

**AGREEMENT BETWEEN THE
STATE OF FLORIDA, DEPARTMENT OF HEALTH,
PASCO COUNTY HEALTH DEPARTMENT, DIETETIC INTERNSHIP
AND
HERNANDO COUNTY SCHOOL BOARD**

THIS AGREEMENT, between the Hernando County School Board ("SCHOOL BOARD") a political subdivision of the State of Florida, with its administrative office located at 919 N. Broad Street, Brooksville, FL 34601, and the State of Florida, Department of Health, Pasco County Health Department, Dietetic Internship, ("DEPARTMENT"), with its administrative office located at 7509 State Road 52, Hudson, FL 34667. DEPARTMENT and SCHOOL BOARD may collectively be referred to as "Parties."

The purpose of this affiliation agreement is to guide and direct a working relationship between the DEPARTMENT and SCHOOL BOARD to coordinate a program for internships within the Food Services Department of the Hernando County School District ("DISTRICT") for the education and training of dietetic interns of the DEPARTMENT ("Program Participants").

DEPARTMENT is an accredited program providing education and training in the field of nutrition and dietetics, subject to applicable accreditation standards set forth by the Accreditation Council for Education in Nutrition and Dietetics.

RECITALS

WHEREAS, the DISTRICT operates a comprehensive school lunch operations and management program which is suitable for internship instruction for Program Participants; and

WHEREAS, the SCHOOL BOARD has agreed to make select facilities available to the DEPARTMENT for such purposes;

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

RESPONSIBILITIES

The DEPARTMENT agrees:

1. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of dietetic interns, and to be responsible for the education program, academic affairs, and assessment of the interns.
2. To work in accordance with all SCHOOL BOARD procedures, policies, protocols, rules, and regulations, knowing that they may be modified from time to time during the term of this agreement, in carrying out the relationship described herein and in making plans for

the observation of and/or supervised practice experiences at the School Board and Hernando County School District. The DEPARTMENT shall abide by all applicable federal, state, and local laws.

3. To provide or assure that students have the necessary, required, and appropriate books, periodicals, and teaching materials for the DEPARTMENT's educational program.
4. To submit to the DISTRICT a schedule indicating the number and names of students who will be participating in supervised practice at the DISTRICT and the name of the DEPARTMENT faculty member who will be indirectly supervising the interns during the interns' rotation at the DISTRICT.
5. To plan assignments and activities in consultation with a representative of the DISTRICT.
6. To designate a contact person for evaluation and scheduling of intern rotations and facilitation of communication between the parties.
7. To provide direct supervision of interns whenever interns are at the DISTRICT or provide indirect supervision of interns engaged in a mutually agreeable practicum experience with a preceptor at the DISTRICT. Pursuant to this agreement, interns will only be assigned to mutually agreeable practicum experiences.
8. To initiate and/or participate in group conferences, as requested by the DISTRICT at mutually agreed upon times, with a designee of the DISTRICT for the purpose of discussing objectives of the learning experiences and intern performance.
9. To ensure interns have professional liability insurance. 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. Interns performing educational rotations are generally not considered to be officers, employees, or agents of the State of Florida when participating in non-state educational rotations and nothing herein shall be considered to be a representation that rotating interns are covered by state self-insurance during the rotation, nor that interns are covered by the DEPARTMENT's sovereign immunity when performing services for the DISTRICT. Additionally, the DEPARTMENT requires each intern to obtain professional liability insurance coverage in an amount not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate, covering the interns' acts and omissions during the term of the internship. The DEPARTMENT and the SCHOOL BOARD are each a political subdivision of the State of Florida and enjoy the privilege of limited sovereign immunity as set forth in Section 768.28, Florida Statutes related to sovereign immunity and limitations on damages arising from actions in tort. Nothing in this Agreement shall be

construed as a waiver of any privilege, defense or immunity afforded by law to any of the parties to this agreement or their respective employees, officers, or agents. It is further understood and agreed by the Parties to this agreement that no officer or employee of either party (SCHOOL BOARD or DEPARTMENT) may be held personally liable except as provided by section 768.28(9), Florida Statutes. 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 BOARD OR DISTRICT, its officers, employees, students, and agents, or any third parties.

10. To assure that interns 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 DEPARTMENT will take steps to assure interns' compliance with any applicable professional standards of practice with respect to patient confidentiality. Procedures will be implemented by the DEPARTMENT 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 DEPARTMENT 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. This paragraph is not applicable to any interns who do not access any confidential information.
11. To advise all Program Participants that prior to entering any Hernando County School or SCHOOL BOARD property, pursuant to section 1012.465 Florida Statutes, they must have Level 2 background screening which consisted of an FDLE/FBI search, completed with the Hernando County School District by submitting a complete set of fingerprints. The cost of this background screening will be borne by the Program Participant.
12. To assure that each Program Participant has on file proof of test or immunizations, prior to beginning their learning experience at the DISTRICT's location. The DISTRICT may request copies of these records from Program Participants to ensure that immunization requirements specific to the DISTRICT are being met.
13. To emphasize to every Program Participant the importance of following DISTRICT's policies and procedures concerning clearance to work at the DISTRICT's location if the Program Participant has any symptoms of illness.
14. To assure that each Program Participant has on file proof of medical insurance. It is understood that the Program Participants participating under this Agreement are not entitled to any benefits or worker's compensation in the event of any injury occurring on the premises of the DISTRICT.

RECITALS

The DISTRICT agrees:

1. To provide Program Participants access to a planned supervised rotation of internship experience for the area(s) of practice/study mutually agreed upon by parties.
2. To provide designated staff members and internship preceptors for interns. Such supervisors will not substitute for or diminish the requirement that the DEPARTMENT provide faculty supervision as set forth above.
3. To designate a contact person for evaluation and scheduling of intern rotations and District of communication between the parties.
4. To make available to the faculty and interns of the DEPARTMENT the DISTRICT as agreed upon by both designated contact persons.
5. To retain overall responsibility for the quantity and quality of food and nutrition services in the DISTRICT.
6. To give the DEPARTMENT five days' notice prior to removing from the FACILITY any interns not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the DISTRICT unless the DISTRICT deems immediate removal necessary, which such removal and determination of immediate necessity shall be at the sole discretion of the DISTRICT.
7. To provide as available the physical facilities, equipment, supplies, and patients to supplement intern education in accordance with the objective of providing a supervised practice experience to dietetic interns. Notwithstanding the foregoing, the DISTRICT 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. To provide orientation for the intern along with necessary information related to the DISTRICT to facilitate a successful learning experience.
9. To provide the DEPARTMENT with written information regarding DISTRICT policies and procedures, and any changes thereof, relevant to the supervised practice rotation.
10. To initiate and/or participate in group conferences, as requested by the DEPARTMENT at mutually agreed upon times, with a designee of the DEPARTMENT for the purpose of discussing objectives of the learning experiences and intern performance.

DEPARTMENT and SCHOOL BOARD Joint Responsibilities

1. The Parties, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement.
2. The DEPARTMENT and DISTRICT agree to jointly define priority learning needs for

Program Participants and establish educational experiences to meet these objectives.

3. The Parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) as codified at 20 U.S.C. 1232; 34 C.F.R. Part 99 and any future regulations promulgated thereunder. The Parties agree not to disclose any personally identifiable information (PII) from any student educational record except as permitted by FERPA.

Request for Withdrawal of DEPARTMENT Program Participants

1. The DISTRICT has the right to request that any Program Participant be withdrawn from its facilities if he/she demonstrates unsafe practice, behavior, or attitudes unacceptable to the administration of the DISTRICT.
2. The DISTRICT has the right to request the DEPARTMENT to withdraw any Program Participant from its facilities whose conduct or work with students or personnel is not, in the sole opinion of the administration of the DISTRICT, in accordance with acceptable standards of performance.
3. The supervisor/preceptor at the DISTRICT site should notify the DEPARTMENT administrative representative for resolution should a problem arise.
4. The DEPARTMENT may at any time withdraw a Program Participant whose progress, conduct, or work does not meet the standards of the program.

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, interns, or employees. Interns shall, at all times, be considered "independent" and shall, under no circumstances, be considered employees of the DISTRICT. 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. The Program Participants shall wear name tags identifying their status with the DEPARTMENT as dietetic interns. Program Participants shall be treated as trainees who have no expectation of receiving compensation or future employment from the DISTRICT.
2. 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.
3. Public Records.

Both parties are governmental entities, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent DEPARTMENT provides SCHOOL BOARD any information which it believes is confidential or exempt, DEPARTMENT shall notify SCHOOL BOARD of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the DEPARTMENT has any obligation to act in agency for the SCHOOL BOARD, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that DEPARTMENT has access to any other confidential information regarding the SCHOOL BOARD (such as security information as contemplated by section 119.071(c), Fla. Stat.), the DEPARTMENT agrees to use reasonable measures to maintain the confidentiality of such information.

To the extent DEPARTMENT maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of this Agreement resulting in immediate termination with no penalty to School Board. DEPARTMENT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

Keep and maintain public records required by the SCHOOL BOARD in order to perform the service under this agreement; and

- a. Upon request from the SCHOOL BOARD's custodian of public records, provide the SCHOOL BOARD 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; and
- b. 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 contract term and following completion of the contract if the DEPARTMENT does not transfer the records to the SCHOOL BOARD; and
- c. Upon completion of the contract, transfer, at no cost, to the SCHOOL BOARD all public records in possession of the DEPARTMENT or keep and maintain public records required by the SCHOOL BOARD to perform the service. If the DEPARTMENT transfers all public records to the School Board upon completion of the contract, the DEPARTMENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DEPARTMENT keeps and maintains public records upon completion of the contract, the DEPARTMENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the SCHOOL BOARD, upon request from the SCHOOL BOARD's custodian

of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'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 or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the DEPARTMENT 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 contract.

4. 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

Kenneth Brown
Purchasing Agent II
Contract Manager
Florida Department of Health in Pasco County
7509 State Road 52, Hudson, FL 34667
727.619.0143
E-mail: Kenneth.Brown@flhealth.gov

For SCHOOL BOARD

Name: Ray Pinder
Title: Superintendent of Schools
School Name: Hernando County School District
Address: 919 North Broad Street, Brooksville, FL 34601
Telephone: 352.797.7001
(Fax): 352.797.7101
E-mail: pinder_r@hcsb.k12.fl.us

Name: Holly Longo
Title: Director of Food and Nutrition Services
School Name: Hernando County School District

Address: 8050 Mobley Road
Telephone: 352-797-7028
(Fax): 352-797-7128
E-mail: Longo_h@hcsb.k12.fl.us

5. Term and Renewal. Unless terminated earlier as provided herein, the term of this agreement shall be for a three (3) year term, beginning September 23, 2025, or the latest date of signature by the parties, 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.
6. 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.
7. No Exclusive Remedy. Except as set forth herein, all remedies, rights and obligations contained in this Agreement shall be cumulative and none of them shall limit or preclude any remedy or right available under this Agreement or at law or in equity
8. 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.
9. 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 Hernando County, Florida. In the event of a dispute, each Party is responsible for their own attorney's fees and costs.
10. 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.
11. 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.
12. Cooperation with the Inspector General: SCHOOL BOARD and DEPARTMENT

acknowledge and understand that each 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.

13. 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 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, a 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 academic years that fall under the term of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties approve this agreement and have caused it to be executed by their undersigned officials who are duly authorized.

HERNANDO COUNTY SCHOOL BOARD

By: _____
Shannon Rodriguez, Board Chair

Date: _____

ATTEST:

By: _____
Ray Pinder, Superintendent

Date: _____

STATE OF FLORIDA
DEPARTMENT OF HEALTH
PASCO COUNTY HEALTH
DEPARTMENT

Signature: _____

Name: Trang L. Chitakone

Title: Administrator, Health Officer

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD

4:51 pm, 09/05/2025