



## EXHIBIT "F"

OFFICE OF THE PRESIDENT

Item 5.2.4

PRESENT TO BOARD: JUNE 25, 2025

TO: SOUTH FLORIDA STATE COLLEGE  
DISTRICT BOARD OF TRUSTEES

FROM: FRED HAWKINS 

SUBJECT: AFFILIATION AGREEMENT – DWYER WORKFORCE DEVELOPMENT

Approval is requested to enter into a **new** agreement between Dwyer Workforce Development South Florida State College. This training partnership will support the preparation of CNA students for entry into the workforce and serve as a pathway to additional academic and career advancement opportunities.

**SUGGESTED MOTION:**

**Move to approve the agreement between Dwyer Workforce Development and South Florida State College as presented.**

**CERTIFIED NURSE AIDE TRAINING PARTNER AGREEMENT  
BETWEEN  
South Florida State College  
AND  
DWYER WORKFORCE DEVELOPMENT**

**I. INTRODUCTION**

This Certified Nurse Aide Training Partner Agreement (this “Agreement”) is entered into between Dwyer Workforce Development on behalf of itself and its affiliates (“**DWYER WORKFORCE DEVELOPMENT**”), with an address of 2455 House Street, 6<sup>th</sup> Floor, Baltimore, MD 21230, and the South Florida State College, a public healthcare training institution, whose main office address is at 600 West College Drive, Avon Park, FL 33825 each referred to as a “Party” and collectively referred to herein as the “Parties.”

**II. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The purpose of this Agreement is to formalize the partnering between South Florida State College and Dwyer Workforce Development to develop and maintain a program (the “Program”) for the Certified Nurse Aide training.

***Certified Nurse Aide Training Program Description***

The 165 -hour Nursing Assistant program is designed to provide the student with the academic knowledge, practical skills, and didactic background required to serve as a healthcare worker. Students who complete the course work will receive a certificate of completion in Certified Nurse Aide Training from South Florida State College and will also be eligible to take the Florida Certified Nursing Assistant Competency Exam. Students in this program partnership with Dwyer Workforce Development are referred to as Dwyer Scholars.

**DESCRIBE YOUR PROGRAM IN DETAIL HERE:**

Nursing assistants work under the supervision of a licensed practical nurse (LPN) or registered nurse (RN) to assist patients with personal care, mobility, nutrition, hydration, maintaining a safe environment, and collecting basic patient data. They are employed by outpatient clinics, hospitals, and long-term care facilities.

Upon successful completion of this course, you will earn 90 hours of Introduction to Health Care and 75 hours of Nursing Assistant, thus acquiring the technical and academic knowledge needed for taking the state certification exam, employability, and for further education advancement in health science careers.

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The student will be able to work in Nursing Facilities, Assisted Living Centers, Outpatient Rehab Centers, Inpatient Rehab Centers, Community-Based Alternative Facilities, and various hospital departments, although South Florida State College understands that Dwyer Workforce Development strongly encourages job placement in senior care facilities. Upon completing the program, students will learn the basics of patient care, such as activities of daily living, hygiene, and grooming needs, restorative care, and personal care skills, such as vital signs, feeding, and skin care.

All instructors are Licensed Practical or Registered Nurses as approved by Florida Board of Nursing to teach the Nursing Assistant

The target class size is 12 - 15 students per day and evening classes.

Upon completion of the program, a graduation and awards ceremony will be held. Graduates receive diplomas, awards, etc. All graduates are encouraged to attend a CNA state board exam review. Graduates are also advised to take their CNA exam as soon as possible at the appropriate State Testing Sites. South Florida State College is ☐ or is not ☐ a State Test Center.

### III. SCOPE OF SERVICES

#### A. RESPONSIBILITIES OF South Florida State College

\_\_\_\_\_ agrees to:

- i. Identify and/or develop courses that align with curriculum map and provide a pathway for each student.
- ii. Lead recruitment efforts by allowing Dwyer Workforce Development to be named as Training Partner on job posting, shared marketing collaterals with South Florida State College and Dwyer Workforce Development and coordinating information sessions with recruitment team.
- iii. Align Nursing Assistant Program academic goals with the CNA role by reviewing and approving the Program plans in advance of the Program start.
- iv. Confirm Program readiness of applicants.

- v. Refer to all DWD partner students as Dwyer Scholars.
- vi. Ensure all students are scheduled for and enrolled in appropriate classes and appropriate credit/s is/are given where applicable.
- vii. Lead the Program kick-off orientation session and Program closing events.
- viii. Provide programs, soft skills/professional skills resources, and supports that students can utilize in addition to class time to ensure no overlap of Program curriculum content.
- ix. Dedicate staff member(s) to ensure successful Program management and delivery by coordinating communications with students, point of contact, and other partner organization(s). This should include the following:
  1. Initial one-on-one appointment with each new student to develop an integrated education and career plan that aligns with the Program and the student's individual career goals.
  2. Assist students in Certified Nurse Aide training schedule and course content.
  3. Participate in check-in meetings with Dwyer Workforce Development to discuss students' progress, current standing, issues and/or concerns bi-weekly and/or as needed.
  4. Input all student's information into an appropriate data management system and track student data.
  5. Assign a Departmental point person to Dwyer Workforce Development.
  6. Proactively raise concerns with Dwyer Workforce Development to address any high-risk or concerning student situations, (i.e. academic, personal, and/or professional) by communicating with designated partners.
    - Complete Dwyer Workforce Development's established students' status report on an as needed basis as it applies to the college partnership.
    - Work with Dwyer Workforce Development on an intervention plan as necessary with applicable parties.

## **B. RESPONSIBILITIES OF DWYER WORKFORCE DEVELOPMENT**

**Dwyer Workforce Development** agrees to:

- i. Collaborate with South Florida State College about the delivery of all Program activities, including internal quality control processes and procedures.

- ii. Participate in barrier screening and determining eligibility and suitability of all Program participants.
- iii. Support recruitment efforts by allowing Dwyer Workforce Development \_\_\_\_\_ to be named as Training Partner on shared marketing collaterals to underserved students with South Florida State College \_\_\_\_\_.
- iv. Confirm Program calendar and curriculum in conjunction with college staff \_\_\_\_\_
- v. Serve as primary liaison with Dwyer Workforce Development \_\_\_\_\_ managers and external partners.
- vi. Provide feedback on the Certified Nursing Aide standards, as needed.
- vii. Oversee Program orientation with the college \_\_\_\_\_, as needed.
- viii. Schedule bi-weekly check-ins with the college \_\_\_\_\_.

#### IV. RELATIONSHIP POINTS OF CONTACT

The primary point of contact for routine administration of this Agreement is Kathleen Cappo, Dean for South Florida State College \_\_\_\_\_ and Maria Darby, COO, for Dwyer Workforce Development. Either Party may designate a substitute point of contact by providing written notice to the other Party of the change. Points of contact are distinct from the contact points for Legal Notices set forth hereinafter.

#### V. DURATION OF THIS AGREEMENT

This Agreement for a pilot initiative shall commence on April 28, 2025, and end after 50 - 100 Dwyer Scholars have completed and achieved Certified Nursing Aide Certification, unless earlier terminated as provided in Section VII below. Parties shall review Florida \_\_\_\_\_ Dwyer Scholar CNA exam passage every 3 \_\_\_\_\_ months to evaluate the initiative and determine if the partnership is meeting its goals. The benchmark is a minimum of an 80 \_\_\_\_\_% CNA exam passage rate.

#### VI. AMENDMENTS AND MODIFICATIONS

This Agreement may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications should be dated and signed by the authorized representatives of the Parties.

## **VII. CONSISTENT WITH LAW**

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

The Parties recognize that the student educational records are protected by the Family Educational Rights and Privacy Act (“FERPA”). FERPA permits disclosure of student “educational records” to “school officials” that have a “legitimate educational interest” in the information. In accordance with FERPA, the College/University can designate other entities, including vendors and consultants, as “other school officials.” For purpose of this Agreement only, Dwyer Workforce Development is determined to fall within the category of and shall be a “school official.” Neither Party, their agents, nor their assignees shall disclose student educational records to any third party, except with the prior written consent of the student (or parent, where applicable) and as permitted by law. Approved re-disclosures to third parties shall not exceed the purpose for original disclosure. Further, should Dwyer Workforce Development, disclose student educational records, Dwyer Workforce Development is obligated to maintain a list of entities, agencies, or organizations to whom the records were disclosed, identifying which records were disclosed and the purpose for each disclosure.

Any disclosures made shall comply with South Florida State College’s definition of “legitimate educational interest.” The Parties agree and warrant that they shall use student educational records solely to accomplish their obligations hereunder and under the Program and solely in a manner and for purposes consistent with the terms and conditions of this Agreement, the Program and South Florida State College policies and procedures. The Parties agree to take appropriate legal action against any unauthorized use or disclosure of any student educational record.

The Parties agree to comply with all applicable Federal and State statutes that prohibit discrimination. The Parties certify that all persons employed by, and students served by the Parties shall be treated equally without regard to race, religion, ancestry, national origin, sex, age, disability, marital status, political affiliation, or beliefs.

## **VIII. INDEMNITY; INSURANCE**

To the extent permitted by law, each Party (the “Indemnitor”) agrees to indemnify, defend and hold harmless the other Party, its clients, affiliates, successors and assigns and each of their respective officers, directors, employees, agents and servants (collectively, the “Indemnitees”) from and against all damages, liabilities, penalties, fines, losses, costs



and expenses including reasonable attorneys' fees arising from or relating to any third-party claim or allegation (collectively "Claims") relating to: (a) the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's subcontractors, employees, or representatives; (b) the breach of any term, covenant, or obligation contained in this Agreement by the Indemnitor, its subcontractors, employees or representatives; (c) bodily injury, death or damage to tangible property sustained as a result of the acts or omissions of the Indemnitor, its subcontractors, employees or representatives, and (d) the non-payment or late payment of taxes or other charges for which the Indemnitor is responsible or failed to pay in a timely manner. Notwithstanding the foregoing, an Indemnitor's obligation to indemnify an Indemnitee, shall be limited to the same extent that the Indemnitee's obligations may be prohibited by law, if the circumstances giving rise to the indemnification obligation were such that the Indemnitee were obligated to be the Indemnitor hereunder.

The Parties shall maintain insurance coverage, at such Party's own expense, which is customary and adequate to address such Party's risks and responsibilities hereunder. Each Party shall furnish a certificate of insurance evidencing such insurance coverage upon request of the other Party.

## **IX. TERMINATION**

Either Party may terminate this Agreement for such Party's convenience in whole or in part by giving 10 calendar days advance written notice to the other Party; provided however, any student enrollment in classes which is then in effect shall continue with respect to that student until such classes are complete.

Either party may terminate this Agreement upon 5 days' prior written notice in the event of a material breach of this Agreement, unless such material breach is remedied within such five (5) day period, provided the same is capable of being remedied within five (5) days, or else, within a reasonable time thereafter, as the parties may reasonably agree.

In the event a Party (i) becomes insolvent or is believed to be unable to perform hereunder, (ii) breaches or defaults hereunder and such breach or default is not able to be cured, or (iii) in the event such Party does not cure a material breach or default hereunder which is capable of cure as provided in this Article IX, the non-defaulting Party shall have the right to terminate this Agreement upon 1 business days prior written notice.

## **X. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other Party that:

Such Party is duly organized, validly existing, has full and adequate power to own its property and conduct its business as now conducted, is in good standing and duly licensed, and has procured all necessary licenses, registrations, approvals, consents, and any other communications in each jurisdiction as required to enable each Party to perform its obligations under this Agreement.

The execution, delivery and performance of this Agreement by such Party and the performance by such Party of the transactions contemplated in this Agreement have been duly and validly authorized by all necessary action, corporate or otherwise, on its part, and this Agreement constitutes the valid, legal and binding obligation of such Party.

Such Party is not and will not be subject to any agreement or other constraint that does, would, or with the passage of time would, prohibit or restrict such Party's right or ability to enter, or carry out, its obligations hereunder.

Each Party has the qualifications and the ability to perform hereunder in a professional manner without the advice, control, or supervision of the other Party.

Each Party possesses all the Intellectual Property Rights necessary for such Party's performance hereunder and such Party's performance or creation of any materials hereunder do or shall infringe any Intellectual Property Rights or other proprietary rights of any third party or misappropriate any trade secret of any third party;

Each Party's performance hereunder does not and shall not violate any applicable law, rule, or regulation; and

Each Party shall at a minimum maintain reasonable and customary security measures (i.e., physically, electronically, or otherwise) to protect Confidential Information in its possession from disclosure or breach, unless a higher standard is required by virtue of applicable law governing a Party's business operations or performance hereunder, in which case, such more stringent standard shall apply.

## **XI. BACKGROUND CHECKS**

Each Party shall perform customary background checks of its employees, independent contractors and other personnel performing hereunder in accordance with applicable law.

## **XII. NO PUBLICITY**



A party shall not use the other Party's name or trademark in any advertising, written sales promotion, press releases or other publicity matters relating to this Agreement without the other Party's written email consent, which shall not be unreasonably withheld.

### **XIII. LEGAL NOTICES**

The following individuals are the contact points for each Party:

*For the Company:*

Barb Clapp and Maria Darby  
Chief Executive Officer / Chief Operating Officer  
Dwyer Workforce Development  
2455 House Street, 6<sup>th</sup> Floor, Baltimore, MD 21230  
bclapp@dwyerworkforcedev.org  
mdarby@dwyerworkforcedev.org

*For* South Florida State College \_\_\_\_\_:  
Name: Mr. Fred Hawkins  
Title: President  
South Florida State College  
Address: 600 West College Drive  
Address: Avon Park, FL 33825  
Email: Fred.Hawkins@southflorida.edu

### **XIV. CONFIDENTIAL INFORMATION**

The Parties may disclose ("Discloser") certain Confidential Information (defined below) which may include personal data to the other (the "Recipient").

"Confidential Information" means all written or verbal information provided by Discloser to Recipient concerning Discloser or its business, products or services that is not generally known to the public or that a reasonable person would consider confidential from the nature of the information and circumstances of disclosure, including, without limitation, (a) information relating to Discloser's business affairs, customers, vendors, trade secrets, prices, products, services, accounting, marketing, finances, business systems and computer programs, (b) information that constitutes personal data, and (c) any other information designated as confidential by Discloser at the time of disclosure. Except where expressly provided to the contrary, the meaning of the words "Confidential

Information” shall be taken to include personal data or sensitive personal data as defined under DP Laws (defined below).

“DP Laws” means applicable data protection laws relating to the processing of personal data of individuals including: (a) EU Data Protection Directive 95/46/EC (“DP Directive”) as implemented by EU member states; (b) the General Data Protection Regulation (EU) 2016/679 (“GDPR”) from 25 May 2018; (c) laws implemented by EU member states which contain exemptions to the GDPR or supplement the GDPR; (d) Directive 2002/58/EC (“ePrivacy Directive”) as implemented by EU member states or in the UK (as applicable); (e) any legislation that replaces the GDPR, ePrivacy Directive, or any other law relating to data protection or the processing of personal data and privacy; and (e) any equivalent national laws or regulations including any amendment, update, modification or re-enactment of these laws.

The terms “controller”, “processor”, “data subject”, “personal data”, “processing” and “special categories of personal data” shall all have the meanings given to those terms in the DP Directive or GDPR as applicable (and related terms such as “process” shall have corresponding meanings).

Exclusions. Confidential Information does not include information which was known to Recipient before disclosure by Discloser; or which is or becomes information within the public domain (through no fault of Recipient); or which is independently developed by Recipient without any use of or reference to the Confidential Information of Discloser; which is rightfully received by Recipient from third parties not subject to an obligation of confidence to Discloser; or the release of which is approved by Discloser in writing; or is a non-exempt public record under Florida Law.

Further Disclosure. If Recipient or any of its representatives are required or requested (by legal process, civil investigative demand, or similar process) to disclose any Confidential Information, Recipient will, to the extent permitted by law, promptly notify Discloser so that Discloser may seek an appropriate protective order at Discloser’s sole cost and expense or waive compliance with this Agreement. If a protective order or other remedy is not obtained by the date that Recipient must comply with the request, or if Discloser waives compliance with the provisions of this Agreement, Recipient agrees to furnish only that portion of the Confidential Information and other information which is legally required in the reasonable opinion of its counsel (and, to the extent permitted, agreed to by Discloser’s counsel).

Internal Purpose. Recipient agrees that any Confidential Information disclosed to it will be used solely for its internal purpose and will not disclose any portion of the Confidential Information to any person, other than to employees, officers, directors,

contractors, and agents who are bound in writing in confidence with Recipient or by virtue of the relationship (i.e., attorney-client privilege) on terms and conditions no less restrictive than the terms and conditions of this Agreement and on a need-to-know basis. Each party undertakes to protect from public disclosure all Confidential Information of the other party in its possession. The recipient shall keep this Confidential Information secure using means substantially similar to those used to protect its own Confidential Information, but the means must be no less than reasonable. Recipient shall not disclose to any third party any Confidential Information, not permit any third party to have access to the Confidential Information, and not use the Confidential Information for any purpose that will breach confidentiality or violate ownership rights without the prior written consent of Discloser, except as specified above. Any approved disclosure to a third party must only be made if it agrees to treat the information as confidential and proprietary or as otherwise required by law.

Ownership. All Confidential Information in whatever form (including, without limitation, documents, drawings, sketches, copies, notes, analyses, plans, drafts, schematics, and designs) remains the property of Discloser. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement or any disclosure hereunder, except for the right to use the information in accordance with this Agreement.

Return of Confidential Information. Upon conclusion of business, Recipient shall (a) immediately deliver to Discloser or destroy all the materials and things embodying any of the Confidential Information and certify the same in writing in a form reasonably requested by Discloser, (b) not retain any copies or reproductions, other than those retained in the ordinary course of Recipient's computer systems backup or as required to comply with legal obligations of Recipient, and (c) not dispose of any of the materials and things or copies or reproductions of them to any third party other than as required by law.

## **XV. DATA PRIVACY**

Each party shall comply with all applicable data privacy laws, including FERPA with respect to activities hereunder and certifies that it has implemented and currently maintains an effective information security program that includes appropriate technical, organizational, administrative, physical and other safeguards designed to (a) ensure the security and confidentiality of Confidential Information; (b) protect against any threats or hazards to the security or integrity of Confidential Information, (c) prevent unauthorized destruction, modification, disclosure or use of Confidential Information, and (d) prevent accidental loss of or damage to Confidential Information.

The Parties agree that access to Personal Information of Dwyer Workforce Development or a Dwyer Workforce Development client during the performance of this Agreement shall not be provided unless required necessary for performance hereunder. The Parties shall reasonably cooperate to cause any subcontractors and/or affiliates to execute and implement all other mutually agreed documentation and agreements to safeguard and protect Personal Information in accordance with all data privacy laws, including all laws concerning data protection, and security laws applicable to Dwyer Workforce Development and Supplier.

South Florida State College shall only use, or process Personal Information supplied by or on behalf of Dwyer Workforce Development in connection with South Florida State College's performance hereunder: (a) solely on behalf of Dwyer Workforce Development, and (b) for Dwyer Workforce Development's purposes.

South Florida State College shall notify Dwyer Workforce Development immediately, but in no event more than twenty-four (24) hours after learning that unauthorized exposure to, disclosure of, or breach in the security of Confidential Information may have occurred or is reasonably suspected (a "Security Incident"). In addition, South Florida State College shall, at South Florida State College's own cost and expense, promptly provide detailed information about the Security Incident to Dwyer Workforce Development, cooperate fully in Dwyer Workforce Development's investigation of and response to such Security Incident, and take steps acceptable to Dwyer Workforce Development in Dwyer Workforce Development's reasonable discretion to prevent a recurrence of any such Security Incident.

In the event either Party, or its affiliate or subsidiary, is functioning as a Covered Entity under applicable law, and the other Party shall be permitted access to "PHI" as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA"), as amended, the Parties shall execute an appropriate business associate agreement and abide thereby.



## **XVII. NO ASSIGNMENT OR SUBCONTRACT**

Neither Party shall assign, transfer, or subcontract this Agreement or all or any portion of the Services or delegate any of its duties hereunder without the other Party's express prior written consent; provided, Dwyer Workforce Development may assign this Agreement to an affiliate. Any assignment in contravention of this provision shall be null and void. This Agreement will be binding on all permitted assignees and successors in interest

## **XVIII. MISCELLANEOUS**

By executing this Agreement, each Party represents to the other Party that it is authorized to enter into this Agreement, that the person signing on its behalf is duly authorized to execute this Agreement, and that no other signatures are necessary. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between the Parties except as expressly stated herein. This Agreement is made for the benefit of the Parties hereto and not for the benefit of any third party.

The terms of this Agreement which contemplate performance after termination will survive termination, including the following Sections regarding Termination, this section on survival, Representations and Warranties, Indemnification, Confidential Information and Data Privacy. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Signatures may be transmitted by PDF and will be deemed original. This Agreement contains the entire agreement of the parties regarding the subject matter described herein. The provisions of this Agreement may not be amended, except by an agreement in writing signed by authorized representatives of both parties.

The continued employment of the employees, including apprentices hereunder, shall be conditional on the fulfillment of the employment conditions including background verification, blood tests and performance reviews.

No modification or amendment to this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Parties.

## **XIX. FISCAL ARRANGEMENT**


Proposed or possible funding sources include the following: Dwyer Workforce Development, local Workforce Boards, government, or local grants, and/or third-party funders. The cost per participant is \$1696.10, which includes the following detailed costs: Tuition: \$1315.94, Fees: \$380.16 (Registration, Books, Supplies, Parking, Student ID) for each participant. DWD will be invoiced for all participants that DWD is funding that successfully completes the first full week of classes. The Nursing Assistant Program will do all it can to ensure that these participants successfully complete the entire Certified Nurse Aide program and complete the enrollment process that allows them to sign-up for the CNA licensure exam.

[Signatures on the following page]

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IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DWYER WORKFORCE DEVELOPMENT:

DocuSigned by:  
  
B4B5E77C60D94A9...  
Name: Barb Clapp  
Title: CEO

4/24/2025  
\_\_\_\_\_  
Date

SOUTH FLORIDA STATE COLLEGE \_\_\_\_\_:

Signed by:  
  
BC6C56289AE7403...  
Name: Fred Hawkins  
Title: CEO/President

4/28/2025  
\_\_\_\_\_  
Date