

**AFFILIATION AGREEMENT BETWEEN UNIVERSITY  
OF SOUTH FLORIDA SCHOOL OF SOCIAL WORK  
AND THE HERNANDO COUNTY SCHOOL BOARD**

**THIS AGREEMENT**, (“Agreement”) between the Hernando County School Board (“Agency” or “District”) a political subdivision of the State of Florida, with its administrative office located at 919 N. Broad Street, Brooksville, FL 34601, and the University of South Florida Board of Trustees, a public body corporate, for its College of Behavioral and Community Services, Department of Social Work, (“USF”), with its administrative office located at 202 E. Fowler Avenue, MHC 1400, Tampa, FL 33620. USF and Agency may collectively be referred to as “Parties.”

**WHEREAS**, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

**WHEREAS**, USF acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

I. General Provisions of Agreement.

A. **Effective Date and Term:** This Agreement shall be effective immediately upon signing of all parties to the Agreement and shall remain in effect for one (1) year from the date of execution. The Agreement may be extended for two (2) annual terms upon mutual written agreement of the parties.

B. **Non-discrimination:** Both Parties agree that there will be no discrimination in placement of Participants because of race, color, religion, sex, national origin, age, handicap, or marital status and agree to adhere to the provisions of applicable Federal and State Laws regarding discrimination.

C. **Termination:** This Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party. In the event this Agreement is terminated pursuant to this paragraph, District agrees that no Participants currently participating in a Program will be denied the opportunity to complete the Program, even if the effective date of termination occurs prior to the completion date of the Program. In such event, all applicable provisions of this Agreement, including the right to request withdrawal of any Participant pursuant to Section I. D. of the Affiliation Agreement, shall remain in force during the period from the effective date of termination, until the field experience is completed.

D. District may request USF to withdraw any student whose conduct or work performance is not in accordance with District policies and standards. USF may withdraw any student whose progress, conduct or performance does not meet USF's standards.

E. Both USF students and District will comply with established policies and practices of the District with regard to client service, health of staff members, uniforms and use of equipment and facilities. Additionally, USF students and District staff shall comply with the code of ethics and professional standards of related professional organizations.

F. USF and District shall share responsibility for the supervision and coordination of the training experience. The number of students, specified dates/times, and training activities will be established by the parties in advance of the training period.

## II. Responsibilities of USF

It shall be the responsibility of USF to:

A. Plan and administer the USF educational program for its students and be responsible for the enrollment of its students in USF courses, including the student teaching field placement.

B. Work with designated District staff to determine the placement sites for Participants in the Program, including dates and the number of Participants to be placed.

C. Designate a person or persons to coordinate and act as liaison with the appropriate District personnel.

D. Provide the District with a list of Participants within an agreed upon time prior to the start of the field experience.

E. Ensure that Participants have the necessary didactic prerequisites to maximize the learning experience at the District.

F. Communicate with the District's coordinator and Participant to assess Participant's progress as necessary.

G. Inform Participants that they are responsible for complying with the rules and policies of the District, including recognition of the confidential nature of information regarding the District students and their records.

H. Cooperate fully with District and its counsel in the defense of any claims against District in any way arising out of or connected with District's affiliation with USF pursuant to this Agreement.

I. Instruct Participants of any of the District's Human Resource requirements for criminal background checks via fingerprinting prior to the Participant's participation at District. All costs associated with such requirements shall be the responsibility of

Participant. Any Participant who has not completed the required background screenings, or who has not passed the required screening according to District standards, shall not be eligible to participate in the Program.

J. Compliance with Jessica Lunsford Act: The School Board of Hernando County and State of Florida, requires all Internship individuals that come in contact with students to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board for any claims made against the School Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. For information on JLA requirements and how to comply visit [https://www.hernandoschools.org/171516\\_3](https://www.hernandoschools.org/171516_3). Level II background checks will be conducted at the cost of the Participant and/or USF.

K. USF shall require that all Participants comply with all applicable Family Educational Rights and Privacy Act ("FERPA") and Health Insurance Portability and Accountability Act ("HIPAA") requirements, as well as applicable School Board policies and procedures related to education records.

L. USF agrees to comply with all applicable requirements of FERPA and HIPAA in performance of this Agreement.

M. USF will direct Participant to:

1. sign a Student's Statement of Responsibility (Attachment "A") hereby attached and incorporated into this Agreement and the Protected Health Information, Confidentiality and Security Agreement (Attachment "B") hereby attached and incorporated into this Agreement; and
2. maintain their own health insurance; and
3. comply with all requirements found in the Student Handbook hereby incorporated by reference and comply with all relevant local, state, and federal laws.
4. not transport any employee or client in their vehicle or to operate any vehicle of the School Board

### III. Responsibilities of the Agency/District

It shall be the responsibility of the Agency to:

A. Be responsible for the conduct of its operations, supervision of its staff, and the education of District students.

B. Designate a coordinator from its staff to act as the liaison with USF in connection with this Agreement.

C. Determine, in consultation with USF, the Participants who will be placed at District schools.

D. Provide an appropriate orientation of Participants to its facilities and its policies and procedures.

E. Provide opportunities for a Participant learning experience with appropriate supervision.

F. Comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury while at District, District, upon notice of such incident from the student, will provide such emergency care as is provided to its employees. In the event that District does not have the resources to provide such emergency care, District will refer such student to the nearest emergency facility. USF shall inform the student that the student will be responsible for any charges thus generated.

G. Permit the Participants to have access to student education records as necessary for participation in the Program and in accordance with District policies provided. Participants shall treat education records as confidential, pursuant to Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations.

H. District agrees to comply with all applicable requirements of FERPA and HIPAA in performance of this Agreement.

#### **IV. Indemnification**

A. USF is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements. To the extent permitted by law, the parties agree that, as to any claims for damages brought or asserted by non-parties to the Agreement, each party hereto agrees to be fully responsible for damages for the acts or omissions of its own employees and agents while acting within the scope of their employment or agency and arising out of its obligations under the Agreement, and neither party shall be responsible for the acts or omissions of the other party's employees or agents. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver or extend the liability of either party beyond the limits established in section 768.28, Florida Statutes. This section shall survive termination or suspension of this Agreement.

#### **V. Miscellaneous**

A. The Agreement is to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the

Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter (“Court”) have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

B. Neither party shall be liable to the other, nor deemed in default under this Agreement 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 term of the Agreement. USF confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this Agreement. If it is later determined that USF knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by USF. Insurance. Faculty and staff of USF are provided with comprehensive general liability insurance pursuant to the terms and limitations of Florida Statute 768.28 and Florida Statute Chapter 284 Part II. Students should provide proof of their own medical insurance as necessary. Students who are assigned to District for training experiences pursuant to this Agreement are provided insurance protection against professional liability claims by the University of South Florida Health Sciences Center Self-Insurance Program pursuant to Florida Statutes §§768.28 and 1004.24. A certificate evidencing such liability protection is attached hereto as Exhibit “A”. Such professional liability protection has limits of \$1,000,000.00 per claim and \$3,000,000.00 per occurrence and is occurrence-based coverage that includes liabilities that may be incurred by USF as a result of this Agreement. USF shall maintain such insurance in effect at all times that students are assigned to District.

C. Public records compliance provisions. By entering into this Agreement, USF acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because USF is performing services on behalf of District, USF shall:

1. Keep and maintain public records required by District to perform pursuant to the Agreement.

2. Upon request from District's custodian of public records (identified below), provide 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, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if USF does not transfer the records to District.
4. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of USF or keep and maintain public records required by District to perform the service. If USF transfers all public records to District upon completion of this Agreement, USF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements except for archival copies, which are made as part of routine file backup operations. If USF keeps and maintains public records upon completion of this Agreement, USF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

**IF USF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE USF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, [ELLERMAN\\_A@HCSB.K12.FL.US](mailto:ELLERMAN_A@HCSB.K12.FL.US) or (352) 797-7009.**

D. As an agency or subdivision of the State of Florida, USF is subject to Chapter 119, Florida Statutes ("Florida Public Records Act"). As such, this Agreement and all associated materials and information may be considered a "public record." While USF will endeavor not to voluntarily disclose this Agreement or other associated information, it reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of this Agreement or any other information pursuant to a public records request will not be considered a breach of any confidentiality provisions.

E. Notwithstanding any other provisions of law or statutory interpretation, failure of USF to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding. This provision shall survive any termination or expiration of the Agreement.

F. Confidentiality. The Parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance

Portability and Accountability Act. Regarding data storage and breaches, USF shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of USF's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, USF shall notify District in writing immediately, but no later than ten days following a determination of a breach of data security. Additionally, USF shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Should USF require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

G. Sovereign Immunity. Both Parties acknowledge and agree that the other Party does not waive its immunity and nothing herein shall be interpreted or deemed as a waiver of their rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the Parties expressly reserve these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by both Parties.

H. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

I. No Third-Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

J. Severability. In the event that any one or more of the sections paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences clauses or provisions had never been included herein.

K. Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

L. Notices; Electronic Communications. Any and all notices, approvals, claims, consents, demands, requests, or other communications between the Parties (Notices) shall be in writing. All notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

To District: ATTN: Alexa Neal  
Supervisor of Human Resources  
919 North Broad Street  
Brooksville, FL 34601

To USF: ATTN: Julianne M. Serovich,  
PhD., Dean University of South  
Florida, College of Behavioral  
13301 Bruce B. Downs Blvd  
Tampa, FL 33612-3807

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by electronic mail or other electronic means or five (5) days after mailing, whichever occurs first.

M. Employment Eligibility Verification (E-Verify): By entering into this Agreement, the Parties understand and agree to comply with the provisions of Section 448.095, Florida Statutes. USF affirms and represents that it is registered with, and uses the E-Verify system, and will continue to use the E-Verify system. Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide USF with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. USF shall maintain a copy of all such affidavits for the duration of the Agreement.

N. Independent Contractors. USF and District are independent contractors and nothing in this Agreement shall be deemed or construed to create an employment, agency, association, joint venture, partnership, franchise or fiduciary relationship between the parties. USF's employed faculty members and students shall not be deemed to be employees or agents of District for any reason. USF's employed faculty members and students shall not be responsible for the supervision or control of the patient care activities of any District employee or staff member.

O. Counterparts: This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

P. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such Parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the Parties hereto.

Q. Amendment. District and USF may change or add to this Agreement by written amendment executed by authorized representatives of the parties and attached hereto.

R. The Parties agree to comply with Title IX of the Education Amendments of 1972 (“Title IX”) which protects students and employees from discrimination based on sex in education programs or activities that receive federal financial assistance. District further agrees that it or its employees will cooperate in any investigation required by Title IX.

S. District agrees that it is a “governmental entity” as defined in Section 287.138(1), Florida Statutes and therefore not required to complete an affidavit regarding human trafficking for purposes of satisfying Section 787.06 (14), Florida Statutes.

*REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
SIGNATURES TO FOLLOW*

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

**University of South Florida:**

\_\_\_\_\_  
Printed Name: Julianne M. Serovich,  
Title: Dean & Professor  
Date: 3/24/2026 | 15:57 EDT

DocuSigned by:  
*Julianne Serovich* DS  
60282580596C493...  
Pe

**Hernando County School Board:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Legal Sufficiency  
Caroline I. Mockler, Esq.  
Staff Counsel, HCSD  
2:37 pm, 03/26/2026

ATTACHMENT "A"

STUDENT'S STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at \_\_\_\_\_ ("Affiliating Agency"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in tile Program operated by The School Board of Hernando, Florida ("School Board") at Affiliating Agency's facility unless such injury or loss arises solely out of Affiliating Agency's gross negligence or willful misconduct.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Parent or Legal Guardian if Student is under 18

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

ATTACHMENT “B”

PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY 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 in 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 programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.
4. Students and responsible faculty may be issued computer identifications (IDs) and passwords to access PHI.

Initial each to accept the Policy

Initial	Policy
	1. It is the policy of the school/institution to keep PHI confidential and secure.
	2. 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.
	3. Whether at the school or at a clinical site, students are 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.
	4. Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	5. Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.
	6. A computer ID and password are assigned to individual students and faculty. Students and faculty are responsible and accountable for all work done under the associated access.
	7. Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.
	8. Students and faculty agree to follow institution's privacy policies.
	9. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the institution

- I agree to abide by the above policies and other policies at the clinical site. I further agree to keep PHI confidential.
- I understand that failure to comply with these policies will result in disciplinary actions.

- I 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 Student

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Parent or Legal Guardian if Student is under 18

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

### Certificate Of Completion

Envelope Id: B99CCE12-BECF-4F7B-98EF-B97E5311F61D	Status: Completed
Subject: Hernando_Complete with Docusign: Addendum to Agreements USF Social Work 3.21.26 (2)_stamp.pdf	
Source Envelope:	
Document Pages: 13	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Yvonne Wallace
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	4202 E Fowler Ave
	Tampa, FL 33620
	ywallace@usf.edu
	IP Address: 47.197.180.169

### Record Tracking

Status: Original	Holder: Yvonne Wallace	Location: DocuSign
3/24/2026 3:19:23 PM	ywallace@usf.edu	

### Signer Events

Patricia Cleveland  
 cleveland@usf.edu  
 Associate Director  
 University of South Florida  
 Security Level: Email, Account Authentication (None), Login with SSO

### Signature



Signature Adoption: Pre-selected Style  
 Using IP Address: 131.247.244.15

### Timestamp

Sent: 3/24/2026 3:27:19 PM  
 Viewed: 3/24/2026 3:37:56 PM  
 Signed: 3/24/2026 3:38:14 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Julianne Serovich  
 jserovich@usf.edu  
 Dean  
 University of South Florida  
 Security Level: Email, Account Authentication (None), Login with SSO

DocuSigned by:  
  
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Signature Adoption: Pre-selected Style  
 Using IP Address: 131.247.244.15

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**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Yvonne Wallace ywallace@usf.edu Director of Field Education USF/School of Social Work Security Level: Email, Account Authentication (None)		Sent: 3/24/2026 3:57:33 PM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Witness Events	Signature	Timestamp
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	3/24/2026 3:57:32 PM
Completed	Security Checked	3/24/2026 3:57:33 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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