

**JACKSONVILLE UNIVERSITY
BROOKS REHABILITATION COLLEGE OF HEALTHCARE SCIENCES**

**CLINICAL AFFILIATION AGREEMENT
WITH
THE SCHOOL BOARD OF CLAY COUNTY**

This Affiliation Agreement (the “Agreement”) is executed and delivered and shall be effective as of this 22nd day of February , 2016, by and among the Brooks Rehabilitation College of Health Sciences, Clinical Mental Health Counseling Program for **Jacksonville University** (the “University”) and **The School Board of Clay County** (the “Clinical Site”).

RECITALS

A. The University and the Clinical Site are interested in furthering and enhancing the education of approved graduate students in the Clinical Mental Health Counseling Program;

B. The University and the Clinical Site desire to reach an affiliation agreement for the purpose of furthering and enhancing graduate education in Clinical Mental Health Counseling; and

NOW THEREFORE, the University and Clinical Site agree to participate in a cooperative program of instruction (the “Clinical Site Program”) for the graduate Clinical Mental Health Counseling students of the University as follows:

Section 1. University Obligations:

(a) Prior to the beginning of the clinical experience, the University will provide to the Clinical Site the name(s) of the graduate students who have been approved by University’s Clinical Mental Health Counseling Program faculty to participate in the Clinical Site Program, including information on the days and hours to which these students are available to participate in the Clinical Site Program.

(b) The University will identify members of the University's Clinical Mental Health Counseling Program faculty who will be responsible for supervision and instruction of graduate Clinical Mental Health Counseling students participating in the Clinical Site Program.

(c) The number of graduate students to be assigned to the Clinical Site will be determined by the Clinical Site supervisor in collaboration with the University's Clinical Mental Health Counseling faculty supervisor, but will not exceed 12 students per year.

(d) The University will work with the Clinical Site supervisor to assign the education of Clinical Mental Health Counseling students and provide information to the Clinical Site staff on the attendance policy, student responsibilities, site supervisor expectations, and other responsibilities of participation in the Clinical Site Program.

(e) The University will enforce such rules and regulations governing the education of the Clinical Mental Health Counseling students and their conduct as may be promulgated by the Clinical Site.

(f) The University will assure that each student satisfies the requirements for health examinations and such other medical and protective measures, policies and certifications, as the Clinical Site may deem necessary.

(g) The University will provide curriculum materials related to the Clinical Site Program to the student.

(h) The University shall conduct background checks, for each student participating in the Clinical Site Program.

(i) The University shall maintain professional insurance and general comprehensive liability insurance with each policy providing coverage for occurrences during the term of this Agreement with limits no less than \$1,000,000 per occurrence and \$5,000,000 annual aggregate, covering the

University, the University's faculty members and students. The University also shall maintain workers' compensation insurance, as required by Florida law, insuring against injury to the University's employees. Upon reasonable request, the University shall provide satisfactory evidence of insurance as required by this Agreement.

Section 2. Clinical Site Obligations:

(a) The Clinical Site shares in the responsibility for the education, guidance and supervision of graduate Clinical Mental Health Counseling students participating in the Clinical Site Program.

(b) The Clinical Site will coordinate, in collaboration with the University, the schedules and activities of participating students in such a manner as to prevent conflict of schedules in the planned learning experience in Clinical Mental Health Counseling. This coordination involves planning with the University's Clinical Mental Health Counseling Program faculty supervisor for the assignment of students to specific projects and experiences in the aspects of education and/or healthcare provided by the Clinical Site, including attendance at selected conferences, clinics, courses and programs conducted under the direction of the Clinical Site.

(c) The Clinical Site will provide orientation on the Clinical Site's operations to the University's Clinical Mental Health Counseling Program faculty supervisor and students before students are placed at the Clinical Site.

(d) The Clinical Site will provide sufficient staffing to ensure that clients receive safe and effective care in areas in which students participate as part of the Clinical Program.

(e) The Clinical Site, at all times, retains responsibility for client care regardless of students who might be assigned by the Clinical Site to deliver aspects of care to specific clients.

(f) To the extent reasonably feasible, the Clinical Site shall provide reasonable classroom space, office space, and storage space for participating.

(g) The Clinical Site shall permit, upon reasonable request, the inspection of its clinical and other facilities by agencies charged with accreditation of the University's educational programs.

(h) The Clinical Site shall maintain professional insurance and general comprehensive liability insurance with each policy providing coverage for occurrences during the term of this Agreement with limits no less than \$1,000,000 per occurrence and \$5,000,000 annual aggregate. The Clinical Site also shall maintain workers' compensation insurance, as required by the law of the State where the Clinical Site is located, insuring against injuries to the Clinical Site's employees. Upon reasonable request, the Clinical Site shall provide satisfactory evidence of insurance as required in this Agreement.

Section 3. Withdrawal of Student:

(a) On request by the Clinical Site, the University will withdraw any student from the Clinical Site if such further participation by such faculty member, staff or student in the Clinical Site Program is disruptive or detrimental or a student's performance is not satisfactory.

(b) On request by the University, the Clinical Site will allow withdraw of any student from the Clinical Site if such further participation by such student in the Clinical Site Program is compromised due to violation of the Clinical Site's obligations, as defined in Section 2 above.

Section 4. Compliance and Confidentiality:

(a) At all times, the University and the Clinical Site, and their respective agents and employees, shall comply with all State, local and federal laws, rules and regulations in the performance of this Agreement, specifically including requirements of the Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated there under.

(b) At all times, the University and the Clinical Site, and their respective agents and employees, shall maintain patient confidentiality as required by State and federal law. The Clinical Site may require students and faculty supervisors to sign a Business Associate Agreement [confirm this Agreement exists – confirm title matches name of Agreement] pursuant to requirements of HIPAA and consistent with the Clinical Site’s policies and procedures.

Section 5. Nature of Agreement:

This Agreement is not intended to be a partnership agreement, joint venture agreement or employment agreement. The parties are independently contracting with one another to provide educational opportunities as described above. The employees and agents of one party shall not be considered to be the employees or agents of the other party. Neither party is authorized to act for or bind the other party. Each party is fully responsible for the actions, acts and omissions of its own employees and agents, but is not responsible for the actions, acts or omissions of the other party.

Section 6. Term and Termination of Agreement:

(a) The term of this Agreement (the “Term”) shall commence on the Effective Date as defined above and shall end one (1) calendar year from the Effective Date. The Term shall automatically renew each year for one (1) calendar year term unless either party gives notice of non-renewal at least sixty (60) days before the end of the Term. However, students participating at the Clinical Site at the time of termination will be allowed to complete their participation in the Clinical Site Program through the remainder of the academic semester.

(b) Either party to this Agreement may terminate this Agreement at any time and for any reason, with or without cause, by giving at least sixty (60) days written notice of termination. However, students participating at the Clinical Site at the time of termination will be allowed to complete their participation in the program through the remainder of the academic semester.

Section 7. Indemnification:

The parties to this Agreement each indemnify and hold each other (including their respective trustees, directors, officers and employees) harmless, to the extent that the party seeking indemnification is not insured, for all claims, demands, causes of action, and lawsuits against one another, including all attorney's fees, costs, and damages incurred as a result of such a claim, demand, cause of action or lawsuit, by any third party alleging any act, omission, tort, or negligence arising out of or otherwise relating to this Agreement or either party's services, operations, actions or inactions.

Section 8. Governing Law and Venue:

(a) This Agreement shall not be construed for or against either party based on which party may have drafted all or part of the Agreement.

(b) This Agreement shall be construed under and governed by the law of State of Florida.

(c) The parties agree that any action arising out of or in connection with this Agreement shall be taken to mediation prior to litigation in a state court of competent jurisdiction in Duval County, Florida or in the United States District Court for the Middle District of Florida, Jacksonville Division.

Section 9. Entire Agreement and Amendments:

This Agreement is the entire agreement between the parties. This Agreement may not be modified, amended or otherwise changed in any manner except in writing executed by both parties.

Section 10. Effective Date of Agreement:

This Agreement is effective on 22nd day of February, 2016
(referred to as the "Effective Date").

JACKSONVILLE UNIVERSITY



Signature

BY: David Healy

Its: CFO

Date: January 19, 2016

THE SCHOOL BOARD OF CLAY COUNTY

Signature

BY: _____

Its: _____

Date: _____