

**JACKSONVILLE  
UNIVERSITY  
College of Health Sciences  
Department of Communication Sciences and Disorders**

**CLINICAL PRACTICUM SITE AFFILIATION  
AGREEMENT WITH  
THE SCHOOL BOARD OF  
CLAY COUNTY, FLORIDA**

By this agreement (the "Agreement"), made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_,  
Jacksonville University (the "University") and The School Board of Clay County, Florida  
(the "Clinical Practicum Site"), agree that:

Recitals:

**A.** The University and the Clinical Practicum Site are interested in furthering and enhancing the education of approved graduate students in the department of communication sciences and disorders (hereinafter "speech-language pathology students" or "SLP student(s)"); and

**B.** The University and the Clinical Practicum Site desire to reach an affiliation agreement for the purpose of furthering and enhancing graduate education speech-language pathology.

**THEREFORE**, the University and the Clinical Practicum Site agree to participate in a cooperative program of instruction and clinical experience for the graduate speech-language pathology students of the University (the "Clinical Practicum Program") during which the SLP students shall interact with and provide services to public school students enrolled in grades preK-12 at the Clinic Practicum Site (hereinafter "site student(s)) as follows:

**Section 1. University Obligations:**

(a) Prior to the beginning of the Clinical Practicum, the University will provide to the Clinical Practicum Site the names of the graduate education speech-language pathology students who have been approved by University's department of communication sciences and disorders faculty to participate in the Clinical Practicum Program, including information on the days and hours to which these students have been assigned.

(b) The University will identify members of the University's department of communication sciences and disorders faculty who will be responsible for supervision and instruction of graduate speech-language pathology students participating in the Clinical Practicum Program at the Clinical Practicum Site.

(c) The number of graduate education speech-language pathology students to be assigned to the Clinical Practicum Site will be determined by the Clinical Practicum Site in collaboration with the University's communication sciences and disorders program director, but will not exceed 10 students per year.

(d) The University will work with the Clinical Practicum Site staff to assign the graduate education speech-language pathology students and provide information to the Clinical Practicum Site staff on the attendance policy, student responsibilities, site supervisor expectations, and other responsibilities of participation in the Clinical Practicum.

(e) The University will enforce such rules and regulations governing the graduate education speech-language pathology students and their conduct as may be promulgated by the Clinical Practicum Site.

(f) The University will assure that each SLP student satisfies the requirements

for health examinations and such other medical and protective measures, policies and certifications, as the Clinical Practicum Site may deem necessary.

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

(h) The University shall conduct background checks for each SLP student participating in the Clinical Practicum 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 million per occurrence and \$5 million annual aggregate, covering the University, the University's faculty members and students. The University also shall maintain worker 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.

(j) The Clinical Practicum Site is an agency of the State of Florida as defined in Florida Statute 768.28 and as such is self-insured for tort liability up to the limits of its sovereign immunity waiver which is set forth in Florida Statute 768.28(5). Additionally, Clinical Practicum Site is self-insured for workers compensation to the limits required by Florida law.

## **Section 2. Clinical Practicum Site Obligations:**

(a) The Clinical Practicum Site shall share in the responsibility for the education, guidance and supervision of graduate speech-language pathology students participating in the Clinical Practicum Program at the Clinical Practicum Site.

(b) The Clinical Practicum Site will coordinate, in collaboration with the University, the schedules and activities of participating SLP students in such a manner as to prevent conflict of schedules in the planned learning experience in speech-language pathology. This coordination shall include planning with the University's department of communication sciences and disorders' faculty members for the assignment of students to specific projects and experiences in the aspects of education and/healthcare provided by the Clinical Practicum Site, including attendance at selected conferences, clinics, courses and programs conducted under the direction of the Clinical Practicum Site.

(c) The Clinical Practicum Site will provide orientation on the Clinical Practicum Site's operations to the University's department of communication sciences and disorders' faculty members and SLP students before said SLP students are placed at Clinical Practicum Site.

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

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

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

**Section 3. Withdrawal of Employee or Student:**

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

**Section 4. Compliance and Confidentiality:**

(a) At all times, the University and the Clinical Practicum 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 thereunder.

(b) At all times, the University and the Clinical Practicum Site, and their respective agents and employees, shall maintain site student confidentiality as required by State and federal law. The Clinical Practicum Site may require SLP students and faculty members to sign a Business Associate Agreement pursuant to requirements of HIPAA and consistent with the Clinical Practicum 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. SLP students are not employees of Clinical Practicum Site for Workers Compensation purposes or any other purpose or theory of legal liability.

**Section 6. Term and Termination of Agreement:**

(a) The term of this Agreement (the “Term”) shall commence on the Effective Date as defined in this Agreement and shall end one calendar year from the Effective Date. The Term shall automatically renew each year for one calendar year term unless either party gives notice of nonrenewal at least 60 days before the end of the Term. However, SLP students participating in the Clinical Practicum Program at the time of termination will be allowed to complete their participation in the 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 60 days written notice of termination. However, SLP students participating in the Clinical Practicum Program 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 shall indemnify and hold each other (including their respective trustees, directors, officers and employees) harmless, for all claims, demands, causes of action, and lawsuits including costs, and damages exclusive of attorney’s fees incurred as a result of such a claim, demand, cause of action or lawsuit, brought 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. Nothing contained in this Indemnification agreement shall be construed to require the Clinical Practicum Site to

indemnify, defend or hold harmless any party, person, corporation, or other legal entity of any kind or nature for any injury or loss resulting from any acts other than the negligent acts of Clinical Practicum Site's agents, employees or volunteers. The Clinical Practicum Site shall not indemnify any party for attorney's fees or costs other than those court costs which are set forth by Florida Statute as recoverable costs of court. Nothing in this Indemnification agreement shall be construed or interpreted to increase the dollar limit or scope of the Clinical Practicum Site's liability beyond that which is set forth in Florida Statute 768.28(5) or to be considered as a waiver of Clinical Practicum Site's sovereign immunity.

**Section 8. Governing Law and Venue:**

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

(b) This Agreement shall be governed and construed pursuant to Florida law.

(c) The venue of any litigation between the parties shall be in the Circuit Court, Fourth Circuit, Clay County, Florida.

**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 \_\_\_\_, 20\_\_ (referred to as the "Effective Date").

JACKSONVILLE UNIVERSITY

BY:  **George C. Scadut**

Its: CFO

Dated: 6-12-14

THE SCHOOL BOARD OF CLAY  
COUNTY, FLORIDA

BY: \_\_\_\_\_

Its: Chairman

Dated: \_\_\_\_\_