting services for SCSB as requested by SCSB, and H2H hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. H2H shall provide said services through employees and/or independent subH2Hs who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by H2H in connection with the provision of services by H2H hereunder.

B. MANNER OF PERFORMANCE OF H2H'S SERVICES

(i) H2H and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. H2H and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) H2H and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) H2H and staff shall not be required to attend meetings or participate in training conducted by

SCSB as to specific methods or procedures.

- (iv) H2H and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
 - (v) H2H and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
 - (vi) The H2H and staff shall be responsible for payment of H2H and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. **DOCUMENTATION:** H2H shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in SCSB's standard format and shall contain the information reasonably requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

H2H represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. H2H is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the H2H staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. H2H shall perform the services required hereunder in accordance with:
 - (i) all applicable federal, state, and local laws, rules, and regulations;
 - (ii) all applicable policies of: SCSB, provided that such policies are furnished to H2H in writing;
 - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS, provided that such materials are furnished to H2H in writing;
- D. H2H has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for H2H to perform the services required of H2H under this Agreement; and
- E. Each of the H2H staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by H2H in connection with the provision of services under this Agreement; and
- F. All H2H staff that are performing services hereunder shall comply with all applicable terms of this

Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, H2H is acting as an independent contractor, and neither H2H nor any staff shall be or be considered employees of SCSB. Neither H2H nor any H2H staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of H2H's work. It is agreed and acknowledged by the parties that, as an independent contractor, H2H staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way H2H's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. H2H shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all H2H staff. H2H hereby expressly agrees to provide SCSB with proof of payment of such withholding taxes solely in the event such SCSB is requested by federal or State tax authorities in connection with services rendered hereunder. Any such proof will be provided on a confidential basis directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither H2H nor any H2H staff shall be subject to any SCSB policies solely applicable to SCSB's employees.

4. TERM

The initial term of this Agreement shall commence on July 1, 2022~~the August 24, 2021~~ and end on June 30, 2023~~2022~~, unless sooner terminated as provided herein. At the end of such initial term, this Agreement may be renewed for an additional term for the following school year upon the mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, H2H shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit CB attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to H2H for any services for which H2H has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

H2H shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be SB's standard format and contain the information, requested by SCSB, and SCSB shall pay each invoice within thirty (30) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which H2H does not provide a proper invoice.

7. CONFIDENTIALITY

H2H recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, H2H and staff may have access to certain confidential information, including confidential student

information and personal health information ("PHI"). H2H agrees that neither it nor any H2H staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and H2H and all H2H staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, H2H shall comply with the Health Insurance Portability and Accountability Act. H2H may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, H2H shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to H2H.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by H2H, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the H2H in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor or vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The H2H shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that H2H substituted an unapproved worker for an approved worker, this contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit H2H's documents and records as they pertain to the services delivered under this Agreement. Such rights will be exercised with notice to H2H to determine compliance with and performance of the terms, conditions and specifications on all

matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and H2H in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all H2H records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That upon completion or termination of this Agreement and at the request of the District, the H2H will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's records and documents related to the services which it provides under this Agreement, regardless of the form in which kept, at all reasonable times and upon reasonable prior written notice for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

H2H shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of H2H, its agents, officers, or employees in the provision of services or performance of duties by H2H pursuant to this Agreement. SCSB shall hold H2H harmless and indemnify it from and against damages caused solely by SCSB's acts or omissions.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for thirty (30) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to H2H (such termination to be effective upon H2H's receipt of such notice) upon the occurrence of any of the following events:
 - (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by H2H, or of any H2H staff's professional license or certification, in the State of Florida in order to perform the services hereunder, or
 - (ii) conduct by H2H or any of H2H's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole but reasonable judgment, be prejudicial to the best interests and welfare of SCSB or its students;
 - (iii) breach by H2H or any H2H staff of the confidentiality provisions of Section 7 hereof;
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, before a single arbitrator in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The prevailing party shall have the right to seek an award of its legal fees, costs and expenses.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

INFO ONLY

SCSB 2023-70 (REVISED/RENEWAL)

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

H2H: Courtnie Breland, MS, ATC
Director of Sports Medicine
H2 Holdco Inc.
484 Riverside Avenue
Jacksonville, FL 32202

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

H2H shall not assign or transfer, in whole or in part, this Agreement or any of H2H's rights, duties or obligations under this Agreement other than to an affiliate or lawful successor without the prior written consent of SCSB, which shall not be unreasonably withheld or delayed, and any assignment or transfer by H2H without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, H2H assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all H2Hs as set forth in Section 119.0701, Florida Statutes see EXHIBIT D which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023~~2020-2021~~ academic year.

24. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, H2H shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. SubH2Hs
 - (i) H2H shall also require all subH2Hs performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) SubH2Hs shall provide H2H with an affidavit stating the subH2H does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) H2H shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

- C. H2H must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of H2H's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. H2H may be liable for all reasonable costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

INFO ONLY

SCSB 2023-70 (REVISED/RENEWAL)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 20__.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor ~~Tim Aleorn~~, Chairperson

Date

Ted L. Roush, Superintendent of Schools

Date

H2H

Witness Signature

Courtne Breland, MS, ATC
Director of Sports Medicine

Type or Print Name of Witness

H2 HoldCo Inc.

Date _____

Date _____

EXHIBIT A

SERVICES PROVIDED:

SCSB is a school or organization that sponsors athletic programs in which athletes participate; and **H2H** operates a rehabilitation injury management sports medicine program through which participating athletes will receive quality, medically necessary, and rehabilitative care to persons who sustain musculoskeletal injuries, or which make them eligible for medical benefits under applicable laws; and

H2H desires to contract with **SCSB** to provide and arrange for the provision of Athletic Training Services for all athletes participating in **SCSB** athletic programs to eligible claimants of such.

DEFINITIONS

- I. *Athletic Training Five Domains of Services* shall include (further defined in Exhibit B):
 - a. Injury/illness prevention and wellness protection
 - b. Clinical evaluation and diagnosis
 - c. Immediate and emergency care
 - d. Treatment and rehabilitation
 - e. Organizational and professional health and well-being
- II. *Sports Medicine Programs*: The purpose of the Sports Medicine Program is to allow for more effective injury management and safe return to participation by providing prompt rehabilitative attention to injuries to athletes. In addition, **H2H** will provide athletes with a referral for appropriate care (i.e. physicians, therapists, etc.), athletic training services and assistance in the development of injury prevention programs.

SCSB and **H2H** mutually agree as follows:

- 1. **H2H** shall:
 - a. Provide a Nationally Certified (ATC) and State Licensed (LAT) Athletic Trainer (s) to the schools to provide Athletic Training Services for games and practices for the period of July 1, 12022~~August 24, 2021~~, to June 30, 20023~~2022~~, including at: (i) Suwannee High School minimum 20 hours per week; (ii) Branford High School minimum 20 hours per week; and (iii) Suwannee Middle School minimum 10 hours per week.
 - b. Provide a direct link between athletic programs: Athletic Trainer (s), team, coaches, doctor, parents in the medical community (i.e. assist with doctor referral and rehabilitative needs to our clinics).
 - c. Athletic trainers employed by and providing services for **H2H** are covered with appropriate liability insurance coverage while providing services for **SCSB**.
 - d. **H2H** will provide ATC training room services including coordination of preseason physicals, complimentary injury screens, and post-event "bumps/bruises clinics" at our Live Oak clinic location (405 11th Street Ste. 103). These services will be scheduled by appointment only and will be provided at cost to the patient (i.e. insurance or self-pay).
 - e. Abide by and follow all requirements imposed upon by **SCSB**, and the Florida High School Athletic Association (FHSA) relative to approved practices, sanctions, and activities.

INFO ONLY

SCSB 2023-70 (REVISED/RENEWAL)

- f. Concerning the activities under this Agreement SCSB, H2H, its employees, agents and assign, shall abide by applicable legal requirements including the confidentiality of student records and identifying information concerning students (F.S. Section 228.093).
2. SCSB shall:
- a. Allow H2H to display marketing collateral in branding such as banners, flags, and/or tents during coverage. Additionally, broadcast H2H as a Sports Medicine Provider through announcements at home and/or through event newsletters.
 - b. Allow H2H access to pre-season parent meeting dates and times and allow the certified athletic trainer to introduce themselves and the services the company will provide.
 - c. Will purchase all medical supplies for the athletic trainer.
 - d. Elects to receive monthly invoices after services are rendered. Invoices are expected to be paid in full within 30 days from invoiced date.
3. SCSB agrees to defend, indemnify, and hold harmless H2H, H2H Companies Incorporated's legal representatives, employees, agents, officers, trustees, affiliates, and assigns, and each of them from and against any claim, loss, damage, cost, expense, or liability, including but not limited to attorneys' fees, arising out of or related to or arising from: (i) the performance or nonperformance by SCSB of any obligations or services to be performed or provided by SCSB under this Agreement; and (ii) its negligent or unlawful acts.
4. This Agreement becomes effective as of the date written below (the "Effective Date") and shall continue thereafter in full force one school year indicated (the "Initial Term"), unless sooner terminated by the only if the services are not rendered and the team terminates within the area. This is an exclusive Agreement for one school year term by both parties. H2H has the right of first refusal for additional contract terms for all sports medicine programs for the SCSB. H2H has the right to terminate if payment is not received within contracted terms. Additional terms for coverage of the team following the expiration of this Agreement grants H2H the first right of refusal to continue service provisions for future coverage.
5. Upon any breach hereunder, the party who is not in default shall give written notice to the other party and permit the other party to have thirty (30) days to cure such breach. If the breach is not cured within the thirty (30) day notice period, the parties agree that before any litigation is commenced, they shall mediate the dispute. The mediator shall be mutually agreed upon, and absent agreement, two mediators, one selected by each party, shall agree on a third mediator, and that third mediator shall mediate the dispute until it is resolved, or an impasse is declared.

H2H FEDERAL IDENTIFICATION NUMBER:

INDIVIDUAL SOCIAL SECURITY NUMBER: _____

IRS Form W-9 on file.

EXHIBIT B

1. Athletic Training:

- a. Athletic training encompasses the prevention, examination, diagnosis, treatment, and rehabilitation of emergent, acute or chronic injuries and medical conditions. Athletic training is recognized by the American Medical Association (AMA), Health Resources Services Administration (HRSA) and the Department of Health and Human Services (HHS) as an allied healthcare profession.
- b. ATCs are sometimes confused with Personal Trainers and Physical Therapists. There is, however, a large difference in the education, skillset, job duties, and patients-type of the three professions.
- c. ATs must graduate from an accredited master's (MS) program and are proficient in the following:
 - i. Evidence-based practice
 - ii. Prevention and health promotion
 - iii. Clinical examination and diagnosis
 - iv. Acute care of injury and illness
 - v. Therapeutic interventions
 - vi. Psychosocial strategies and referral
 - vii. Health care administration
 - viii. Professional development and responsibility
- d. Athletic trainers (ATCs) work under the direction of a physician as prescribed by state licensure statutes and the Board of Certification. They are highly qualified, multi-skilled healthcare professionals who collaborate with physicians to provide these five-practice domains:
 - i. Injury/illness prevention and wellness protection
 - ii. Clinical evaluation and diagnosis
 - iii. Immediate and emergency care
 - iv. Treatment and rehabilitation evaluation (this is an injury evaluation; not to be confused with outpatient Physical Therapy)
 - v. Organizational and professional health and well-being

2. Athletic Trainers duties:

- a. Athletic trainers improve functional outcomes and specialize in patient education to prevent injury and re-injury. Preventative care provided by an athletic trainer has a positive return on investment for employers. (For example, ATs can reduce injury and shorten rehabilitation time for their athletes, which translates to lower absenteeism from work or school and reduced health care costs).
- b. Secondary school ATs provide comprehensive athletic health care services, not just "coverage" at athletic events and practices. Secondary school outcomes will be encompassed in areas that provide the most value to the school and community:
 - i. decreased absenteeism
 - ii. decreased lost game days
 - iii. increased participation in school
 - iv. decreased parental concerns
 - v. increased student/athlete plan compliance
- c. **Medical Services**

- i. Injury Evaluation and Treatment
 - ii. Injury Rehabilitation and Reconditioning
 - iii. After hours/On-call consultation and injury/illness management
- d. Risk Minimization**
 - i. Injury Prevention & Care Policies
 - ii. Environmental monitoring
 - iii. Emergency Action Plans
 - iv. Functional Movement Assessments/Assessment of pre-existing conditions
 - v. Review epidemiologic and current evidence-based research for clinical outcomes assessment
 - vi. Protective Equipment Selection, Fitting & Use
 - vii. First Aid/CPR training
 - viii. Infection control
 - ix. Facilitate PPEs
 - x. Practice/event coverage
 - xi. Budget management to provide adequate resources to purchase risk reduction supplies
 - xii. Using communication and interpersonal skills to create trust between student-athletes, coaches, administrators, and the athletic training staff
- e. Organizational/Administrative Value**
 - i. Injury records
 - ii. Credential maintenance
 - iii. Pre-participation examination (PPE)
 - iv. Sports Medicine Team relations
 - v. Emergency Action Plans (EAPs)
 - vi. Quality Control
 - vii. Education
- f. Cost Containment**
 - i. Insurance Premiums
 - ii. Workload Management
 - iii. Medical Services
 - iv. Budget Management
 - v. Fund Raising
 - vi. Academic Success
 - vii. Contracts
- g. AT Influence on Academic Success**
 - i. Student Retention/Academic Progress Rate (APR)
 - ii. Life Skills
 - iii. Conditions Affecting Learning/Psychological issues

EXHIBIT CB

FEE SCHEDULE

SCSB shall be responsible for payment of **\$35 per hour** per athletic trainer, to **H2H** for a Nationally Certified and State Licensed Athletic Trainer to provide athletic training services for the ~~2022-2023~~2021-2022 school year. Hours may vary dependent on practice and game schedules. **SCSB** has requested a minimum of 50 hours per week for game coverage and/or practice coverage at \$35 per hour for a minimum total per week of \$1750.00. Payments shall be sent to H2 HoldCo Inc., PO Box 932184 Atlanta, GA 31193-2184. Additional coverage hours (exceeding the initial 50 hours per week requested) may be provided as mutually agreed upon by both **SCSB** and **H2H** at a rate of \$35 per hour.

EXHIBIT DC

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE H2H HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE H2H'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a H2H as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the H2H does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the H2H or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the H2H of the request, and the H2H must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If H2H does not timely comply with the District's request for records and the appropriate period provided by the District for complying with such request has passed, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A H2H who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

**North East Florida Educational Consortium
2022-2023 Membership**

This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.

Suwannee County District Schools is participating in the following programs for 2022-2023:

Program:	Fee:
NEFEC Membership: Resolution Main Contract #731-23-051	\$18,425.20
Instructional Services Program (ISP) - #23-051-A1	\$29,914.00
Enterprise Resource Software- #23-051-A6	Education Technology Serv. Fee = \$77,356.00 Skyward Annual License Fee = \$17,743.00
Building Code Inspection - #23-051-A27	\$26,490.12
Human Resources Management Network - #23-051-A43	\$5,220.72

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Suwannee County

by Ted Roush, Superintendent

Dated: _____

by Jerry Taylor, Chairperson

Dated: _____

District School Board of Putnam County

by Richard M. Surrency, Sr. Ed.D., Superintendent

Dated: 5-24-22

by Holly Pickens, Chairperson

Dated: 5-24-22

North East Florida Educational Consortium

by Dr. Patrick J. Wnek, Executive Director

Dated: 5-24-22

"Approved as to Form and Sufficiency
BY

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

RESOLUTION

A RESOLUTION OF THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, ADOPTING A PLAN FOR COOPERATING WITH SCHOOL BOARDS OF OTHER DISTRICTS IN THIS STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM, AND CONTRACT FOR THE PURCHASE OF CERTAIN MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES TO BE USED OR PERFORMED IN RESPECTIVE SCHOOL SYSTEMS.

WHEREAS, the District School Board of Suwannee County, Florida, hereafter referred to as the **Board**, has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and services through participation in an Educational Consortium, when it is in the best interest of the educational system and the taxpayers of Suwannee County and for the best interest of the educational system and the school children in meeting the school districts needs, and

WHEREAS, it is necessary to adopt plans for cooperating with school boards of other districts in this State, and in order to initiate this cooperation and these plans it is necessary that the Consortium be initiated by resolutions spread upon the minutes of each school board concerned, and

WHEREAS, the school boards of Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee and Union Counties, P.K. Yonge Developmental Research School, and the Florida School for the Deaf and the Blind, plus any other who adopts a like resolution, have expressed a desire to enter into a collaboration of separate public entities (which is not a partnership, and in which none of the collaborating institutions may incur debt on behalf of any of the others or bind any of the others in contract, and which collaboration is a consortium called the North East Florida Educational Consortium "NEFEC") through which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate programs as authorized and permitted by law and State Board of Education Rules including, but not limited to, those listed in Section I of this resolution. The Superintendents of each of the collaborating school boards shall serve as a member of the Board of Directors of NEFEC.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF
SUWANNEE COUNTY, FLORIDA, IN A REGULAR SESSION ON June 28, 2022, AT
THE SUWANNEE COUNTY SCHOOL ADMINISTRATION BUILDING,
Live Oak, FLORIDA, AS FOLLOWS:

SECTION 1. That the District School Board of Suwannee County, Florida, ("Board") does hereby determine that it is in the best interest of the taxpayers and students of Suwannee County to cooperate with other counties in the operation of an educational consortium, known as the North East Florida Educational Consortium (NEFEC) which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services and/or programs:

- (a) Grants (federal, state, and private): *pursuant to eligibility*
 - FDLRS (Florida Diagnostic and Learning Resources System): *no cost / grant funded*
 - Education Innovation and Research/Rural Connect: *no cost / grant funded*
 - FDLRS Statewide Administration Project: *no cost / grant funded*
 - Institute for Small and Rural Districts: *no cost / grant funded*
 - Title IV Part A: *no cost / grant funded*
 - Title IX Part A: *no cost / grant funded*
 - Progress Monitoring Implementation Support Grant: *no cost / grant funded*
- (b) Instructional Services Program: *contracted services*
 - Opportunity to participate in any grant written in FY 22-23: *pursuant to eligibility requirements.*
 - Professional Development Catalogue (Master Inservice Plan), including endorsement and add-on certification plans.
 - Leadership Plan Development
 - Professional Development Certification Program
 - Textbook adoption for core areas
 - Grant writing support
 - NOELs networking
 - Technical and implementation assistance for legislative mandates
 - Career and Technical Education Networking and Support
 - College and Career Acceleration Support
 - Principal Leadership Academy: *per participant fee*

- Aspiring Leaders Program: *per participant fee*
- Regional PLCs for Principals
- Florida B.E.S.T. Standards professional development
- General Knowledge Test Review professional development
- Literacy professional development
- Clinical Educator and Mentor professional development
- BODLDP (Board of Directors Leadership Development Program)
- NEFEC Connect Professional Development
- (c) E-Learning (professional development courses): *per participant fee – discounted rate*
- (d) Risk Management: *contracted services*
- (e) Policy Development, Revision, and Update Service: *no cost/supported via NEFEC (approx. value of \$5K per district for revision and annual update)*
- (f) Printing Services: *discounted printing services*
- (g) Educational Technology Services: *contracted services*
(student information, human resources, finance)
- (h) Human Resources Management Network: *partially supported by NEFEC/contracted services*
- (i) Public Relations/Web Services: *no cost / supported via NEFEC*
- (j) Legislative Network Services: *partially supported by NEFEC funding/membership fee*
- (k) Building Code Program: *contracted services*
- (l) Information Technology: *contracted services*
- (m) Virtual Instruction Program: *contracted services*
- (n) Any other services or programs deemed necessary by the Board of Directors of the Consortium

Each school district shall have the option of participating in any or all of the above services and/or programs through individual contracts unless otherwise specified in this Resolution.

SECTION 2. That the Board agrees to accept the procedures adopted by the participating boards and agrees to be bound by any contracts and bids once they have been let or executed.

SECTION 3. That Board does hereby agree that the Educational Consortium shall be managed by an Executive Director and all policies will be set by the NEFEC Board of Directors, composed of the Superintendents (or equivalent position) of the participating school districts. All personnel employed by the District School Board of Putnam County (the host school district or district

of record), on behalf of NEFEC, will be governed by the host school district school board's policies.

SECTION 4. NEFEC's business office and physical operation will be located in Putnam County, Florida.

SECTION 5. That the NEFEC Board of Directors shall determine the needed services, products and/or programs; establish the charge for services rendered by NEFEC to the Cooperating Boards or other School Boards availing themselves of the services offered by the NEFEC; set policies; recommend the establishment of positions and individuals for appointment to the district of record; and establish a uniform method for participating school districts to evaluate services and/or programs provided.

SECTION 6. That all procedures, contracts and bidding shall comply with all applicable State Laws, State Board of Education Rules, and policies of the District School Board wherein the business office of NEFEC is located.

SECTION 7. That the member school district shall pay a base assessment of \$2,725.00 plus \$1.85 per unweighted FTE, based on 2021-2022 FEFP Third Calculation FTE enrollment figures, for the general operation of NEFEC, \$930.00 for Indirect Cost fees to be rebated to Putnam County District Schools, serving as Fiscal Agent, and a base assessment of \$3,500.00 for participation in the NEFEC Legislative Network Services Program.

SECTION 8. This resolution and the agreement set forth herein shall be in full force and effect for the 2022-2023 fiscal year, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium.

SECTION 9. That this agreement between the cooperating school boards of the NEFEC, as set forth in this resolution, will be in operation and effective from July 1, 2022, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in NEFEC shall be binding from said date of July 1, 2022.

SECTION 10. The official name of the educational consortium is North East Florida Educational Consortium ("NEFEC") and has been in existence since July 1, 1976.

CONTRACTUAL AGREEMENT

731-23-051

The District School Board of Suwannee County

AND

**The District School Board of Putnam County on behalf of the
North East Florida Educational Consortium**

THIS CONTRACT between the District School Board of Suwannee County, herein referred to as the **BOARD**, and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as **NEFEC**, is for the purpose of providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

1. The above stated recital is true and correct and is incorporated herein by reference as a Contract term.
2. This contract shall begin on July 1, 2022. All work shall be completed by June 30, 2023, unless otherwise indicated in specific attachments.
3. No payment will be invoiced or paid for any work performed after June 30, 2023, unless otherwise indicated in specific attachments.
4. NEFEC shall be in compliance with the following:
 - (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). NEFEC shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
 - (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
 - (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless NEFEC has been declared exempt or deferred from these provisions.

Performance by the Board of any of its obligations under this contract shall

be subject to NEFEC's compliance with such provisions.

5. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify NEFEC by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 6.
6. Upon Contract cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work completed and paid for prior to the effective date of the cancellation of the contract will become the property of the Board and will be turned over promptly by NEFEC. Any services(s) and/or product(s) reflected in the attachments to this contract may, in addition to the reason provided in paragraph 5, above, be canceled only by:
 - (a) mutual consent of both parties, or
 - (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.
7. Should NEFEC be unable to deliver as required in this contract, NEFEC may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an "act of God" or "force majeure". An "act of God" or "force majeure" is defined as An "act of God" or "force majeure" is defined for purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of NEFEC and which by the exercise of due diligence NEFEC is unable, wholly or in part, to prevent or overcome. Unless this contract is properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.

8. This contract may be changed or modified only by an amendment executed in the same manner as the original.
9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified or as may be amended pursuant to other provisions in this contract.
10. NEFEC shall provide to the Board written progress reports for each attachment to the contract as may be reasonably requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of NEFEC have been met pursuant to the contract and that payment should be made according to such invoices.
11. The Board agrees as follows:
 - (a) To cooperate in all matters requiring concurrences or approval.
 - (b) To designate in writing to NEFEC a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.
 - (c) To pay to NEFEC the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statue. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.
12. NEFEC agrees to provide the products(s) and/or services(s) as per each attachment to this contract.
13. Each Attachment to this Contract is incorporated by reference herein. Any additional Attachments, executed after the effective date of this Contract, shall be incorporated into this Contract. Said Attachments shall have a signature page and appropriate reference to this Contract.
14. If a conflict arises between the terms of any Attachment and this Contract, the terms of the Attachment shall control.

15. In cases whereby NEFEC receives federal grant dollars and disburses those funds to districts through cash advances and cost reimbursements, the following rules and regulations apply: Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, NEFEC agrees to compensate the Board, on a cost-reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to NEFEC.
16. This contract is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Sections 287.058, 287.0582, and 215.422, Florida Statutes:

287.058

(1)

- a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
- c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter 119, Florida Statutes, and made or received by such party in conjunction with this contract.

(2) An authorized representative of the agency head and NEFEC, prior to the rendering of any contractual service, shall sign the written contract.

287.0582 - The State of Florida's performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the date the invoice is received or the goods or services are received, inspected and approved, whichever is later, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Invoices returned

to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

17. The parties recognize and agree NEFEC is a public entity and is therefore subject to the limitations of liability under the provisions of Sovereign Immunity. All provisions in this contract and any of its attachments or amendments shall be subject to the State of Florida law pertaining to Sovereign Immunity notwithstanding anything to the contrary contained in such documents.

18. **LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:**

NEFEC shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if NEFEC had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall NEFEC's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that NEFEC would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which NEFEC would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that this agreement includes a release of all known and unknown claims. To the extent permitted by law, NEFEC warrants that any works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in Palatka, Putnam County, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. Subject to the terms of valid attachments, this Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of NEFEC.

19. LEGAL RELATIONSHIPS

NEFEC is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into contracts for the use and benefit of all Consortium members and participating school boards.

The Board has elected to contract with NEFEC as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of NEFEC for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

SCSB 2023-71 (REVISED/RENEWAL)

ATTACHMENT #23-051-A1 TO CONTRACT # 731-23-051 BETWEEN THE SUWANNEE COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM HEREIN REFERRED TO AS NEFEC, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2022, TO JUNE 30, 2023:

I. OBLIGATIONS OF NEFEC:

The NEFEC Instructional Services Program agrees to provide the Suwannee County District School Board the following services:

- A. To coordinate the NEFEC Organization of Educational Leaders (NOEL) meetings. The meetings will provide district level instructional staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
- B. To coordinate role-alike networking meetings as needed which may include title directors, district data representatives, and mental health contacts.
- C. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as accountability requirements, district reading requirements, safety and mental health mandates, required instruction reporting, and B.E.S.T. Standards.
- D. To provide facilitation and coordination of the development of plans required by Florida Statute and/or the Florida Department of Education. This includes the professional learning catalogue, professional development certification plan, endorsement plans, and leadership development plans.
- E. To provide regional grant writing and district grant support through template development. Grant writing will include state, federal, and foundation proposals.
- F. To pursue legislative funding and Florida DOE funding as directed by the NOELs and/or NEFEC Board of Directors.
- G. To provide access to online educational resources through the NEFEC website, including data visualizations and the professional learning registration system.
- H. To facilitate the implementation of a regional professional development certification program.
- I. To facilitate college and career networking, including coordination of two counselor forums and support for the Comprehensive Local Needs Assessment.
- J. To coordinate the textbook adoption process for core subject areas. Coordination includes an evaluation process, the coordination of vendors, compilation of data and distribution of data summaries.
- K. To provide regional clinical educator and mentor training.
- L. To provide online and regional face-to-face professional learning. This includes standards training, PLCs for school administrators, writing training, and other topics as requested by NOELs.
- M. To provide access to professional learning through established partnerships.
- N. To facilitate and support the NEFEC Board of Directors Leadership Development Project (BODLDP).

II. OBLIGATIONS OF THE BOARD:

The Suwannee County District School Board agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- B. The Board designates Asst. Supt. Instr., a staff member of the Suwannee County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
- C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
- D. To serve in an advisory capacity to NEFEC's Instructional Services Department.
- E. To assist in planning and evaluating Instructional Services Program functions.
- F. To pay to NEFEC \$29,914.00 which represents a base fee of \$2,500, plus \$4.50 per FTE, FTE figures based on 2021-22 FEFP Third Calculation. Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January 2023.

ATTACHMENT #23-051-A6 TO CONTRACT #731-23-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, FOR THE MAINTENANCE AND SUPPORT OF ENTERPRISE RESOURCE SOFTWARE PURSUANT TO F.S.1011.71 (2) (d).

This ENTERPRISE RESOURCE SOFTWARE AGREEMENT is entered into, by and between NEFEC and the Board, to provide hosting services, technical support and training for the Skyward Enterprise Resource Software.

This Contract period shall be from July 1, 2022, to June 30, 2023, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC hereby agrees:

- A. To provide hosting capabilities that support the Skyward fully integrated Finance, Human Resource and Student enterprise resource software system.
- B. To ensure Skyward enterprise resource software system is capable of complying with all existing State mandated reporting requirements of school districts.
- C. To provide Tier 1 and advanced technical support and training for the Skyward enterprise resource software system.
- D. Procure necessary third-party applications on behalf of district upon request in support of services outlined herein.
- E. To provide customized reports and visualization of Skyward data via the Skyward database or the Ed-Fi Operational Data Store (FLCODE ODS).
- F. To provide hardware and infrastructure necessary to store Board data, provide access to such data on demand and successfully execute the data functions of the school district in accordance with Exhibit A - ETS Service Level Agreement.
- G. To provide disaster recovery measures which include:
 1. Active replication of district's data files from host to off-site Disaster Recovery site; and
 2. Daily, weekly, and monthly backups; and
 3. Failover to redundant telecommunication link in the event primary circuit fails; and
 4. Conducting an annual test of Disaster Recovery procedures to ensure at a minimum that a payroll cycle can be successfully completed using the off-site Disaster Recovery equipment and files.
- H. To accept the responsibility of being the custodian of the Board's data and to make every effort to protect and secure the data from unauthorized access.
- I. To conduct semi-annual planning meetings with the ETS Advisory Council and develop an annual plan and budget for their review and approval.
- J. To aid and assist member districts in the planning and procurement of hardware to be attached to the NEFEC Educational Technology Services Operations Center.
- K. To provide professional technical staff as approved by the Advisory Council.

- L. To respond on a timely basis to the requests of the member districts and the priorities established through the user committees.
- M. To plan for and provide system support software to meet the needs of the member districts.
- N. To provide technical support to the district MIS Departments.
- O. To provide a User Help Desk Service.
- P. To plan for and provide application software as approved by the Advisory Council to meet the needs of the member districts.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- B. To pay the following annual district assessments:
 - 1. Educational Technology Services Fee - \$77,356 (FTE cost based off the 2021-22 third calculation of the FEFP). The amount includes a \$50,457 base fee plus a graduated rate assessment of \$34.31 for FTE less than 5,000, \$32.60 for FTE between 5,000-9,999, and \$30.88 for FTE greater than 10,000.
 - 2. Skyward Annual License Fees for software maintenance totaling \$17,743.
 - 3. NEFEC will invoice the Board on July 1 and January 1 of the fiscal year. Payment will be due within 40 days of receiving the invoice.
- C. To appoint a security officer to control access privileges to the Board's data.
- D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

EXHIBIT A

ETS Service Level Agreement

This Service Level Agreement sets forth the provisions for management and hosting of district data.

1. **Services.** NEFEC shall provide the following services each year:
 - a. Hosting of Skyward Enterprise Resource software and third-party software solutions on NEFEC resources, secured behind the NEFEC firewall; and
 - b. Data security management services to ensure participating districts have secure access to their data; and
 - c. Responsible as the custodian of the district data and to make every effort to protect and secure the data from unauthorized access; and
 - d. Routine maintenance of all infrastructure components in accordance with industry standards; and
 - e. Routine backups of hosted applications and data for purposes of archiving and allowing for recovery in the event of catastrophic failure. Backup data retention protocols are documented in the ETS Disaster/Recovery plan.
2. **Confidentiality.** NEFEC acknowledges and agrees that the algorithms and other materials comprising of Skyward Enterprise Resource software and hosted third party software are Confidential Information.
3. **Uptime Service Level Requirement.** NEFEC shall exercise a best-effort approach to service availability and shall strive to provide an industry standard ninety-nine and 90/100 percent (99.9%) Product Uptime. NEFEC guarantees a ninety-eight and one-half percent (98.5%) Product Uptime, excluding scheduled maintenance. NEFEC shall provide districts with its current maintenance schedule as indicated on the NEFEC Educational Technology Services webpage and will notify districts if that schedule changes. Furthermore, NEFEC shall not be held financially responsible in the event of an unscheduled service/Product availability outage due to an unexpected systems failure, natural disaster, or software fault unrelated to the host server.

System Maintenance Schedule:

Day of Week	Time	System Availability	Skyward Update Activity
Mon - Fri	4:00pm - 6:00pm	Possible performance slowdown	RMAs, Addendums
Saturday	6:00pm - 10:00pm	Limited system availability	
Tue, Thu, Sat	10:00pm - 11:00pm	System may not be available	Reboot of servers
Every 3rd Saturday	6:00pm - 2:00am	System may not be available	Releases

4. **Effect of Termination.** In the event of the expiration or termination of this Agreement for any reason, NEFEC shall take such action as is reasonably requested by the district in connection with the relocation of the data to a new hosting service.

EXHIBIT B

Form of Language to be Included in Board Sublicense Agreements

1. ***Certified Administrator.*** Board acknowledges and agrees to have at least one employee or third-party contractor that has been deemed a Certified Administrator by NEFEC on their current version of the software provided by NEFEC to board. The Certified Administrator must have completed training and/or certification classes with NEFEC's certified instructors on the administration of the software provided by NEFEC to board. Board also acknowledges and agrees that in order to obtain whole version product upgrades, their Certified Administrator(s) may be required to attend training and/or certification classes that explain how to upgrade and administrate the new version of the software products.
2. ***Super Administrator.*** Board shall designate one or more Super Administrators in accordance with data privacy and security requirements of FERPA. Through the Super Administrator(s), Board shall be responsible for assigning and maintaining Roles and Custom Roles (both as defined in the data privacy and security requirements of FERPA) and in order to ensure disclosure of personally identifiable information solely to users with a legitimate need to carry out the purposes of this Agreement.
3. ***Directory Maintenance.*** Board is responsible for maintaining a directory of User IDs for all Authorized Users and associating each User ID with one or more Roles or Custom Roles. Board is responsible for ensuring that its Authorized Users use only their respective assigned User IDs and do not use another's User ID. Board will adopt and maintain such security precautions for User IDs and passwords to prevent their disclosure to, and use by, unauthorized persons.
4. ***Disclosures.*** Through the Super Administrator, board will implement a process to ensure that data aggregated by board for analysis is disclosed only to authorized representatives of board. The Super Administrator may approve disclosures of personally identifiable information to a third party application provider only if specifically authorized by board or if the third party application provider is an authorized representative of a State Educational Agency with respect to its functions for evaluating and ensuring compliance with federal and state supported education programs, board has entered a written or electronic agreement with such third party application provider to obtain services from such provider, the disclosures are needed to provide such services, and such agreement provides that the personally identifiable information will be used only for that purpose and that the personally identifiable information will be destroyed when the service is terminated or when the board data is no longer needed for that purpose.
5. ***Indemnification.*** NEFEC's licensors shall have no liability to board with respect to any infringement or claim thereof that is caused by (i) the use of the software provided by NEFEC to board in a manner for which it was neither designed nor contemplated, or (ii) any unauthorized modification of the software provided by NEFEC to board or combination of the software provided by NEFEC to board with any other product that causes the software provided by NEFEC to board thereof to become infringing.

ATTACHMENT # 23-051-A27 TO CONTRACT # 731-23-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, FOR THE SERVICES OF A BUILDING CODE ADMINISTRATOR.

This contract period shall be from July 1, 2022, to June 30, 2023, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC hereby agrees to the following:

- A. To employ a Building Code Administrator in accordance with the procedures established by the BCA Advisory Committee. The individual will report to each of the district contacts as well as NEFEC's Associate Executive Director.
- B. To issue all permits required by the Florida Building Code and State Statue 1013.38 (School Boards to ensure that facilities comply with building codes and life safety codes).
- C. Permits issued will cover any new construction, remodeling, and renovations of any facilities and the repair, removal, enlargement, alteration, conversion or replacement of any electrical, gas, mechanical or plumbing systems.
- D. To review and approve plans, and construction documents to be permitted and coordinate plan review with the appropriate fire safety inspector.
- E. To inspect all phases of the construction project for the required inspections and visit the job site to coordinate the construction process.
- F. To meet with contractors, architects, and engineers on preconstruction planning and during the construction project.
- G. To issue an annual maintenance permit as required by State Statue 553.80(6) (d) and SREF.
- H. To review district annual facility maintenance permit work orders for compliance with the State Statues, State Requirements for Educational Facilities (SREF), Florida Building Code and the Florida Fire Prevention code.
- I. To perform code compliance inspections for work orders that fall under the annual facility maintenance permit. This includes any alterations to existing electrical, gas, mechanical, plumbing systems. Any emergency repairs, minor renovations, and minor remodeling as long as the projects do not exceed \$200,000.00 per project.
- J. To issue day labor project permits for any construction projects estimated to cost \$200,000.00 or less and perform code compliance inspections.
- K. To provide training and updates for the Florida Building Code and the State Requirements for Educational Facilities (SREF) for maintenance personnel.
- L. To perform annual inspections for all portable classrooms as required by SREF and the Florida Building Code.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- B. To designate Dir. of Facilities, a staff member of the Suwannee County District Schools, to act on behalf of the Board in all matters in connection with this contract attachment and approve all reports, drafts and invoices.
- C. To provide temporary office space as needed by staff.
- D. To pay NEFEC \$26,490.12, which is a proportionate share of the agreed upon budget for FY 2022-2023. Participating districts include Baker, Gilchrist, Hamilton, Levy, Suwannee and Union Counties.
- E. That participation in this program shall be on the annual option renewal. In the event of withdrawal from this program, the Board shall provide a sixty (60) day written notice of intent to withdraw and subsequently withdraw at fiscal year end June 30, 2023.

That this contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

ATTACHMENT #23-051-A43 TO CONTRACT #731-23-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, TO PROVIDE HUMAN RESOURCE MANAGEMENT NETWORK SERVICES AND RELATED SUPPORT SERVICES:

I. OBLIGATIONS OF NEFEC:

NEFEC agrees to the following:

- A. Assist Human Resources Management Network members in streamlining their Human Capital Management Systems.
- B. Facilitate networking and sharing of best practices.
- C. Assist districts in planning and coordinating targeted professional development for Human Resource Management Network members.
- D. Collaborate and inform members of the Human Resource Management Network on all matters related to innovative recruitment and retention initiatives/strategies.
- E. Provide training and support for implementation of Skyward Fast Track.
- F. Assist participating districts in developing recruitment programs and marketing materials.
- G. Target specific universities and teaching colleges within Florida and out-of-state (if applicable) for recruitment visits (includes registration fees for respective career fairs).
- H. Coordinate with district staff to plan a recruitment event for the Northeast Florida Region based on district's needs.
- I. Work with districts and NEFEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options, and community involvement in welcoming and supporting new teachers.
- J. Work with districts on grow your own teacher initiatives.
- K. Serve as a liaison with the Florida Department of Education's Recruitment and Retention Office and work to secure support for NEFEC recruitment initiatives.
- L. Assist districts with the use of Human Capital Management System data.
- M. Facilitate Human Resource related professional learning as needed.
- N. Provide technical assistance with legislation.

II. OBLIGATIONS OF THE BOARD:

The Board agrees:

- A. To designate the following district staff member Dir. of H.R., to act as the Human Resource Management Network contact.
- B. To pay NEFEC \$5,220.72 based on \$.66/FTE (FTE figures are based on the 2021-2022 FEFP Third Calculation enrollment of 6,092) plus \$1,200.00 base fee. NEFEC will invoice the Board upon receipt of this properly signed contract.
- C. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

INFO ONLY

2023-71

SCSB 2022-62 (REVISED/RENEWAL)

North East Florida Educational Consortium 2021-2022 Membership

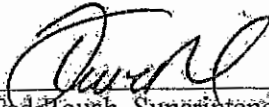
This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.

Suwannee County District Schools is participating in the following programs for ~~2021-2022~~ 2022-2023.

Program:	Fee:	
NEREC Membership: Resolution Main Contract #731-22-051	\$18,056.75 \$18,425.20	
Instructional Services Program (ISP) - #22-051-A1	\$28,991.50 \$29,914.00	
Enterprise Resource Software- #22-051-A6	Education Technology Serv. Fee = \$77,806.00 SY2020-21 Lease Purchase = \$16,632.00 Skyward Annual License Fee = \$17,015.00	\$77,356.00 \$17,743.00
Building Code Inspection - #22-051-A27	\$26,490.12	
Human Resources Management Network - #22-051-A43	\$5,085.42 \$5,220.72	

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Suwannee County

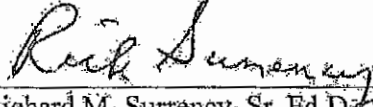

by Ted Roush, Superintendent.

Dated: JUL 27 2021


by Tim Alcorn, Board Chair

Dated: JUL 27 2021

District School Board of Putnam County


by Richard M. Surrency, Sr. Ed. D., Superintendent

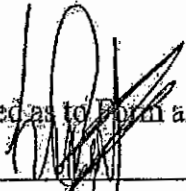
Dated: 10-1-21


by Holly Pickens, Chairperson

Dated: 10-1-21

North East Florida Educational Consortium


by Dr. Patrick J. Wnek, Executive Director

"Approved as to Form and Sufficiency" Dated: 10-1-21
BY 

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

RESOLUTION

A RESOLUTION OF THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, ADOPTING A PLAN FOR COOPERATING WITH SCHOOL BOARDS OF OTHER DISTRICTS IN THIS STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM, AND CONTRACT FOR THE PURCHASE OF CERTAIN MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES TO BE USED OR PERFORMED IN RESPECTIVE SCHOOL SYSTEMS.

WHEREAS, the District School Board of Suwannee County, Florida, hereafter referred to as the Board, has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and services through participation in an Educational Consortium, when it is in the best interest of the educational system and the taxpayers of Suwannee County and for the best interest of the educational system and the school children in meeting the school districts needs, and

WHEREAS, it is necessary to adopt plans for cooperating with school boards of other districts in this State, and in order to initiate this cooperation and these plans it is necessary that the Consortium be initiated by resolutions spread upon the minutes of each school board concerned, and

WHEREAS, the school boards of Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee and Union Counties, P.K. Yonge Developmental Research School, and the Florida School for the Deaf and the Blind, plus any other who adopts a like resolution, have expressed a desire to enter into a collaboration of separate public entities (which is not a partnership, and in which none of the collaborating institutions may incur debt on behalf of any of the others or bind any of the others in contract, and which collaboration is a consortium called the North East Florida Educational Consortium "NEFEC") through which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate programs as authorized and permitted by law and State Board of Education Rules including, but not limited to, those listed in Section I of this resolution. The Superintendents of each of the collaborating school boards shall serve as a member of the Board of Directors of NEFEC.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF
SUWANNEE COUNTY, FLORIDA, IN A REGULAR SESSION ON June 28 ²⁰²²
~~July 27, 2021~~, AT
THE SUWANNEE COUNTY SCHOOL ADMINISTRATION BUILDING,
Live Oak, FLORIDA, AS FOLLOWS:

SECTION 1. That the District School Board of Suwannee County, Florida, ("Board") does hereby determine that it is in the best interest of the taxpayers and students of Suwannee County to cooperate with other counties in the operation of an educational consortium, known as the North East Florida Educational Consortium (NEFEC) which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services and/or programs:

- (a) Grants (federal, state, and private): *pursuant to eligibility*
 - FDLRS (Florida Diagnostic and Learning Resources System): *no cost / grant funded*
 - Education Innovation and Research/Rural Connect: *no cost / grant funded*
 - FDLRS Statewide Administration Project: *no cost / grant funded*
 - Institute for Small and Rural Districts: *no cost / grant funded*
 - Title IV Part A: *no cost / grant funded*
- (b) Instructional Services Program: *contracted services*
 - Opportunity to participate in any grant written in FY ²²⁻²³~~21-22~~: *pursuant to eligibility requirements.*
 - Professional Development Catalogue (Master Inservice Plan), including endorsement and add-on certification.
 - Leadership Plan Development
 - Professional Development Certification Program
 - Textbook adoption for core areas
 - Grant writing support
 - NOELs initiatives
 - Technical and implementation assistance for legislative mandates
 - Title Director Networking
 - Career and Technical Education Networking and Support
 - College and Career Acceleration Support
 - Principal Leadership Academy: *per participant fee*
 - Aspiring Leaders Program: *per participant fee*

- ~~Master Scheduling Training: per participant fee~~
- Regional PLCs for Principals
- Florida B.E.S.T. Standards professional development
- General Knowledge Test Review professional development
- Literacy professional development
- Clinical Educator and Mentor professional development
- BODLDP (Board of Directors Leadership Development Program)
- NEFEC Connect Professional Development
- (c) E-Learning (professional development courses): *per participant fee -- discounted rate*
- (d) ~~Student Testing: contracted services~~
- (e) Risk Management: *contracted services*
- (f) Policy Development, Revision, and Update Service: *no cost/supported via NEFEC (approx. value of \$5K per district for revision and annual update)*
- (g) Printing Services: *discounted printing services*
- (h) Educational Technology Services: *contracted services*
(student information, human resources, finance)
- (i) Human Resources Management Network: *partially supported by NEFEC/
contracted services*
- (j) Public Relations/Web Services: *no cost / supported via NEFEC*
- (k) Legislative Network Services: *partially supported by NEFEC funding/membership fee*
- (l) Building Code Program: *contracted services*
- (m) Information Technology: *contracted services*
- (n) Virtual Instruction Program: *contracted services*
- (o) Any other services or programs deemed necessary by the Board of Directors of the Consortium

Each school district shall have the option of participating in any or all of the above services and/or programs through individual contracts unless otherwise specified in this Resolution.

SECTION 2. That the Board agrees to accept the procedures adopted by the participating boards and agrees to be bound by any contracts and bids once they have been let or executed.

SECTION 3. That Board does hereby agree that the Educational Consortium shall be managed by an Executive Director and all policies will be set by the NEFEC Board of Directors, composed of the Superintendents (or equivalent position) of the participating school districts. All

personnel employed by the District School Board of Putnam County (the host school district or district of record), on behalf of NEFEC, will be governed by the host school district school board's policies.

SECTION 4. NEFEC's business office and physical operation will be located in Putnam County, Florida.

SECTION 5. That the NEFEC Board of Directors shall determine the needed services, products and/or programs; establish the charge for services rendered by NEFEC to the Cooperating Boards or other School Boards availing themselves of the services offered by the NEFEC; set policies; recommend the establishment of positions and individuals for appointment to the district of record; and establish a uniform method for participating school districts to evaluate services and/or programs provided.

SECTION 6. That all procedures, contracts and bidding shall comply with all applicable State Laws, State Board of Education Rules, and policies of the District School Board wherein the business office of NEFEC is located.

SECTION 7. That the member school district shall pay a base assessment of \$2,725.00 plus \$1.85 per unweighted FTE, based on ²⁰²²2020-2021 FEFP Second Calculation FTE enrollment figures, for the general operation of NEFEC, ^{930.00}\$940.80 for Indirect Cost fees to be rebated to Putnam County District Schools, serving as Fiscal Agent, and a base assessment of \$3,500.00 for participation in the NEFEC Legislative Network Services Program.

SECTION 8. This resolution and the agreement set forth herein shall be in full force and effect for the ²⁰²²⁻²⁰²³2021-2022 fiscal year, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium.

SECTION 9. That this agreement between the cooperating school boards of the NEFEC, as set forth in this resolution, will be in operation and effective from July 1, ²⁰²²2021, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in NEFEC shall be binding from said date of July 1, ²⁰²²2021.

SECTION 10. The official name of the educational consortium is North East Florida Educational Consortium ("NEFEC") and has been in existence since July 1, 1976.

CONTRACTUAL AGREEMENT**731-22-051****The District School Board of Suwannee County****AND****The District School Board of Putnam County on behalf of the
North East Florida Educational Consortium**

THIS CONTRACT between the District School Board of Suwannee County, herein referred to as the **BOARD**, and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as **NEFEC**, is for the purpose of providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

1. The above stated recital is true and correct and is incorporated herein by reference as a Contract term.
2. This contract shall begin on July 1, ²⁰²²~~2021~~. All work shall be completed by June 30, ²⁰²³~~2022~~, unless otherwise indicated in specific attachments.
3. No payment will be invoiced or paid for any work performed after June 30, ²⁰²³~~2022~~, unless otherwise indicated in specific attachments.
4. NEFEC shall be in compliance with the following:
 - (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). NEFEC shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
 - (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
 - (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless NEFEC has been declared exempt or deferred from these provisions.

Performance by the Board of any of its obligations under this contract shall

be subject to NEFEC's compliance with such provisions.

5. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify NEFEC by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 6.
6. Upon Contract cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work completed and paid for prior to the effective date of the cancellation of the contract will become the property of the Board and will be turned over promptly by NEFEC. Any services(s) and/or product(s) reflected in the attachments to this contract may, in addition to the reason provided in paragraph 5, above, be canceled only by:
 - (a) mutual consent of both parties, or
 - (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.
7. Should NEFEC be unable to deliver as required in this contract, NEFEC may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an "act of God" or "force majeure". An "act of God" or "force majeure" is defined as An "act of God" or "force majeure" is defined for purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of NEFEC and which by the exercise of due diligence NEFEC is unable, wholly or in part, to prevent or overcome. Unless this contract is properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.

8. This contract may be changed or modified only by an amendment executed in the same manner as the original.
9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified or as may be amended pursuant to other provisions in this contract.
10. NEFEC shall provide to the Board written progress reports for each attachment to the contract as may be reasonably requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of NEFEC have been met pursuant to the contract and that payment should be made according to such invoices.
11. The Board agrees as follows:
 - (a) To cooperate in all matters requiring concurrences or approval.
 - (b) To designate in writing to NEFEC a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.
 - (c) To pay to NEFEC the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statue. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.
12. NEFEC agrees to provide the products(s) and/or services(s) as per each attachment to this contract.
13. Each Attachment to this Contract is incorporated by reference herein. Any additional Attachments, executed after the effective date of this Contract, shall be incorporated into this Contract. Said Attachments shall have a signature page and appropriate reference to this Contract.
14. If a conflict arises between the terms of any Attachment and this Contract, the terms of the Attachment shall control.

15. In cases whereby NEFEC receives federal grant dollars and disburses those funds to districts through cash advances and cost reimbursements, the following rules and regulations apply: Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, NEFEC agrees to compensate the Board, on a cost-reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to NEFEC.

16. This contract is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Sections 287.058, 287.0582, and 215.422, Florida Statutes:

287.058

(1)

- a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
- c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter 119, Florida Statutes, and made or received by such party in conjunction with this contract.

(2) An authorized representative of the agency head and NEFEC, prior to the rendering of any contractual service, shall sign the written contract.

287.0582 - The State of Florida's performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the date the invoice is received or the goods or services are received, inspected and approved, whichever is later, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Invoices returned

to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

17. The parties recognize and agree NEFEC is a public entity and is therefore subject to the limitations of liability under the provisions of Sovereign Immunity. All provisions in this contract and any of its attachments or amendments shall be subject to the State of Florida law pertaining to Sovereign Immunity notwithstanding anything to the contrary contained in such documents.

18. **LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:**

NEFEC shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if NEFEC had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall NEFEC's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that NEFEC would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which NEFEC would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that this agreement includes a release of all known and unknown claims. To the extent permitted by law, NEFEC warrants that any works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in Palatka, Putnam County, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. Subject to the terms of valid attachments, this Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of NEFEC.

19. LEGAL RELATIONSHIPS

NEFEC is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into contracts for the use and benefit of all Consortium members and participating school boards.

The Board has elected to contract with NEFEC as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of NEFEC for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

INFO ONLY

2023-71

SCSB 2022-62 (REVISED/RENEWAL)

ATTACHMENT #22-051-A1 TO CONTRACT # 731-22-051 BETWEEN THE SUWANNEE COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM HEREIN REFERRED TO AS NEFEC, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2021, TO JUNE 30, 2022:

I OBLIGATIONS OF NEFEC:

The NEFEC Instructional Services Program agrees to provide the Suwannee County District School Board the following services:

- A. To coordinate the NEFEC Organization of Educational Leaders (NOEL) meetings. The meetings will provide district level instructional staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
- B. To coordinate ~~networking meetings for district title directors, district data representatives, and other groups as needed.~~ role-alike networking meetings as needed which may include title(*
- C. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as accountability requirements, district reading requirements, safety and mental health, mandates, required instruction reporting, and ~~the Every Student Succeeds Act (ESSA).~~ B.E.S.T. Standards.
- D. To provide facilitation and coordination of the development of plans required by Florida Statute and/or the Florida Department of Education. This includes the professional learning catalogue, professional development certification plan, endorsement plans, and leadership development plans.
- B. To provide regional grant writing and district grant support through template development. Grant writing will include state, federal, and foundation proposals.
- F. To pursue legislative funding and Florida DOE funding as directed by the NOELs and/or NEFEC Board of Directors.
- G. To provide access to online educational resources through the NEFEC website, including data visualizations and the professional learning registration system.
- H. To facilitate the implementation of a regional professional development certification program.
- I. To facilitate college and career networking, including coordination of two counselor forums and support for the Comprehensive Local Needs Assessment.
- J. To coordinate the textbook adoption process for core subject areas. Coordination includes an evaluation process, the coordination of vendors, compilation of data and distribution of data summaries.
- K. To provide regional clinical educator and mentor training.
- L. To provide online and regional face to face professional learning. This includes standards training, PLCs for school administrators, writing training, and other topics as requested by NOELs.
- M. To provide access to professional learning through established partnerships.
- N. To facilitate and support the NEFEC Board of Directors Leadership Development Project (BODLDP).

II. OBLIGATIONS OF THE BOARD:

The Suwannee County District School Board agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- B. The Board designates Asst. Supt. Inst., a staff member of the Suwannee County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
- C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
- D. To serve in an advisory capacity to NEFEC's Instructional Services Department.
- E. To assist in planning and evaluating Instructional Services Program functions.
- F. To pay to NEFEC ~~\$28,991.50~~ \$29,914.00 which represents a base fee of \$2,500, plus \$4.50 per FTE, FTE figures based on 2020-21 FTEP Second Calculation. Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January ~~2022.~~ 2023.

\$29,914.00
2020-2022 Third

* directors, district data representatives, and mental health contacts.

ATTACHMENT #23-051-A6 TO CONTRACT #731-23-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, FOR THE MAINTENANCE AND SUPPORT OF ENTERPRISE RESOURCE SOFTWARE PURSUANT TO F.S.1011.71 (2) (d).

This ENTERPRISE RESOURCE SOFTWARE AGREEMENT is entered into, by and between NEFEC and the Board, to provide hosting services, technical support and training for the Skyward Enterprise Resource Software.

This Contract period shall be from July 1, 2022, to June 30, 2023, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC hereby agrees:

- A. To provide hosting capabilities that support the Skyward fully integrated Finance, Human Resource and Student enterprise resource software system.
- B. To ensure Skyward enterprise resource software system is capable of complying with all existing State mandated reporting requirements of school districts.
- C. To provide Tier 1 and advanced technical support and training for the Skyward enterprise resource software system.
- D. Procure necessary third-party applications on behalf of district upon request in support of services outlined herein.
- E. To provide customized reports and visualization of Skyward data via the Skyward database or the Ed-Fi Operational Data Store (FLCODE ODS).
- F. To provide hardware and infrastructure necessary to store Board data, provide access to such data on demand and successfully execute the data functions of the school district in accordance with Exhibit A - ETS Service Level Agreement.
- G. To provide disaster recovery measures which include:
 1. Active replication of district's data files from host to off-site Disaster Recovery site; and
 2. Daily, weekly, and monthly backups; and
 3. Failover to redundant telecommunication link in the event primary circuit fails; and
 4. Conducting an annual test of Disaster Recovery procedures to ensure at a minimum that a payroll cycle can be successfully completed using the off-site Disaster Recovery equipment and files.
- H. To accept the responsibility of being the custodian of the Board's data and to make every effort to protect and secure the data from unauthorized access.
- I. To conduct semi-annual planning meetings with the ETS Advisory Council and develop an annual plan and budget for their review and approval.
- J. To aid and assist member districts in the planning and procurement of hardware to be attached to the NEFEC Educational Technology Services Operations Center.
- K. To provide professional technical staff as approved by the Advisory Council.

✓ new language

- L. To respond on a timely basis to the requests of the member districts and the priorities established through the user committees.
- M. To plan for and provide system support software to meet the needs of the member districts.
- N. To provide technical support to the district MIS Departments.
- O. To provide a User Help Desk Service.
- P. To plan for and provide application software as approved by the Advisory Council to meet the needs of the member districts.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- B. To pay the following annual district assessments:
 - 1. Educational Technology Services Fee - \$77,356 (FTE cost based off the 2021-22 third calculation of the FEFP). The amount includes a \$50,457 base fee plus a graduated rate assessment of \$34.31 for FTE less than 5,000, \$32.60 for FTE between 5,000-9,999, and \$30.88 for FTE greater than 10,000.
 - 2. Skyward Annual License Fees for software maintenance totaling \$17,743.
 - 3. NEFEC will invoice the Board on July 1 and January 1 of the fiscal year. Payment will be due within 40 days of receiving the invoice.
- C. To appoint a security officer to control access privileges to the Board's data.
- D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

Replaced

ATTACHMENT #22-051-A6 TO CONTRACT #731-22-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE LESSEE, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY, ON BEHALF OF NEFEC, HEREIN REFERRED TO AS THE LESSOR, FOR THE LEASE-PURCHASE OF ENTERPRISE RESOURCE SOFTWARE PURSUANT TO F.S.1011.71 (2) (d).

This ENTERPRISE RESOURCE SOFTWARE LEASE-PURCHASE AGREEMENT is entered into, by and between the Lessor and the Lessee, to lease its Enterprise Resource Software Product(s) set forth in Section IX of this contract attachment. Effective July 1, 2021, upon the terms and conditions hereinafter set forth, for the consideration stated herein.

I. TERMS AND CONDITIONS

Lessor leases to Lessee and Lessee hereby hires and takes from Lessor the personal property consisting of certain proprietary computer software as set forth in Section IX of this contract attachment which shall include all replacement parts, additions, upgrades and maintenance (hereinafter referred to as the "Software").

II. LIMITED WARRANTY

Lessor makes no warranties (express, implied or statutory) with respect to the Software and the accompanying written materials including, but not limited to, any implied warranties or merchantability or fitness for a particular purpose. In no event will Lessor be liable to Lessee for any direct or indirect damages including loss of profits, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use of or inability to use the Software. In no event, will Lessor's liability exceed the amount of the lease payments charged.

III. TERM

The original term of this Lease-Purchase shall commence on July 1, 2017 and shall terminate June 30, 2022.

IV. NON-APPROPRIATION

In the event the Lessee is not granted funds in future fiscal years for the Software subject to the Agreement or for Software which is functionally similar to the Software and operating funds are not otherwise available to the Lessee to pay the Lease due under the Agreement, and there is no other legal procedure of available funds by or with which payments can be made to the Lessor, and the appropriation did not result from an act or omission by the Lessee, the Lessee shall have the right to terminate the Agreement on the last day of the fiscal period for which appropriation were received. At least thirty (30) days prior to the end of the Lessee's fiscal year, the Lessee's legal counsel shall certify in writing that (a) funds have not been appropriated for the next fiscal year; (b) such non-appropriation did not result from any act or failure to act by the Lessee; and (c) the Lessee has exhausted all funds legally available for payment of the Lease.

V. INDEMNITY

Lessee shall indemnify and hold Lessor harmless of and from any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits or legal proceedings, including court costs, expenses and reasonable attorney's fees, related to the use of the Software, provided however that Lessor shall indemnify and hold Lessee harmless to

the same degree expressed herein from any claim that Lessee's use of the software violates the intellectual property rights of another.

VI. TITLE

All of the Software shall remain personal property and the title thereto shall remain with the Lessor for the term of this Lease-Purchase agreement. Lessee shall keep the Software free from any and all judgments, liens and encumbrances. Lessee shall give Lessor immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save Lessor harmless of and from any loss or damage caused thereby. At the conclusion of this agreement Lessor agrees to grant title of Skyward Enterprise Resource Software to Lessee.

VII. EARLY TERMINATION

In the event Lessee desires to terminate this agreement prior to June 30, 2022, for any reason other than non-appropriation as defined in Section IV of the agreement, Lessee must give notice of one fiscal year to Lessor of their intentions to terminate. Lessee will be responsible for all remaining financial obligations as illustrated in Exhibit A.

VIII. CONFIDENTIALITY

To the extent allowed by Florida law, during the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between Lessor and Lessee. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

IX. OBLIGATIONS OF THE LESSOR

The Lessor hereby agrees:

- A. To procure, install, test and implement the Skyward fully integrated Finance, Human Resource and Payroll enterprise resource software system.
- B. To provide hosting capabilities that support the Skyward fully integrated Finance, Human Resource and Payroll software system.
- C. To ensure Skyward enterprise resource software system is capable of complying with all existing State mandated reporting requirements of school districts.
- D. Provide customized reports and visualization of Skyward data via the Skyward database or the Ed-Fi Operational Data Store (FLCODE ODS).
- E. To provide hardware and infrastructure necessary to store Board data, provide access to such data on demand and successfully execute the data functions of the school district in accordance with Exhibit A - ETS Service Level Agreement.
- F. To provide disaster recovery measures which include:
 1. Active replication of district's data files from host to off-site Disaster Recovery site
 2. Daily, weekly and monthly backups

3. Failover to redundant telecommunication link in the event primary circuit fails, and
 4. Conducting an annual test of Disaster Recovery procedure to ensure at a minimum that a payroll cycle can be successfully completed using the off-site Disaster Recovery equipment and files.
- G. To accept the responsibility of being the custodian of the Board's data and to make every effort to protect and secure the data from unauthorized access.
 - H. To conduct quarterly planning meetings with the ETS Advisory Council and develop an annual plan and budget for their review and approval.
 - I. To aid and assist member districts in the planning and procurement of hardware to be attached to the NEFEC Educational Technology Services Operations-Center.
 - J. To provide professional technical staff as approved by the Advisory Council.
 - K. To respond on a timely basis to the requests of the member districts and the priorities established through the user committees.
 - L. To plan for and provide system support software to meet the needs of the member districts.
 - M. To provide technical support to the district MIS Departments.
 - N. To provide a User Help Desk Service.
 - O. To plan for and provide application software as approved by the Advisory Council to meet the needs of the member districts.

X. OBLIGATIONS OF THE LESSEE

The Lessee hereby agrees:

- A. To pay the following annual district assessment:
 1. Educational Technology Services Fee - \$77,806 (FTE cost based off the 2020-21 second calculation of the FEFP) The amount includes a \$50,457 base fee plus a graduated rate assessment of \$34.31 for FTE less than 5,000, \$32.60 for FTE between 5,000-9,999, and \$30.88 for FTE greater than 10,000.
- B. To pay the scheduled SY2021-22 lease-purchase amount of \$16,632 and annual license fee (ALF) of \$17,015, as outlined in, the payment schedule for Skyward enterprise resource software. The SY2021-22 lease-purchase amount includes fees for a fully integrated Finance, Human Resource and Payroll enterprise resource software system and associated training, data migration, and staff support.
- C. The Lessor will invoice the Board on July 1 and January 1 of the fiscal year. Payment will be due within 40 days of receiving the invoice. See Exhibit B.
- D. To cooperate expeditiously in all matters requiring concurrence or approval in order that the Lessor will not be unduly delayed in performing contractual obligations.
- E. To appoint a security officer to control access privileges to the Board's data.

XI. MODIFICATION OF ATTACHMENT

This lease agreement is incorporated into and subject to all terms and conditions of the master contractual agreement. This agreement may be amended only by an agreement executed in the same manner as the original.

Exhibit A**ETS Service Level Agreement**

This Service Level Agreement sets forth the provisions for management and hosting of district data.

1. **Services.** NEFEC shall provide the following services each year:
 - a. Hosting of Skyward Enterprise Resource software and third-party software solutions on NEFEC resources, secured behind the NEFEC firewall; and
 - b. Data security management services to ensure participating districts have secure access to their data; and
 - c. Responsible as the custodian of the district data and to make every effort to protect and secure the data from unauthorized access; and
 - d. Routine maintenance of all infrastructure components in accordance with industry standards; and
 - e. Routine backups of hosted applications and data for purposes of archiving and allowing for recovery in the event of catastrophic failure. Backup data retention protocols are documented in the ETS Disaster/Recovery plan.
2. **Confidentiality.** NEFEC acknowledges and agrees that the algorithms and other materials comprising of Skyward Enterprise Resource software and hosted third party software are Confidential Information.
3. **Uptime Service Level Requirement.** NEFEC shall exercise a best-effort approach to service availability and shall strive to provide an industry standard ninety-nine and 90/100 percent (99.9%) Product Uptime. NEFEC guarantees a ninety-eight and one-half percent (98.5%) Product Uptime, excluding scheduled maintenance. NEFEC shall provide districts with its current maintenance schedule as indicated on the NEFEC Educational Technology Services webpage and will notify districts if that schedule changes. Furthermore, NEFEC shall not be held financially responsible in the event of an unscheduled service/Product availability outage due to an unexpected systems failure, natural disaster or software fault unrelated to the host server.

System Maintenance Schedule:

Day of Week	Time	System Availability	Skyward Update Activity
Mon - Fri	4:00pm - 6:00pm	Possible performance slowdown	RMAs, Addendums
Saturday	6:00pm - 10:00pm	Limited system availability	
Tue, Thu, Sat	10:00pm - 11:00pm	System may not be available	Reboot of servers
Every 3rd Saturday	6:00pm - 2:00am	System may not be available	Releases

4. **Effect of Termination.** In the event of the expiration or termination of this Agreement for any reason, NEFEC shall take such action as is reasonably requested by the district in connection with the relocation of the data to a new hosting service.

EXHIBIT B**Form of Language to be Included in Board Sublicense Agreements**

1. ***Certified Administrator.*** Board acknowledges and agrees to have at least one employee or third-party contractor that has been deemed a Certified Administrator by NEFEC on their current version of the software provided by NEFEC to board. The Certified Administrator must have completed training and/or certification classes with NEFEC's certified instructors on the administration of the software provided by NEFEC to board. Board also acknowledges and agrees that in order to obtain whole version product upgrades, their Certified Administrator(s) may be required to attend training and/or certification classes that explain how to upgrade and administrate the new version of the software products.
2. ***Super Administrator.*** Board shall designate one or more Super Administrators in accordance with data privacy and security requirements of FERPA. Through the Super Administrator(s), Board shall be responsible for assigning and maintaining Roles and Custom Roles (both as defined in the data privacy and security requirements of FERPA) and in order to ensure disclosure of personally identifiable information solely to users with a legitimate need to carry out the purposes of this Agreement.
3. ***Directory Maintenance.*** Board is responsible for maintaining a directory of User IDs for all Authorized Users and associating each User ID with one or more Roles or Custom Roles. Board is responsible for ensuring that its Authorized Users use only their respective assigned User IDs and do not use another's User ID. Board will adopt and maintain such security precautions for User IDs and passwords to prevent their disclosure to, and use by, unauthorized persons.
4. ***Disclosures.*** Through the Super Administrator, board will implement a process to ensure that data aggregated by board for analysis is disclosed only to authorized representatives of board. The Super Administrator may approve disclosures of personally identifiable information to a third party application provider only if specifically authorized by board or if the third party application provider is an authorized representative of a State Educational Agency with respect to its functions for evaluating and ensuring compliance with federal and state supported education programs, board has entered a written or electronic agreement with such third party application provider to obtain services from such provider, the disclosures are needed to provide such services, and such agreement provides that the personally identifiable information will be used only for that purpose and that the personally identifiable information will be destroyed when the service is terminated or when the board data is no longer needed for that purpose.
5. ***Indemnification.*** NEFEC's licensors shall have no liability to board with respect to any infringement or claim thereof that is caused by (i) the use of the software provided by NEFEC to board in a manner for which it was neither designed nor contemplated, or (ii) any unauthorized modification of the software provided by NEFEC to board or combination of the software provided by NEFEC to board with any other product that causes the software provided by NEFEC to board thereof to become infringing.

Exhibit B

SUWANNEE 5 YEAR PAYMENT SCHEDULE FOR SKYWARD SOFTWARE PURCHASE

	TOTAL OBLIGATION Over 5 Yr Implementation	Business (Implemented in January 2018) 2017-18	BALANCE Remaining	Year 2 2018-19	BALANCE Remaining	Year 3 2019-20	BALANCE Remaining	Year 4 2020-21	BALANCE Remaining	Year 5 2021-22	BALANCE Remaining
Term of Software Purchase(YRS)	5										
Skyward Business	\$ 58,741	\$ 14,103	\$ 44,638	\$ 14,103	\$ 30,535	\$18,178.50	\$20,356.50	\$10,178.25	\$10,178.25	\$10,178.25	\$ -
Skyward Conversion Cost Business	\$ 18,649	\$ 4,331	\$ 14,318	\$ 4,331	\$ 9,987	\$ 4,265	\$5,722	\$ 2,861	\$ 2,861	\$ 2,861	\$ -
Skyward System wide services and software	\$ 17,965	\$ 3,593	\$ 14,372	\$ 3,593	\$ 10,779	\$ 3,593	\$ 7,186	\$ 3,593	\$ 3,593	\$ 3,593	\$ -
*sub-total Skyward Cost	\$ 95,355	\$ 22,027	\$ 73,328	\$ 22,027	\$ 51,301	\$18,036.50	\$33,264.50	\$16,632.25	\$16,632.25	\$16,632.25	\$ -
NEFEC ETS Fees											
(Projection based on SY2020-21)	\$ 354,620	\$ 39,250		\$ 80,467		\$ 79,291		\$ 77,806		\$ 77,806	
Skyward ALF	\$ 76,337	\$ 9,909		\$ 19,810		\$ 13,211		\$ 16,392		\$ 17,015	
*** Total	\$ 526,312	\$ 71,186		\$122,304		\$110,538.50		\$110,830.25		\$111,453.25	

Total Obligation includes:

All Skyward Software Costs
Purchase
Installation
Training (including travel)
Annual License Fees
Conversion Cost

Assumptions:

NEFEC ETS cost approved annually by Advisory Council and subject to reductions or increases based on district needs.

Replaced

SCSB 2022-62 (REVISED/RENEWAL)

INFO ONLY

ATTACHMENT # 22-051-A27 TO CONTRACT # 731-22-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, FOR THE SERVICES OF A BUILDING CODE ADMINISTRATOR.

This contract period shall be from July 1, ²⁰²²~~2021~~, to June 30, ²⁰²³~~2022~~, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC hereby agrees to the following:

- A. To employ a Building Code Administrator in accordance with the procedures established by the BCA Advisory Committee. The individual will report to each of the district contacts as well as NEFEC's Associate Executive Director.
- B. To issue all permits required by the Florida Building Code and State Statute 1013.38 (School Boards to ensure that facilities comply with building codes and life safety codes).
- C. Permits issued will cover any new construction, remodeling, and renovations of any facilities and the repair, removal, enlargement, alteration, conversion or replacement of any electrical, gas, mechanical or plumbing systems.
- D. To review and approve plans, and construction documents to be permitted and coordinate plan review with the appropriate fire safety inspector.
- E. To inspect all phases of the construction project for the required inspections and visit the job site to coordinate the construction process.
- F. To meet with contractors, architects, and engineers on preconstruction planning and during the construction project.
- G. To issue an annual maintenance permit as required by State Statute 553.80(6) (d) and SREF.
- H. To review district annual facility maintenance permit work orders for compliance with the State Statutes, State Requirements for Educational Facilities (SREF), Florida Building Code and the Florida Fire Prevention code.
- I. To perform code compliance inspections for work orders that fall under the annual facility maintenance permit. This includes any alterations to existing electrical, gas, mechanical, plumbing systems. Any emergency repairs, minor renovations, and minor remodeling as long as the projects do not exceed \$200,000.00 per project.
- J. To issue day labor project permits for any construction projects estimated to cost \$200,000.00 or less and perform code compliance inspections.
- K. To provide training and updates for the Florida Building Code and the State Requirements for Educational Facilities (SREF) for maintenance personnel.
- L. To perform annual inspections for all portable classrooms as required by SREF and the Florida Building Code.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- B. To designate Dir. of Facilities, a staff member of the Suwannee County District Schools, to act on behalf of the Board in all matters in connection with this contract attachment and approve all reports, drafts and invoices.
- C. To provide temporary office space as needed by staff.
- 2022-2023 D. To pay NEFEC \$26,490.12, which is a proportionate share of the agreed upon budget for FY 2021-2022. Participating districts include Baker, Gilchrist, Hamilton, Levy, Suwannee and Union Counties.
- E. That participation in this program shall be on the annual option renewal. In the event of withdrawal from this program, the Board shall provide a sixty (60) day written notice of intent to withdraw and subsequently withdraw at fiscal year end June 30, 2022. 2023

That this contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

ATTACHMENT #22-051-A43 TO CONTRACT #731-22-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, TO PROVIDE HUMAN RESOURCE MANAGEMENT NETWORK SERVICES AND RELATED SUPPORT SERVICES:

I. OBLIGATIONS OF NEFEC:

NEFEC agrees to the following:

- A. Assist Human Resources Management Network members in streamlining their Human Capital Management Systems.
- B. Facilitate networking and sharing of best practices.
- C. Assist districts in planning and coordinating targeted professional development for Human Resource Management Network members.
- D. Collaborate and inform members of the Human Resource Management Network on all matters related to innovative recruitment and retention initiatives/strategies.
- E. Provide training and support for implementation of Skyward Fast Track.
- F. Assist participating districts in developing recruitment programs and marketing materials.
- G. Target specific universities and teaching colleges within Florida and out-of-state (if applicable) for recruitment visits (includes registration fees for respective career fairs).
- H. Coordinate with district staff to plan a recruitment event for the Northeast Florida Region based on district's needs.
- I. Work with districts and NEFEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options, and community involvement in welcoming and supporting new teachers.
- J. Work with districts on grow your own teacher initiatives.
- K. Serve as a liaison with the Florida Department of Education's Recruitment and Retention Office and work to secure support for NEFEC recruitment initiatives.
- L. Assist districts with the use of Human Capital Management System data.
- M. Facilitate Human Resource related professional learning as needed.

II. OBLIGATIONS OF THE BOARD: N. Provide technical assistance with legislation.

The Board agrees:

- A. To designate the following district staff member Dir. of H.R., to act as the Human Resource Management Network contact.
- B. To pay NEFEC \$5,085.42 based on \$.66/FTE (FTE figures are based on the 2020-2021 2022 FEFP Second Calculation enrollment of ~~5,887~~) plus \$1,200.00 base fee. NEFEC will invoice the Board upon receipt of this properly signed contract.
- C. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

\$5220.72
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SUWANNEE COUNTY SCHOOL BOARD

**PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT**

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Positive Behavior Supports Corp.** ("Individual"), (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. **SERVICES:** SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.
 - (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
 - (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
 - (vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
 - (i) all applicable federal, state, and local laws, rules, and regulations;
 - (ii) all applicable policies of: SCSB;
 - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and
- F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

This Agreement shall commence on July 1, 2022 and end on June 30, 2023, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph I(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within thirty (30) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it

nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement.

Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

- A. **TERMINATION WITHOUT CAUSE.** Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. **TERMINATION FOR BREACH.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. **IMMEDIATE TERMINATION BY SCSB.** SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
 - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
 - (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;
- D. **EFFECT OF TERMINATION.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SUWANNEE COUNTY SCHOOL BOARD'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Runberger, Kirk & Caldwell
Attorney for Suwannee County School Board
101 North Monroe Street, Suite 120
Tallahassee, FL 32301

Contractor: Mike Nolan, President
Positive Behavior Supports Corp.
7108 S. Kanner Hwy.
Stuart, FL 34997

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT C which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

24. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

- (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SCSB 2023-72 (RENEWAL)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 20__.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor, Chairperson

Date

Ted L. Roush, Superintendent of Schools

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

CONTRACTOR

Witness Signature

Mike Nolan, President
Positive Behavior Supports Corp.

Type or Print Name of Witness

Type or Print Name of Contractor

Date _____

Date _____

EXHIBIT A

SERVICES PROVIDED:



The Agency shall:

- A. Provide behavior analytic services as requested
- B. Present a monthly summary of service rendered
- C. Furnish copies of evaluation/reviews as needed
- D. Provide oversight/supervision of any staff as requested
- E. Comply with all Federal, State, and Local Statutes prohibiting discrimination, abuse, and neglect.
- F. Insurance: The Agency agrees to maintain adequate liability insurance coverage on a comprehensive basis to hold such liability insurance at all times during the term of the contract. The Agency accepts full responsibility for identifying and determining the type(s) and extent of liability the consumers to be served under this contract. Upon the execution of the contract, the Agency shall furnish Suwannee County School District written verification supporting both the determination and existence of such coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. At a minimum the following types of insurance will be maintained by the Agency during the term of this contract:

Type	Amount
Comprehensive General Liability (to include professional liability) with a minimum limit of	\$1,000,000/ occurrence \$2,000,000/ aggregate
Worker's Compensation	Statutory limit, as required

The Suwannee County School Board shall:

- A. Follow and pay for agreed upon services in the compensation agreement listed in Exhibit B
- B. Obtain client consent as needed
- C. Be responsible for encouraging/overseeing that staff utilize behavioral management procedures learned during training and follow ethical guidelines
- D. Provide work space for staff as needed
- E. Settle any outstanding invoices within 30 days of receipt

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Mental Health Allocation

EXHIBIT B

FEE SCHEDULE

Cost Description

The following is a proposed summary of cost per service provided at an hourly rate. PBS provides an extensive list of services in addition to the standard daily supports within the school. These rates are derived based on what other state and private funding sources are currently reimbursing.

Type of Independent Contractor	Hourly Rate
Registered Behavior Technician Training (online including competency exam)	\$150 per person
Board Certified Behavior Analyst (BCBA or BCBA-D) 5% of hours of RBT	\$85.00
Board Certified Assistant Behavior Analyst (BCaBA)	\$65.00
Registered Behavior Technician	\$37.00
Interventions must be designed and overseen by behavior analysts and therefore we are unable to provide behavior assistant services in isolation.	

EXHIBIT C

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

**AGREEMENT BETWEEN THE AGENCY FOR HEALTH CARE ADMINISTRATION
AND THE SUWANNEE COUNTY SCHOOL DISTRICT
FOR THE PROVISION AND REIMBURSEMENT
OF ADMINISTRATIVE CLAIMING ACTIVITIES**

The Agency for Health Care Administration (AHCA) and the Suwannee County School District hereby agree to the principles, terms and effective dates carried in this agreement. This agreement is set forth to define each party's responsibilities in order to effectively administer the provision of and reimbursement for Medicaid administrative claiming activities and is necessary to implement parts of the Medicaid state plan under Title XIX of the Social Security Act. Legal authority for this program is found in sections 1011.70, 409.9071, and 409.908, Florida Statutes, and Title XIX of the Social Security Act. AHCA is the single state agency in Florida under Title XIX of the Social Security Act. Additional, specific federal governing policies and procedures are found in the Office of Management and Budget's (OMB) Circular A-87 and the Code of Federal Regulations (CFR), Title 45, Parts 74 and 95.

I. General Principles

This agreement is to be based on the following general principles:

1. The aforementioned parties have a common and concurrent interest in providing and reimbursing Medicaid administrative claiming activities, within parameters set by the federal Centers for Medicare and Medicaid Services (CMS) and only as approved by CMS. Any changes in the program required by CMS are to be implemented by both of the aforementioned parties.
2. This agreement is in no way intended to modify the responsibilities or authority delegated to the parties.
3. This agreement shall replace any previous agreements or memorandums or understanding which may already exist between these parties regarding the implementation of the mutual obligations of the parties for School District Administrative Claiming. This agreement does not replace or supersede the requirement for each school district to execute a Medicaid Non-Institutional Provider Agreement and to be a current Medicaid Provider to receive reimbursement.
4. Any County School District contractors involved with administrative claiming activities are bound by this agreement with regard to administrative policies and procedures.
5. This agreement provides a mechanism for payment of federal funds from CMS and the parties agree that it in no way creates a requirement for AHCA to reimburse any County School District from AHCA state funds.

II. Terms

Letter of Agreement between Agency for Health Care Administration and School Districts eff: 7-1-2022

III. AHCA agrees to the following terms:

1. AHCA will develop a list and description of Medicaid reimbursable school district administrative claiming activities as defined in Chapter 2 of the federally approved School District Administrative Claiming Guide performed by County School District contract or salaried staff, in coordination with the Department of Education.
2. AHCA will review school district administrative claims for Medicaid reimbursement on a quarterly basis and reimburse the County School District for administrative claiming where allowed under CMS' policies and procedures for the program.
3. AHCA will reimburse the County School District based on federally established rates of 50 percent of allowable administrative activities performed by personnel.
4. AHCA will reimburse the County School District one hundred percent (100%) of the federal share of actual and reasonable costs for Medicaid administrative activities provided by county school districts, as determined by CMS approved cost allocation methodologies and time study formulas.
5. AHCA will forward claims for funding to CMS for Title XIX participation.
6. AHCA will periodically monitor the County School District for compliance with record keeping requirements for reporting reimbursable activities and capturing time, as well as the sampling process and results.
7. AHCA will produce any Medicaid specific reports deemed necessary for the County School District.
8. AHCA will develop procedures for recoupment from the County School District, if warranted by AHCA or CMS monitoring.
9. AHCA will notify the County School District in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
10. AHCA will designate an employee to act as a liaison for the County School District for the administrative claiming program.

The County School District agrees to the following terms:

1. The time accounting system used by the County School District or its contractor must comply with the requirements contained in OMB Circular A-87 and 45 CFR.
2. The County School District must follow the policies and procedures contained in the AHCA "School District Administrative Claiming Guide."

3. Any recoupment of funds due to an audit exception, deferral, or denial deemed appropriate by CMS or AHCA will be the responsibility of the County School District, even after withdrawal from the program.
4. The County School District will maintain (or coordinate a contractor's assistance in maintaining) an AHCA/CMS approved administrative claiming program to include training, the use of standardized sample forms, sampling, the development and maintenance of clearly identifiable cost accounting pools and the application of sample percentages to accounting pools in a manner which will document the process for audits.
5. The County School District will submit claims to AHCA for administrative activities on a quarterly basis. Claims must be submitted as required in Chapter 7 of the School District Administrative Claiming Guide.
6. The County School District shall maintain and be able to produce within specified time frames requested records and material for CMS or AHCA audits.
7. The County School District will designate an employee to act as liaison with AHCA for issues concerning this agreement.

III. Confidentiality

The County School District agrees to safeguard the use and disclosure of information pertaining to current or former Medicaid recipients and comply with all state and federal laws pertaining to confidentiality of patient information.

IV. Effective Date, Changes, Life of this Agreement

1. Effective July 1, 2022, all districts will enter into a new agreement with the Agency. This new agreement will be valid for five (5) years and eligible to be renewed at five year intervals (July 1, 2022 to June 30, 2027). The effective date of this agreement will be July 1, 2022 for all districts that intend to participate in this program on and after July 1, 2022, and that have executed this agreement before July 1, 2022. Any other school district that enters the program between July 1, 2022 and June 30, 2027 will have the same effective date and termination date of the other established districts.
2. Changes may be made to the agreement in the form of amendments and must be signed by all parties.
3. Changes in the CMS matching percentage or costs eligible for match will not be made via this agreement but will be applied pursuant to changes in applicable Medicaid federal regulations and effective the date specified by CMS.
4. The initial agreement will continue in effect for the earlier of five years or until terminated by either AHCA or the County School District. Thereafter, each renewal agreement shall be in effect for a period of five (5) years or until terminated by either AHCA or the County

School District. AHCA or the County School District may terminate this agreement by providing a thirty (30) day written notification to the other party.

SIGNATORIES:

Chairperson, Suwannee County School Board

Authorized School District Representative
Ted L. Roush, Superintendent

Date

SUWANNEE COUNTY SCHOOL DISTRICT
Name of County School District

Deputy Secretary for Medicaid

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**AGREEMENT BETWEEN THE AGENCY FOR HEALTH CARE ADMINISTRATION
AND THE SUWANNEE COUNTY SCHOOL DISTRICT
FOR THE PROVISION AND REIMBURSEMENT
OF ADMINISTRATIVE CLAIMING ACTIVITIES**

The Agency for Health Care Administration (AHCA) and the Suwannee County School District hereby agree to the principles, terms and effective dates carried in this agreement. This agreement is set forth to define each party's responsibilities in order to effectively administer the provision of and reimbursement for Medicaid administrative claiming activities and is necessary to implement parts of the Medicaid state plan under Title XIX of the Social Security Act. Legal authority for this program is found in sections 1011.70, 409.9071, and 409.908, Florida Statutes, and Title XIX of the Social Security Act. AHCA is the single state agency in Florida under Title XIX of the Social Security Act. Additional, specific federal governing policies and procedures are found in the Office of Management and Budget's (OMB) Circular A-87 and the Code of Federal Regulations (CFR), Title 45, Parts 74 and 95.

I. General Principles

This agreement is to be based on the following general principles:

1. The aforementioned parties have a common and concurrent interest in providing and reimbursing Medicaid administrative claiming activities, within parameters set by the federal Centers for Medicare and Medicaid Services (CMS) and only as approved by CMS. Any changes in the program required by CMS are to be implemented by both of the aforementioned parties.
2. This agreement is in no way intended to modify the responsibilities or authority delegated to the parties.
3. This agreement shall replace any previous agreements or memorandums or understanding which may already exist between these parties regarding the implementation of the mutual obligations of the parties for School District Administrative Claiming. This agreement does not replace or supersede the requirement for each school district to execute a Medicaid Non-Institutional Provider Agreement and to be a current Medicaid Provider to receive reimbursement.
4. Any County School District contractors involved with administrative claiming activities are bound by this agreement with regard to administrative policies and procedures.
5. This agreement provides a mechanism for payment of federal funds from CMS and the parties agree that it in no way creates a requirement for AHCA to reimburse any County School District from AHCA state funds.

II. Terms

Letter of Agreement between Agency for Health Care Administration and School Districts eff: 7-1-2022

III. AHCA agrees to the following terms:

1. AHCA will develop a list and description of Medicaid reimbursable school district administrative claiming activities as defined in Chapter 2 of the federally approved School District Administrative Claiming Guide performed by County School District contract or salaried staff, in coordination with the Department of Education.
2. AHCA will review school district administrative claims for Medicaid reimbursement on a quarterly basis and reimburse the County School District for administrative claiming where allowed under CMS' policies and procedures for the program.
3. AHCA will reimburse the County School District based on federally established rates of 50 percent of allowable administrative activities performed by personnel.
4. AHCA will reimburse the County School District one hundred percent (100%) of the federal share of actual and reasonable costs for Medicaid administrative activities provided by county school districts, as determined by CMS approved cost allocation methodologies and time study formulas.
5. AHCA will forward claims for funding to CMS for Title XIX participation.
6. AHCA will periodically monitor the County School District for compliance with record keeping requirements for reporting reimbursable activities and capturing time, as well as the sampling process and results.
7. AHCA will produce any Medicaid specific reports deemed necessary for the County School District.
8. AHCA will develop procedures for recoupment from the County School District, if warranted by AHCA or CMS monitoring.
9. AHCA will notify the County School District in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
10. AHCA will designate an employee to act as a liaison for the County School District for the administrative claiming program.

The County School District agrees to the following terms:

1. The time accounting system used by the County School District or its contractor must comply with the requirements contained in OMB Circular A-87 and 45 CFR.
2. The County School District must follow the policies and procedures contained in the AHCA "School District Administrative Claiming Guide."

3. Any recoupment of funds due to an audit exception, deferral, or denial deemed appropriate by CMS or AHCA will be the responsibility of the County School District, even after withdrawal from the program.
4. The County School District will maintain (or coordinate a contractor's assistance in maintaining) an AHCA/CMS approved administrative claiming program to include training, the use of standardized sample forms, sampling, the development and maintenance of clearly identifiable cost accounting pools and the application of sample percentages to accounting pools in a manner which will document the process for audits.
5. The County School District will submit claims to AHCA for administrative activities on a quarterly basis. Claims must be submitted as required in Chapter 7 of the School District Administrative Claiming Guide.
6. The County School District shall maintain and be able to produce within specified time frames requested records and material for CMS or AHCA audits.
7. The County School District will designate an employee to act as liaison with AHCA for issues concerning this agreement.

III. Confidentiality

The County School District agrees to safeguard the use and disclosure of information pertaining to current or former Medicaid recipients and comply with all state and federal laws pertaining to confidentiality of patient information.

IV. Effective Date, Changes, Life of this Agreement

1. Effective July 1, 2022, all districts will enter into a new agreement with the Agency. This new agreement will be valid for five (5) years and eligible to be renewed at five year intervals (July 1, 2022 to June 30, 2027). The effective date of this agreement will be July 1, 2022 for all districts that intend to participate in this program on and after July 1, 2022, and that have executed this agreement before July 1, 2022. Any other school district that enters the program between July 1, 2022 and June 30, 2027 will have the same effective date and termination date of the other established districts.
2. Changes may be made to the agreement in the form of amendments and must be signed by all parties.
3. Changes in the CMS matching percentage or costs eligible for match will not be made via this agreement but will be applied pursuant to changes in applicable Medicaid federal regulations and effective the date specified by CMS.
4. The initial agreement will continue in effect for the earlier of five years or until terminated by either AHCA or the County School District. Thereafter, each renewal agreement shall be in effect for a period of five (5) years or until terminated by either AHCA or the County

INFO ONLY

SCSB 2023-73 (REVISED/RENEWAL)

School District. AHCA or the County School District may terminate this agreement by providing a thirty (30) day written notification to the other party.

SIGNATORIES:

Authorized School District Representative

Date

SUWANNEE COUNTY SCHOOL DISTRICT
Name of County School District

Deputy Secretary for Medicaid

Date

ADDENDUM

This is an Addendum to the Agreement between the **Suwannee County School District** (hereinafter referred to as "LEA" for Local Education Agency) and **ESS Southeast, LLC** (the "Company") for the services of Substitute Teachers and Staff:

The parties hereby agree to modify the Agreement as follows:

1. Effective July 1, 2022 the following positions and rates are added in Exhibit A:

SEE ATTACHED PRICING PAGE

2. All other provisions of the Agreement shall remain in full force and effect during the term of the Agreement.

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

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Suwannee County School District

By _____
Signature

Ted L. Roush, Superintendent

Name and Title

Date _____

ESS Southeast, LLC

By _____
Steve Gritzuk, Chief Operating Officer

Date _____

**ADDENDUM A
Pricing Plan**

* Rates if invoice paid within 10 days of receipt		District Original	New Hire
Position		Bill Rate	Bill Rate
Teacher w/HS Diploma	\$15.00 per hour	\$ 19.35	\$ 19.80
Teacher w/60 + College Credits	\$15.00 per hour	\$ 19.35	\$ 19.80
Teacher w/Bachelor's Degree	\$ 15.00 per hour	\$ 19.35	\$ 19.80
Teacher w/Master's Degree	\$15.00 per hour	\$ 19.35	\$ 19.80
Long Term Substitute (Valid FL Certificate)	\$20.00 per hour	\$ 25.80	\$ 26.40
Paraprofessional	\$15.00 per hour	\$ 19.35	\$ 19.80
Clerical	\$15.00 per hour	\$ 19.35	\$ 19.80
Retiree DROP Program	\$15.00 per hour	\$ 19.35	\$ 19.80
Food Service	\$15.00 per hour	\$ 19.35	\$ 19.80
Custodial	\$15.00 per hour	\$ 19.35	\$ 19.80
Nurse - RN	\$25.00 per hour	\$ 32.25	\$ 33.00
Nurse - LPN	\$16.00 per hour	\$ 20.64	\$ 21.12
* Rates if invoice paid after 10 days of receipt			
Teacher w/HS Diploma	\$15.00 per hour	\$ 19.50	\$ 19.95
Teacher w/60 + College Credits	\$15.00 per hour	\$ 19.50	\$ 19.95
Teacher w/Bachelor's Degree	\$ 15.00 per hour	\$ 19.50	\$ 19.95
Teacher w/Master's Degree	\$15.00 per hour	\$ 19.50	\$ 19.95

SCSB 2023-74 (REVISED/RENEWAL)
(Addendum to SCSB 2022-95; previously approved on 12/14/2021)

Long Term Substitute (Valid FL Certificate)	\$20.00 per hour	\$ 26.00	\$ 26.60
Paraprofessional	\$15.00 per hour	\$ 19.50	\$ 19.95
Clerical	\$15.00 per hour	\$ 19.50	\$ 19.95
Retiree DROP Program	\$15.00 per hour	\$ 19.50	\$ 19.95
Food Service	\$15.00 per hour	\$ 19.50	\$ 19.95
Custodial	\$15.00 per hour	\$ 19.50	\$ 19.95
Nurse - RN	\$25.00 per hour	\$ 32.50	\$ 33.25
Nurse - LPN	\$16.00 per hour	\$ 20.80	\$ 21.28

INFO ONLY

SCSB 2022-95 (NEW)

EXHIBIT A

PRICING PAID BY THE LOCAL EDUCATION AGENCY TO COMPANY

* Rates If Invoice/paid within 10 days of receipt

Position		District Original Bill Rate	New Hire Bill Rate
Teacher w/HS Diploma	\$10.00 per hour	\$ 13.90	\$ 13.20
Teacher w/60 + College Credits	\$10.00 per hour	\$ 13.90	\$ 13.20
Teacher w/Bachelor's Degree	\$10.75 per hour	\$ 13.87	\$ 14.10
Teacher w/Master's Degree	\$12.25 per hour	\$ 15.00	\$ 16.17
Long Term Sub (Valid FL Teacher's Certificate)	\$20.00 per hour	\$ 25.80	\$ 29.60
Paraprofessional	\$10.00 per hour	\$ 13.90	\$ 13.20
Clerical	TBD per hour		
Retiree DRQP Program	TBD per hour		
Food Service	\$10.00 per hour	\$ 13.30	\$ 13.20
Custodial	\$10.00 per hour	\$ 13.90	\$ 13.20

* Rates If Invoice paid after 10 days of receipt

Teacher w/HS Diploma	\$10.00 per hour	\$ 13.90	\$ 13.30
Teacher w/60 + College Credits	\$10.00 per hour	\$ 13.90	\$ 13.30
Teacher w/Bachelor's Degree	\$10.75 per hour	\$ 13.90	\$ 14.30
Teacher w/Master's Degree	\$12.25 per hour	\$ 15.00	\$ 16.25
Long Term Sub (Valid FL Teacher's Certificate)	\$20.00 per hour	\$ 26.00	\$ 30.00
Paraprofessional	\$10.00 per hour	\$ 13.90	\$ 13.30
Clerical	TBD per hour		
Retiree DRQP Program	TBD per hour		
Food Service	\$10.00 per hour	\$ 13.30	\$ 13.30
Custodial	\$10.00 per hour	\$ 13.90	\$ 13.30

Suwannee County School District FL 2022

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3



ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools
FROM: Walter Boatright, Director of Human Resources *WB*
DATE: June 13, 2022
RE: Human Resources Transactions for June 28, 2022
Regular Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
June 28, 2022

TO: District School Board of Suwannee County
FROM: Ted L. Roush
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

RECOMMENDATIONS: ADMINISTRATIVE:

District Office:

William L. Brothers, Director of Human Resources, effective June 22, 2022

REPLACES: J. Walter Boatright Jr.

Suwannee Pineview Elementary:

Jennifer Wooley, Assistant Principal, effective July 5, 2022

REPLACES: Perry Davis

RESIGNATIONS: INSTRUCTIONAL: (Presented for information purposes only)

Branford High School:

Michelle Roundtree, Teacher, effective June 13, 2022

RIVEROAK Technical College:

Jenna Stratton, Nursing Instructor, effective July 5, 2022

Suwannee Pineview Elementary:

Emily Goss, Teacher, effective June 6, 2022

Suwannee Riverside Elementary:

Tracy Pope, Teacher, effective June 2, 2022

Stephanie Reid, Teacher, effective June 2, 2022

LEAVE OF ABSENCE (ILLNESS IN THE LINE OF DUTY):

Suwannee Riverside Elementary:

Cheri Copeland, Teacher, effective March 28, 2022 (6 hours), and April 14, 2022 (3 hours) for a total of 9 hours

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

RIVEROAK Technical College:

Jessica Cabrera, Administrative Secretary I, effective May 23, 2022

REPLACES: Tommy Miller

Suwannee High School:

Mariena Chandler, Custodian, effective May 23, 2022

REPLACES: Kimberly Wilkinson

Suwannee Springcrest Elementary:

Alexis Burgos, Custodian, effective May 23, 2022

REPLACES: Timothy Rickett

Transportation:

James Barton, Bus Driver, effective May 17, 2022

REPLACES: Joanne Ripley

RESIGNATIONS: NON-INSTRUCTIONAL: (Presented for information purposes only)

District Office:

Erika Leak, Administrative Support Specialist, effective August 5, 2022

Food Service:

Renee Hoch, Food Service (3 hour) effective June 1, 2022

TERMINATION:

Suwannee High School:

Zafarys Kennedy, Custodian, effective March 2, 2022 (*Abandoned Position*)

LEAVE OF ABSENCE (ILLNESS IN THE LINE OF DUTY):

Suwannee Middle School:

Verhonda Morris, Paraprofessional, effective March 2, 2022 (3.25 hours)

Suwannee Riverside Elementary:

Jody Ellison, Custodian, effective March 2, 2022 (8 hours), March 3, 2022 (8 hours) and March 4, 2022 (8 hours) for a total of 24 hours

MISCELLANEOUS:

MENTOR

Cierra Keen

MENTEE

McKenzie Crews

SCHOOL

Suwannee Pineview Elementary

SUPPLEMENTARY:

<u>Employee Name</u>	<u>Position</u>	<u>Location</u>
Mark Beach	Assistant Boys' Track Coach	SHS
Justin Bruce	Assistant Varsity Baseball Coach	SHS
Brian Bullock	Head Boys' Track Coach	SHS
Jimmie Glen Green	Head JV Baseball Coach	SHS
Luke Hall	Band Director	SHS
Kevin Lewis	Assistant Girls' Track Coach	SHS
Daniel Marsee	Assistant Boys' Weightlifting Coach	SHS
Timothy Smith	Assistant Varsity Softball Coach	SHS

SUBSTITUTES:**Transportation:**

The following to serve as Substitute Bus Attendants:

Marilyn Carbonell Lorenzo

Linda White

**End of List
2021-2022
School Year**

RECOMMENDATIONS: SUMMER TERM 2021-2022:**RECOMMENDATIONS: INSTRUCTIONAL:**

Approval for Donald Harrison, Branford High School, Dean, to be paid hourly rate from July 5, 2022 through July 28, 2022 up to 50 additional hours

Approval for William Wiles to work as Drivers Education Teacher

Approval for the following Teachers to work as Site Coordinators in the 21st Century Program:

Staci Greaves	Branford Elementary School
Julie Griswold	Suwannee Springcrest Elementary
Joyce McIntosh	Suwannee Pineview Elementary
Dena Phillips	Branford Elementary School

Approval for the following Teachers to work in the 3rd Grade Summer Reading Camp:

Jennifer Bonds	Tracy Combee	Brooklyn Ross
Emilee Cannon	Jacqueline Glover	Kimberly Williams
Megan Collins	Charlena Land	Sandra Winburn

Jenny Clark (*Alternate*)

Approval for the following to work up to 30 hours completing evaluations and writing IEPs for PreK students:

Holly Marsee

Sheila Watson

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Approval for the following to work as Paraprofessionals in the 21st Century Summer Program:

Jessica Anderson

Ellena Huston

Crystal Gill

Heather Marshall

Approval for the following to work as Summer Day Laborer

Chayse Hutchins (*Amended from the May 24, 2022 Agenda*)

**End of Summer Term List
2021-2022
School Year**

RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:

RECOMMENDATION: ADMINISTRATIVE:

TRANSFER/REASSIGNMENT:

<u>NAME:</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Perry Davis	Suwannee Pineview Elem. Assistant Principal	Suwannee Middle School Assistant Principal	Hunter Abercrombie	July 5, 2022

RETIREMENT: INSTRUCTIONAL: (*Presented for information purposes only*)

Suwannee High School:

Melinda Griffith, Guidance Counselor, effective July 5, 2022

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:

Timothy Grinstead, Teacher, effective August 3, 2022

REPLACES: Tina Roush

Branford High School:

Donald Harrison, Dean, effective August 3, 2022

REPLACES: Michael Braun

Lisa Taber, Teacher, effective August 3, 2022

REPLACES: Courtney Jernigan

District Wide:

Melissa McKire, MTSS Coordinator, effective August 3, 2022

REPLACES: Keri Bean

Audrey Peake, MTSS Coordinator (*Temporary*), effective August 3, 2022

REPLACES: Candice Land

RIVEROAK Technical College:

Olivia Bruening, Teacher, effective August 3, 2022

REPLACES: New Position (*Temporary*)

Suwannee High School:

Deanna Burkett, Teacher, effective August 3, 2022

REPLACES: Billy Butcher

Justin Bruce, Teacher, effective August 3, 2022

REPLACES: Kevin Lewis

Buddy Coleman, Teacher, effective July 5, 2022

REPLACES: Katheryn Quincey

Deborah Coleman, Teacher, effective July 5, 2022

REPLACES: Travis Tuten

Kevin Lewis, Dean, effective August 3, 2022

REPLACES: Keith Cherry

Clayton McPeak, Teacher, effective August 3, 2022

REPLACES: Luke Hall

Mileydi Perez-Grijalva, Teacher, effective August 3, 2022

REPLACES: Suzanne Tillman

Vance Wiggins, Teacher, effective August 3, 2022

REPLACES: Karen Braun

Suwannee Middle School:

Alyssa Hahn, Teacher, effective August 3, 2022

REPLACES: Danielle Ovando

Bridget McLaughlin, Dean, effective August 3, 2022

REPLACES: Darrell Curls

Cody Menhennett, Teacher, effective August 3, 2022

REPLACES: Ashton Petersen

Suwannee Opportunity School:

Chantal Gustavson, Teacher, effective August 3, 2022

REPLACES: Justin Bruce

Suwannee Riverside Elementary:

Jackson Greene, Teacher (Temporary), effective August 3, 2022

REPLACES: Susan Helvenston

Shannon Jernigan, Teacher, effective August 3, 2022

REPLACES: April Greene

Nicole Hammock, Teacher, effective August 3, 2022

REPLACES: Sharon Georgette Ragan

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Christina McCullers	Suwannee Pineview Elem. Teacher	Suwannee Middle School Teacher	Joy Thomas	August 3, 2022
Brittany Thomas	Suwannee Springcrest Elem. Teacher	Suwannee Riverside Elem. Teacher	Tracy Pope	August 3, 2022
Bethany Byrd	Branford High School Teacher	Suwannee Pineview Elem. ESE Support Facilitator	Melissa McKire	August 3, 2022

RETIREMENT: NON-INSTRUCTIONAL: (Presented for information purposes only)

Suwannee Riverside Elementary:

Julie Verdegem, Food Service Worker, effective July 18, 2022

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

District Office:

Laritta Hunter, Administrative Support Specialist, effective August 5, 2022

REPLACES: Erika Leak

Haley Radford, Secretary/Textbook and Certification Contact, effective June 20, 2022

REPLACES: Mary Ann Chaney

Suwannee High School:

Teresa Haderle, Media Clerk, effective August 3, 2022

REPLACES: Patricia Williams

Suwannee Opportunity School:

Jaxon Sansouci, Paraprofessional, effective August 3, 2022

REPLACES: Stephanie Eady

Donna Schiavo, Paraprofessional, effective August 3, 2022

REPLACES: Christina Powell

Suwannee Pineview Elementary:

Kelly Melland, School Nurse, effective August 3, 2022

REPLACES: Pattie Nixon

Kayla Watson, Paraprofessional, effective August 3, 2022
REPLACES: Emilee Cannon

Suwannee Riverside Elementary:
Katie Futch, Bookkeeper, effective July 5, 2022
REPLACES: Debra Gamble

Erika Pepper, School Nurse, effective August 3, 2022
REPLACES: Kelly Melland

Suwannee Springcrest Elementary:
Heather Ayala, Paraprofessional, effective August 3, 2022
REPLACES: Shana Hodge

Transportation:
Sarah Heeley, Bus Driver, effective August 10, 2022
REPLACES: Mary Bartholomew

LEAVE OF ABSENCE: FAMILY MEDICAL LEAVE:

District Wide:
Alyssa Sullivan, Occupational Therapist, effective August 3, 2022 through October 26, 2022

PART-TIME/HOURLY EMPLOYEES:
Approval for the following employees for the 2022-2023 School Year

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES:
July 1, 2022 through June 30, 2023:

ADULT EDUCATION

Donna Bass	Adult Education Coordinator
Cynthia Frye	ABE/GED Prep
Angie Hester	ABE/GED Prep
Marisley Leal	ESL/ABE/GED Prep
Dana Tidwell	Adult Education Coordinator
Abbey Warren	ABE/GED Prep

CAREER AND TECHNICAL EDUCATION

Derwin Bass	Building & Block Masonry/Welding
Marivic Blackwell	Phlebotomy
Lyndsey Bricker	I.V. Therapy
Yalori Coker	Practical Nursing/Patient Care Technician/Nursing Assistant Clinical Instructor/I.V. Therapy
Ashley Cato-Conner	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Tammy Cunningham	Surgical Technology Clinical Instructor
Marcus Durham	HVAC-Refrigeration 1
Rebecca Futch	Nursing Assistant

Kelly Grimes	Practical Nursing/Patient Care Technician Clinical Instructor
Ramona Land	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Sabrina Lieupo	Practical Nursing/Patient Care Technician/Nursing Assistant Clinical Instructor/I.V. Therapy
Kevin Mercer	Welding
Shari Senea	Phlebotomy Instructor
Lora J. Taylor	I.V. Therapy
Tommy Taylor	Welding
Bonnie Thomas	Nursing Assistant Instructor
Traci Thompson	Nursing Assistant Instructor
Greta Thornton	Nail Technician
Susie Tyson	Nursing Assistant Instructor
Traci West	Surgical Technology Instructor
Suzanne Wilson	Coordinator-Nursing Assistant Program

COMMUNITY EDUCATION (Pending class enrollment)

Derwin Bass	Basic Car, Home and/or Shop Maintenance
Julie Dees	Culinary, Cake Decorating
Stasia Dupree	Essential Oils
Belinda Fries	Computer Technology/Computer Safety
Vanessa Grantham	Crochet/Stained Glass
Logan Hart	Photography
Angela Hicks	Stained Glass
Melissa Hottenstein	Sign Language
Sherry Laks	Arts, Crafts, and Card Making
Marisley Leal	Conversational Spanish
Kevin Mercer	Welding Art
Wayne Musgrove	Gun Safety/Concealed Weapons
Robinette Odom	Wreath Making
Wendy Perrin	Vinyls/Crafts
Natasha Pittman	Computer Applications
Melinda Polbos	Culinary
William Ragan	Auto Painting
Becky Raymond	Basic Computers
Debbie Scott	Cake Decorating
John Sinclair	Culinary
Tommy Taylor	Welding Art
LaDon Terry	Floral
Margaret Wooley	Wreath Making

CONTRACT RECOMMENDATIONS:

ANNUAL INSTRUCTIONAL CONTRACTS:

<u>Branford Elementary School:</u>	<u>Term</u>
Victoria Jensen	10
<u>Suwannee Middle School:</u>	
Brandi Hart	10
<u>Suwannee Opportunity School:</u>	
Chantal Gustavson	10
<u>Suwannee Virtual School:</u>	
Danielle Ovando	10

VOLUNTEERS:

Arnold, Samuel	Gardner, Jalexis	Rodgers, Elizabeth
Avery, Jacob	Horne, Kaleigh	Sapp, Rebecca
Avery, Lauren	Jefferson, Carla	Sapp, Tamos
Ballentine, Kelly	Johnson-Toukonen, Kristin	Stofel, Magen
Bates, Senica	Martin, Don	Strickland, Lindsey
Certain, Jenna	McGraw, Ravinn	Thomas, Gina
Corbin, Brian	Patrick, Diane	Tirado, Grace
Ferguson, Samantha	Plemmons, Rebecca	Willis, Kerry

**End of List
2022-2023
School Year**

CORPORAL PUNISHMENT

5.1001

I. Definition

“Corporal punishment” means the moderate use of physical force or physical contact by a teacher or principal as may be necessary to maintain discipline or to enforce school rule. However, the term “corporal punishment” does not include the use of such reasonable force by a teacher or principal as may be necessary for self-protection or to protect other students from disruptive students.

II. Procedures

In accordance with s.1003.32, it is the policy of Suwannee County School Board that if the use of corporal punishment is deemed necessary, the following procedures will be followed:

- A. The use of corporal punishment shall be approved in principle by the principal before it is used, but approval is not necessary for each specific instance in which it is used. The types of punishable offenses for which it is used are listed in the District approved Student Code of Conduct. The principal will designate specific personnel on the school staff authorized to administer corporal punishment.
- A. A principal or his/her designee may administer corporal punishment only in the presence of another certificated school representative who is informed beforehand, and in the student’s presence, of the reason for the punishment.
- B. A principal or his/her designee who has administered corporal punishment shall provide the student’s parent with a written explanation of the reason for the punishment and the name of the other adult who was present.

STATUTORY AUTHORITY:

1003.32, F.S.

HISTORY: Reviewed 7/9/09; 8/25/09, 1/28/2014, 9/6/2016, 8/27/2019

ADOPTED: 9/22/09

REVISION DATE(S): 3/22/11

FORMERLY: NEW

POLICY:

Aides and paraprofessionals are persons assigned by the School Board to assist an instructional staff member(s) in performing his / her instructional or professional duties or responsibilities. A paraprofessional has additional responsibilities consistent with the requirements of the federal Every Student Succeeds Act.

- I. The conditions of employment of an aide or paraprofessional shall be governed by Board policy and shall include the following:
 - A. An aide or paraprofessional shall have a high school diploma or hold a high school equivalency diploma issued pursuant to State Board of Education Rules.
 - B. A paraprofessional shall meet one of the following requirements:
 - 1. Hold an associate's or higher degree.
 - 2. Two (2) years of study (60 semester hours) at an institution of higher education with a "C" or higher; or
 - 3. A rigorous state or local assessment of knowledge and the ability to assist in instruction in reading, writing, and mathematics or reading readiness, writing readiness, or mathematics readiness.

A "Pass" score on all four parts of the Florida Department of Education General Knowledge Test or a score of 457 on the Praxis Paraprofessional exam shall satisfy B. 1-3 above. A passing score on the Paraprofessional from another state may also be accepted.

- C. Be at least eighteen (18) years of age.

- D. Present a complete set of fingerprints taken by a law enforcement agency or properly trained District personnel and the appropriate processing fee. The fingerprints shall be acceptable for processing by the Florida Department of Law Enforcement and the Federal Bureau of Investigation. The Director of Human Resources or designee shall initiate a records check by the two (2) agencies.
- E. A drug test shall be required of all non-instructional applicants recommended for hire and shall be administered by Board approved testing laboratory.
- II. The principal shall assure that the aide or paraprofessional assigned to the school possesses a clear understanding of State and District rules relating his/her responsibilities and to the safety, welfare, and health of students. It shall be the principal and the instructional staff member's responsibility to ascertain that a paraprofessional possesses the necessary knowledge about rules to perform duties of a special nature in a proper and reasonable manner.
- III. It shall be the principal's responsibility to assure the School Board and the Superintendent that each aide or paraprofessional possesses a clear understanding of all State and District instructional practices and rules relevant to his/her responsibilities if he / she is expected to assist a teacher in promoting learning activities. When an aide or paraprofessional is assigned duties requiring knowledge of instructional practices and policies or providing prescribed physical care for students of a specialized nature, it is the instructional staff member's responsibility to ascertain in advance whether the paraprofessional possesses the necessary knowledge and skills.

- IV. The aide or paraprofessional shall complete a period of supervised practice when assigned to a new instructional staff member or assigned a type of duty which he/she has not previously performed. The length of such supervised practice may vary depending upon previous experiences of the aide or paraprofessional. A record shall be maintained in each school to show the length, nature, and inclusive dates of each supervised practice assignment for each aide or paraprofessional.
- V. An education paraprofessional may administer or proctor statewide standardized assessments or assessments associated with Florida Approved Courses in accordance with Florida Statutes and State Board of Education rules.
- VI. A paraprofessional shall not perform any of the following:
 - A. Establish instructional objectives;
 - B. Render decisions regarding the relevancy of certain activities or procedures to achieve instructional objectives;
 - C. Make decisions regarding the appropriateness of training materials for accomplishing instructional objectives; and,
 - D. Evaluate a student's attainment of instructional objectives unless clear and objective criteria such as a specific achievement standard on an objective test are defined.
- VII. The principal and instructional staff members who are assigned paraprofessional personnel shall be responsible for assigning duties to paraprofessionals which are consistent with Florida Statutes, State Board of Education Rules, and School Board Rules and other controlling regulations.

STATUTORY AUTHORITY: 1001.41; 1008.24, 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43; 1012.22; 1012.32; 1012.37, F.S.
34 CFR 200

Title I Part A Section 1111(g)(2)(J)

STATE BOARD OF EDUCATION RULES:

6A-1.070; 6B-1.006

History:

Adopted:

Revision Date(s): 12/15/02, 6/22/10, 12/15/2015, 10/27/2020

FORMERLY: NEW

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**SUWANNEE OPERATING INVESTMENTS LLC D/B/A
BEDROCK REHABILITATION AND NURSING CENTER AT LAKE CITY
298 SW PROSPERITY PLACE
LAKE CITY, FLORIDA 32024**

This Agreement is entered into on July 1, 2022, between the Suwannee County School Board (SCSB) and Suwannee Operating Investments LLC d/b/a Bedrock Rehabilitation and Nursing Center at Lake City (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, and Certified Nursing Assistant Program for qualified students preparing to be Patient Care Technicians, Practical Nurses, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, and Certified Nursing Assistant students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator of the Healthcare Agency. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to provide proof of accident insurance.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Medical Secretary Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the program by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
6. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. Students will meet employment conditions, including criminal background checks and drug testing.

6. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
- 7 To be responsible for the educational supervision of students in the program.
8. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
- 9 Maintain individual records of classes, student activities, and competencies.
10. Maintain strict confidentiality regarding all patient-centered information.
11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Healthcare Agency agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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 Healthcare Agency agrees 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 HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its 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.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

XI. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue South
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

**SUWANNEE OPERATING INVESTMENTS LLC D/B/A
BEDROCK REHABILITATION AND NURSING CENTER AT LAKE CITY
298 SW PROSPERITY PLACE
LAKE CITY, FLORIDA 32024**

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN
THE SUWANNEE COUNTY SCHOOL BOARD Thru RIVEROAK Technical College
AND
CORINTH CHRISTIAN ACADEMY

This agreement is entered into by and between the Suwannee County School Board Thru RIVEROAK Technical College, Live Oak, Florida, hereinafter referred to as "RTC", and Corinth Christian Academy, hereinafter referred to as "CCA".

WHEREAS, Career Dual Enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to section 1008.44, Florida Statutes, which count as credits toward the high school diploma. Career Dual Enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course.

WHEREAS, pursuant to section 1007.271, Florida Statutes, RTC and CCA shall enter into a dual enrollment agreement; and,

NOW, THEREFORE,

The RTC and CCA do hereby agree as follows:

I. EFFECTIVE DATE AND EFFECT OF AGREEMENT

Upon execution of this agreement by the Suwannee County School Board.

II. THE INTENT OF THE AGREEMENT

It is the intent of the agreement that a variety of articulated acceleration mechanisms be available for secondary and postsecondary students attending public educational institutions. The purpose of these acceleration mechanisms is to shorten the time necessary for a student to complete the requirements for obtaining a nationally recognized credential in a Career and Technical Program of Study, broaden the scope of the Career and Technical options available to students, and to increase the depth of study in a particular program of study. The articulation mechanisms include (but are not limited to) dual enrollment, earning a nationally recognized Industry Certification and, the participation in Career Pathways.

III. PARTIES TO THE AGREEMENT

Suwannee County School Board Thru RIVEROAK Technical College and Corinth Christian Academy.

IV. ARTICULATED PROGRAMS

The programs articulated under this agreement include:

- A. Career Dual Enrollment;
- B. Nationally Recognized Industry Certifications;
- C. Career Pathways

The following is included with this agreement: Methodology for determining dual enrollment costs and associated fees per Career and Technical program.

V. COURSES

- A. ALL Career and Technical Education programs offered by RTC as Dual Enrolled Post-Secondary Adult Vocational Education (PSAV) Courses that are contained within the common course numbering system shall be eligible, if not specifically excluded by State Statute, State Board of Education Rule, and/or the Suwannee County School Board. To ensure transferability of credits, students' educational plans are closely evaluated when utilizing Career and Technical Education (CTE) courses for dual enrollment. Ensuring transferability of coursework, RTC encourages students to concentrate on a specific CTE program(s) of study. Students who intend to earn Occupational Completion Points should carefully evaluate each course to determine its applicability in meeting those requirements.
- B. Eligible secondary students shall be permitted to enroll in postsecondary courses conducted during school hours. RTC shall assume responsibility for the maintenance of instructional quality.

VI. DEFINITIONS OF ACCELERATION

For the purposes of dual enrollment articulation agreement, the following definitions are applicable and shall be adhered to.

- A. Career Dual Enrollment, section 1007.2711, Florida Statutes
 - 1. Career dual enrollment was established by the legislature as a positive measure to expand the scope of dual enrollment program.
 - 2. This type of dual enrollment shall be provided as curricular options for secondary students who wish to earn a series of elective credits toward the high school diploma and shall be available for eligible secondary students seeking an industry certification from a complete job preparatory program.
- B. Career Early Admission, section 1007.271(11), Florida Statutes
 - Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time in courses that are creditable toward the high school diploma, industry certification or the technical Postsecondary Career Certificate.
- C. Career Pathways, section 1007.235(2)(d), Florida Statutes
 - The Board and RTC agree to cooperate in the advancement of the Career Pathways program. Working through a Career Pathways partnership, the high school and RTC personnel have identified courses and programs that can articulate from the high

school to RTC to help prepare students for Postsecondary Career Certificate. The Board and RTC will establish a clearly defined course-by-course to pathway articulation agreement. This agreement will provide opportunities for admission into RTC programs and the award of credits for students in those programs because of successful completion of work in a Career Pathways Program. To be eligible for credit, the student must complete the appropriate course work of high school Career Pathway courses with a satisfactory grade point average stated in this agreement.

VII. STUDENT ELIGIBILITY

- A. An eligible student is defined in section 1007.271(2), Florida Statutes, as a student enrolled in a Florida Public secondary school or Florida non-public secondary school.
- B. RTC limits dual enrollment to private high school sophomores, juniors and seniors.
- C. Academic advising: The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.
- D. The high school is responsible for verifying the student is eligible to apply for admission as a dual enrolled student. The student is responsible for applying for admission and meeting the admission requirements prior to applicable deadlines.
- E. The high school and/or student is responsible for provide individual transportation to RTC for daily instruction.
- F. Dual enrolled students will be evaluated on an individual basis to determine the appropriate number of contract hours per term.
- G. An unweighted 2.0 grade point average (high school) must be achieved and maintained for PSAV certificate dual enrollment courses. Students must also maintain a 2.0 RTC grade point average to continue dual enrollment.
- H. If a dual enrolled student receives a grade of a "D" or "F" in any Postsecondary Career Certificate credit course, the student must sit out and will not be allowed to register the following term as a dual enrolled student.
- I. Students must take the TABE examination within the first six weeks of beginning a RTC program of study.
- J. The student's private school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment, section 1007.271(25), Florida Statutes.

VIII. ELIGIBLE PROGRAMS, SCHEDULE, FUNDING, ENROLLMENT REQUIREMENTS

- A. Schedule
 - 1. Slots are available to private high school students on a "space available" basis.
 - 2. Time slots are designed to maximize instructional time in both home school and RTC CTE courses
 - 3. Students must abide by the student code of conduct of RTC.

4. Students must maintain regular attendance in accordance with the RTC attendance policy. Absences in excess of the allowable number may result in dismissal from RTC.
- B. Eligible Programs can be found at www.riveroakcollege.com
- C. Enrollment
 1. Registration form with verification of eligibility signed by the private school are due to RIVEROAK Technical College prior to enrollment.
 2. Student enrollment may occur no later than two weeks prior to the beginning of a semester.
 3. Instructional materials and tuition will be reimbursed through the Office of Student Financial Assistance, per 6A-20.0282, Florida Administrative Code, and section 1009.30, Florida Statutes.

IX. TERM OF AGREEMENT: July 1, 2022 through June 30, 2023.

X. SIGNATURES

Suwannee County School Board	Corinth Christian Academy
Signature: _____ Jerry Taylor Title: Board Chairman Date: _____	Signature: _____ Printed Name _____ Title: Principal Date: _____
Signature: _____ Ted L. Roush Title: Superintendent of Schools Date: _____	
Signature: _____ Mary Keen Title: RIVEROAK Principal/Director of Career and Technical Education Date: _____	

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
 Suwannee School Board Attorney"

Teacher	Secondary Program/Number	Course	OC	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OC	Hours	Post Secondary Industry Cert
Masonry										
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Level 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity										
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding										
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006- GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless GTAW Plate AWELD008-
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3 AWELD011- SMAW Pipe AWELD012- SMAW Plate
Welding Technology - Welder 7G										
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 2	B	150	
Applied Engineering Technology										
						HVAC/R C400410	Introduction to HVAC/R ACR0000	A	250	
						HVAC/R C400411	HVCA/R Fundamentals ACR0001	B	250	
						HVAC/R C400412	HVCA/R Services Practices ACR0012	C	250	

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Medical/Administrative Specialist									1050	
Gill, Theresa						Medical Admin. Spec. B070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						B070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						Medical Admin. Spec. B070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Gill, Theresa						Medical Admin. Spec. B070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Digital Design									600	
Poole, Pam						Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Poole, Pam						Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Poole, Pam						Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Applied Cyber Security										
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity	CTS0018 Cybersecurity Ass	600	A	COMPT008 COMP TIA SECURITY+
Hill, William						Applied Cybersecurity	CTS0019 Info Security MGR	150	B	
Early Childhood Education									600	
Thomas, Kimberly	8405100	Child Development 8500310	Se me	0.5		E300100	Child care worker 1 HEV0870	A	150	
Thomas, Kimberly	8405100	Ed & Training Directed Study 8500100	Se me ster	0.5		E300100	Child care worker 2 HEV0871	B	150	
Thomas, Kimberly	8405100	Early Childhood Education 1 8405110	A	1		E300100	Teacher Aide (Preschool) HEV0872	C	150	
Thomas, Kimberly	8405100	Early Childhood Education 2 8405120	B	1		E300100	Preschool Teacher HEV0873	D	150	
Thomas, Kimberly	8405100	Early Childhood Education 3 8405130	C	1						
Thomas, Kimberly	8405100	Early Childhood Education 4 8405140	D	1						
Cosmetology										
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist

Nails Specialty									
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210	0.5		D500100	CSP0016 Mani and Pedi Spec	180		FLDOP008 Nail Specialist
Thornton, Greta	8757310	8757310 Nails Specialty 2	0.5						
Thornton, Greta	8757320	8757320 Nails Specialty 3	1						
Thornton, Greta	8901000	Directed Study 8901000	0.5						
Facials Specialty									
Thornton, Greta Maxwell, Catherine					Facials/ Skin Care 1120424	Facials/Skin Care CSP0266	220		FLDOP009 Facial Specialist
Commercial Foods & Culinary Arts									
Sinclair, John Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300
Sinclair, John Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300
Sinclair, John Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300
Sinclair, John Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300
Automotive Collision Technology									
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician	ARR0141 Auto Coll. Refin. Technician	B	450
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Sturctural Damage Repair Tech.	F	350
Automotive Service Technology									
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150

Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1					
Blackmon, William						Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300
Blackmon, William						Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150
Blackmon, William						Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150
Blackmon, William						Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150
Practical Nursing									3350
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150 NCSBN002 National LPN (NCLEX-PN)
Willis, Jessica						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90
Willis, Jessica						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75
Willis, Jessica						H170694	HCP0332	C	50 FDMQA002 Certified Nursing Assistant
Willis, Jessica						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75 NATHA002 Certified EKG Tech
Willis, Jessica						H170694	Allied Health Assistant HSC0016	E	150 NATHA007 Certified Phlebotomy Technician
Willis, Jessica						H170694	MEA0580	F	100
Willis, Jessica						H170694	Patient Care Tech. PRN0094	G	60 NATHA006 Certified Patient Care Technician
Pharmacy Technician									1950
Miller, Katie						Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90
Miller, Katie						H170700	Pharmacy Technician 1 PTN0084		360
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 2 PTN0085		300
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300 PTCBD001 Pharmacy Technician
Surgical Technology									1950
West, Traci						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90
West, Traci						Surgical Technology H170211	Central Supply Technician STS0015	B	210
West, Traci						Surgical Technology H170211	Surgical Technologist 1 STS0010		343
West, Traci						Surgical Technology H170211	Surgical Technologists 2 STS0011		343

West, Traci					Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certified
Senea, Shari						Basic Healthcare Worker HSC0003	A	90	
Senea, Shari						Phlebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nurse Aide & Orderly									
Thompson, Traci / Rebecca Futch					CAN H170602	Nurse Aide & Orderly PRN0090	A		FDMQA001 Certified Nursing Assitant



RIVEROAK TECHNICAL COLLEGE

415 SW Pinewood Drive • Live Oak, Florida 32064 • Phone (386) 647-4210 • Fax (386) 364-4698

Dual Enrollment Application

<hr/>		<hr/>		<hr/>	
Current District of Enrollment		Current School of Enrollment		Grade Level	
<hr/>		<hr/>		<hr/>	
Local Student ID #		FLEID #			
<hr/>		<hr/>		<hr/>	
LAST NAME		FIRST NAME		MIDDLE NAME	
<hr/>		<hr/>		<hr/>	
Social Security Number: _____				<input type="checkbox"/> Male <input type="checkbox"/> Female	
(Federal Legislation and FL statute 119.071(5) requires the collection of social security numbers.)					
<hr/>		<hr/>		<hr/>	
Mailing Address		City	County	State	Zip Code
<hr/>		<hr/>	<hr/>	<hr/>	<hr/>
Home Phone Number		Cell Phone Number		E-mail Address	
<hr/>		<hr/>		<hr/>	
Emergency Contact Name		Phone Number		Relationship	
<hr/>		<hr/>		<hr/>	
Date of Birth: ____/____/____		Place of Birth: _____			
Month Day Year		City State			
What is the primary language spoken in your home? _____					

Ethnicity: CHECK ☒ ALL THAT APPLY TO YOU:

- ☐ White
 ☐ Black or African American
 ☐ Hispanic or Latino
 ☐ American Indian or Alaskan Native
 ☐ Asian
 ☐ Native Hawaiian or Pacific Islander
 ☐ Race/Ethnicity Unknown

Are you a Nonresident Alien? ☐ Yes or ☐ No

(An individual who has been admitted temporarily to the US as a non-immigrant, but is not a citizen, including those granted student visas.)

Are you currently on a _____ McKay or _____ FES Scholarship? _____ N/A

Do you have a Facebook account? ☐ Yes or ☐ No

RIVEROAK Technical College provides high school students with the opportunity to take technical classes (electives) while taking required academic courses at their high school. Students receive industry level training in work environment labs. High school students are exempt from paying tuition while enrolled in high school.

Attendance- High School students will be expected to follow the attendance policy of the high school.

Tardy Policy: Students are expected to report to class on time.

Classroom Expectations: Students are expected to behave in a responsible and professional manner. Safety rules must be followed at all times. A student may be dismissed from the program of study if they do not maintain a 2.0 or higher GPA in their RIVEROAK courses.

Dress Code- Students are expected to adhere to the dress code as stated in the Suwannee District Code of Conduct. If the program has specific dress requirement then those must be followed.

Discipline- A student must be respectful to faculty, staff, and other students at RIVEROAK Technical College at all times. While in a program a student must follow all guidelines set forth by the Institution. A student must comply with the Suwannee District Code of Conduct. Any serious violations will result in immediate dismissal from the program.

The Suwannee County School Board advises that all vocational opportunities will be offered without regard to race, color, national origin, sex, or disability. The lack of English Language skills will not be a barrier to admission and participation in vocational education programs. Program offerings include Adult Education; Business Management and Administration; Community Education; Health Sciences; Architecture and Construction Education; Transportation, Distribution and Logistics; and Hospitality and Tourism. RIVEROAK Technical College serves adults, high school students and dual enrollment students. Admission is open to adults who are at least 16 years old and not presently enrolled in a secondary school. Admission is also open to secondary students grades 9-12 as part of a regular secondary credit earning program. Equity Coordinator contact information: Mr. Ronald Gray, Suwannee County School Board 1740 Ohio Avenue, South Live Oak, FL 32064



Accredited by the Council on Occupational Education • 7840 Roswell Road, Bldg. 300, Suite 325 • Atlanta, GA 30350

RIVEROAK TECHNICAL COLLEGE

Dual Enrollment Request 2022-2023

Student Name _____ Grade _____

Program requested (see list below) _____

Time block requested _____ High School _____

Y100300 Applied Cyber Security—Hill (1st lunch)

1st- 5th Period – Single or Blocked

B070300 Medical Administrative Specialist—Gill (2nd lunch)

Blocked 1st & 2nd or 3rd & 4th

N100500 Commercial Foods and Culinary Arts/ Professional Culinary Arts
and Hospitality —Kelly (2nd lunch)

Blocked 1st-2nd, 3rd-4th or 5th-6th

I470608 Automotive Service Technician —Blackmon (1st lunch)

First year either 2nd or 3rd period
Second year and beyond blocked 4th & 5th or 6th & 7th

T401300 Automotive Collision Technology Technician Ragan (1st lunch)
period

First year either 2nd or 3rd
Second year and beyond blocked 4th & 5th or 6th & 7th

I463112 Brick and Block Masonry 9:05-10:50 - Bass (1st lunch)

Blocked 2nd-3rd, 4th-5th or 6th-7th

I460312 Electricity -Ulmer _____ (1st lunch)

Blocked 2nd-3rd, 4th-5th, or 6th-7th

J400400 Welding Technology -Mercer _____ (1st lunch)

Blocked 2nd-3rd, 4th-5th, or 6th-7th

8757300 Nail Technology -Thornton (2nd lunch)

Blocked 1st-2nd, 3rd-4th or 5th-6th

8401110 Applied Engineering Technology - Ulmer (1st lunch)

8401110 Applied Engineering Technology 1- 1 Credit

8401120 Applied Engineering Technology 2- 1 Credit

8401130 Applied Engineering Technology 3- 1 Credit

Single Period 1st period only

Single Period 1st period only

Single Period 1st period only

***H170694 Patient Care Technician- Stratton ***

Full Time Seniors ONLY, MUST BE 18

8:00-3:30pm

DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN
THE SUWANNEE COUNTY SCHOOL BOARD Thru RIVEROAK Technical College
AND
DONALD R. COOKE SCHOOL

This agreement is entered into by and between the Suwannee County School Board Thru RIVEROAK Technical College, Live Oak, Florida, hereinafter referred to as "RTC", and Donald R. Cooke School, hereinafter referred to as "DRCS".

WHEREAS, Career Dual Enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to section 1008.44, Florida Statutes, which count as credits toward the high school diploma. Career Dual Enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course.

WHEREAS, pursuant to section 1007.271, Florida Statutes, RTC and DRCS shall enter into a dual enrollment agreement; and,

NOW, THEREFORE,

The RTC and DRCS do hereby agree as follows:

I. EFFECTIVE DATE AND EFFECT OF AGREEMENT

Upon execution of this agreement by the Suwannee County School Board.

II. THE INTENT OF THE AGREEMENT

It is the intent of the agreement that a variety of articulated acceleration mechanisms be available for secondary and postsecondary students attending public educational institutions. The purpose of these acceleration mechanisms is to shorten the time necessary for a student to complete the requirements for obtaining a nationally recognized credential in a Career and Technical Program of Study, broaden the scope of the Career and Technical options available to students, and to increase the depth of study in a particular program of study. The articulation mechanisms include (but are not limited to) dual enrollment, earning a nationally recognized Industry Certification and, the participation in Career Pathways.

III. PARTIES TO THE AGREEMENT

Suwannee County School Board Thru RIVEROAK Technical College and Donald R. Cooke School.

IV. ARTICULATED PROGRAMS

The programs articulated under this agreement include:

- A. Career Dual Enrollment;
- B. Nationally Recognized Industry Certifications;
- C. Career Pathways

The following is included with this agreement: Methodology for determining dual enrollment costs and associated fees per Career and Technical program.

V. COURSES

- A. ALL Career and Technical Education programs offered by RTC as Dual Enrolled Post-Secondary Adult Vocational Education (PSAV) Courses that are contained within the common course numbering system shall be eligible, if not specifically excluded by State Statute, State Board of Education Rule, and/or the Suwannee County School Board. To ensure transferability of credits, students' educational plans are closely evaluated when utilizing Career and Technical Education (CTE) courses for dual enrollment. Ensuring transferability of coursework, RTC encourages students to concentrate on a specific CTE program(s) of study. Students who intend to earn Occupational Completion Points should carefully evaluate each course to determine its applicability in meeting those requirements.
- B. Eligible secondary students shall be permitted to enroll in postsecondary courses conducted during school hours. RTC shall assume responsibility for the maintenance of instructional quality.

VI. DEFINITIONS OF ACCELERATION

For the purposes of dual enrollment articulation agreement, the following definitions are applicable and shall be adhered to.

- A. Career Dual Enrollment, section 1007.2711, Florida Statutes
 - 1. Career dual enrollment was established by the legislature as a positive measure to expand the scope of dual enrollment program.
 - 2. This type of dual enrollment shall be provided as curricular options for secondary students who wish to earn a series of elective credits toward the high school diploma and shall be available for eligible secondary students seeking an industry certification from a complete job preparatory program.
- B. Career Early Admission, section 1007.271(11), Florida Statutes
 - Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time in courses that are creditable toward the high school diploma, industry certification or the technical Postsecondary Career Certificate.
- C. Career Pathways, section 1007.235(2)(d), Florida Statutes
 - The Board and RTC agree to cooperate in the advancement of the Career Pathways program. Working through a Career Pathways partnership, the high school and RTC personnel have identified courses and programs that can articulate from the high

school to RTC to help prepare students for Postsecondary Career Certificate. The Board and RTC will establish a clearly defined course-by-course to pathway articulation agreement. This agreement will provide opportunities for admission into RTC programs and the award of credits for students in those programs because of successful completion of work in a Career Pathways Program. To be eligible for credit, the student must complete the appropriate course work of high school Career Pathway courses with a satisfactory grade point average stated in this agreement.

VII. STUDENT ELIGIBILITY

- A. An eligible student is defined in section 1007.271(2), Florida Statutes, as a student enrolled in a Florida Public secondary school or Florida non-public secondary school.
- B. RTC limits dual enrollment to private high school sophomores, juniors and seniors.
- C. Academic advising: The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.
- D. The high school is responsible for verifying the student is eligible to apply for admission as a dual enrolled student. The student is responsible for applying for admission and meeting the admission requirements prior to applicable deadlines.
- E. The high school and/or student is responsible for provide individual transportation to RTC for daily instruction.
- F. Dual enrolled students will be evaluated on an individual basis to determine the appropriate number of contract hours per term.
- G. An unweighted 2.0 grade point average (high school) must be achieved and maintained for PSAV certificate dual enrollment courses. Students must also maintain a 2.0 RTC grade point average to continue dual enrollment.
- H. If a dual enrolled student receives a grade of a "D" or "F" in any Postsecondary Career Certificate credit course, the student must sit out and will not be allowed to register the following term as a dual enrolled student.
- I. Students must take the TABE examination within the first six weeks of beginning a RTC program of study.
- J. The student's private school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment, section 1007.271(25), Florida Statutes.

VIII. ELIGIBLE PROGRAMS, SCHEDULE, FUNDING, ENROLLMENT REQUIREMENTS

- A. Schedule
 - 1. Slots are available to private high school students on a "space available" basis.
 - 2. Time slots are designed to maximize instructional time in both home school and RTC CTE courses
 - 3. Students must abide by the student code of conduct of RTC.

4. Students must maintain regular attendance in accordance with the RTC attendance policy. Absences in excess of the allowable number may result in dismissal from RTC.

B. Eligible Programs can be found at www.riveroakcollege.com

C. Enrollment

1. Registration form with verification of eligibility signed by the private school are due to RIVEROAK Technical College prior to enrollment.
2. Student enrollment may occur no later than two weeks prior to the beginning of a semester.
3. Instructional materials and tuition will be reimbursed through the Office of Student Financial Assistance, per 6A-20.0282, Florida Administrative Code, and section 1009.30, Florida Statutes.

IX. TERM OF AGREEMENT: July 1, 2022 through June 30, 2023.

X. SIGNATURES

<p>XI. Suwannee County School Board</p>	<p>Donald R. Cooke School</p>
<p>Signature: _____ Jerry Taylor Title: Board Chairman Date: _____</p>	<p>Signature: _____ Printed Name _____ Title: Principal Date: _____</p>
<p>Signature: _____ Ted L. Roush Title: Superintendent of Schools Date: _____</p>	
<p>Signature: _____ Mary Keen Title: RIVEROAK Principal/Director of Career and Technical Education Date: _____</p>	

"Approved as to Form and Sufficiency
 BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Teacher	Secondary Program/Number	Course	OC	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OC	Hours	Post Secondary Industry Cert
Masonry										
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Level 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity										
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding										
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006- GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3 AWELD011- SMAW Pipe AWELD012- SMAW Plate
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
						HVAC/R C400410	Introduction to HVAC/R ACR0000	A	250	
						HVAC/R C400411	HVCA/R Fundamentals ACR0001	B	250	
						HVAC/R C400412	HVCA/R Services Practices ACR0012	C	250	
Applied Engineering Technology										

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Medical Administrative Specialist									1050	
Gill, Theresa						Medical Admin. Spec. 8070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						8070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						Medical Admin. Spec. 8070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Gill, Theresa						Medical Admin. Spec. 8070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Digital Design									600	
Poole, Pam						Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Poole, Pam						Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Poole, Pam						Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Applied Cybersecurity										
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity	CTS0018 Cybersecurity Ass		600	A COMPT008 COMP TIA SECURITY+
Hill, William						Applied Cybersecurity	CTS0019 Info Security MGR		150	B
Early Childhood Education									600	
Thomas, Kimberly	8405100	Child Development 8500310	Se me	0.5		E300100	Child care worker 1 HEV0870	A	150	
Thomas, Kimberly	8405100	Ed & Training Directed Study 8500100	Se me ster	0.5		E300100	Child care worker 2 HEV0871	B	150	
Thomas, Kimberly	8405100	Early Childhood Education 1 8405110	A	1		E300100	Teacher Aide (Preschool) HEV0872	C	150	
Thomas, Kimberly	8405100	Early Childhood Education 2 8405120	B	1		E300100	Preschool Teacher HEV0873	D	150	
Thomas, Kimberly	8405100	Early Childhood Education 3 8405130	C	1						
Thomas, Kimberly	8405100	Early Childhood Education 4 8405140	D	1						
Cosmetology										
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist

Nail Specialist									
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210		0.5		D500100	CSP0016 Mani and Pedi Spec	180	FLDOP008 Nail Specialist
Thornton, Greta	8757310	8757310 Nails Specialty 2		0.5					
Thornton, Greta	8757320	8757320 Nails Specialty 3		1					
Thornton, Greta	8901000	Directed Study 8901000		0.5					
Facials/Skin Care									
Thornton, Greta Maxwell, Catherine						Facials/ Skin Care I120424	Facials/Skin Care CSP0265	220	FLDOP009 Facial Specialist
Commercial Foods & Culinary Arts									
Sinclair, John Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300
Sinclair, John Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300
Sinclair, John Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300
Sinclair, John Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300
Automotive Collision Technology									
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088 ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician T401300	ARR0141 Auto Coll. Refin. Technician	B	450
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Sturctural Damage Repair Tech.	F	350
Automotive Service Technology									
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Asstior	A	300
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150

Blackmon, William	DE Automotive Maintenance and Light Repair: 9504100	Auto Maint/Light Repair: 6.9504160	8	1					
Blackmon, William						Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300
Blackmon, William						Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150
Blackmon, William						Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150
Blackmon, William						Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150
Practical Nursing									350
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150 NCSBN002 National LPN (NCLEX-PN)
Willis, Jessica						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90
Willis, Jessica						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75
Willis, Jessica						H170694	HCP0332	C	50 FDMQA002 Certified Nursing Assistant
Willis, Jessica						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75 NATHA002 Certified EKG Tech
Willis, Jessica						H170694	Allied Health Assistant HSC0016	E	150 NATHA007 Certified Phlebotomy Technician
Willis, Jessica						H170694	MEA0580	F	100
Willis, Jessica						H170694	Patient Care Tech..PRN0094	G	60 NATHA006 Certified Patient Care Technician
Pharmacy Technician									1050
Miller, Katie						Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90
Miller, Katie						H170700	Pharmacy Technician 1 PTN0084		360
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 2 PTN0085		300
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300 PTCBD001 Pharmacy Technician
Surgical Technology									350
West, Traci						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90
West, Traci						Surgical Technology H170211	Central Supply Technician STS0015	B	210
West, Traci						Surgical Technology H170211	Surgical Technologist 1 STS0010		343
West, Traci						Surgical Technology H170211	Surgical Technologist 2 STS0011		343

West, Traci					Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certified
Senea, Shari						Basic Healthcare Worker HSC0003	A	90	
Senea, Shari						Phlebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nurse Aide & Orderly									
Thompson, Traci / Rebecca Futch					CAN H170602	Nurse Aide & Orderly PRN0090	A		FDMOA001 Certified Nursing Assitant



RIVEROAK TECHNICAL COLLEGE

415 SW Pinewood Drive • Live Oak, Florida 32064 • Phone (386) 647-4210 • Fax (386) 364-4698

Dual Enrollment Application

Current District of Enrollment

Current School of Enrollment

Grade Level

Local Student ID #

FLEID #

LAST NAME

FIRST NAME

MIDDLE NAME

Social Security Number: _____

☐ Male ☐ Female

(Federal Legislation and FL statute 119.071(5) requires the collection of social security numbers.)

Mailing Address

City

County

State

Zip Code

Home Phone Number

Cell Phone Number

E-mail Address

Emergency Contact Name

Phone Number

Relationship

Date of Birth: ____/____/____

Month Day Year

Place of Birth: _____

City

State

What is the primary language spoken in your home? _____

Ethnicity: CHECK ☒ ALL THAT APPLY TO YOU:

☐ White

☐ Black or
African American

☐ Hispanic or
Latino

☐ American Indian or
Alaskan Native

☐ Asian

☐ Native Hawaiian or
Pacific Islander

☐ Race/Ethnicity
Unknown

Are you a Nonresident Alien? ☐ Yes or ☐ No

(An individual who has been admitted temporarily to the US as a non-immigrant, but is not a citizen, including those granted student visas.)

Are you currently on a _____ McKay or _____ FES Scholarship? _____ N/A

Do you have a Facebook account? ☐ Yes or ☐ No

RIVEROAK Technical College provides high school students with the opportunity to take technical classes (electives) while taking required academic courses at their high school. Students receive industry level training in work environment labs. High school students are exempt from paying tuition while enrolled in high school.

Attendance- High School students will be expected to follow the attendance policy of the high school.

Tardy Policy: Students are expected to report to class on time.

Classroom Expectations: Students are expected to behave in a responsible and professional manner. Safety rules must be followed at all times. A student may be dismissed from the program of study if they do not maintain a 2.0 or higher GPA in their RIVEROAK courses.

Dress Code- Students are expected to adhere to the dress code as stated in the Suwannee District Code of Conduct. If the program has specific dress requirement then those must be followed.

Discipline- A student must be respectful to faculty, staff, and other students at RIVEROAK Technical College at all times. While in a program a student must follow all guidelines set forth by the institution. A student must comply with the Suwannee District Code of Conduct. Any serious violations will result in immediate dismissal from the program.

The Suwannee County School Board advises that all vocational opportunities will be offered without regard to race, color, national origin, sex, or disability. The lack of English Language skills will not be a barrier to admission and participation in vocational education programs. Program offerings include Adult Education; Business Management and Administration; Community Education; Health Sciences; Architecture and Construction Education; Transportation, Distribution and Logistics; and Hospitality and Tourism. RIVEROAK Technical College serves adults, high school students and dual enrollment students. Admission is open to adults who are at least 16 years old and not presently enrolled in a secondary school. Admission is also open to secondary students grades 9-12 as part of a regular secondary credit earning program. Equity Coordinator contact information: Mr. Ronald Gray, Suwannee County School Board 1740 Ohio Avenue, South Live Oak, FL 32064



Accredited by the Council on Occupational Education • 7840 Roswell Road, Bldg. 300, Suite 325 • Atlanta, GA 30350

RIVEROAK TECHNICAL COLLEGE

Dual Enrollment Request 2022-2023

Student Name _____ Grade _____

Program requested (see list below) _____

Time block requested _____ High School _____

Y100300 Applied Cyber Security—Hill (1st lunch) 1st- 5th Period – Single or Blocked

B070300 Medical Administrative Specialist—Gill (2nd lunch) Blocked 1st & 2nd or 3rd & 4th

N100500 Commercial Foods and Culinary Arts/ Professional Culinary Arts
and Hospitality—Kelly (2nd lunch) Blocked 1st-2nd, 3rd-4th or 5th-6th

I470608 Automotive Service Technician—Blackmon (1st lunch) First year either 2nd or 3rd period
Second year and beyond blocked 4th & 5th or 6th & 7th

I401300 Automotive Collision Technology Technician Ragan (1st lunch)
period First year either 2nd or 3rd
Second year and beyond blocked 4th & 5th or 6th & 7th

I463112 Brick and Block Masonry 9:05-10:50 - Bass (1st lunch) Blocked 2nd-3rd, 4th-5th or 6th-7th

I460312 Electricity -Ulmer (1st lunch) Blocked 2nd-3rd, 4th-5th, or 6th-7th

I400400 Welding Technology -Mercer (1st lunch) Blocked 2nd-3rd, 4th-5th, or 6th-7th

8757300 Nail Technology -Thornton (2nd lunch) Blocked 1st-2nd, 3rd-4th or 5th-6th

8401110 Applied Engineering Technology - Ulmer (1st lunch)
8401110 Applied Engineering Technology 1- 1 Credit Single Period 1st period only
8401120 Applied Engineering Technology 2- 1 Credit Single Period 1st period only
8401130 Applied Engineering Technology 3- 1 Credit Single Period 1st period only

***H170694 Patient Care Technician- Stratton ***
Full Time Seniors ONLY, MUST BE 18

8:00-3:30pm

**2022-2023 DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN
THE SUWANNEE COUNTY SCHOOL BOARD Thru RIVEROAK Technical College
AND PARENT/GUARDIAN OF HOME EDUCATED STUDENT(S)**

This agreement is entered into by and between the Suwannee County School Board thru RIVEROAK Technical College, Live Oak, Florida, hereinafter referred to as "RTC", and the below signed Parent/Guardian of the Home Educated Student(s).

WHEREAS, pursuant to section 1011.62(1)(i), Florida Statutes, in order to dual enroll, the parent/guardian of the home educated student(s) must sign and submit the following articulation agreement to RIVEROAK Technical College prior to enrollment.

Whereas, RIVEROAK Technical College shall be responsible for dual enrollment tuition costs associated with home educated student(s) enrolled at RTC.

WHEREAS, the parties hereto believe the adoption of an articulation plan will provide enhanced learning opportunities for qualified students through the efficient use of RTC's programs and resources;

NOW, THEREFORE,

RTC and the below signed Parent/Guardian of the Home Educated Student(s) do hereby agree as follows:

I. EFFECTIVE DATE AND EFFECT OF AGREEMENT

This agreement shall be in effect from the date the Board executes the agreement. This agreement shall replace all previous dual enrollment articulation agreements between the parties.

II. THE INTENT OF THE AGREEMENT

It is the intent of the agreement to ensure a variety of articulated acceleration mechanisms are available for secondary and postsecondary students. The purpose of these acceleration mechanisms is to shorten the time necessary for a student to complete the requirements for obtaining a nationally recognized credential in a Career and Technical Program of Study, broaden the scope of the Career and Technical options available to students, and to increase the depth of study in a particular program of study. The articulation mechanisms include (but are not limited to) dual enrollment, earning a nationally recognized Industry Certification and the participation in a Career Pathway.

III. PARTIES TO THE AGREEMENT

The Suwannee County School Board thru RIVEROAK Technical College and the below signed Parent/Guardian of the Home Educated Student(s).

IV. ARTICULATED PROGRAMS

The programs articulated under this agreement include:

- A. Career Dual Enrollment;
- B. Nationally Recognized Industry Certifications;
- C. Career Pathways.

The following is included with this agreement: Methodology for determining dual enrollment costs and associated fees per Career and Technical program.

V. COURSES

- A. ALL Career and Technical Educational offered by RTC as Dual Enrolled Postsecondary Career Certificate Courses that are contained within the common course numbering system shall be eligible if not specifically excluded by State Statute, State Board of Education Rule, District School Board of Suwannee County and/or the Board. To ensure transferability of credits, students' educational plans are closely evaluated when utilizing Career and Technical Education (CTE) courses for dual enrollment. Ensuring transferability of coursework, RTC encourages students to concentrate on a specific CTE program(s) of study. Students who intend to earn Occupational Completion Points should carefully evaluate each course to determine its applicability in meeting those requirements.
- B. Eligible secondary students shall be permitted to enroll in postsecondary courses conducted during school hours, after regular day school hours and during summer terms. RTC shall assume responsibility for the maintenance of instructional quality.

VI. DEFINITIONS OF ACCELERATION

For the purposes of a dual enrollment articulation agreement, the following definitions are applicable and shall be adhered to.

- A. Career Dual Enrollment, section 1007.2711, Florida Statutes
 - 1. Career dual enrollment was established by the legislature as a positive measure to expand the scope of dual enrollment program.
 - 2. This type of dual enrollment shall be provided as curricular options for secondary students who wish to earn a series of elective credits toward the high school diploma and shall be available for eligible secondary students seeking an industry certification from a complete job preparatory program.
- B. Career Early Admission, section 1007.271(11), Florida Statutes

Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time in courses that are creditable toward the high school diploma, industry certification or the technical Postsecondary Career Certificate.
- C. Career Pathways, section 1007.235(2)(d), Florida Statutes

The Board and RTC agree to cooperate in the advancement of the Career Pathways program. Working through a Career Pathways partnership, the high school and RTC personnel have identified courses and programs that can articulate from the high school to RTC to help prepare students for a Postsecondary Career Certificate. The Board and RTC will establish a clearly defined course-by-course to pathway articulation agreement. This agreement will provide opportunities for admission into RTC programs and the award of credits for students in those programs because of successful completion of work in a Career Pathways Program. To be eligible for credit, the student must complete the appropriate course work of high school Career Pathway courses with a satisfactory grade point average stated in this agreement.

VII. STUDENT ELIGIBILITY

- A. An eligible student is defined in section 1007.271(2), Florida Statutes, as a student enrolled in a Florida Public secondary school, Florida non-public secondary school, or student enrolled in a Home Education Program.
- B. The parents/guardians of the student are responsible for providing transportation to RTC for daily instruction.

- C. Dual enrolled students will be evaluated on an individual basis to determine the appropriate number of contract hours per term.
- D. Students wishing to dual enroll in the summer of their high school graduation must do so as a "regular" RTC student unless the course begins prior to graduating high school.
- E. An unweighted 2.0 grade point average (high school) must be achieved and maintained for PSAV certificate dual enrollment courses. Students must also maintain a 2.0 RTC grade point average to continue dual enrollment.
- F. If a dual enrolled student receives a grade of a "D" or "F" in any postsecondary credit course, the student must sit out and will not be allowed to register the following term as a dual enrolled student.

VIII. SCHEDULE, PROGRAMS, AND ENROLLMENT

- A. Schedule
 - 1. Slots are available to high school students on a "space available" basis.
 - 2. Time slots are designed to maximize instructional time in both home education and RTC CTE courses.
 - 3. Students must abide by the student code of conduct of RTC.
 - 4. Students must maintain regular attendance in accordance with the RTC attendance policy. Absences in excess of the allowable number may result in dismissal from RTC.
- B. Eligible Programs can be found at www.riveroakcollege.com
- C. Enrollment
 - 1. Registration form and a current transcript are due to RTC prior to enrollment.
 - 2. Student enrollment may occur no later than two weeks after the beginning of a semester.
 - 3. Instructional materials and tuition will be reimbursed through the Office of Student Financial Assistance, per 6A-20.0282, Florida Administrative Code, and section 1009.30, Florida Statutes.

IX. TERM OF AGREEMENT:

This agreement shall be in effect for the 2022-2023 school year as provided by the RIVEROAK Technical College/Suwannee County School District calendar.

(Signatures on next page)

Suwannee County School Board:	
Signature: _____ Jerry Taylor Title: Board Chairman Date: _____	Signature: _____ Parent/Guardian Printed Name _____ Date: _____
Signature: _____ Ted L. Roush Title: Superintendent of Schools Date: _____	Signature: _____ Student Printed Name _____ Date: _____
Signature: _____ Mary Keen Title: RIVEROAK Principal/Director of Career and Technical Education Date: _____	

"Approved as to Form and Sufficiency
 BY _____
 Leonard J. Dietzen, III
 Rumberger, Kirk & Caldwell, P.A.
 Suwannee School Board Attorney"

Teacher	Secondary Program/ Number	Course	OC P	Credi t	Secondary Industry Cert.	Post-Secondary Program/Number	Course	OC P	Hour s	Post-Secondary Industry Cert.
Masonry									1650	
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Level 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3
										AWELD011- SMAW Pipe AWELD012- SMAW Plate
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
						HVAC/R C400410	Introduction to HVAC/R ACR0000	A	250	
						HVAC/R C400411	HVCA/R Fundamentals ACR0001	B	250	
						HVAC/R C400412	HVCA/R Services Practices ACR0012	C	250	
Applied Engineering Technology										

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic				
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic				
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic				
Medical/Administrative Specialist								1050	
Gill, Theresa					Medical Admin. Spec. B070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa					B070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa					Medical Admin. Spec. B070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Gill, Theresa					Medical Admin. Spec. B070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Digital Design								600	
Poole, Pam					Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Poole, Pam					Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Poole, Pam					Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Applied Cyber Security									
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity	CTS0018 Cybersecurity Ass	600	A COMPT008 COMP TIA SECURITY+
Hill, William						Applied Cybersecurity	CTS0019 Info Security MGR	150	B
Early Childhood Education								600	
Thomas, Kimberly	8405100	Child Development 8500310	Se me	0.5		E300100	Child care worker 1 HEV0870	A	150
Thomas, Kimberly	8405100	Ed & Training Directed Study 8500100	Se me ster	0.5		E300100	Child care worker 2 HEV0871	B	150
Thomas, Kimberly	8405100	Early Childhood Education 1 8405110	A	1		E300100	Teacher Aide (Preschool) HEV0872	C	150
Thomas, Kimberly	8405100	Early Childhood Education 2 8405120	B	1		E300100	Preschool Teacher HEV0873	D	150
Thomas, Kimberly	8405100	Early Childhood Education 3 8405130	C	1					
Thomas, Kimberly	8405100	Early Childhood Education 4 8405140	D	1					
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375
									FLDOP002 Cosmetologist

Nail Specialist									180	
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210		0.5		D500100	CSP0016 Mani and Pedi Spec		180	FLDOP008 Nail Specialist
Thornton, Greta	8757310	8757310 Nails Specialty 2		0.5						
Thornton, Greta	8757320	8757320 Nails Specialty 3		1						
Thornton, Greta	8901000	Directed Study 8901000		0.5						
Facials Specialist										
Thornton, Greta Maxwell, Catherine						Facials/ Skin Care 1120424	Facials/Skin Care CSP0266		220	FLDOP009 Facial Specialist
Commercial Foods & Culinary Arts									1200	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager ServeSafe
Automotive Collision Technology									1400	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician T401300	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structural Analysis (B3)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Structural Damage Repair Tech.	F	350	
Automotive Service Technology									1050	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Steering (T5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systems (T6)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)

Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1					
Blackmon, William						Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300
Blackmon, William						Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150
Blackmon, William						Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150
Blackmon, William						Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150
Practical Nursing									3300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300
Wilson, Suzanne Stratton, Jeanna						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150
Willis, Jessica						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90
Willis, Jessica						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75
Willis, Jessica						H170694	HCP0332	C	50
Willis, Jessica						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75
Willis, Jessica						H170694	Allied Health Assistant HSC0016	E	150
Willis, Jessica						H170694	MEA0580	F	100
Willis, Jessica						H170694	Patient Care Tech. PRN0094	G	60
Pharmacy Technician									3050
Miller, Katie						Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90
Miller, Katie						H170700	Pharmacy Technician 1 PTN0084		360
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 2 PTN0085		300
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300
Surgical Technology									3300
West, Traci						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90
West, Traci						Surgical Technology H170211	Central Supply Technician STS0015	B	210
West, Traci						Surgical Technology H170211	Surgical Technologist 1 STS0010		343
West, Traci						Surgical Technology H170211	Surgical Technologist 2 STS0011		343

West, Traci					Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech In Surgery - Certified
Senea, Shari						Basic Healthcare Worker HSC0003	A	90	
Senea, Shari						Phlebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nurse Aide & Orderly									
Thompson, Traci / Rebecca Futch					CAN H170602	Nurse Aide & Orderly PRN0090	A		FDMQA001 Certified Nursing Assitant



RIVEROAK

TECHNICAL COLLEGE

415 SW Pinewood Drive • Live Oak, Florida 32064 • Phone (386) 647-4210 • Fax (386) 364-4698

Dual Enrollment Application

Current District of Enrollment

Current School of Enrollment

Grade Level

Local Student ID #

FLEID #

LAST NAME

FIRST NAME

MIDDLE NAME

Social Security Number: _____
(Federal Legislation and FL statute 119.071(5) requires the collection of social security numbers.)

☐ Male ☐ Female

Mailing Address

City

County

State

Zip Code

Home Phone Number

Cell Phone Number

E-mail Address

Emergency Contact Name

Phone Number

Relationship

Date of Birth: ____/____/____
Month Day Year

Place of Birth: ____
City State

What is the primary language spoken in your home? _____

Ethnicity: CHECK ☒ ALL THAT APPLY TO YOU:

☐ White ☐ Black or African American ☐ Hispanic or Latino ☐ American Indian or Alaskan Native ☐ Asian ☐ Native Hawaiian or Pacific Islander ☐ Race/Ethnicity Unknown

Are you a Nonresident Alien? ☐ Yes or ☐ No

(An individual who has been admitted temporarily to the US as a non-immigrant, but is not a citizen, including those granted student visas.)

Are you currently on a _____ McKay or _____ FES Scholarship? _____ N/A

Do you have a Facebook account? ☐ Yes or ☐ No

RIVEROAK Technical College provides high school students with the opportunity to take technical classes (electives) while taking required academic courses at their high school. Students receive industry level training in work environment labs. High school students are exempt from paying tuition while enrolled in high school.

Attendance- High School students will be expected to follow the attendance policy of the high school.

Tardy Policy: Students are expected to report to class on time.

Classroom Expectations: Students are expected to behave in a responsible and professional manner. Safety rules must be followed at all times. A student may be dismissed from the program of study if they do not maintain a 2.0 or higher GPA in their RIVEROAK courses.

Dress Code- Students are expected to adhere to the dress code as stated in the Suwannee District Code of Conduct. If the program has specific dress requirement then those must be followed.

Discipline- A student must be respectful to faculty, staff, and other students at RIVEROAK Technical College at all times. While in a program a student must follow all guidelines set forth by the institution. A student must comply with the Suwannee District Code of Conduct. Any serious violations will result in immediate dismissal from the program.

The Suwannee County School Board advises that all vocational opportunities will be offered without regard to race, color, national origin, sex, or disability. The lack of English Language skills will not be a barrier to admission and participation in vocational education programs. Program offerings include Adult Education; Business Management and Administration; Community Education; Health Sciences; Architecture and Construction Education; Transportation, Distribution and Logistics; and Hospitality and Tourism. RIVEROAK Technical College serves adults, high school students and dual enrollment students. Admission is open to adults who are at least 16 years old and not presently enrolled in a secondary school. Admission is also open to secondary students grades 9-12 as part of a regular secondary credit earning program. Equity Coordinator contact information: Mr. Ronald Gray, Suwannee County School Board 1740 Ohio Avenue, South Live Oak, FL 32064



Accredited by the Council on Occupational Education • 7840 Roswell Road, Bldg. 300, Suite 325 • Atlanta, GA 30350

RIVEROAK TECHNICAL COLLEGE

Dual Enrollment Request 2022-2023

Student Name _____ Grade _____

Program requested (see list below) _____

Time block requested _____ High School _____

Y100300 Applied Cyber Security—Hill (1st lunch) 1st- 5th Period – Single or Blocked

B070300 Medical Administrative Specialist—Gili (2nd lunch) Blocked 1st & 2nd or 3rd & 4th

N100500 Commercial Foods and Culinary Arts/ Professional Culinary Arts
and Hospitality—Kelly (2nd lunch) Blocked 1st-2nd, 3rd-4th or 5th-6th

I470608 Automotive Service Technician —Blackmon (1st lunch) First year either 2nd or 3rd period
Second year and beyond blocked 4th & 5th or 6th & 7th

T401300 Automotive Collision Technology Technician Ragan (1st lunch) First year either 2nd or 3rd
period
Second year and beyond blocked 4th & 5th or 6th & 7th

I463112 Brick and Block Masonry 9:05-10:50 - Bass (1st lunch) Blocked 2nd-3rd, 4th-5th or 6th-7th

I460312 Electricity -Ulmer (1st lunch) Blocked 2nd-3rd, 4th-5th, or 6th-7th

I400400 Welding Technology -Mercer (1st lunch) Blocked 2nd-3rd, 4th-5th, or 6th-7th

8757300 Nail Technology -Thornton (2nd lunch) Blocked 1st-2nd, 3rd-4th or 5th-6th

8401110 Applied Engineering Technology - Ulmer (1st lunch)
8401110 Applied Engineering Technology 1- 1 Credit Single Period 1st period only
8401120 Applied Engineering Technology 2- 1 Credit Single Period 1st period only
8401130 Applied Engineering Technology 3- 1 Credit Single Period 1st period only

***H170694 Patient Care Technician- Stratton ***

Full Time Seniors ONLY, MUST BE 18

8:00-3:30pm

DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN
THE SUWANNEE COUNTY SCHOOL BOARD Thru RIVEROAK Technical College
AND
MELODY CHRISTIAN ACADEMY

This agreement is entered into by and between the Suwannee County School Board Thru RIVEROAK Technical College, Live Oak, Florida, hereinafter referred to as "RTC", and Melody Christian Academy, hereinafter referred to as "MCA".

WHEREAS, Career Dual Enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to section 1008.44, Florida Statutes, which count as credits toward the high school diploma. Career Dual Enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course.

WHEREAS, pursuant to section 1007.271, Florida Statutes, RTC and MCA shall enter into a dual enrollment agreement; and,

NOW, THEREFORE,

The RTC and MCA do hereby agree as follows:

I. EFFECTIVE DATE AND EFFECT OF AGREEMENT

Upon execution of this agreement by the Suwannee County School Board.

II. THE INTENT OF THE AGREEMENT

It is the intent of the agreement that a variety of articulated acceleration mechanisms be available for secondary and postsecondary students attending public educational institutions. The purpose of these acceleration mechanisms is to shorten the time necessary for a student to complete the requirements for obtaining a nationally recognized credential in a Career and Technical Program of Study, broaden the scope of the Career and Technical options available to students, and to increase the depth of study in a particular program of study. The articulation mechanisms include (but are not limited to) dual enrollment, earning a nationally recognized Industry Certification and, the participation in Career Pathways.

III. PARTIES TO THE AGREEMENT

Suwannee County School Board Thru RIVEROAK Technical College and Melody Christian Academy.

IV. ARTICULATED PROGRAMS

The programs articulated under this agreement include:

- A. Career Dual Enrollment;
- B. Nationally Recognized Industry Certifications;
- C. Career Pathways

The following is included with this agreement: Methodology for determining dual enrollment costs and associated fees per Career and Technical program.

V. COURSES

- A. ALL Career and Technical Education programs offered by RTC as Dual Enrolled Post-Secondary Adult Vocational Education (PSAV) Courses that are contained within the common course numbering system shall be eligible, if not specifically excluded by State Statute, State Board of Education Rule, and/or the Suwannee County School Board. To ensure transferability of credits, students' educational plans are closely evaluated when utilizing Career and Technical Education (CTE) courses for dual enrollment. Ensuring transferability of coursework, RTC encourages students to concentrate on a specific CTE program(s) of study. Students who intend to earn Occupational Completion Points should carefully evaluate each course to determine its applicability in meeting those requirements.
- B. Eligible secondary students shall be permitted to enroll in postsecondary courses conducted during school hours. RTC shall assume responsibility for the maintenance of instructional quality.

VI. DEFINITIONS OF ACCELERATION

For the purposes of dual enrollment articulation agreement, the following definitions are applicable and shall be adhered to.

- A. Career Dual Enrollment, section 1007.2711, Florida Statutes
 - 1. Career dual enrollment was established by the legislature as a positive measure to expand the scope of dual enrollment program.
 - 2. This type of dual enrollment shall be provided as curricular options for secondary students who wish to earn a series of elective credits toward the high school diploma and shall be available for eligible secondary students seeking an industry certification from a complete job preparatory program.
- B. Career Early Admission, section 1007.271(11), Florida Statutes
 - Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time in courses that are creditable toward the high school diploma, industry certification or the technical Postsecondary Career Certificate.
- C. Career Pathways, section 1007.235(2)(d), Florida Statutes
 - The Board and RTC agree to cooperate in the advancement of the Career Pathways program. Working through a Career Pathways partnership, the high school and RTC personnel have identified courses and programs that can articulate from the high

school to RTC to help prepare students for Postsecondary Career Certificate. The Board and RTC will establish a clearly defined course-by-course to pathway articulation agreement. This agreement will provide opportunities for admission into RTC programs and the award of credits for students in those programs because of successful completion of work in a Career Pathways Program. To be eligible for credit, the student must complete the appropriate course work of high school Career Pathway courses with a satisfactory grade point average stated in this agreement.

VII. STUDENT ELIGIBILITY

- A. An eligible student is defined in section 1007.271(2), Florida Statutes, as a student enrolled in a Florida Public secondary school or Florida non-public secondary school.
- B. RTC limits dual enrollment to private high school sophomores, juniors and seniors.
- C. Academic advising: The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.
- D. The high school is responsible for verifying the student is eligible to apply for admission as a dual enrolled student. The student is responsible for applying for admission and meeting the admission requirements prior to applicable deadlines.
- E. The high school and/or student is responsible for provide individual transportation to RTC for daily instruction.
- F. Dual enrolled students will be evaluated on an individual basis to determine the appropriate number of contract hours per term.
- G. An unweighted 2.0 grade point average (high school) must be achieved and maintained for PSAV certificate dual enrollment courses. Students must also maintain a 2.0 RTC grade point average to continue dual enrollment.
- H. If a dual enrolled student receives a grade of a "D" or "F" in any Postsecondary Career Certificate credit course, the student must sit out and will not be allowed to register the following term as a dual enrolled student.
- I. Students must take the TABE examination within the first six weeks of beginning a RTC program of study.
- J. The student's private school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment, section 1007.271(25), Florida Statutes.

VIII. ELIGIBLE PROGRAMS, SCHEDULE, FUNDING, ENROLLMENT REQUIREMENTS

- A. Schedule
 - 1. Slots are available to private high school students on a "space available" basis.
 - 2. Time slots are designed to maximize instructional time in both home school and RTC CTE courses
 - 3. Students must abide by the student code of conduct of RTC.

4. Students must maintain regular attendance in accordance with the RTC attendance policy. Absences in excess of the allowable number may result in dismissal from RTC.
- B. Eligible Programs can be found at www.riveroakcollege.com
- C. Enrollment
 1. Registration form with verification of eligibility signed by the private school are due to RIVEROAK Technical College prior to enrollment.
 2. Student enrollment may occur no later than two weeks prior to the beginning of a semester.
 3. Instructional materials and tuition will be reimbursed through the Office of Student Financial Assistance, per 6A-20.0282, Florida Administrative Code, and section 1009.30, Florida Statutes.

IX. TERM OF AGREEMENT: July 1, 2022 through June 30, 2023.

X. SIGNATURES

XI. Suwannee County School Board	Melody Christian Academy
Signature: _____ Jerry Taylor Title: Board Chairman Date: _____	Signature: _____ Printed Name _____ Title: Principal Date: _____
Signature: _____ Ted L. Roush Title: Superintendent of Schools Date: _____	
Signature: _____ Mary Keen Title: RIVEROAK Principal/Director of Career and Technical Education Date: _____	

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III
 Rumberger, Kirk & Caldwell, P.A.
 Suwannee School Board Attorney"

Teacher	Secondary Program/ Number	Course	OC P	Credi t	Secondary Industry Cert	Post Secondary Program/Number	Course	OC P	Hour s	Post Secondary Industry Cert
Masonry										
									1650	
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Level 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity										
									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding										
									1050	
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3
										AWELD011- SMAW Pipe AWELD012- SMAW Plate
Welding Technology Advancement										
									750	
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
Applied Engineering Technology										
						HVAC/R C400410	Introduction to HVAC/R ACR0000	A	250	
						HVAC/R C400411	HVCA/R Fundamentals ACR0001	B	250	
						HVAC/R C400412	HVCA/R Services Practices ACR0012	C	250	

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic				
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic				
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic				
Medical Administrative Specialist								1050	
Gill, Theresa					Medical Admin. Spec. B070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa					B070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa					Medical Admin. Spec. B070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Gill, Theresa					Medical Admin. Spec. B070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Digital Design								600	
Poole, Pam					Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Poole, Pam					Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Poole, Pam					Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Applied Cyber Security									
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity	CTS0018 Cybersecurity Ass	600	A COMPT008 COMP TIA SECURITY+
Hill, William						Applied Cybersecurity	CTS0019 Info Security MGR	150	B
Early Childhood Education								600	
Thomas, Kimberly	8405100	Child Development 8500310	Se me	0.5	E300100	Child care worker 1 HEV0870	A	150	
Thomas, Kimberly	8405100	Ed & Training Directed Study 8500100	Se me ster	0.5	E300100	Child care worker 2 HEV0871	B	150	
Thomas, Kimberly	8405100	Early Childhood Education 1 8405110	A	1	E300100	Teacher Aide (Preschool) HEV0872	C	150	
Thomas, Kimberly	8405100	Early Childhood Education 2 8405120	B	1	E300100	Preschool Teacher HEV0873	D	150	
Thomas, Kimberly	8405100	Early Childhood Education 3 8405130	C	1					
Thomas, Kimberly	8405100	Early Childhood Education 4 8405140	D	1					
Cosmetology									
Maxwell, Janie Sullivan, Patty					Cosmetology D500100	Grooming & Salon Services CSP0009		225	
Maxwell, Janie Sullivan, Patty					Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300	
Maxwell, Janie Sullivan, Patty					Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300	
Maxwell, Janie Sullivan, Patty					Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist

Nails Specialty									180	
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210		0.5		D500100	CSP0016 Mani and Pedl Spec		180	FLDOP008 Nail Specialist
Thornton, Greta	8757310	8757310 Nails Specialty 2		0.5						
Thornton, Greta	8757320	8757320 Nails Specialty 3		1						
Thornton, Greta	8901000	Directed Study 8901000		0.5						
Facials Specialty									220	
Thornton, Greta Maxwell, Catherine						Facials/ Skin Care I120424	Facials/Skin Care CSP0266		220	FLDOP009 Facial Specialist
Commercial Foods & Culinary Arts									1200	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0170 Cook- Restaurant	B	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager ServeSafe
Automotive Collision Technology									1400	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician T401300	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structural Analysis (B3)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Sturctural Damage Repair Tech.	F	350	
Automotive Service Technology									1050	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0453 Auto, Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Sterring (T5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systems (T6)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)

[illegible]

West, Traci					Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certified
Senea, Shari						Basic Healthcare Worker HSC0003	A	90	
Senea, Shari						Phlebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nurse Aide & Orderly									
Thompson, Traci / Rebecca Futch					CAN H170602	Nurse Aide & Orderly PRN0090	A		FDMQA001 Certified Nursing Assistant



RIVEROAK TECHNICAL COLLEGE

415 SW Pinewood Drive • Live Oak, Florida 32064 • Phone (386) 647-4210 • Fax (386) 364-4698

Dual Enrollment Application

_____ Current District of Enrollment		_____ Current School of Enrollment		_____ Grade Level	
_____ Local Student ID #		_____ FLEID #			
_____ LAST NAME		_____ FIRST NAME		_____ MIDDLE NAME	
Social Security Number: _____ (Federal Legislation and FL statute 119.071(5) requires the collection of social security numbers.)				<input type="checkbox"/> Male <input type="checkbox"/> Female	
_____ Mailing Address		_____ City	_____ County	_____ State	_____ Zip Code
_____ Home Phone Number		_____ Cell Phone Number		_____ E-mail Address	
_____ Emergency Contact Name		_____ Phone Number		_____ Relationship	
Date of Birth: ____/____/____ Month Day Year		Place of Birth: ____ City State			
What is the primary language spoken in your home? _____					

Ethnicity : CHECK ☒ ALL THAT APPLY TO YOU:

☐ White ☐ Black or African American ☐ Hispanic or Latino ☐ American Indian or Alaskan Native ☐ Asian ☐ Native Hawaiian or Pacific Islander ☐ Race/Ethnicity Unknown

Are you a Nonresident Alien? ☐ Yes or ☐ No

(An individual who has been admitted temporarily to the US as a non-immigrant, but is not a citizen, including those granted student visas.)

Are you currently on a _____ McKay or _____ FES Scholarship? _____ N/A

Do you have a Facebook account? ☐ Yes or ☐ No

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Classroom Expectations: Students are expected to behave in a responsible and professional manner. Safety rules must be followed at all times. A student may be dismissed from the program of study if they do not maintain a 2.0 or higher GPA in their RIVEROAK courses.

Dress Code- Students are expected to adhere to the dress code as stated in the Suwannee District Code of Conduct. If the program has specific dress requirement then those must be followed.

Discipline- A student must be respectful to faculty, staff, and other students at RIVEROAK Technical College at all times. While in a program a student must follow all guidelines set forth by the institution. A student must comply with the Suwannee District Code of Conduct. Any serious violations will result in immediate dismissal from the program.

The Suwannee County School Board advises that all vocational opportunities will be offered without regard to race, color, national origin, sex, or disability. The lack of English Language skills will not be a barrier to admission and participation in vocational education programs. Program offerings include Adult Education; Business Management and Administration; Community Education; Health Sciences; Architecture and Construction Education; Transportation, Distribution and Logistics; and Hospitality and Tourism. RIVEROAK Technical College serves adults, high school students and dual enrollment students. Admission is open to adults who are at least 16 years old and not presently enrolled in a secondary school. Admission is also open to secondary students grades 9-12 as part of a regular secondary credit earning program. Equity Coordinator contact information: Mr. Ronald Gray, Suwannee County School Board 1740 Ohio Avenue, South Live Oak, FL 32064



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RIVEROAK

TECHNICAL COLLEGE

Dual Enrollment Request 2022-2023

Student Name _____ Grade _____

Program requested (see list below) _____

Time block requested _____ High School _____

Y100300 Applied Cyber Security—Hill (1st lunch)

1st- 5th Period – Single or Blocked

B070300 Medical Administrative Specialist—Gill (2nd lunch)

Blocked 1st & 2nd or 3rd & 4th

N100500 Commercial Foods and Culinary Arts/ Professional Culinary Arts
and Hospitality—Kelly (2nd lunch)

Blocked 1st-2nd, 3rd-4th or 5th-6th

I470608 Automotive Service Technician—Blackmon (1st lunch)

First year either 2nd or 3rd period
Second year and beyond blocked 4th & 5th or 6th & 7th

T401300 Automotive Collision Technology Technician Ragan (1st lunch)
period

First year either 2nd or 3rd
Second year and beyond blocked 4th & 5th or 6th & 7th

I463112 Brick and Block Masonry 9:05-10:50 - Bass (1st lunch)

Blocked 2nd-3rd, 4th-5th or 6th-7th

I460312 Electricity -Ulmer _____ (1st lunch)

Blocked 2nd-3rd, 4th-5th, or 6th-7th

J400400 Welding Technology -Mercer _____ (1st lunch)

Blocked 2nd-3rd, 4th-5th, or 6th-7th

8757300 Nail Technology -Thornton (2nd lunch)

Blocked 1st-2nd, 3rd-4th or 5th-6th

8401110 Applied Engineering Technology - Ulmer (1st lunch)

8401110 Applied Engineering Technology 1- 1 Credit

8401120 Applied Engineering Technology 2- 1 Credit

8401130 Applied Engineering Technology 3- 1 Credit

Single Period 1st period only

Single Period 1st period only

Single Period 1st period only

***H170694 Patient Care Technician- Stratton ***

Full Time Seniors ONLY, MUST BE 18

8:00-3:30pm

DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN
THE SUWANNEE COUNTY SCHOOL BOARD Thru RIVEROAK Technical College
AND
WESTWOOD CHRISTIAN SCHOOL

This agreement is entered into by and between the Suwannee County School Board Thru RIVEROAK Technical College, Live Oak, Florida, hereinafter referred to as "RTC", and Westwood Christian School, hereinafter referred to as "WCS".

WHEREAS, Career Dual Enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to section 1008.44, Florida Statutes, which count as credits toward the high school diploma. Career Dual Enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course.

WHEREAS, pursuant to section 1007.271, Florida Statutes, RTC and WCS shall enter into a dual enrollment agreement; and,

NOW, THEREFORE,

The RTC and WCS do hereby agree as follows:

I. EFFECTIVE DATE AND EFFECT OF AGREEMENT

Upon execution of this agreement by the Suwannee County School Board.

II. THE INTENT OF THE AGREEMENT

It is the intent of the agreement that a variety of articulated acceleration mechanisms be available for secondary and postsecondary students attending public educational institutions. The purpose of these acceleration mechanisms is to shorten the time necessary for a student to complete the requirements for obtaining a nationally recognized credential in a Career and Technical Program of Study, broaden the scope of the Career and Technical options available to students, and to increase the depth of study in a particular program of study. The articulation mechanisms include (but are not limited to) dual enrollment, earning a nationally recognized Industry Certification and, the participation in Career Pathways.

III. PARTIES TO THE AGREEMENT

Suwannee County School Board Thru RIVEROAK Technical College and Westwood Christian School.

IV. ARTICULATED PROGRAMS

The programs articulated under this agreement include:

- A. Career Dual Enrollment;
- B. Nationally Recognized Industry Certifications;
- C. Career Pathways

The following is included with this agreement: Methodology for determining dual enrollment costs and associated fees per Career and Technical program.

V. COURSES

- A. ALL Career and Technical Education programs offered by RTC as Dual Enrolled Post-Secondary Adult Vocational Education (PSAV) Courses that are contained within the common course numbering system shall be eligible, if not specifically excluded by State Statute, State Board of Education Rule, and/or the Suwannee County School Board. To ensure transferability of credits, students' educational plans are closely evaluated when utilizing Career and Technical Education (CTE) courses for dual enrollment. Ensuring transferability of coursework, RTC encourages students to concentrate on a specific CTE program(s) of study. Students who intend to earn Occupational Completion Points should carefully evaluate each course to determine its applicability in meeting those requirements.
- B. Eligible secondary students shall be permitted to enroll in postsecondary courses conducted during school hours. RTC shall assume responsibility for the maintenance of instructional quality.

VI. DEFINITIONS OF ACCELERATION

For the purposes of dual enrollment articulation agreement, the following definitions are applicable and shall be adhered to.

- A. Career Dual Enrollment, section 1007.2711, Florida Statutes
 - 1. Career dual enrollment was established by the legislature as a positive measure to expand the scope of dual enrollment program.
 - 2. This type of dual enrollment shall be provided as curricular options for secondary students who wish to earn a series of elective credits toward the high school diploma and shall be available for eligible secondary students seeking an industry certification from a complete job preparatory program.
- B. Career Early Admission, section 1007.271(11), Florida Statutes
 - Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time in courses that are creditable toward the high school diploma, industry certification or the technical Postsecondary Career Certificate.
- C. Career Pathways, section 1007.235(2)(d), Florida Statutes
 - The Board and RTC agree to cooperate in the advancement of the Career Pathways program. Working through a Career Pathways partnership, the high school and RTC personnel have identified courses and programs that can articulate from the high

school to RTC to help prepare students for Postsecondary Career Certificate. The Board and RTC will establish a clearly defined course-by-course to pathway articulation agreement. This agreement will provide opportunities for admission into RTC programs and the award of credits for students in those programs because of successful completion of work in a Career Pathways Program. To be eligible for credit, the student must complete the appropriate course work of high school Career Pathway courses with a satisfactory grade point average stated in this agreement.

VII. STUDENT ELIGIBILITY

- A. An eligible student is defined in section 1007.271(2), Florida Statutes, as a student enrolled in a Florida Public secondary school or Florida non-public secondary school.
- B. RTC limits dual enrollment to private high school sophomores, juniors and seniors.
- C. Academic advising: The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.
- D. The high school is responsible for verifying the student is eligible to apply for admission as a dual enrolled student. The student is responsible for applying for admission and meeting the admission requirements prior to applicable deadlines.
- E. The high school and/or student is responsible for provide individual transportation to RTC for daily instruction.
- F. Dual enrolled students will be evaluated on an individual basis to determine the appropriate number of contract hours per term.
- G. An unweighted 2.0 grade point average (high school) must be achieved and maintained for PSAV certificate dual enrollment courses. Students must also maintain a 2.0 RTC grade point average to continue dual enrollment.
- H. If a dual enrolled student receives a grade of a "D" or "F" in any Postsecondary Career Certificate credit course, the student must sit out and will not be allowed to register the following term as a dual enrolled student.
- I. Students must take the TABE examination within the first six weeks of beginning a RTC program of study.
- J. The student's private school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment, section 1007.271(25), Florida Statutes.

VIII. ELIGIBLE PROGRAMS, SCHEDULE, FUNDING, ENROLLMENT REQUIREMENTS

- A. Schedule
 - 1. Slots are available to private high school students on a "space available" basis.
 - 2. Time slots are designed to maximize instructional time in both home school and RTC CTE courses
 - 3. Students must abide by the student code of conduct of RTC.

4. Students must maintain regular attendance in accordance with the RTC attendance policy. Absences in excess of the allowable number may result in dismissal from RTC.

B. Eligible Programs can be found at www.riveroakcollege.com

C. Enrollment

1. Registration form with verification of eligibility signed by the private school are due to RIVEROAK Technical College prior to enrollment.
2. Student enrollment may occur no later than two weeks prior to the beginning of a semester.
3. Instructional materials and tuition will be reimbursed through Office of Student Financial Assistance, per 6A-20.0282, Florida Administrative Code, and section 1009.30, Florida Statutes.

IX. TERM OF AGREEMENT: July 1, 2022 through June 30, 2023

X. SIGNATURES

XI. Suwannee County School Board	Westwood Christian School
Signature: _____ Jerry Taylor Title: Board Chairman Date: _____	Signature: _____ Printed Name _____ Title: Principal Date: _____
Signature: _____ Ted L. Roush Title: Superintendent of Schools Date: _____	
Signature: _____ Mary Keen Title: RIVEROAK Principal/Director of Career and Technical Education Date: _____	

"Approved as to Form and Sufficiency
 BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Teacher	Secondary Program/Number	Course	OC P	Credit	Secondary Industry Cert.	Post-Secondary Program/Number	Course	OC P	Hours	Post-Secondary Industry Cert.
Masonry										
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Level 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity										
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding										
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) GTAW Pipe (Stainless to Carbon) AWELD006-
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless GTAW Plate AWELD008-
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3 AWELD011- SMAW Pipe AWELD012- SMAW Plate
Welding Technology Advantages										
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
Applied Engineering Technology										
						HVAC/R C400410	Introduction to HVCA/R ACR0000	A	250	
						HVAC/R C400411	HVCA/R Fundamentals ACR0001	B	250	
						HVAC/R C400412	HVCA/R Services Practices ACR0012	C	250	

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Medical/Administrative Specialist									1050	
Gill, Theresa						Medical Admin. Spec. B070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						B070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						Medical Admin. Spec. B070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Gill, Theresa						Medical Admin. Spec. B070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Digital Design									600	
Poole, Pam						Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Poole, Pam						Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Poole, Pam						Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Applied Cybersecurity										
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity	CTS0018 Cybersecurity Ass	600	A	COMPT008 COMP TIA SECURITY+
Hill, William						Applied Cybersecurity	CTS0019 Info Security MGR	150	B	
Early Childhood Education									600	
Thomas, Kimberly	8405100	Child Development 8500310	Se me	0.5		E300100	Child care worker 1 HEV0870	A	150	
Thomas, Kimberly	8405100	Ed & Training Directed Study 8500100	Se me ster	0.5		E300100	Child care worker 2 HEV0871	B	150	
Thomas, Kimberly	8405100	Early Childhood Education 1 8405110	A	1		E300100	Teacher Aide (Preschool) HEV0872	C	150	
Thomas, Kimberly	8405100	Early Childhood Education 2 8405120	B	1		E300100	Preschool Teacher HEV0873	D	150	
Thomas, Kimberly	8405100	Early Childhood Education 3 8405130	C	1						
Thomas, Kimberly	8405100	Early Childhood Education 4 8405140	D	1						
Cosmetology										
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009 Cosmetologist & Hairdresser 1		225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	COS0002 Cosmetologist & Hairdresser 2		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	COS0003 Cosmetologist & Hairdresser 3		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	COS0009	A	375	FLDOP002 Cosmetologist

Nails Specialty									
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210	0.5		D500100	CSP0016 Mani and Pedi Spec		180	FLDOP008 Nail Specialist
Thornton, Greta	8757310	8757310 Nails Specialty 2	0.5						
Thornton, Greta	8757320	8757320 Nails Specialty 3	1						
Thornton, Greta	8901000	Directed Study 8901000	0.5						
Facials Specialty									
Thornton, Greta Maxwell, Catherine					Facials/ Skin Care I120424	Facials/Skin Care CSP0266		220	FLDOP009 Facial Specialist
Commercial Foods & Culinary Arts									
Sinclair, John Kelley, Mona	8800500	Culinary Arts 1 8800510	A 1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 2 8800520	B 1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 3 8800530	C 1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300	
Sinclair, John Kelley, Mona	8800500	Culinary Arts 4 8800540	D 1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager ServeSafe
Automotive Collision Technology									
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A 1	NIASE088 ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020	1		Automotive Collision Technology Technician T401300	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030	1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structural Analysis (B3)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B 1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050	1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C 1			ARR0295 Structural Damage Repair Tech.	F	350	
Automotive Service Technology									
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110	1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120	1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130	1		Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Steering (T5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A 1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systems (T6)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150	1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)

Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1					
Blackmon, William					Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300	
Blackmon, William					Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150	
Blackmon, William					Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150	
Blackmon, William					Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150	
Practical Nursing								150	
Wilson, Suzanne Stratton, Jeanna					Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300	
Wilson, Suzanne Stratton, Jeanna					Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300	
Wilson, Suzanne Stratton, Jeanna					Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300	
Wilson, Suzanne Stratton, Jeanna					Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300	
Wilson, Suzanne Stratton, Jeanna					Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)
Patient Care Technician									
Willis, Jessica					Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90	
Willis, Jessica					Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75	
Willis, Jessica					H170694	HCP0332	C	50	FDMQA002 Certified Nursing Assistant
Willis, Jessica					Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech
Willis, Jessica					H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician
Willis, Jessica					H170694	MEA0580	F	100	
Willis, Jessica					H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician
Pharmacy Technician								150	
Miller, Katie					Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90	
Miller, Katie					H170700	Pharmacy Technician 1 PTN0084		360	
Miller, Katie					Pharmacy Technician H170700	Pharmacy Technician 2 PTN0085		300	
Miller, Katie					Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician
Surgical Technology								150	
West, Traci					Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
West, Traci					Surgical Technology H170211	Central Supply Technician STS0015	B	210	
West, Traci					Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
West, Traci					Surgical Technology H170211	Surgical Technologist 2 STS0011		343	

West, Traci					Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certified
Senea, Shari						Basic Healthcare Worker HSC0003	A	90	
Senea, Shari						Phebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nurse Aide & Orderly									
Thompson, Traci / Rebecca Futch					CAN H170602	Nurse Aide & Orderly PRN0090	A		FDMQA001 Certified Nursing Assitant



RIVEROAK TECHNICAL COLLEGE

415 SW Pinewood Drive • Live Oak, Florida 32064 • Phone (386) 647-4210 • Fax (386) 364-4698

Dual Enrollment Application

Current District of Enrollment

Current School of Enrollment

Grade Level

Local Student ID #

FLEID #

LAST NAME

FIRST NAME

MIDDLE NAME

Social Security Number: _____
(Federal Legislation and FL statute 119.071(5) requires the collection of social security numbers.)

☐ Male ☐ Female

Mailing Address

City

County

State

Zip Code

Home Phone Number

Cell Phone Number

E-mail Address

Emergency Contact Name

Phone Number

Relationship

Date of Birth: ____/____/____
Month Day Year

Place of Birth: _____
City State

What is the primary language spoken in your home? _____

Ethnicity: CHECK ☒ ALL THAT APPLY TO YOU:

☐ White ☐ Black or African American ☐ Hispanic or Latino ☐ American Indian or Alaskan Native ☐ Asian ☐ Native Hawaiian or Pacific Islander ☐ Race/Ethnicity Unknown

Are you a Nonresident Alien? ☐ Yes or ☐ No

(An individual who has been admitted temporarily to the US as a non-immigrant, but is not a citizen, including those granted student visas.)

Are you currently on a _____ McKay or _____ FES Scholarship? _____ N/A

Do you have a Facebook account? ☐ Yes or ☐ No

RIVEROAK Technical College provides high school students with the opportunity to take technical classes (electives) while taking required academic courses at their high school. Students receive industry level training in work environment labs. High school students are exempt from paying tuition while enrolled in high school.

Attendance- High School students will be expected to follow the attendance policy of the high school.

Tardy Policy: Students are expected to report to class on time.

Classroom Expectations: Students are expected to behave in a responsible and professional manner. Safety rules must be followed at all times. A student may be dismissed from the program of study if they do not maintain a 2.0 or higher GPA in their RIVEROAK courses.

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RIVEROAK TECHNICAL COLLEGE

Dual Enrollment Request 2022-2023

Student Name _____ Grade _____

Program requested (see list below) _____

Time block requested _____ High School _____

Y100300 Applied Cyber Security—Hill (1st lunch)

1st- 5th Period – Single or Blocked

B070300 Medical Administrative Specialist—Gill (2nd lunch)

Blocked 1st & 2nd or 3rd & 4th

N100500 Commercial Foods and Culinary Arts/ Professional Culinary Arts
and Hospitality—Kelly (2nd lunch)

Blocked 1st-2nd, 3rd-4th or 5th-6th

J470608 Automotive Service Technician—Blackmon (1st lunch)

First year either 2nd or 3rd period
Second year and beyond blocked 4th & 5th or 6th & 7th

T401300 Automotive Collision Technology Technician Ragan (1st lunch)
period

First year either 2nd or 3rd
Second year and beyond blocked 4th & 5th or 6th & 7th

J463112 Brick and Block Masonry 9:05-10:50 - Bass (1st lunch)

Blocked 2nd-3rd, 4th-5th or 6th-7th

J460312 Electricity -Ulmer _____ (1st lunch)

Blocked 2nd-3rd, 4th-5th, or 6th-7th

J400400 Welding Technology -Mercer _____ (1st lunch)

Blocked 2nd-3rd, 4th-5th, or 6th-7th

8757300 Nail Technology -Thornton (2nd lunch)

Blocked 1st-2nd, 3rd-4th or 5th-6th

8401110 Applied Engineering Technology - Ulmer (1st lunch)

8401110 Applied Engineering Technology 1- 1 Credit

8401120 Applied Engineering Technology 2- 1 Credit

8401130 Applied Engineering Technology 3- 1 Credit

Single Period 1st period only

Single Period 1st period only

Single Period 1st period only

***H170694 Patient Care Technician- Stratton ***

Full Time Seniors ONLY, MUST BE 18

8:00-3:30pm

SUWANNEE COUNTY SCHOOL BOARD
PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and Pop's Sanitation Services, LLC ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Contractor to provide services for SCSB; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. **ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR**

- A. SERVICES: SCSB hereby engages Contractor to provide services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.
- B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES
- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
 - (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.
 - (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.
 - (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute

discretion with respect thereto.

- (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
- (vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
 - (i) all applicable federal, state, and local laws, rules, and regulations;
 - (ii) all applicable policies of SCSB;
 - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and
- F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither

Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2022 and ending June 30, 2025, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph I(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all

SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information (“PHI”) other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor’s contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor’s documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the

other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
 - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
 - (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SUWANNEE COUNTY SCHOOL BOARD'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: Ted L. Roush, Superintendent
The School Board of Suwannee County Florida
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Pop's Sanitation Services, LLC
P. O. Box 1022
Monticello, FL 32345

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT C which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

24. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

- (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2022.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor, Chairperson

Date

Ted L. Roush, Superintendent of Schools

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

POP'S SANITATION SERVICES, LLC

Witness Signature

Signature of Person or
Authorized Representative

Type or Print Name of Witness

Type or Print Name of Contractor

Date _____

Date _____

EXHIBIT A

Our investment is large, and in this agreement, we are asking your company to make a 3-year commitment to work with us. This agreement will renew annually, unless either party decides not to continue within ninety days of the expiration. This agreement is for Class I waste. We are not allowed to accept any material classified as hazardous. If you would like a specific definition of Class I material we will be happy to provide one.

SERVICES PROVIDED: Front Load Class I Material

Business Name: **Branford Elementary School**

Business Address Street: **26801 SR 247**

City: **Branford** State: **Florida** Zip: **32008**

- Initial Service level

Container Quantity: **1**

Container Yards: **8**

Container Service Frequency: **Twice per week**

- Monthly Service Charge: **\$480.86**
- Emergency Pick Up Rate: **\$60**
- One Time Delivery Fee per container: **\$50**
- Service Start Date: **8/1/2022**
- All Frontload is billed monthly in advance

Business Name: **Branford Elementary School (Food Service)**

Business Address Street: **26801 SR 247**

City: **Branford** State: **Florida** Zip: **32008**

- Initial Service level

Container Quantity: **1**

Container Yards: **8**

Container Service Frequency: **Twice per week**

- Monthly Service Charge: **\$480.86**
 - Emergency Pick Up Rate: **\$60**
 - One Time Delivery Fee per container: **\$50**
 - Service Start Date: **8/1/2022**
 - All Frontload is billed monthly in advance
 -
-

Business Name: **Branford High School (Food Service)**

Business Address Street: **405 Reynolds Street NE**

City: **Branford** State: **Florida** Zip: **32008**

- Initial Service level

Container Quantity: **1**

Container Yards: **8**

Container Service Frequency: **Twice per week**

- Monthly Service Charge: **\$480.86**
 - Emergency Pick Up Rate: **\$60**
 - One Time Delivery Fee per container: **\$50**
 - Service Start Date: **8/1/2022**
 - All Frontload is billed monthly in advance
 -
-

Business Name: **Branford High School**

Business Address Street: **405 Reynolds Street NE**

City: **Branford** State: **Florida** Zip: **32008**

- Initial Service level

Container Quantity: **3**

Container Yards: **8**

Container Service Frequency: **Twice per week**

- Monthly Service Charge: **\$1,442.58**
- Emergency Pick Up Rate: **\$60/each**

- One Time Delivery Fee per container: **\$50/each**
- Service Start Date: **8/1/2022**
- All Frontload is billed monthly in advance

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 85-3306740

IRS Form W-9 is on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

BES – General Fund

BHS – General Fund

Food Service Funds

EXHIBIT B

FEE SCHEDULE

Fee schedule is included in Exhibit A Services Provided (pages 11-13).

EXHIBIT C

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.



Ashford Services, Inc.

May 9, 2022

Suwannee County School Board
1740 South Ohio Avenue
Live Oak, FL 32064

Subject: Ashford Services Yearly Report

Dear Board Members,

During our last year, our suppliers have had substantial price increases. This in turn will have major effects on our 2022-2023 pricing.

I have attached the vendor letters to document their price increases, also showing our present price, percentage change and new increased pricing. Please note we are keeping our current profit margin, which stays the same.

I respectfully request the Board review and allow these price increases.

Regards,

Earl A. Hurst
President

Enclosures

SCHOOL ORDER FORM

SCHOOL NAME *

Fax to: (904) 396-7090 or Email to Patrick@ashfordservices.net

	ITEM #	DESCRIPTION	UNIT	Price	Vendor	% Increase	New Price
CS-001	10054	Nylon Angle Broom	EACH	\$4.55	ABCO	18.45%	\$5.39
CS-002	304	Corn Broom	EACH	\$6.70	ABCO	12.00%	\$7.50
CS-003	24986	Looped Wet Mop 24 oz Blue 12ea/cs	EACH	\$4.35	Hillyard	12.36%	\$4.89
CS-004	24991	Looped Cotton Mop 20oz White 12ea/cs	EACH	\$3.75	Hillyard	12.36%	\$4.21
CS-005	19167	Wet Mop, Microfiber Medium (regular mop) 12ea/cs	EACH	\$8.50	ACA Enterprises	5.70%	\$8.98
CS-006	19168	Wet Mop, Microfiber Large (regular mop) 12ea/cs	EACH	\$9.60	ACA Enterprises	5.70%	\$10.15
CS-007	18874	Flat Mop 18" Green microfiber	EACH	\$4.26	ACA Enterprises	5.70%	\$4.50
CS-008	19070	Flat Mop 18" Blue Wavehook B18	EACH	\$11.26	CPI	12.00%	\$12.61
CS-009	19069	Flat Mop 18" Red Wavehook R18	EACH	\$11.26	CPI	12.00%	\$12.61
CS-010	19178	Flat Mop Microfiber Scrubber Pad (for Grout)	EACH	\$5.21	ACA Enterprises	5.70%	\$5.51
CS-011	19071	Flat Mop 24" Wavehook B24 Wax Mop	EACH	\$16.19	CPI	12.00%	\$18.13
CS-012	19284	Microfiber Dust Mop 5x24	EACH	\$7.83	Direct Mop Sales	15.00%	\$9.00
CS-013	19285	Microfiber Dust Mop 5x36	EACH	\$10.81	Direct Mop Sales	15.00%	\$12.43
CS-014	19286	Microfiber Dust Mop 5x48	EACH	\$13.93	Direct Mop Sales	15.00%	\$16.02
CS-015	2024	24 oz Rayon String Mop Head	EACH	\$3.24	ABCO	20.75%	\$3.91
CS-016	1016	16 oz Cotton Cut End String Mop	EACH	\$2.08	ABCO	20.75%	\$2.51
CS-017	8301621	18" Blue Flat Mop Thin microfiber w/velcro backing	EACH	\$2.98	ACA Enterprises	5.70%	\$3.15
CS-018	19015	24" Fringed Microfiber Dust Mop Knuckle Buster	EACH	\$8.78	ACA Enterprises	5.70%	\$9.28
CS-019	19016	48" Fringed Microfiber Dust Mop Knuckle Buster	EACH	\$11.96	ACA Enterprises	5.70%	\$12.64
CS-020	24524	Dust Mop Frame 5x24	EACH	\$2.42	ABCO	27.62%	\$3.09
CS-021	24536	Dust Mop Frame 5x36	EACH	\$3.08	ABCO	27.62%	\$3.93
CS-022	24548	Dust Mop Frame 5x48	EACH	\$3.95	ABCO	27.62%	\$5.04
CS-023	1104	Wood Broom Handle Threaded w/metal 60"	EACH	\$2.95	ABCO	13.56%	\$3.35
CS-024	19327	Gripper Mop Handle 60" Fiberglass	EACH	\$8.54	ACA Enterprises	5.70%	\$9.03
CS-025	1406	Dust Mop Handle w/Metal Tip Clip	EACH	\$5.59	ABCO	13.56%	\$6.35

CS-026	19330	Flat Mop Frame w/Handle for 18" Flat Mops	EACH	\$19.29	NexStep	12.00%	\$21.60
CS-027	19331	Flat Mop Frame w/Handle for 24" Flat Mops	EACH	\$22.05	NexStep	12.00%	\$24.70
CS-028	19181	8' 2-piece Telescopic Pole w/threaded tip.	EACH	\$14.36	Direct Mop Sales	15.00%	\$16.51
CS-029	6222	SS Squeegee Handle Rubber Grip 12"	EACH	\$17.57	Impact Products	48.51%	\$26.09
CS-031	54206	14" White Floor Pads 5 ea/cs	CASE	\$9.41	Saint Gobain	5.00%	\$9.88
CS-032	52005	20" Stripper Pads Black High Pro 5 ea/cs	CASE	\$16.42	Saint Gobain	5.00%	\$17.24
CS-033	54212	20" Polishing White Floor Pads 5 ea/cs	CASE	\$13.50	Saint Gobain	5.00%	\$14.18
CS-034	57804	20" Burnishing Pads hogs hair 5 ea/cs	CASE	\$13.85	Saint Gobain	5.00%	\$14.54
CS-035	19182	19" Bonnet w/scrub strip	EACH	\$20.95	Direct Mop Sales	15.00%	\$24.09
CS-036	54279	20" Red Pads 5 ea/cs	CASE	\$20.70	Saint Gobain	5.00%	\$21.74
CS-037	18871	12" White Pads 5 ea/cs	CASE	\$7.33	Saint Gobain	5.00%	\$7.70
CS-038	14707	Wax Stripper - Devastator 5-gallon Bag-in-Box	PAILS	\$102.66	Hillyard	12.36%	\$115.35
CS-039	53407	Floor Finish - Explorer 5-gallon Bag-in-Box	PAILS	\$86.10	Hillyard	12.36%	\$96.74
CS-040	34007	Sealer - Seal 340 5-gallon Bag-in-Box	PAILS	\$85.65	Hillyard	12.36%	\$96.24
CS-041	53804	Mop On Restorer 12 qts/cs	QUART	\$6.98	Hillyard	12.36%	\$7.84
CS-042	53806	Mop On Restorer 4 gal/cs	GALLON	\$18.87	Hillyard	12.36%	\$21.20
CS-043	21906	Neutralizer after stripping - Nutra Rinse 4 gal/cs	GALLON	\$19.42	Hillyard	12.36%	\$21.82
CS-044	83425	Recoat Prep - Arsenal 1 Recoat Prep 2.5L bottle 4/cs	BOTTLE	\$21.88	Hillyard	12.36%	\$24.58
CS-045	84025	Degreaser (food safe) Arsenal 1 HD Degreaser 2.5L bottle 4/cs	BOTTLE	\$20.17	Hillyard	12.36%	\$22.66
CS-046	81625	Arsenal 1 Re-Juv-Nal Disinfectant 2.5L bottle 4/cs	BOTTLE	\$13.59	Hillyard	12.36%	\$15.27
CS-047	47006	Liquid Enzyme II 4 gal/cs	GALLON	\$12.78	Hillyard	12.36%	\$14.36
CS-048	21506	Dust Mop Treatment Super Hil-Tone 4 gal/cs	GALLON	\$26.91	Hillyard	12.36%	\$30.24
CS-049	12504	Extra Strength CSP (Porcelain Tile & Metal Cleaner) 12qt/cs	QUART	\$6.53	Hillyard	12.36%	\$7.34
CS-050	80225	Arsenal 1 Window Cleaner 2.5L bottle 4/cs	BOTTLE	\$23.91	Hillyard	12.36%	\$26.87
CS-051	81025	Neutral Cleaner Arsenal 1 Top Clean 2.5L bottle 4/cs	BOTTLE	\$25.46	Hillyard	12.36%	\$28.61
CS-052	100904	AFRC Acid-Free Restroom Cleaner 12qt/cs	QUART	\$2.67	Hillyard	12.36%	\$3.00
CS-053	10204	Bowl Cleaner w/acid 22-25% acid	QUART	\$2.71	Hillyard	12.36%	\$3.04
CS-054	10404	Thickened Bowl Cleaner Liquid Swabby II 12 qt/cs	QUART	\$2.37	Hillyard	12.36%	\$2.66
CS-055	83825	Hydrogen Peroxide Cleaner Arsenal 1 Suprox 2.5L bottle 4/cs	BOTTLE	\$19.82	Hillyard	12.36%	\$22.27
CS-056	47706	Mariner (Kiavac) Cleaner 4 gal/cs	GALLON	\$23.26	Hillyard	12.36%	\$26.13
CS-057	18306	Defoamer II 4 gal/cs	GALLON	\$21.99	Hillyard	12.36%	\$24.71

CS-058	82525	Sanitizer Arsenal 1 Sanitizer 25L bottle 4/cs	BOTTLE	\$16.84	Hillyard	12.36%	\$18.92
CS-059	17906	Disinfectant Lemon Disinfectant 4 gal/cs	GALLON	\$13.37	Hillyard	12.36%	\$15.02
CS-060	14306	Citrus Scrub Hillyard 4 gal/cs	GALLON	\$27.56	Hillyard	12.36%	\$30.97
CS-061	18706	Odor Control Herbal Odor Counteractant 4 gal/cs	GALLON	\$22.32	Hillyard	12.36%	\$25.08
CS-061a	18606	Odor Control Lemon Odor Counteractant 4 gal/cs	GALLON	\$22.32	Hillyard	12.36%	\$25.08
CS-062	46606	Odor Control Take Down Cherry 4 gal/cs	GALLON	\$22.73	Hillyard	12.36%	\$25.54
CS-062a	46706	Odor Control Take Down Green Apple 4 gal/cs	GALLON	\$22.73	Hillyard	12.36%	\$25.54
CS-062b	46806	Odor Control Take Down Fresh & Clean 4 gal/cs	GALLON	\$22.73	Hillyard	12.36%	\$25.54
CS-063	1438	HOST Dry Carpet Cleaner SJ Sponges White 22lb/bag 12bags/cs	CASE	\$162.75	HOST	10.00%	\$179.03
CS-064	4128	HOST Dry Carpet Cleaner Sponges Yellow 12lb/bucket	BUCKET	\$36.49	HOST	10.00%	\$40.14
CS-065	90904	Hillyard Carpet Spotter Gel 12qt/cs	QUART	\$6.11	Hillyard	12.36%	\$6.87
CS-067	17047	Royal Type B Vac Bags 10ea/pkg	PACKAGE	\$12.30	All State Vacuum	0.00%	\$12.30
CS-068	18825	Royal Vacuum Belt	EACH	\$3.23	All State Vacuum	0.00%	\$3.23
CS-069	19039	Royal 14" Vacuum Roller	EACH	\$52.00	All State Vacuum	0.00%	\$52.00
CS-070	679	Sanitaire SC679 Vacuum w/shakeout bag	EACH	\$167.34	Bissel	3.50%	\$173.20
CS-071	30563	Sanitaire Roll Belt	EACH	\$1.33	Bissel	3.50%	\$1.38
CS-072	53270	Distribulator Assy for Sanitaire SC679 12" metal	EACH	\$23.62	Bissel	3.50%	\$24.45
CS-074	1008	26 quart Mop Bucket w/Wringer yellow	EACH	\$46.53	ABCO	23.90%	\$57.65
CS-075	1007	35 quart Mop Bucket w/Wringer yellow	EACH	\$49.69	ABCO	23.90%	\$61.57
CS-076	174	Blue Janitor Cart w/bag	EACH	\$130.00	Direct Mop Sales	15.00%	\$149.50
CS-077	176	Replacement Bag for Janitor Cart yellow	EACH	\$24.83	Direct Mop Sales	15.00%	\$28.55
CS-078	205	Wet Floor Signs English/Spanish	EACH	\$5.70	ACA Enterprises	5.70%	\$6.02
CS-079	96552	Long Handle Floor Scraper	EACH	\$15.84	NexStep	12.00%	\$17.74
CS-080	96560	Scraper Blades 10ea/pkg	PACKAGE	\$6.17	NexStep	12.00%	\$6.91
CS-081	378000	Pumice Stone 12ea/box	EACH	\$2.48	Imperial Dade	19.00%	\$2.95
CS-082	30312	Mark/Spot Remover Sponge (similar to magic eraser sponge)	EACH	\$1.24	Hillyard	12.36%	\$1.39
CS-084	622218	Squeegee Blades 12" Replacement Blades	BAG	\$13.06	Impact Products	48.51%	\$19.40
CS-085	30035	Window Washer 14"	EACH	\$15.74	IPC Eagle	0.00%	\$15.74
CS-086	19217	Putty Knife	EACH	\$2.47	NexStep	12.00%	\$2.77
CS-087	2000	Toilet Bowl Mop 12ea/cs	EACH	\$0.69	ABCO	5.00%	\$0.72
CS-088	31953	32oz Spray Bottle w/Dilution Markings	EACH	\$0.80	Impact Products	29.95%	\$1.04

CS-089	5700	Ergonomic Trigger Sprayer	EACH	\$0.65	Impact Products	28.71%	\$0.84
CS-090	7313	Treads Stripping Boots (Must State Size)	EACH	\$45.51	Impact Products	34.90%	\$61.39
CS-091	22169	Vinyl Glove Powder Free One/Pair (Medium)	EACH	Cost + 5%	Impact		\$45.00
CS-092	22169	Vinyl Glove Powder Free One/Pair (Medium)	EACH	Cost + 5%	Impact		\$45.00
CS-093	22169	Vinyl Glove Powder Free One/Pair (Medium)	EACH	Cost + 5%	Impact		\$45.00
CS-094	22169	Vinyl Glove Powder Free One/Pair (Medium)	EACH	Cost + 5%	Impact		\$45.00
CS-095	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-096	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-097	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-098	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-099	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-100	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-101	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-102	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-103	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-104	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-105	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-106	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-107	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-108	22169	Powdered Vinyl Gloves 100% / 1000 Pairs	EACH	Cost + 5%	Impact		\$45.00
CS-094	32101	Doodlebug Pad Holder	EACH	\$6.20	Malish Corporation	10.25%	\$6.84
CS-095	522072	Doodlebug Black Pads 5ea/pkg	PACKAGE	\$6.95	Saint Gobain	5.00%	\$7.30
CS-096	196	Utility Pad Medium Green 20 ea/cs	CASE	\$6.97	ACA Enterprises	5.70%	\$7.37
CS-097	2046	Lobby Dust Pan 6ea/cs	EACH	\$9.98	ABCO	20.75%	\$12.05
CS-098	96460	Cob Web Duster w/Extension Handle	EACH	\$9.50	NexStep	12.00%	\$10.64
CS-099	96461	Cob Web Duster Head (refill)	EACH	\$5.75	NexStep	12.00%	\$6.44
CS-100	413100	Dusk Masks 50ea/box	BOX	\$7.00	Hospeco	5.00%	\$7.35
CS-101	41101	Cloth Towels Blue Huck 60-70 per box	BOX	\$26.48	Imperial Dade	26.00%	\$33.36
CS-102	8301616	Microfiber Towel YELLOW 16"x16"	EACH	\$0.93	ACA Enterprises	5.70%	\$0.98
CS-102a	8301617	Microfiber Towel GREEN 16"x16"	EACH	\$0.93	ACA Enterprises	5.70%	\$0.98
CS-102b	8301618	Microfiber Towel BLUE 16"x16"	EACH	\$0.93	ACA Enterprises	5.70%	\$0.98
CS-102c	8301619	Microfiber Towel RED 16"x16"	EACH	\$0.93	ACA Enterprises	5.70%	\$0.98
CS-103	18824	Tile and Grout Brush	EACH	\$14.86	American Brush & Chem	0.00%	\$14.86
CS-104	4740	Toilet Plunger	EACH	\$5.34	NexStep	12.00%	\$5.98
CS-105	296	Ant & Roach Spray 12 cn/cs	CAN	\$5.26	Hillyard	12.36%	\$5.91
CS-106	105255	Furniture Polish 12cn/cs	CAN	\$3.24	Hillyard	12.36%	\$3.64
CS-107	103055	Gum Remover 12cn/cs	CAN	\$2.67	Hillyard	12.36%	\$3.00
CS-108	105055	Vandal Mark Remover 12cn/cs	CAN	\$4.16	Hillyard	12.36%	\$4.67

CS-109	5	Wasp & Hornet Spray 12cn/cs	CAN	\$4.95	Hillyard	12.36%	\$5.56
CS-110	103955	Germicidal Foaming Cleaner 12cn/cs	CAN	\$3.09	Hillyard	12.36%	\$3.47
CS-111	103455	Oil-Based Stainless Steel Cleaner/Polish 12cn/cs	CAN	\$4.03	Hillyard	12.36%	\$4.53
CS-112	113455	Water-Based Stainless Steel Cleaner/Polish 12cn/cs	CAN	\$3.90	Hillyard	12.36%	\$4.38
CS-113	103655	Jell Baseboard Stripper 12cn/cs	CAN	\$4.01	Hillyard	12.36%	\$4.51
CS-114	113155	Multi-purpose Cleaner 12cn/cs	CAN	\$2.60	Hillyard	12.36%	\$2.92
CS-115	3200	Garbage Can w/o Lid Grey 32 gallon	EACH	\$21.28	NexStep	43.00%	\$30.43
CS-116	3448	Trash Receptacle w/o Lid Grey 44 gallon	EACH	\$35.00	NexStep	43.00%	\$50.05
CS-117	18960	Waste Basket 28 quart Black	EACH	\$6.95	NexStep	12.00%	\$7.78
CS-118	3244	Dolly for Garbage Cans	EACH	\$30.00	Imperial Dade	17.00%	\$35.10
CS-119	404817	Liners Black 40x48 17Mic 250/cs	CASE	\$33.55	Whitehall	41.48%	\$47.47
CS-120	242406	Liners Clear 24x24 6Mic 1000/cs	CASE	\$16.72	Whitehall	41.48%	\$23.66
CS-121	2433061	Liners Clear 24x33 6mic 1000/cs	CASE	\$22.87	Whitehall	41.48%	\$32.36
CS-122	303719	Liners 30 x 37 Clear 19mic 250/cs	CASE	\$23.65	Whitehall	41.48%	\$33.46
CS-123	386022	Liners Black 38x60 22mic 150/cs	CASE	\$31.90	Whitehall	41.48%	\$45.13
CS-124	404819	Liners 40 x 48 Clear 19mic 200/cs	CASE	\$30.26	Whitehall	41.48%	\$42.81
CS-125	434816	Liners 43 x 48 Clear 16mic 200/cs	CASE	\$30.80	Whitehall	41.48%	\$43.58
CS-126	880B	White Hardwound Roll Towels 800' 2" core, 6el/cs	CASE	\$30.78	von Drehle	34.48%	\$41.39
CS-127	880N	Brown Hardwound Roll Towels 800' 2" core, 6el/cs	CASE	\$26.30	von Drehle	34.48%	\$35.37
CS-128	880NI	I-Cut Brown Hardwound Roll Towels 800' 2" core, 6el/cs	CASE	\$34.34	von Drehle	34.48%	\$46.18
CS-129	863 N	Brown Hardwound Roll Towels 600' 1.625" core, 12el/cs	CASE	\$36.89	von Drehle	34.48%	\$49.61
CS-130	548-W	Multi-Fold Towels White 4000/cs	CASE	\$23.25	von Drehle	34.48%	\$31.27
CS-132	4100	Kitchen Roll Towels 85 2-ply sheets per roll, 30 rolls/cs	CASE	\$28.71	von Drehle	34.48%	\$38.61
CS-134	1077T	Center Pull Towels (White) 1000' 1-ply 6 rolls/cs	CASE	\$37.10	von Drehle	34.48%	\$49.89
CS-135	19901	S901 Wipers Pop-Up Box 100 sheets/box, 9bx/cs	CASE	\$61.56	von Drehle	38.98%	\$85.56
CS-136	1209	JRT Toilet Paper 2ply 1000' 12el/cs	CASE	\$30.35	von Drehle	34.48%	\$40.81
CS-137	5022	Feather Soft Toilet Paper 2-ply 500 sheets/roll, 96el/cs	CASE	\$46.87	von Drehle	34.48%	\$63.03
CS-138	619	Baywest Green Seal Toilet Paper 2-ply 36el/cs	CASE	\$54.88	Imperial Dade	7.00%	\$58.72
CS-140	8864	Roll Towel Dispenser	EACH	N/C	von Drehle		N/C
CS-141	154222	JRT Toilet Paper Dispenser	EACH	N/C	von Drehle		N/C
CS-142	6622	Center Pull Dispenser	EACH	N/C	von Drehle		N/C

CS-143	91128	Debs Hand Soap Disp	EACH	N/C	SC Johnson		N/C
CS-144	99700	Hillyard Arsenal 1 Wall Mount Dispenser-E. Gap 1-4 products	EACH	N/C	Hillyard		N/C
CS-145	99705	Hillyard Arsenal 1 Portable Dilution Control Kit	EACH	N/C	Hillyard		N/C
CS-146	99706	Hillyard Arsenal 1 Portable Dilution Control-Dispensing Gun-Only	EACH	N/C	Hillyard		N/C
CS-147	19491	Aero Green Foaming Hand Soap. 1 Liter Refill, 6ea/cs	CASE	\$51.16	SC Johnson	8.80%	\$55.66
CS-150	1616077	Waxed Sanitary Bags 500/box	BOX	\$21.10	Hospéco	8.00%	\$22.79
CS-151	1292010	Red Bio Bags 24x23 1.0 Mil 200/cs	BOX	\$20.75	Whitehall	41.48%	\$29.36
CS-152	1292644	Red Bio Bags 40x46 1.30 Mil 100/cs	BOX	\$35.73	Whitehall	41.48%	\$50.55
CS-154	15028	Hillyard Odor Out Lemon 12ea/cs	CASE	\$31.14	Hillyard	12.36%	\$34.99
CS-155	165	Urinal Screens w/cherry block 12/cs	CASE	\$20.60	Hospéco	5.00%	\$21.63
CS-157	19177	Safety Goggles	EACH	\$1.50	Hospéco	5.00%	\$1.58
	18506	Pine-O-Cide II 1 gallon bottle 4gal/cs	GALLON	\$22.66	Hillyard	12.36%	\$25.46

May 11th, 2022

Dear von Drehle Customer,

von Drehle continues to experience unprecedented inflationary cost pressures on several fronts including but not limited to transportation, labor, healthcare, fiber and other raw materials that create supply-chain challenges. As such, *please be advised that we will increase prices up to 13% on towel, tissue, wipers, and dispensers with select items increasing more beginning on July 1st, 2022.* Please await your revised price sheets for actual increased levels.

Normal orders placed by June 30th, 2022, will be invoiced at your current into-stock prices. All orders placed on or after July 1st, 2022, will be invoiced at the new into-stock prices. Orders larger than your normal ordering patterns will be priced at your new into-stock pricing.

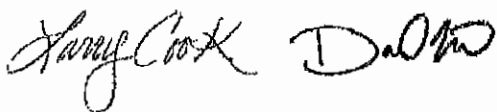
Until Further Notice contracts will be changed August 1st, 2022, to reflect your new pricing. *All end date contracts that have guaranteed dates and/or escalation clauses will be replaced with new prices on August 1st. As of July 1st, all end date contracts are subject to change before the expiration date due to any unforeseen market conditions.*

Please be advised that for contract POD's, the contract price in effect on the date of the delivery of product to your End User is the price that applies for rebates.

We appreciate your taking time to review this letter. Your local von Drehle salesperson can be contacted with questions.

Thank you for your business and continued support during these difficult times. We look forward to growing together in 2022 and into the future.

Sincerely,



Larry Cook

David Hine

May 24, 2021

Dear von Drehle Customer,

von Drehle continues to experience significant cost pressures on several fronts. As such, *please be advised that we will increase prices up to 8% on towel, tissue, and dispensers beginning on August 1st, 2021.* Select items may increase more. Please await your revised price sheets for actual increased levels.

Normal orders placed by July 31st, 2021 will be invoiced at current into-stock prices. All order placed on or after August 1st, 2021 will be invoiced at the new into-stock prices.

Revised price sheets will be supplied in early July. Until Further Notice contracts will be changed August 1st, 2021 and all other contracts will be adjusted upon renewal.

Please be advised that for contract POD's, the contract price in effect on the date of the delivery of product to your End User is the price that applies for rebates.

We appreciate your taking time to review this letter. Your local von Drehle salesperson can be contacted with questions.

Thank you for your business and continued support. We look forward to growing together in 2021 and into the future.

Sincerely,



wipers (CS-135) increased 8%
all other paper increased 4.5%

The Von Drehle Corporation

August 10, 2021

Dear von Drehle Customer,

von Drehle continues to experience significant cost pressures on several fronts including but not limited to transportation (Inbound, Inter-Company, Outbound), labor, healthcare, fiber and other supplies. As such, *please be advised that we will increase prices up to 8% on towel, tissue, hand care and universal dispensers beginning on October 1st, 2021.* Please await your revised price sheets for actual increased levels.

Normal orders placed by September 30th, 2021, will be invoiced at your current into-stock prices. All orders placed on or after October 1st, 2021, will be invoiced at the new into-stock prices.

Revised price sheets will be supplied in early September. Until Further Notice contracts will be changed November 1st, 2021, and all other contracts will be adjusted upon renewal.

Please be advised that for contract POD's, the contract price in effect on the date of the delivery of product to your End User is the price that applies for rebates.

We appreciate your taking time to review this letter. Your local von Drehle salesperson can be contacted with questions.

Thank you for your business and continued support. We look forward to growing together in 2021 and into the future.

Sincerely,



The von Drehle Corporation

All paper products on bid increased 4%



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IMPORTANT SALES ANNOUNCEMENT

June 11, 2021

Dear Valued Customer:

The rising costs that we are facing continues; freight rates, metal, cardboard, and wood have increased, no different than many of your suppliers in multiple categories.

Throughout the economic pressures of Covid; inflationary trends have been on the rise, of which we can longer absorb these increases despite minimizing the impacts on your business with ABCO Products.

ABCO Products will be implementing a Price Increase as outlined below on select product categories only; based on material components costs, effective on Monday, July 19, 2021:

- Screw-on style Mops + 3%
- Wood Handles + 3%
- Microfiber Products + 3%
- Dust Mop Frames + 3%
- Plastic Brushes & Dusters + 3%
- Angle Brooms + 3%
- Plastic Brooms + 3%
- Floor Squeegees Metal & Plastic + 3%
- Metal Dust Pans + 3%
- Deck Mops + 5%
- Mop & Broom Handles (non-wood) + 5%

Pricing on all orders received, processed and confirmed for immediate shipment at ABCO Products until the **end of business 5:00 PM EST; Friday, July 16, 2021** will reflect the current price list now in effect.

New orders received containing these product categories after Friday, July 16, 2021 will be subject to the price increase and thereafter.

You may contact your assigned Sales Representative or our Customer Service Department on questions regarding the price increase and status of orders currently in-house.

On behalf of ABCO Products, I appreciate your business as well as understanding and wish you continued success.

Kind regards,

A handwritten signature in black ink, appearing to read 'Christopher Meaney', is written over a circular stamp or seal.

Christopher Meaney
Vice President of Sales & Marketing
ABCO CLEANING PRODUCTS
6800 NW 36 Avenue, Miami FL 33147



CLEANING PRODUCTS



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IMPORTANT SALES ANNOUNCEMENT

July 30, 2021

Dear Valued Customer:

The economic pressures on business continue to generate unpredictable sourcing consequences regardless of industry.

Shipping container rates has eroded the viability of importing both products and raw materials into the marketplace; the after-effect of companies not willing to pay those escalating rates is that those products will remain at the factories.

ABCO Products has been moving Production as best possible into our Honduras facilities on sourced goods; however it is necessary to implement a price increase effective September 1, 2021 as outlined below by product category:

- Wet Mops, Dust Mops, Deck Mops + 5%
- Mop & Broom Handles - Wood + 5%
- Window Squeegees + 5%
- Mop & Broom Handles (non-wood) +13%
- Microfiber Products + 15%
- Dust Mop Frames + 18%
- Plastic Brushes & Dusters + 15%
- Angle Brooms & Angle Brooms + 15%
- Floor Squeegees Metal & Plastic + 15%
- Dust Pans (China origin only) + 15%
- Wet Mop Buckets (China origin only) + 18%
- Metal Brushes +18%

Orders received, processed and confirmed for immediate shipment at ABCO Products until the end of business 5:00 PM EST; Tuesday, August 31, 2021 will reflect your current pricing.

New orders received containing these product categories after Tuesday, August 31, 2021 will be subject to the price increase and thereafter.

In the event relief to this crisis is put in place; there will be a thorough product line review as the basis to implement a de-escalator clause applied to product line pricing once confirmed.

You may contact your assigned Sales Representative or our Customer Service Department on questions regarding the price increase and status of orders currently in-house.

On behalf of ABCO Products, I appreciate your business as well as understanding in this matter.

Kind regards,

Christopher Meaney

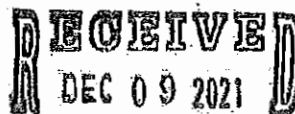
Vice President of Sales & Marketing
ABCO CLEANING PRODUCTS
6800 NW 36 Avenue, Miami FL 33147



CLEANING PRODUCTS



Lean on us



BY: _____

a minority owned company

IMPORTANT SALES ANNOUNCEMENT

November 12, 2021

Dear Valued Customer:

We continue to face challenges to minimize escalating overhead such as transportation, labor and materials throughout 2021.

Despite the safeguards in place at ABCO, shipping container rates continue to increase, road carriers are at a premium and raw material costs continue to increase.

During the past four months:

- The price of cotton has increased by 40% and is now at 10 year high
- The price of ocean containers has increased by over 100%

ABCO Products has been optimizing Production to absorb much of this outlay as best possible. The continued increase over increase in material & transportation cost have forced us to implement a price increase effective January 3, 2022.

- | | |
|--|---|
| • Wet Mops, Dust Mops, Deck Mops: 12% - 15% ^{15% + 6} | • Mop Buckets: 5% ⁷⁸ |
| • Mop & Broom Handles: 5% ⁵ | • Dustpans: 5% ¹⁵ |
| • Brooms & Push brooms: 5% - 12% ¹² | • Floor & Window Squeegees: 5% ⁵ |
| • Brushes: 5% ¹⁵ | • Floor Signs: 5% |
| • Dust mop & Microfiber Frames: 5% ¹⁸ | • Microfiber Products & Dusters: 5% ¹⁵ |

Based on the market indicators enclosed; the increase is necessary to offset a portion of these expense

All orders received by and after Monday, January 3rd, will be subject to the price increase

On behalf of ABCO Products; I appreciate your business as well as understanding in this matter.

Kind regards,

Christopher Meaney
Vice President of Sales & Marketing
ABCO CLEANING PRODUCTS
6800 NW 36 Avenue, Miami FL 33147

Price of Cotton 2021

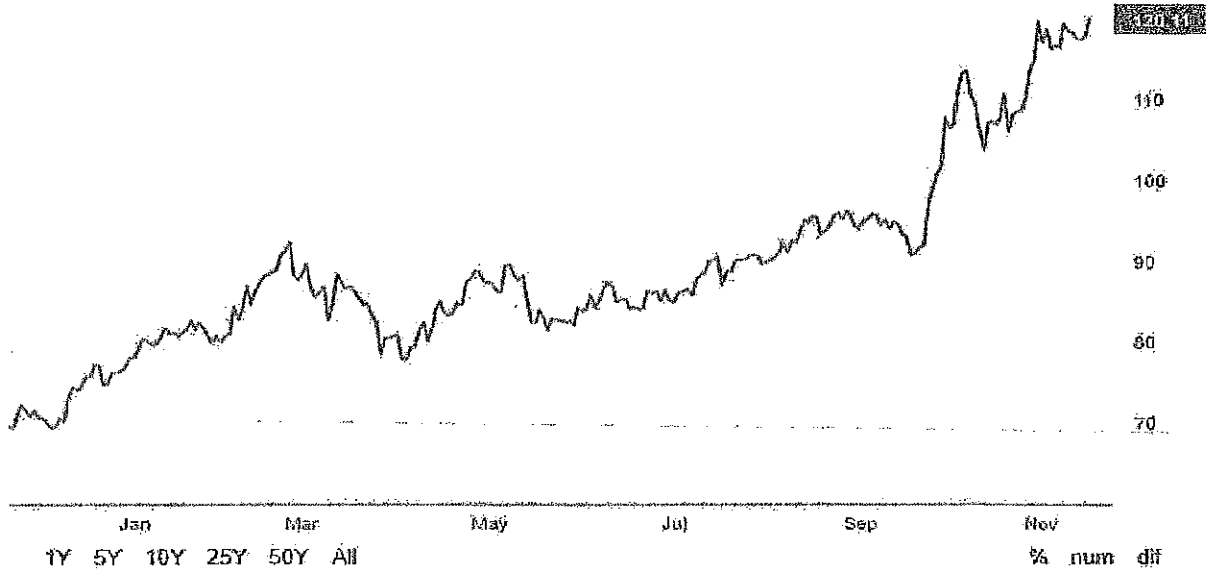
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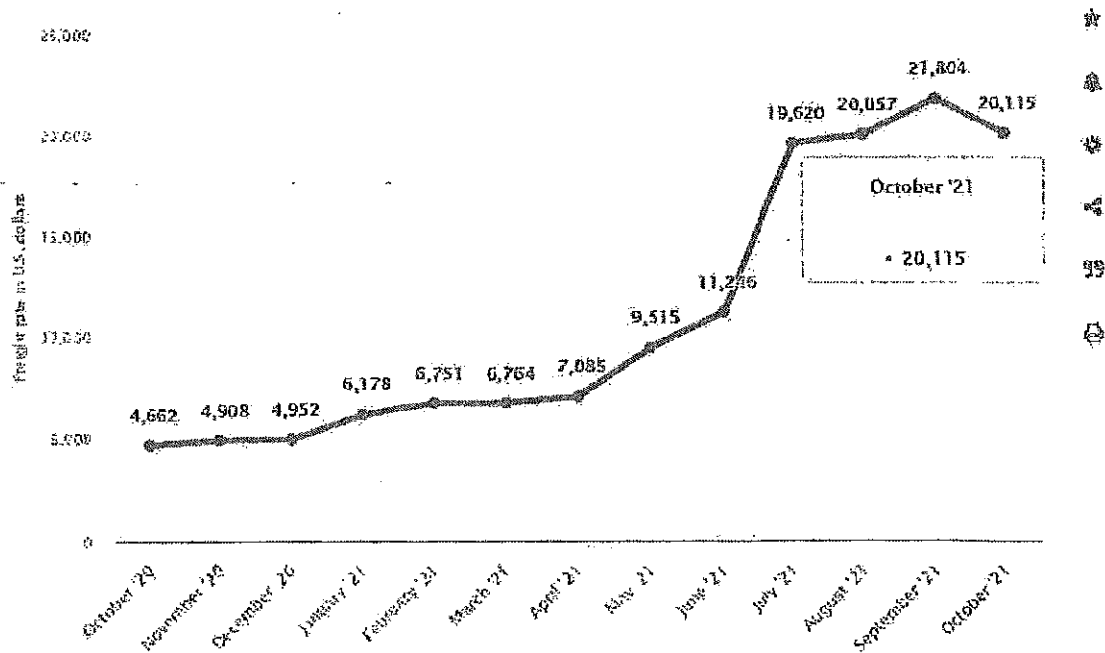
+

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Cotton (USd/lbs) 120.11 +2.13 (+1.81%)



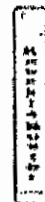
Container freight rates from Asia to East Coast US



Additional Information

© Statista 2021

Show source



Microfiber
products

Patrick Brown
Inside Sales Manager
Ashford Services, Inc.
2170 Emerson Street
Jacksonville, FL 32207

March 31, 2022

Dear Patrick,


Due to the rapid rise in operating costs and international and domestic shipping we find it necessary to increase pricing for the Suwannee bid.

For the Suwannee bid, our bid products will increase 5.4% - 5.9%.

We appreciate your business and look forward to supplying our Knuckle Buster products.

If you have any questions, please let me know.

Sincerely,


Frank

Sanitaire®

10735 David Taylor Dr., Suite 120
Charlotte, NC 28262

August 3, 2021

Dear Sanitaire Partner,

We are reaching out today to address the unparalleled challenge seen across the global supply chain. Globally, there is a major shortage of container availability which has led to an unprecedented increase in the cost to transport goods and components to the US. In addition, the port congestion across Asia and the US is driving significant disruption to Southeast Asia shipping lanes.

The resulting premiums to secure enough capacity to support our projected sales volume have risen dramatically, and we are forced to address this incoming cost. We recently communicated our need to increase pricing on September 1, 2021. As a result of the current situation, we will be including a surcharge for these additional supply chain costs. We will adjust MAP retails accordingly during this timeframe.

Costs are increasing across all aspects of the supply chain, with the largest impact coming from increased container cost. Based on the Drewry Index, container costs have increased nearly 400% from Q2 of 2020. Our intention is to realign pricing as we gain confidence that the premium situation will normalize over time. At this time, we believe this situation will maintain through the second quarter of 2022.

We greatly appreciate the partnership you have shown during these challenging times. BISSELL/Sanitaire does not take pricing action lightly, and you have our commitment to do everything we can to offset and mitigate as much as possible going forward.

Thank you again for your consideration.

Sincerely,



David Parkes
GM- Sanitaire Brand
BISSELL Homecare, Inc.



Sanitaire Pricing Information--Important

Peluso, Tom <Tom.Peluso@bissell.com>

Mon 8/23/2021 12:31 PM

To: Patrick Brown <patrick@ashfordservices.net>; Cindy Sullivan <cindy@ashfordservices.net>

Good Afternoon,,

Sorry for the confusion, but after conversations with various customers, review of our systems, and other factors, we made a decision to include the 3.5% surcharge in the invoice price rather than a separate line item on your invoices. Please disregard previous price sheets and see attached new pricing for 9-1-2021.

If you have any questions, please don't hesitate to reach out.

Thanks,

Tom Peluso | BISSELL Homecare, Inc. | East Coast Regional Sales Manager-Commercial Sales, Sanitaire |
m. 609-744-0294

This communication is the property of BISSELL Homecare, Inc. and affiliates ("BISSELL") and is considered confidential. Price and other contract terms discussed in this email are not final and remain subject to BISSELL internal approval.

Sanitaire Pricing Update

Sanitaire Commercial <donotreply@bissell.com>

Mon 5/9/2022 4:39 PM

To: Patrick Brown <patrick@ashfordservices.net>

Sanitaire®

May 9, 2022

Subject: Sanitaire Pricing Update Effective 8/1/2022

Dear Valued Partner,

As we navigate the current economic environment, inflationary pressures continue to mount on costs to manufacture and transport products. Key commodities such as copper, cold rolled steel, corrugated and resins continued to increase in the back half of 2021. While some costs have begun to stabilize, they are at higher rates than anticipated at the time of our last pricing action. Already high inbound and outbound freight costs are experiencing additional pressure from the cost of oil. The Sanitaire team remains focused on an active cost and expense mitigation process as part of our normal course of doing business. Unfortunately, these increases are too significant to absorb.

Effective August 1, 2022, Sanitaire will be taking a price increase to help offset the impact of these costs. This action is necessary to ensure the ongoing investment needed to grow the Sanitaire brand with our partners and consumers. Your sales representative will be contacting you with the specific details in the coming weeks. We appreciate your ongoing support of Sanitaire/BISSELL.

If I can be of any help, please do not hesitate to contact me.

David Parkes

GM - Sanitaire Brand

David.Parks@bissell.com

David Parkes



Sanitaire®

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Sanitaire Commercial 2345 Walker Ave NW Grand Rapids, MI 49544

CPI



December 1, 2021

Subject: 2022 Price List

iTeamNorthAmerica and CPI will be raising pricing 12% starting January 3, 2022. New detailed priced lists will be provided within the next week.

The major cause of this increase is the significant increase in transportation costs that have affected both containers and domestic freight. As an example, our container pricing has increased from roughly \$6,000 to nearly \$25,000 per container over the past 12 months.

Unfortunately, we anticipate these costs and extended delivery times to continue well into 2022. We will continue to monitor these costs and when we see these come down, we will re-evaluate pricing.

The market continues to be very challenging for many business sectors and this price increase does not come at a great time. We are doing all we can to best mediate the situation and work to control costs.

This has not stopped us from innovating, which those that know me well, is my passion. We will be introducing a new environmentally friendly intelligent fiber product line in early 2022. The pandemic also delayed the opening of our Innovation Center, which was scheduled to open in 2020, but will now open in January 2022. You'll see more information on this soon.

If you have any questions, please feel free to contact me and I'd be happy to talk with you further about your business and the current situation with freight.

Best Regards,

A handwritten signature in dark ink, appearing to read 'Dave A. Maurer'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Dave A. Maurer, President/CEO
dave@creativeidea.net

DIRECT MOP SALES, INC.

Temporary Surcharge Update - 12/10/21

Effective Saturday, 1/1/22, our temporary surcharge amount will increase by 5% per Tier level. As we head into the new year, there continues to be significant volatility in the global supply chain. This volatility has created increased costs and delays in international inbound and domestic outbound freight, resulting in increased prices and inventory shortages. To avoid any significant inventory issues, we have continued to pay additional import fees on all the products we bring in. We always strive to be an industry leader in product quality, price, and service, and we look forward to the opportunity to earn your continued business. Have a Merry Christmas and a Happy New Year!

Tier-1 – Individual Unit Pricing – Jan. 1st Surcharge Amount = 15%

Tier-2 – Bulk Case Pricing – Jan. 1st Surcharge Amount = 16%

Tier-3 – Wholesale Pallet Pricing – Jan. 1st Surcharge Amount = 17%

*Surcharge amount applies to current standard list price released 11/15/19

Temporary Surcharge Update - 10/8/21

Effective Monday, 11/1/21, our surcharge amount will increase by 4.5% per Tier level. We continue to face premium charges in the global supply chain. These temporary surcharges are necessary to offset these unusually high costs and ensure we continue having our high-quality products available. In our original surcharge notification on 6/8/21, we did foresee some additional fees coming and knew the surcharge would need to be increased. With the increased demand on supply chains heading into the year-end holidays, we are already seeing additional premiums.

Tier-1 – Individual Unit Pricing – Nov 1st Surcharge Amount = 10%

Tier-2 – Bulk Case Pricing – Nov 1st Surcharge Amount = 11%

Tier-3 – Wholesale Pallet Pricing – Nov 1st Surcharge Amount = 12%

Temporary Surcharge Update – 8/16/21

Effective Monday, 9/13/21, our temporary surcharge amount will increase by 1.5% per Tier level. We continue to face premium charges in the global supply chain. These temporary surcharges are necessary to offset these unusually high costs and ensure we continue having our high-quality products available. In our original surcharge notification on 6/8/21, we did foresee some additional fees coming and knew the surcharge would need to be increased. The good news is that we were able to offset a lot of these in different ways to hold the current surcharge through August. We do not currently see the need for a 1.5 - 2 times increase that we initially expected. We will always continue to look for ways to keep costs down and deliver the highest overall value possible to our customers.

Tier-1 – Individual Unit Pricing – Sept 13th Surcharge Amount = 5.5%

Tier-2 – Bulk Case Pricing – Sept 13th Surcharge Amount = 6.5%

Tier-3 – Wholesale Pallet Pricing – Sept 13th Surcharge Amount = 7.5%

Original Statement – 6/8/21

As the world continues to rebound from the pandemic, supply chains across the globe are experiencing tremendous pressure and essentially collapsing. Direct Mop Sales, Inc. has continually been a low-cost provider of cleaning products and historically only increased pricing once every two years, with our last price increase occurring in September of 2019. The current volatility in the costs to serve high-quality products to our customers makes it both necessary for us to increase pricing now and does not allow us to reprint a dependable price list. For this reason, we will be implementing a surcharge price increase over and above our current September 2019 published prices until supply chains around the world stabilize. At least three (3) weeks of notice will be provided before changing the surcharge amount and will be proportionate to the increases we face. These surcharges will be reflected on our websites when ordering and will vary in our 3-tier pricing system to equalize the net effect of the surcharge. We will also need to adjust our free shipping freight policy as of July 1st 2021. The minimum order for free shipping will increase to \$100 per order, and our charge for orders of less than \$100 will increase from our current processing and handling fee of \$11.00 per order to \$13.00 per order. These changes are necessary for the following reasons:

*Since 2019, the average outbound shipping costs have increased more than 30% due to companies like UPS and FedEx having more volume to process than their systems will handle.

*Since 2019, raw material costs have been somewhat stable. Still, current supply and demand issues, currency exchange rates, and labor shortages at the raw material production level have destabilized material costs, with significant increases in metals, plastics, and textiles.

*The most concerning and destabilizing cost is the inbound ocean freight container costs. There is a shortage of vessels and empty containers, railroads are running at full capacity and turning away business, and there is a massive backlog in U.S. and European ports. As a result, container lines are selling premium service fees just to have products make it onto a ship. These fees make it so the highest bidder gets their products loaded onto ships while those not willing to pay the ransom have their products put last in line and can wait several months to get anything moved. These charges increase the cost of importing products 3-4 times the ocean freight charges we usually pay. Our inability to adjust pricing is most directly related to this situation, and our planned monthly surcharges will continue until this situation stabilizes.

The Cleaning Industry as a whole has been faced with product shortages beginning in 2021. Up until this point, we have not experienced the same low inventory and product shortages that many other suppliers have faced. Our large inventory has allowed us to continue serving large volumes of products without delay. However, we are starting to feel the squeeze due to higher than usual demands combined with delays in container services. Therefore, we can only ask our customers to evaluate their needs and order as early as possible. We expect many product shortages to start occurring soon and last until the high demand for container services and congestion at the ports are resolved.

The surcharge to our September 2019 pricing that will be effective on July 1st, 2021, will be the following:

Tier-1 Individual Unit Prices: July surcharge 4%

Tier-2 Bulk Case Prices: July surcharge 5%

Tier-3 Wholesale Pricing: July surcharge 6%

The higher container premiums we are paying for containers being serviced now will affect August inventory costs, and as far as we can tell at this time, we expect those to require a higher surcharge of 1.5-2 times the July rate.

We anticipate these shortages and backlogs will not be resolved anytime this year. The typical peak season for cleaning industry suppliers is August through October, when schools start opening, consuming large quantities quickly. We do not believe the industry has the product availability to handle this upcoming surge, and product shortages will be widespread.

As always, we appreciate your continued business with us. We know that the cleaning

industry holds some of the hardest working people in the world and we will continually strive to produce and deliver only the highest quality product solutions to serve your needs.

Sincerely

A handwritten signature in cursive script, reading "Michael Juko". The signature is written in dark ink and is positioned below the word "Sincerely".

President – Direct Mop Sales, Inc.

Hillyard Price Increase Notification

Hillyard <hillyardmktg@hillyard.com>

Wed 6/30/2021 4:00 PM

To: Patrick Brown <patrick@ashfordservices.net>



Hillyard Price Increase Notification

Hillyard Employees & Independent Distributors - Do Not Forward

Notification Date: June 30, 2021

Hi Patrick,

Like most manufacturers we have experienced unprecedented increases in raw material components, packaging, energy and especially transportation costs. We continue to focus on offsetting rising costs through gains in efficiencies. While we have held off increases through the bulk of the seasonal business, we will be increasing prices August 1, 2021 as follows:

- Hillyard-manufactured products: 6%
- Trident brand equipment and parts: 6%
- Hillyard brand laundry and dish liquids: 6%
- Gator brand matting: 10%
- CC17 Cleaning Companion and Recovery Unit (HIL99245-HIL99248): 10%

In addition, like many manufacturers, we are also experiencing shortages in some of our key raw materials due to global demand and supply chain issues. These shortages can lead to future supply issues for Hillyard. Please maintain your regular, historical order patterns and avoid placing pre-increase "buy-ins" as we want to continue to support our regular business during this unprecedented time.

We thank you for your continued support throughout what is proving to be a very challenging year.

Sincerely,



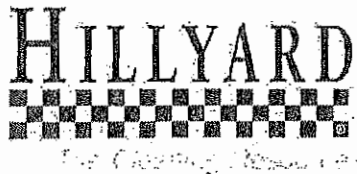
Matt Johnston
National Sales Manager
Hillyard, Inc.

Hillyard Price Increase 2022

Matt Johnston <hillyardmktg@hillyard.com>

Mon 1/3/2022 6:00 PM

To: Patrick Brown <patrick@ashfordservices.net>



Dear Patrick

Traditionally, we have been able to hold our annual price increase to no more than 3%. Last year we experienced unprecedented increases in raw material components, packaging, energy, and transportation costs that required a second increase in August. Unfortunately, we continue to see increases in raw materials at the double-digit level. It is unrealistic to pass along the actual increases we are experiencing, so we have decided to take a 6% across the line increase **effective February 1, 2022**.

These increases to our manufacturing costs will have an impact on our ability to deviate from distributor pricing in some categories.

Hillyard-branded products will see the following increase:

- Hillyard manufactured products: 6%
- Trident brand equipment and parts: 6%
- Hillyard brand laundry and dish liquids: 6%
- Gator brand matting: 6%

It is our hope that some of these pricing pressures will ease, and we can adjust accordingly, but the supply chain challenges remain in place and seemingly change from day to day.

We thank you for your continued support throughout 2021 and we look forward to what this new year brings.

Matt Johnston

Vice President of Business Development



HOSPECO
CLEAN. PROTECT.

26301 Curtiss-Wright Parkway Suite 200 Cleveland, OH 44143

Phone: 800-321-9832 Fax: 800-362-0073

www.hospeco.com

Date: March 30, 2022

To: Our Valued Distributor Partners

From: Kurt Peterson, VP-Sales

SUBJECT: Price Changes: Glove Price Reductions Effective 4/4/2022 all other changes effective 5/1/22

It is hard to believe that we are almost through the first quarter of 2022. While we all had hoped that this new year would bring some normalcy and stability to the supply chain, we all find ourselves, regardless of sector, continuing to operate in a very dynamic environment.

The good news is that the disposable glove market pricing continues to moderate and as such effective with all orders placed on or after 4/4/22 all of our disposable glove pricing as well as certain PPE items has either remained the same or declined as attached. We will continue to keep your pricing aligned with the market as many of these families of products continue to reduce rather than increase.

While disposable glove market pricing continues to decline, all components of costs continue to rise...manufacturing especially labor, warehousing, shipping both ocean and domestic, raw material and packaging... and all are increasing by significant rates. While HOSPECO always takes every possible step to mitigate such increases, we have no choice but to pass on some portion of these.

Effective with orders received on or after May 1, 2022, prices on most categories will increase. Additionally, all contract pricing is under review and subject to change on this date as well. We cannot support any "buy-ins" over and above your normal average monthly volume in advance of this effective date.

Increases on average, are in the 5% range with the exception, of Rags and Towels at 10-15%, certain of the Disposable Wipers at 7-9%, and Paper related products like Sanitary Pads, Tampons, and Kraft Liners at 5-8%. There will be no change to Toilet Seat Covers category at this time.

Price changes on all your active items -- (items purchased in the last 12 months) are attached. Consult your web portal for your new pricing on everything else in our product line.

We appreciate both your understanding and support as we continue to grow together in this challenging environment. We are so appreciative of our relationship with you and are very well positioned to continue growing with you both in volume for existing items as well as through our ever-expanding offering such as clean room, prep-paint-finish wipers, new value-added disposable gloves, pre-saturated wipes, etc.

Thank you so much and please reach out to your HOSPECO Sales Director if you have questions or require further information.



June 29, 2021

Dear Valued Customer:

Like you, we are seeing new business dynamics as the world starts to move toward some sense of normalcy. As schools and businesses worldwide start reopening their doors, there is now a strain on supply chain which is driving up costs.

- Resin and metal prices are seeing significant increases, as is corrugate used for packaging.
- International freight costs are seeing significant increases, primarily due to a glut of product being shipped to meet the increased demand for goods. Ocean vessels are harbored near ports awaiting available space to unload; this is resulting in a shortage of containers in the origin ports which is leading to both extended lead times and increased costs.
- Domestic freight costs are also rising due to a shortage of both labor and equipment needed to meet demand.

While we always work to mitigate the effects of these drivers on our cost of goods, the significance of these increases necessitates that we announce price increases on our plastics and metal related product categories effective August 2, 2021:

• Bottles	3-5%	• Microfiber	3-7%
• Trigger Sprayers	2-4%	• Reusable Gloves	3-5%
• Containers/Receptacles	5-9%	• Personal Care	3-5%
• Dispensing Systems	3-8%	• Safety Items	3-9%
• Floorcare/Dusting	3-20%	• Soap Dispensers	2-5%
• Mopping Equipment	5-20%	• Utility Items	3-20%
• Odor Control	2-5%	• Washroom Accessories	2-8%

Enclosed is your new contract pricing. If you need an electronic copy of your contract pricing, please email: dvonahrens@impact-products.com

Also enclosed is your new login information for our pricing portal for your tiered pricing for items which do not have a contract price.

We appreciate your continued patience and business as together we navigate these unusual market dynamics. If you have any questions or concerns, please reach out to our manufacturer's representative, your Impact sales leader, or me.

Sincerely,

Chris Tricozzi
Vice President, Sales

IMPACT PRODUCTS, LLC
2840 Centennial Road • Toledo, OH 43617
419.841.2891 • 800.333.1541 • impact-products.com



A Supply Source Company
supplysourceglobal.com



September 3, 2021

Dear Valued Customer,

As the US economy experiences robust growth after extended COVID shutdowns, demand for goods has significantly outpaced global production and shipping capacities; consequently, we've seen ocean shipping and domestic LTL freight costs increasing by as much as 400% over 2020 rates. This is not unique to Impact Products and as we're sure you're already aware, is having a significant effect on overall cost of goods on an industry-wide basis.

Some stark realities that all manufacturers are dealing with related to both finished goods and raw materials:

- The global supply & demand imbalances are forecasted to continue which very likely will push prices up further
- There is no short-term relief on transportation costs and few viable alternatives to using ocean freight
- Labor shortages and port congestion may create periodic product availability issues into 2022
- Domestically, increased demand and driver shortages has reduced capacity and increased costs for all modes of transportation including rail, TL, LTL and small parcel shipments

As a result of the cumulative effect of market conditions, we are raising prices, effective October 4, 2021. On a weighted average across all categories, the increase averages 8.6%, with some imported items significantly higher.

We know that you must support and document these increases with your end use customers. We stand ready to help with supporting data, indexes, ranges, references, etc. We have included two at the end of this document; if you need additional support, please contact your Impact sales manager, or email: marketing@impact-products.com

Your contract pricing will be mailed to you next week. If you need an electronic copy of your pricing, please email: dyonahrens@impact-products.com

We appreciate your continued understanding, loyalty, and support. If you have any questions, please reach out to your Impact sales rep, sales manager, or any of us.

Best Regards,

Tim Carmack

*Chief Commercial Officer
Supply Source Enterprises*

Jason Cianciolo

*SVP, Field Sales
Supply Source Enterprises*

Mike White

*SVP, Corporate Accounts
Supply Source Enterprises*



December 3, 2021

Dear Valued Customer,

As many of you are aware, the global supply chain, domestic inflation and domestic labor shortages continue to cause significant challenges. We have also seen resin and other material prices increase steadily over the past year.

The stark reality is that the global supply & demand imbalances continue to push prices up further. Hence, all manufacturers are dealing with pricing pressures on both finished goods and raw materials. As a result of the cumulative effect of market conditions, we are raising prices on some of our items effective January 3, 2022. Across all categories, the average increase is 3.6%.

We know that you must support and document these increases with your end use customers. We stand ready to help with supporting data, indexes, ranges, references, etc. We have included two at the end of this document.

We appreciate your continued understanding, loyalty, and support. If you have any questions, or if you need additional supporting documentation, please reach out to your sales rep, customer service rep, or either of us.

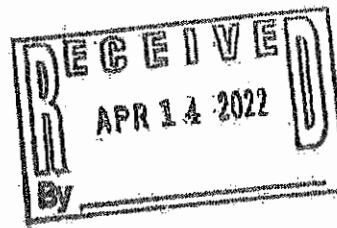
Best Regards,

Tim Carmack

Chief Commercial Officer
Supply Source Enterprises

Jason Cianciolo

SVP, Field Sales
Supply Source Enterprises



April 1, 2022

Dear Valued Customer,

As you are likely aware, recent world economic conditions are causing unprecedented challenges. Uncertainty, coupled with rising oil and energy prices around the globe are driving costs sharply upward. Like many other companies, we continue to experience dramatic changes in raw material commodities, and costs in the domestic delivery of goods.

In addition, reinstatement on some tariffs that were suspended during COVID-19 will go back in effect on May 31, 2022. For Supply Source, the categories affected are toilet seat covers (4818.90.0000) and non-woven coveralls/lab coats/gowns (6210.10.5090).

Effective May 2, 2022 Supply Source is implementing a price increase of 10% on most Safety and Cleaning products. Single-use disposable gloves will experience a 2-4% increase on most items. Tariff adjustments of 7.5% for toilet seat covers and non-woven coveralls / lab coats / gowns will go into effect at the end of May.

Increase Categories - +10%	
BOTTLES	ODOR CONTROL
CONTAINERS/RECEPTACLES	PERSONAL CARE
DISPENSING SYSTEMS	SAFETY ITEMS
FLOORCARE/DUSTING	SOAP DISPENSERS & SOAP
FOOD SERVICE	TRIGGER SPRAYERS
REUSABLE GLOVES	UTILITY ITEMS
MICROFIBER AND TEXTILES	WASHROOM ACCESSORIES
MOPPING EQUIPMENT	

We appreciate that you must support and document these increases with your customers. We stand ready to help with supporting data, indexes, ranges, references, etc. For your convenience, we've included charts depicting the price increases for crude oil and resin, and for increased transportation costs in this notification.

Enclosed is your new pricing effective May 2nd. If you would like an electronic copy of your pricing, please email: custserv@impact-products.com or contact your Supply Source Sales Leader.

Thank you for your continued understanding, loyalty, and support. If you have any questions, or if you need additional supporting documentation, please reach out to your sales representative, customer service representative, or either of us.

Best Regards,

Tim Carmack
Chief Commercial Officer
Supply Source Enterprises

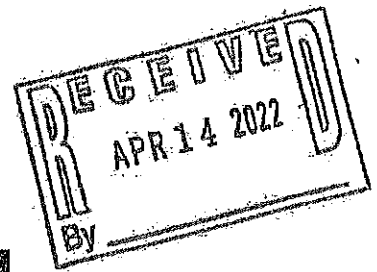
Jason Clancio
SVP, Field Sales
Supply Source Enterprises

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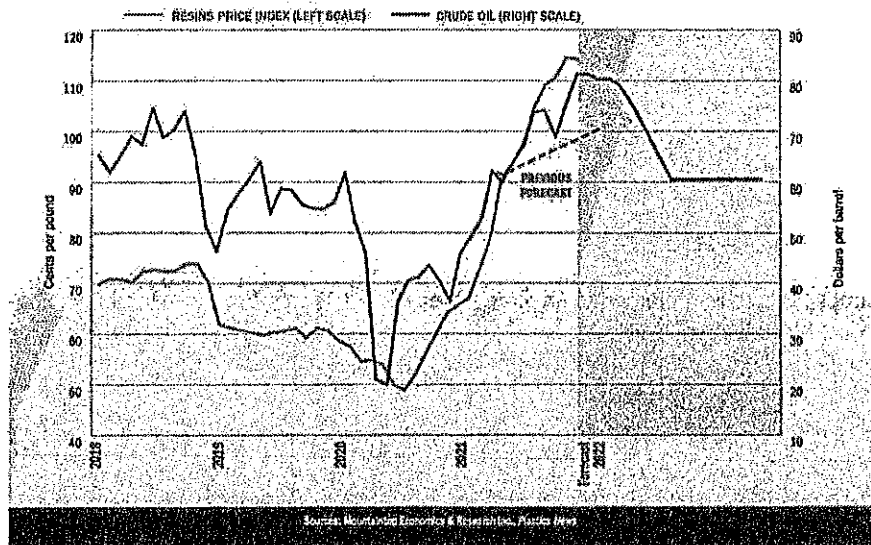




Supply Source

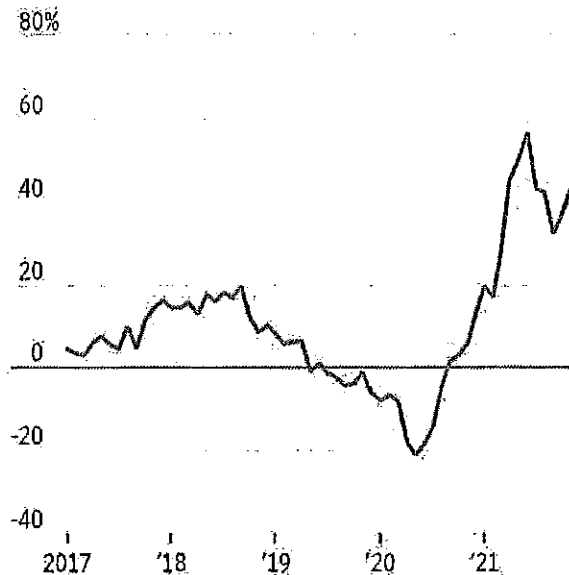


CRUDE OIL PRICE VS. RESINS PRICE INDEX



Freight Spending

Year-over-year change in domestic U.S. freight expenditures



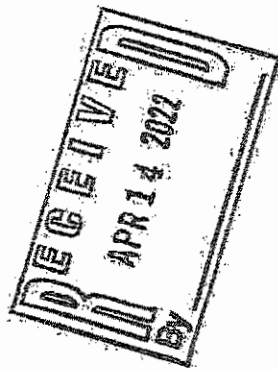
Source: Cass Information Systems Inc.

impact
Products

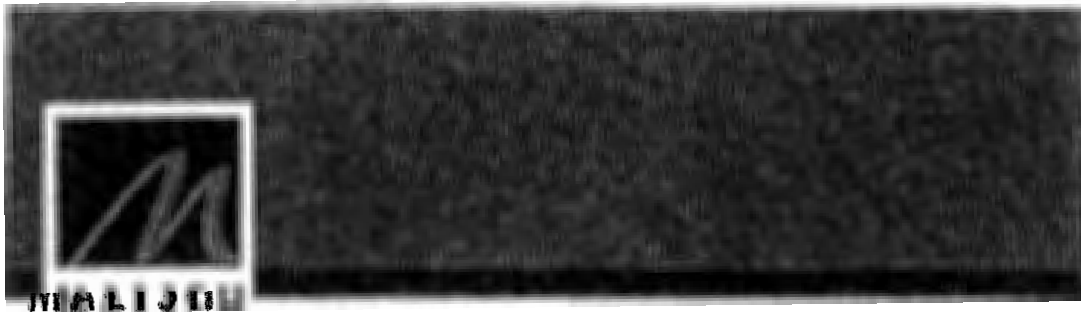


SUPPLY SOURCE 5-2-2022 CONTRACT PRICING

AGENCY	REP	CUST NO	NAME	ITEM	DESCRIPTION	CURRENT CONTRACT	U/M	CURRENCY	NEW CONTRACT	GO LIVE DATE
02000	02055	0000050354	ASHFORD SERVICES INC	5700	SPRAYER TRIGGER CONTOUR 9-7/8 INCH WHITE	\$	0.69	EA	\$	0.76 220502
02000	02055	0000050354	ASHFORD SERVICES INC	6222	SQUEEGEE COMPLETE 12 INCH STAINLESS STEEL	\$	21.16	EA	\$	23.28 220502
02000	02055	0000050354	ASHFORD SERVICES INC	6222R	REPLACEMENT RUBBER FOR SQUEEGEE 12 INCH	\$	14.81	BG	\$	16.29 220502
02000	02055	0000050354	ASHFORD SERVICES INC	7313L	BOOTS TREADS ANTI SKID LARGE	\$	42.66	PR	\$	46.93 220502
02000	02055	0000050354	ASHFORD SERVICES INC	7313M	BOOTS TREADS ANTI SKID MEDIUM	\$	42.66	PR	\$	46.93 220502
02000	02055	0000050354	ASHFORD SERVICES INC	7313XL	BOOTS TREADS ANTI SKID XLARGE	\$	42.66	PR	\$	46.93 220502
		0000050354		6						



[View this email in your browser](#)



Dear Valued Malish Customer,

Over the past few months, we have been experiencing unprecedented increases in our cost of materials across all our product lines with no end in sight.

- Corrugate +8%
- Freight +12%
- Polypropylene +75%
- Nylon +17%
- HDPE +82%

Please accept this letter as your official notification of our price increase that will go into effect on Thursday, July 1, 2021 across all product lines. Both the Sanitary Maintenance and the Rotary product lines will incur a 5% price increase.

Please note, that all orders placed before the effective date and shipped by July 15, 2021, will be honored and shipped at our current pricing.

You will receive an email on June 14, 2021 that will include links to the electronic versions of the two new price lists. Should you need an earlier copy, please contact our customer service department at 800-321-7044 option #2.

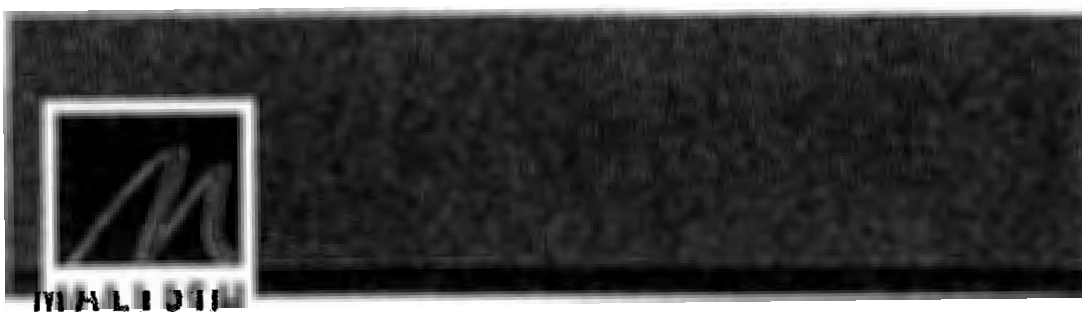
As a valued customer we want to thank you for your business as we will continue to provide you with products and services at the highest level possible.

Respectfully,

Kevin Young

Director of Sales N. America & Export

[View this email in your browser](#)



January 26, 2022

Dear Valued Malish Customer,

Moving into 2022 we continue to experience unrelenting increases within our supply chain, affecting both lead times and costs. The most notable and significant have been felt in materials, freight, packaging, and labor amongst others. Unfortunately, we are unable to absorb these increases and are left with no choice but to pass them on to our customer base.

Please accept this letter as your official notification of our price adjustment that will go into effect on Tuesday, March 1, 2022 across all product lines. Each product line, along with all customer specifically quoted items will incur a 5% increase, excluding Diamond Devil™.

The new price lists can be found on www.malish.com beginning February 1, 2022.

Should you need a copy earlier, please contact our customer service department at 800-321-7044, option #2.

We thank you for your business and value you as a customer. We will continue to provide you with products and services at the highest level possible.

Respectfully,



Kevin Young

Vice President of Sales and Marketing



Dear Patrick,

Even though we were hoping otherwise, prices and freight costs have continued to rise or stay at a much higher level than we ever expected. Cost volatility continues on numerous items in our line. Even our core categories of *Mops, Brooms, and Brushes* – the products that Nexstep proudly continues to manufacture in the USA – are now similarly being affected due to raw material, packaging, and labor costs.

Nexstep continues to leverage our supplier relationships, seek new sources, and improve our processes to mitigate the impact on our valued customers. Regrettably, due to the rapidly changing and extreme market conditions, we must now implement another increase for this coming year- effective in January of 2022.

The overall increase averages around 12% but as you'll see on the attached pricing the true range is 3%-43%, depending upon the item.

We appreciate your continued support as we navigate these very turbulent times that are difficult for all of us. Do not hesitate to contact me, your Director of Sales, or your Nexstep Sales Representative with any questions regarding pricing. Thank you for your patience and understanding.

Lee Bernhardt

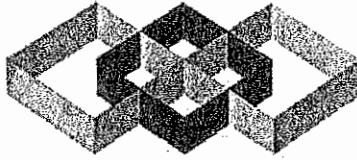
Lee Bernhardt

Director of Sales

Nexstep Commercial Products

732-691-3729

Lee@ocedarcommercial.com



WHITEHALL PRODUCTS

GLOBAL SOURCING • RE-DISTRIBUTION • INNOVATION

June 21, 2021

To Our Valued Customers:

The major resin producers have yet again announced another round of resin price increases.

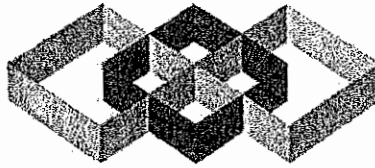
As a result WhiteHall Products will increase flexible film prices, including all can liners and specialty bag prices by 5% effective for all orders place on or after July 12, 2021. Orders placed at current prices will be limited to no more than one month of your normal purchasing levels.

We appreciate your business and will do our best to help everyone get through these trying times. Please consult your WhiteHall representative should you have any questions.

Sincerely,

Michael Russo
CEO

1210 US Hwy 301 N
Suite B
Tampa, FL 33619
813-247-2500
813-248-2349 Fax



WHITEHALL PRODUCTS

GLOBAL SOURCING • RE-DISTRIBUTION • INNOVATION

August 11, 2021

To Our Valued Customers:

The major resin producers have once again announced another round of resin price increases. The resin increases were implemented for the past eight consecutive months with another announced increase effective August 1, 2021.

Please note that in addition to the volatile resin market, there are disruptions throughout the supply chain including packaging, transportation, and labor. These disruptions cause challenges to operational efficiencies and may result in extended lead times in certain product categories. Our team will work closely with you to ensure you receive the best possible performance during these extraordinary business conditions.

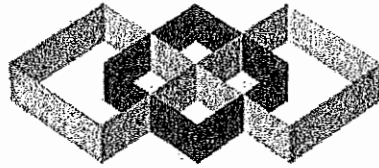
In response to the resin and non-resin cost increases, Whitehall Products will increase all prices by 7% effective for all orders placed on or after September 1, 2021. Orders placed at current prices will be limited to no more than one month of your normal purchasing levels.

We appreciate your business and will do our best to advise you of the continuing changing market conditions. Please consult your Whitehall representative should you have any questions.

Sincerely,

Michael Russo
CEO

1210 US Hwy 301 N
Suite B
Tampa, FL 33619
813-247-2500
813-248-2349 Fax



WHITEHALL PRODUCTS

GLOBAL SOURCING • RE-DISTRIBUTION • INNOVATION

October 6, 2021

To Our Valued Customers:

First, we want to thank you for your business and continued support throughout the unprecedented market conditions of 2021.

All non-raw material costs have continued to increase at an alarming pace. Increases in fuel, inks, corrugated, pallets, labor and other transportation charges and surcharges have brought us to a point where we can no longer continue to absorb these increases.

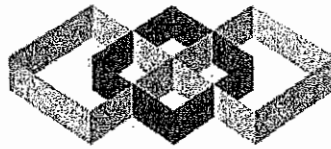
In response to these cost increases, Whitehall Products will increase all prices by 6% effective for all orders placed on or after October 25, 2021. Orders placed at current prices will be limited to no more than one month of your normal purchasing levels.

Please consult your Whitehall representative should you have any questions.

Sincerely,

Michael Russo
CEO

1210 US Hwy 301 N
Suite B
Tampa, FL 33619
813-247-2500
813-248-2349 Fax



WHITEHALL PRODUCTS

GLOBAL SOURCING • RE-DISTRIBUTION • INNOVATION

March 7, 2022

Re: April 2022 Price Increase

Dear Valued Customer,

Resin suppliers have previously announced an increase nominated for March 1st. Recent geopolitical events have led oil to spike in pricing and certain grades remain in short supply.

In addition, we still continue to experience a significant escalation in costs and shortages in non-resin supplies like labor, packaging, freight, pallets. Whitehall has done everything possible to offset these other cost increases with efficiencies where we could, but it is impossible to absorb these costs given the magnitude of inflation we are experiencing.

The increase below considers these non resin costs that we continue to absorb. In response to the March resin increase and other non-resin cost inflations, we will implement an increase of 8% effective with all new orders placed on or after April 4th, 2022. All orders must call for immediate delivery. Based on current lead times and availability, We reserve the right to accept or decline all orders for any reason.

Your sales representative will be in contact with you to answer any of your questions and advise you of changing market conditions. We understand the burden price increases have placed on all our businesses and thank you for your continued support and loyalty.

Sincerely,

Michael Russo
CEO

1210 US Hwy 301 N
Suite B
Tampa, FL 33619
813-247-2500
813-248-2349 Fax

Professional Cleaning Market Price Notification - Advance Notice

Norton Abrasives <abrasives.alert@nortonabrasives.ccsend.com>

on behalf of

Norton Abrasives <abrasives.alert+saint-gobain.com@ccsend.com>

Mon 10/25/2021 10:01 AM

To: Patrick Brown <patrick@ashfordservices.net>



Dear Valued Customer:

RE: January 1st, 2022 Professional Cleaning Market Price Notification – Advance Notice

This letter serves as notice regarding a price adjustment of 5% on all Book pricing effective January 1st, 2022. All Book price and policy changes will apply to orders received on or after January 1st, 2022 as well as on orders received prior to that date stipulating shipment on or after January 1st, 2022.

We are all aware of the unprecedented and unique circumstances we are in. We strive each year to do our best to keep cost increases minimized so that we can continue to enjoy the strong partnership and joint success we have had over the past many years. We appreciate all that you do to support the Norton brand.

Click here for the price links:

- [W460 U.S. Pricing PDF](#)
- [W460 U.S. Pricing Excel](#)
- [W460-C Canadian Pricing PDF](#)
- [W460-C Canadian Pricing Excel](#)

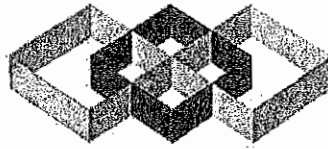
Once again we'd like to thank you for your continued support for the Norton brand. It is sincerely appreciated.

David J. Mansfield

Sr. Market Manager, DIY/Contractor Markets
Norton | Saint-Gobain
2600 10th Ave, Watervliet, NY 12019
p. 518-266-2269

Marie Bouquet

DIY Channel Director
Norton | Saint-Gobain
1 New Bond Street, Worcester, MA 01606
p. 508.795.2136



WHITEHALL PRODUCTS

GLOBAL SOURCING • RE-DISTRIBUTION • INNOVATION

April 1, 2022

Re: May 2022 Price Increase

Dear Valued Customer,

Recent geopolitical events have led oil to spike in pricing and certain grades remain in short supply. This coupled with supply chain challenges have forced resin suppliers to increase pricing once again.

In addition, we still continue to experience a significant escalation in costs and shortages in non-resin supplies like labor, packaging, freight, pallets, it is impossible to absorb these costs given the magnitude and rate of inflation we are experiencing.

In response to the resin increases and other non-resin cost inflations, we will implement an increase of 10% effective with all new orders placed on or after May 1, 2022.

We will not accept any orders above normal historical volumes and we reserve the right to cancel backorders where necessary.

Your sales representative will be in contact with you to answer any of your questions. We understand the burden price increases have placed on all our businesses and thank you for your continued support and loyalty.

Sincerely,

Michael Russo
CEO

1210 US Hwy 301 N
Suite B
Tampa, FL 33619
813-247-2500
813-248-2349 Fax

DATE: July 6, 2021
TO: SC Johnson Professional USA Authorized Distributors
SUBJECT: Price Increase Effective September 6, 2021

As you may have experienced or read in the media, costs for materials, goods and services are increasing in many parts of the economy. We are seeing this impact as well. We value our customer relationships and strive to provide high quality products at competitive prices. However, with extreme inflationary pressures continuing to impact our raw material and distribution costs, we are pressed to implement a price increase effective September 6, 2021.

Floor Care / Surface Care / Skincare:

The weighted average increase is 8.8%

- A minimal charge for skin care dispensers has been added to compensate for the plastic resin inflation
- Force majeure on Touch Free dispensers is now lifted. The new price of \$15/unit (\$120/case) is effective immediately

All orders received on or after September 6, 2021 will be priced based on the new price list and updated Terms and Conditions Policy printed on the price list.

Custom dispensers are once again available and require additional lead time. They should be placed on a separate purchase order. Their pricing will follow the equivalent stock dispenser pricing as per attached price list. For more information, please refer to our Custom Dispenser Policy.

SC Johnson's Iconic Brands (Windex, Pledge, Ziploc, etc.):

A price increase of up to 11.3% will be effective on October 2, 2021. Your SC Johnson Professional Sales Representative will provide all the details and SKUs that may be impacted.

To avoid backorders and ensure adequate service levels, ordering will be limited to historical monthly averages. We reserve the right to limit quantities on excessive orders.

SC Johnson Professional remains committed to supplying high quality products and reinvesting in our organization to develop new innovations to meet customer needs. We thank you for your continued confidence in us as we undertake these endeavors, and we look forward to continued growth with your organization.

Mike Flagg

Chief Executive, North America

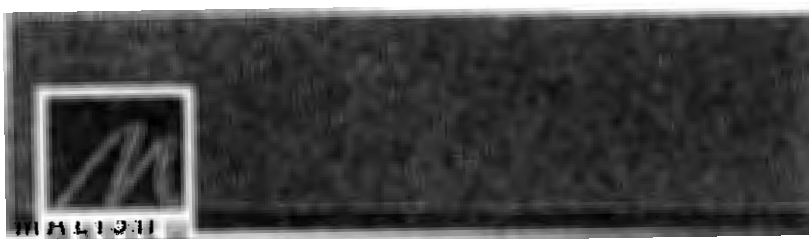
July Price Increase

The Malish Corporation <AmandaS@malish.com>

Fri 5/28/2021 10:00 AM

To: Patrick Brown <patrick@ashfordservices.net>

[View this email in your browser](#)



Dear Valued Malish Customer,

Over the past few months, we have been experiencing unprecedented increases in our cost of materials across all our product lines with no end in sight.

- Corrugate +8%
- Freight +12%
- Polypropylene +75%
- Nylon +17%
- HDPE +82%

Please accept this letter as your official notification of our price increase that will go into effect on Thursday, July 1, 2021 across all product lines. Both the Sanitary Maintenance and the Rotary product lines will incur a 5% price increase.

Please note, that all orders placed before the effective date and shipped by July 15, 2021, will be honored and shipped at our current pricing.

You will receive an email on June 14, 2021 that will include links to the electronic versions of the two new price lists. Should you need an earlier copy, please contact our customer service department at 800-321-7044 option #2.

As a valued customer we want to thank you for your business as we will continue to provide you with products and services at the highest level possible.
Respectfully,

Kevin Young
Director of Sales N. America & Export



We're The Malish Corporation, a leader in floor care products for 75 years. We have solutions to make your floor maintenance work easier, your product and labor costs lower, and your facilities cleaner. Our brushes are made in the USA and available to ship immediately.



Copyright (C) 2021 The Malish Corporation. All rights reserved.
You are receiving this email as a customer of The Malish Corporation.

Our mailing address is:
The Malish Corporation
7333 Corporate Blvd
Mentor, OH 44060-4857

[Add us to your address book](#)

Want to change how you receive these emails?
You can [update your preferences](#) or [unsubscribe](#)



March Price Increase

The Malish Corporation <AmandaS@malish.com>

Wed 1/26/2022 1:00 PM

To: Patrick Brown <patrick@ashfordservices.net>

[View this email in your browser](#)



[Logo](#)

January 26, 2022

Dear Valued Malish Customer,

Moving into 2022 we continue to experience unrelenting increases within our supply chain, affecting both lead times and costs. The most notable and significant have been felt in materials, freight, packaging, and labor amongst others. Unfortunately, we are unable to absorb these increases and are left with no choice but to pass them on to our customer base.

Please accept this letter as your official notification of our price adjustment that will go into effect on Tuesday, March 1, 2022 across all product lines. Each product line, along with all customer specifically quoted items will incur a 5% increase, excluding Diamond Devil™.

The new price lists can be found on www.malish.com beginning February 1, 2022.


Should you need a copy earlier, please contact our customer service department at 800-321-7044, option #2.

We thank you for your business and value you as a customer. We will continue to provide you with products and services at the highest level possible.


Respectfully,


Kevin Young
Vice President of Sales and Marketing

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[Twitter](#)
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[LinkedIn](#)
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We're The Malish Corporation, a leader in floor care products for over 75 years. We have solutions to make your floor maintenance work easier, your product and labor costs lower, and your facilities cleaner.



RECEIVED
DEC 13 2021

December 3, 2021

Dear Valued Customer,

BY:

As many of you are aware, the global supply chain, domestic inflation and domestic labor shortages continue to cause significant challenges. We have also seen resin and other material prices increase steadily over the past year.

The stark reality is that the global supply & demand imbalances continue to push prices up further. Hence, all manufacturers are dealing with pricing pressures on both finished goods and raw materials. As a result of the cumulative effect of market conditions, we are raising prices on some of our items effective January 3, 2022. Across all categories, the average increase is 3.6%

We know that you must support and document these increases with your end use customers. We stand ready to help with supporting data, indexes, ranges, references, etc. We have included two at the end of this document.

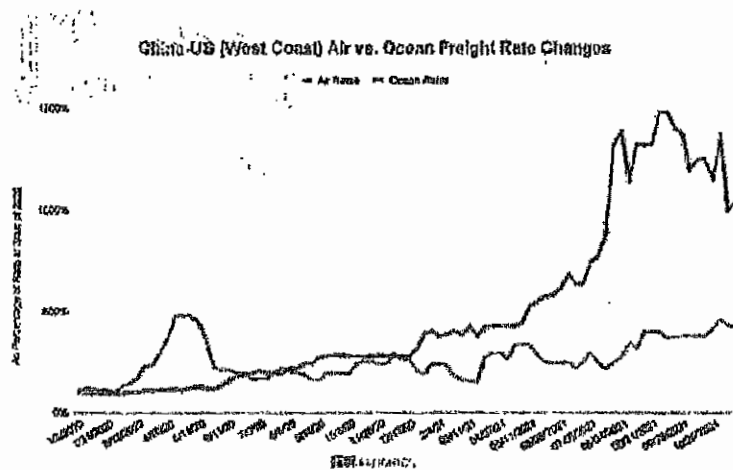
We appreciate your continued understanding, loyalty, and support. If you have any questions, or if you need additional supporting documentation, please reach out to your sales rep, customer service rep, or either of us.

Best Regards,

Tim Carmack
Chief Commercial Officer
Supply Source Enterprises

Jason Cianciolo
SVP, Field Sales
Supply Source Enterprises

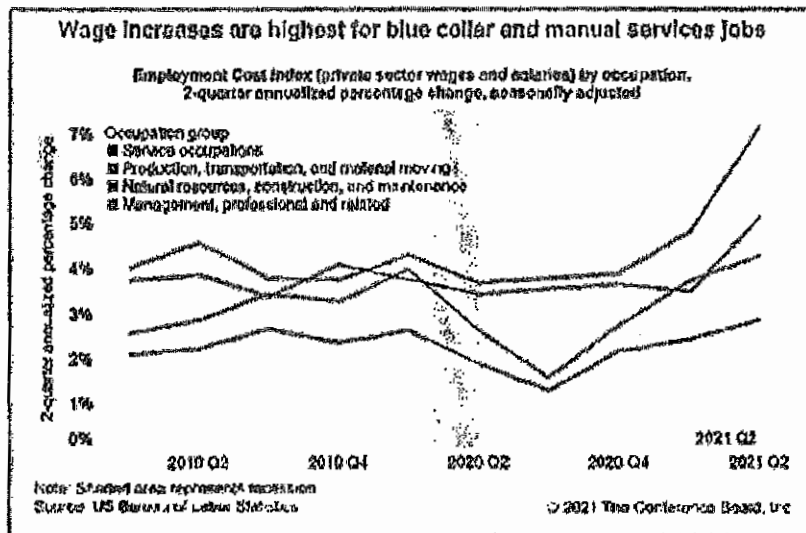
Ocean Freight Rates Index January 2020 – October 2021



Source: Freightos Baltic Index – China/East Asia to North America West Coast

2021 US Service, Production, Transportation Wage Increases:

Source: US Bureau of Labor Statistics



Economic Preview

U.S. inflation is still climbing and now higher labor costs are adding to the pressure

Click Link [U.S. inflation is still climbing and now higher labor costs are adding to the pressure - MarketWatch](#) to read the entire MarketWatch Article

IMPACT PRODUCTS, LLC
2840 Centennial Road • Toledo, OH 43617
419.841.2891 • 800.333.1541 • impact-products.com


A Supply Source Company
supplysourceglobal.com

IMPACT PRODUCTS 1-03-2022 CONTRACT PRICE INCREASE

AGENCY	REF	CUST NO	NAME	ITEM	DESCRIPTION	CURRENT CONTRACT	U/M	CURRENCY	NEW CONTRACT	GO LIVE DATE
02000	02055	0000050354	ASHFORD SERVICES INC	5700	SPRAYER TRIGGER CONTOUR 9 7/8 INCH WHITE	\$	0.67	EA	\$	0.69 220103
02000	02055	0000050354	ASHFORD SERVICES INC	6222	SQUEEGEE COMPLETE 12 INCH STAINLESS STEEL	\$	20.54	EA	\$	21.16 220103
02000	02055	0000050354	ASHFORD SERVICES INC	6222R	REPLACEMENT RUBBER FOR SQUEEGEE 12 INCH	\$	14.38	BG	\$	14.81 220103
02000	02055	0000050354	ASHFORD SERVICES INC	7313L	BOOTS TREADS ANTI SKID LARGE	\$	41.42	PR	\$	42.66 220103
02000	02055	0000050354	ASHFORD SERVICES INC	7313M	BOOTS TREADS ANTI SKID MEDIUM	\$	41.42	PR	\$	42.66 220103
02000	02055	0000050354	ASHFORD SERVICES INC	7313XL	BOOTS TREADS ANTI SKID XLARGE	\$	41.42	PR	\$	42.66 220103
		0000050354		6						



16 June 2022

Suwannee County School District
1740 Ohio Avenue South
Live Oak, Florida 32064
Telephone: (386) 647-4608
E-mail: lorie.norris@suwannee.k12.fl.us

Ref: RFP Extension Request

Dear Ms. Norris:

Please accept this letter with attached pricing sheet reflecting one change in price, as our desire and consent to extend RFP#20-2020 for Document Imaging Services for another year. This extension is allowed for in the general conditions section of the original RFP. The new extension will be for July 1, 2022 through to June 30, 2023. We appreciate the opportunity to work with you and look forward to working with Suwannee County School District on this project. Should you have any questions or concerns, contact me at (352) 372-6039 xtn 401 or jvanhart@instreamllc.com.

Sincerely

A handwritten signature in black ink, appearing to read "Jenni Van Hart", is written over a horizontal line. The signature is fluid and stylized, with a large loop at the end.

Jenni Van Hart
Business Development Executive

\\Suwannee County School District\2022-06 Extension Request.doc

SUWANNEE COUNTY SCHOOL DISTRICT

Bid Price Sheet

Bid Title Document Imaging Conversion Services
RFP 20-202

Item #	Description	Unit Price	Unit of Measure	Est. Quantity	Extended Price
1	Document indexing (9 fields per document maximum)	\$1.400	per document	1	\$1.400
2	Scanning pages to 300dpi TIFF 6, Group IV-B file format (11"x17")	\$0.073	per image	1	\$0.073
3	Scanning pages larger than 11" x 17", 300dpi TIFF bitonal	0.6	per image	1	\$0.600
4	Scanning pages larger than 11" x 17", 300dpi TIFF grayscale	1.87	per image	1	\$1.870
5	Scanning pages larger than 11" x 17", 300dpi TIFF 24-bit color	\$4.100	per image	1	\$4.100
6	Mastering images to disk for import to ECM Solution	\$0.018	per image	1	\$0.018
7	Document Preparation	\$26.000	per hour	1	\$26.000
8	Data Entry (if not covered by Item 1)	\$0.001	per keystroke	1	\$0.001
9	Conversion of 16mm microfilm to electronic images	\$0.065	per image	1	\$0.065
10	Conversion of 16mm microfiche to electronic images	\$0.155	per image	1	\$0.155
11	Conversion of 35mm microfilm to electronic images	\$0.380	per image	1	\$0.380
12	Upload of Electronic Converted Records into ECM Solution	\$20.000	per upload	1	\$20.000
13	Technical Support / Training - Onsite	\$180.000	per hour	1	\$180.000
14	Technical Support /Training - Remote	\$85.000	per hour	1	\$85.000
15	Document Management Consulting - Onsite	\$180.000	per hour	1	\$180.000
16	Document Management Consulting - Remote	\$85.000	per hour	1	\$85.000
17	Pull Requests - M-F 8am - 5pm	\$8.250	per request	1	\$8.250
18	Pull Requests - After Business Hours and Weekends	\$25.000	per request	1	\$25.000
19	Pickup, delivery, and handling	\$140.000	per trip	1	\$140.000
20	Confidential Destruction of Paper Documents	\$8.000	per box	1	\$8.000

SCSD Terms of Payment will be Net 45 days

Payment Discount and Terms:

0 % if paid in 45 days

In the event an error in calculations is found, the unit price bid will be used to determine the correct extended price.

Vendor Acknowledgement and Approval

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature and witness, is required to be submitted with your proposal in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contracture agreement with the Suwannee County School District for the purposes as proposed and as described herein. Please print below unless where a signature is required.

Firm Name InStream, LLC

Phone No. 352-372-6039

Authorized Representative's Signature
Authorized Representative's Name/Title

Date _____
Jenni Van Hart / Business Development Executive

Witness Signature
Witness Name/Title

Date _____
Jim Craig / Business Development Executive

Vendor is to complete, sign and submit a paper copy of the Bid Price Sheet along with an electronic (Microsoft Excel) Bid Price Sheet copy at or before the time of Bid Opening. Electronic (EXCEL) Bid Price Sheets must be submitted on a disk.

FAILURE TO SUBMIT SIGNED BID PRICE SHEET & ELECTRONIC COPY MAY RESULT IN YOUR BID SUBMITTAL NOT BEING ACCEPTED.