

**Keiser University**  
**AFFILIATION AGREEMENT**

THIS AGREEMENT, entered into this 22nd day of March, 2022 by and between Keiser University – Fort Lauderdale Campus (herein after referred to as the "SCHOOL") and Suwannee County School Board a special tax district of the State of Florida, and an agency providing clinical facilities for health care (herein after referred to as "CENTER(S)").

**WITNESSETH**

**WHEREAS**, The School provides courses of study in Occupational Therapy and **WHEREAS**, as part of its course study the **SCHOOL** desires the students to be provided with Clinical Practice at the CENTER(S); and

**WHEREAS**, the CENTER(S) is willing to provide the necessary facilities for said Clinical Practice;

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree to the following terms and conditions:

1. The SCHOOL agrees to assume final responsibility for the educational experience, and grades of the students.
2. The SCHOOL will plan with the appropriate CENTER(S) staff personnel for the use of CENTER facilities.
3. A SCHOOL member will be designated as being responsible for the coordination and implementation of the program of learning.
4. The SCHOOL for its part agrees to maintain for its faculty and students a policy of professional liability insurance, with a single limit of no less than \$1,000,000. A Certificate of Insurance confirming this professional liability coverage will be supplied to the CENTER(S) upon execution of this Agreement and thereafter periodically upon the CENTER(S) request.
5. Students will provide proof of their own health insurance upon being assigned to the CENTER(S).
6. The SCHOOL reserves the right to refuse or discontinue the placement of students if the CENTER(S) does not meet the professional educational requirements and standards of the SCHOOL.
7. The SCHOOL will recommend for placement at the CENTER(S) only those students who have earned a satisfactory record and have met the minimum requirements established by the SCHOOL.
8. The SCHOOL will provide the CENTER(S) with copies of current course outlines, course objectives, and curriculum philosophy, and a list of faculty and their qualifications when requested.
9. The CENTER(S) shall not be responsible for any compensation for services or expenses for medical, meals, travel or other incidental expenses incurred by SCHOOL students or faculty participating in the Program, nor shall the SCHOOL become obligated to the CENTER(S) or any member of its staff for any expenses or payment.

10. The SCHOOL'S students and faculty shall, at all times, be subject to and comply with all rules, regulations, procedures, policies and safety protocols of the CENTER(S); and in accordance with federal and state regulations. All students shall respect the confidential nature of all information available to them with respect to CENTER(S) patients and records.
11. The SCHOOL'S students and faculty participating in the Program at the CENTER(S) shall, in no event, become nor be deemed to be employees, servants, or agents of the CENTER(S), nor shall any person on the staff or administration of the CENTER(S) become nor be deemed to be an employee, servant or agent of the SCHOOL. The CENTER(S) is responsible for all health care rendered in its facility.
12. The SCHOOL and its students shall comply fully with the CENTER(S) with respect to physical examinations, vaccinations, and availability of health records of the SCHOOL'S students participating in the Program.
13. Orientation to the CENTER(S) will be provided for the faculty and students prior to the commencement of the student's experience. Both parties to this Agreement shall agree upon orientation.
14. The CENTER(S) reserves the right to refuse or discontinue the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications and standards of the CENTER(S) as determined by CENTER(S).
15. The CENTER(S) staff will participate in the supervision and teaching of students enrolled in the Program.
16. The CENTER(S) will provide emergency treatment to the students or faculty in the same manner and to the same extent as the CENTER(S) provides for its employees. Students and faculty members assume personal and financial responsibility for medical care and hospitalization.
17. The SCHOOL and CENTER(S) agree that the determination of the number students to be assigned to the CENTER(S) will be a mutual decision based on variety of factors, including, but not limited to, staff, space availability and number's student enrolled in the curriculum.
18. The SCHOOL and CENTER(S) agree that this Agreement does not limit CENTER(S) to accept only students from the SCHOOL nor does the SCHOOL have to place its students only at the CENTER(S).
19. There shall be planning meetings of the SCHOOL faculty and CENTER(S) prior to placement of students in the CENTER(S).
20. The CENTER(S) and SCHOOL shall acquaint the students and faculty with policies, standards, rules and regulations of the CENTER(S). The CENTER will also acquaint the students with appropriate preventative measures to reduce the spread of any airborne viruses, as per facility safety protocols. The SCHOOL will not be held liable for the risks that students may become exposed to or infected by an airborne virus during their clinical experience. In the event of inappropriate actions by the students, the CENTER reserves the right to take appropriate action in response to a student's inappropriate actions and the CENTER will notify the faculty in order that appropriate action may be taken by the SCHOOL.
21. The term of this Agreement shall remain in effect for one year from the date of the signature and therefore will automatically renew for one-year terms until otherwise terminated by either party. The SCHOOL and the CENTER acknowledge that a three (3) month or ninety (90) days written notice of termination be provided to either party, and/or assurance provided that students currently enrolled in the program are provided the

opportunity to complete their clinical education. Notice under this paragraph shall be in writing and sent to the other party by registered mail.

- 22. This Agreement may not be modified or amended except in writing.
- 23. This Agreement shall be governed by the laws of Suwannee County, Florida.
- 24. Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be given in writing and be delivered in person or mailed to the following address:

CENTER(S):

Ted L. Roush, Superintendent of Schools  
Suwannee County School Board  
1740 Ohio Avenue, South  
Live Oak, FL 32064

SCHOOL:

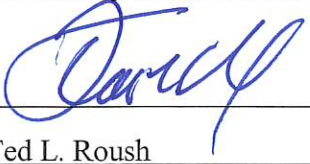
Dr. D Ryan Sagers  
Campus President  
Keiser University Ft. Lauderdale Campus  
1500 NW 49<sup>th</sup> Street  
Fort Lauderdale, FL 33309

- 25. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.
- 26. **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, CENTER and SCHOOL have duly executed this Agreement

on the date first written above:


**Suwannee County School Board**

By:  MAR 22 2022  
Date

Name: Ted L. Roush

Title: Superintendent of Schools

**Keiser University Fort Lauderdale Campus**

By:  05/26/22  
Date

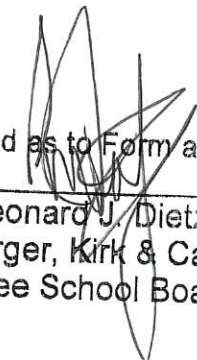
Dr. D Ryan Sagers

Keiser University Fort Lauderdale Campus President

By:  MAR 22 2022  
Date

Name: Jerry Taylor

Title: Board Chairman

"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](mailto: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.