

**AFFILIATION AGREEMENT  
BETWEEN  
BARRY UNIVERSITY, INC.  
AND  
THE SCHOOL BOARD OF CLAY COUNTY**

This affiliation agreement (“Agreement”), entered into between Barry University, Inc., an educational corporation of the State of Florida, located at 11300 Northeast Second Avenue, Miami Shores, Florida 33161 (“University”) and *School Board of Clay County, ESE Department, 23 S. Green Street Green Cove Springs, Fl 32043* (“Agency”).

WITNESSETH

Whereas, University offers an occupational therapy educational program (“Program”);

Whereas, fieldwork experience is a required and integral component of the Program;

Whereas, University desires that the students enrolled in its program have the benefits of Occupational Therapy clinical educational opportunities available at the Agency during the fieldwork experience phase of the program;

Whereas, the Agency and the University desire to enter into an agreement which will formalize their understanding pursuant to which students enrolled in the University program will receive education and instruction at the agency; and

Whereas, this mutual cooperation leads to the common objective of excellence in Occupational Therapy practice.

In consideration of the mutual covenants, agreements, and obligations contained herein, both parties hereto agree as follows:

A. The University agrees as follows.

1. To assume full responsibility for and control of the planning and execution of the Occupational Therapy education program through members of the faculty as established by the American Occupational Therapy Association.

2. To provide an Occupational Therapy Fieldwork coordinator to monitor Occupational Therapy student status and to establish and maintain ongoing communication with the Agency throughout the placement process at the Agency.

3. To engage in cooperative planning with the Agency, at a time mutually agreed upon, for the selection and assignment of a student, including the name of the student, level of academic preparation, and length and dates of the fieldwork experience.

4. To assign only such students who have satisfactorily completed the prerequisite didactic portion of the program and are in good standing with the University.

5. To assign only such students who are in good health at the time of reporting to the Agency and to verify such information only with the written consent of the student.

6. To require students and faculty members (collectively referred to as “Program Participants”) to comply with rules and regulations of the Agency; that should the Agency request to withdraw or dismiss a student or other Program Participant from the Agency when his/her clinical performance is unsatisfactory to Agency or his/her behavior, in Agency discretion, is disruptive or detrimental to Agency and/or its patients. In such an event, the Agency may, in its sole discretion, remove said Program Participant immediately and the Agency shall request a conference with representatives of the University to determine an appropriate course of action to resolve the problem. If the results of the conference determine said Program Participant to be reinstated, then reinstatement shall occur immediately. It is understood that only the University can dismiss, or remove the Program Participant from the Program.

7. To require Program Participants to be responsible for their own medical care while in the performance of their duties at the Agency.

8. To require each Program Participant to maintain personal professional liability insurance.

9. To reserve the right to discontinue the placement of students if the Agency does not meet the professional educational requirements of the University.

10. To maintain for the University and its faculty during the term of the Agreement professional liability insurance with a single limit of liability of no less than One Million Dollars (\$1,000,000).

11. To indemnify and hold harmless the Agency from any and all claims, liabilities, and causes of action arising out of negligence of the University in connection with the operation under this Agreement. The University shall pay all claims and losses of any nature whatsoever which result from its negligence.

B. The Agency agrees as follows.

1. To maintain a qualified and licensed Occupational Therapy staff sufficient to guarantee adequate Occupational Therapy services apart from student assignments.

2. To provide supervision, physical facilities and equipment necessary for the fieldwork experience;

3. Insofar as possible, make available to Program Participants library facilities, appropriate records and equipment, conference space and reasonable study and storage space.

4. To provide for the orientation of faculty members to the Agency, make available all pertinent policies, rules and regulations.

5. To follow the University disciplinary action process stated in A.6. should any student not meet the standards of the Agency.

6. To evaluate the performance of the assigned student utilizing the evaluation form developed by the American Occupational Therapy Association and supplied by the University.

7. To provide emergency treatment of Program Participants as provided for their employees. Program Participants shall be financially responsible for the cost of such care.

8. To indemnify and hold harmless the University, its students, employees, and, trustees from any and all claims, liabilities, causes of action arising out of negligence of the Agency, its employees, agents, independent contractors, or officers in connection with the operation of this Agreement. The Agency shall pay all claims and losses of any nature whatsoever which result from such negligence.

C. Both Parties agree as follows.

1. To meet to coordinate requests for student placement at the Agency.

2. To plan conferences between appropriate personnel when problems arise involving the safety of patients, Agency staff, or Program Participants.

3. To inform the other of changes in personnel, curriculum or the availability of learning opportunities prior to the affiliation assignment, or as early as is feasible.

4. That although each student's individual action will be within the supervision and responsibility of the University faculty, the Agency personnel shall be responsible for the overall supervision of the Occupational Therapy care of the patients to whom the students are assigned.

5. That this Agreement contains the entire Agreement of the parties, and that all changes shall be in writing and signed by both parties.

6. That the effective date of the Agreement is: January 5, 2017.

7. That this Agreement shall continue from year-to-year unless either party provides written notification of desire to terminate no less than sixty (60) days in advance of the anniversary date of this Agreement. The Agreement shall not be canceled in full until all students currently enrolled and scheduled for experiences in the Agency have completed the prearranged period.

The parties hereto have executed this Agreement by their duly authorized officers.

**Barry University, Inc.**

By: \_\_\_\_\_  
Name: Dr. John Murray  
Title: Provost

**The School Board of Clay County**

By: \_\_\_\_\_  
Name: Janice Kerekes  
Title: Chairman of the Board

By: \_\_\_\_\_  
Name: Terry D. Roth  
Title: Director ESE and Student Services