



**AFFILIATION AGREEMENT BETWEEN  
UNIVERSITY OF CENTRAL FLORIDA  
COMMUNICATIVE DISORDERS DEPARTMENT AND  
School Board of Clay County, Florida**

**THIS AFFILIATION AGREEMENT**, entered into and effective March 23, 2010, is between the **UNIVERSITY OF CENTRAL FLORIDA** on behalf of its Board of Trustees, hereinafter “University” and **School Board of Clay County, Florida** hereinafter “Affiliate.”

**WHEREAS**, Affiliate is located at, **23 South Green Street, Green Cove Springs, Florida 32043** and provides **Communicative Disorders** services;

**WHEREAS**, University provides an approved program of study in the field of **Communicative Disorders**, hereinafter “Program,” and desires its students in Program to obtain educational experiences by utilizing appropriate facilities and personnel of third parties;

**WHEREAS**, Affiliate has the appropriate facilities and personnel for Program’s students and has agreed to make such facilities and personnel available to University; and

**WHEREAS**, Affiliate and University desire to cooperate to establish and implement such a Program involving the students and personnel of University and the facilities and personnel of Affiliate.

**NOW AND THEREFORE**, in consideration of mutual promises herein, University and Affiliate agree that any Program established and implemented by Affiliate and University during the term of this Agreement shall be subject to the following terms and conditions:

1. **RESPONSIBILITY OF AFFILIATE.** Except for acts to be performed by University pursuant to the provisions of this Agreement, Affiliate shall furnish the premises, personnel, services and all other items necessary for the educational experience, and, in connection with such Program, Affiliate also shall:
  - a). Endeavor to comply with all applicable federal, state and local laws, ordinances, rules, and regulations;
  - b). Endeavor to comply with all applicable requirements of any accreditation authority over Affiliate and University and certify such compliance upon request by University;

- c). Permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services and all other items provided by Affiliate for purposes of the educational experience;
- d). Designate a person to serve for Affiliate as liaison, hereinafter "Affiliate Liaison," and provide University, in writing, the name and professional and academic credentials of the person proposed as Affiliate Liaison at least thirty (30) days prior to the date the appointment is to become effective;
- e). Provide the University's students with an appropriate orientation of Affiliate's policies and procedures;
- f). Provide the University's students with learning opportunities under appropriate supervision;
- g). Retain ultimate responsibility for patient care;
- h). Notify University, in writing, of any student whose work or conduct with clients, patients or personnel is not, in the opinion of Affiliate in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Affiliate's operation;
- i). Provide, at a University student's expense, emergency care for injuries or acute illness while on duty at Affiliate.
- j.) The Affiliate does not guarantee it will place or maintain placement of any Program student at Affiliate.

**2. RESPONSIBILITIES OF UNIVERSITY.** The University shall:

- a). Provide Affiliate, in writing, the names of the students assigned by University to participate in the Program at least sixty (60) days prior to the beginning of the Program;
- b). Assign only those students who have satisfactorily completed those portions of University curricula that are a prerequisite to Program participation;
- c). Designate a member of University faculty, hereinafter "University Representative," to coordinate the educational experience of students participating in the Program with the Affiliate Liaison, and provide Affiliate, in writing, the name of the University Representative;
- d). Upon receipt of Affiliate's written notice of a student whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Affiliate's operation, evaluate such student's conduct and remove the student from Affiliate except as the parties otherwise agree in writing.
- e.) The University does not guarantee it will place or maintain the placement of any Program student at an Affiliate.

**3. RESPONSIBILITY OF STUDENTS.** The University shall advise its students in the Program that they are required to:

- a). Endeavor to comply with the policies and procedures of Affiliate;

- b). Provide the necessary and appropriate uniform while on duty at Affiliate;
- c). Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
- d). Maintain the confidentiality of all records or information exchanged in the course of the Program.
- e.) Obtain and document, at the student's sole expense, such trustworthy and verifiable criminal background and/or health or other information as an Affiliate requests or requires as a prerequisite to Affiliate's considering student for placement at Affiliate's facility. Upon University's request, student shall also submit the above-referenced criminal and/or health or other information to the University.
- f.) Acknowledge and agree that neither the University nor the Facility guarantees to place or maintain placement of any Program student under this Agreement.
- g) Be financially responsible for personal injuries and shall not seek payment for damages from the affiliation site or the university.
- h) The student shall, at his or her own expense, submit to fingerprinting and shall pass a Level II background screening as required by Florida Statutes prior top entering upon any school grounds owned by facility while students are present.

4. **NOTICES.** All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

<b>Facility</b>	<b>UNIVERSITY REPRESENTATIVE</b>
<p>Terry D. Roth, Supervisor, Exceptional Student Education</p> <hr/> <p>23 South Green Street,</p> <hr/> <p>Green Cove Springs, Florida 32043</p> <hr/> <p>PHONE: 904-529-4977</p> <hr/> <p>FAX: 904- 284-6533</p> <hr/>	<p>Carla Parsons, MS, CCC/SLP or Amy Barrett, MA, CCC/SLP</p> <hr/> <p>HPA 2, Suite 101, PO Box 162215</p> <hr/> <p>Orlando, FL 32816</p> <hr/> <p>(407) 823-4795</p> <hr/> <p>(407) 823-4816 (facsimile)</p> <hr/>

5. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

**6. INSURANCE.** In the event University's students in the Program will have patient contact, University shall procure and maintain, during the term of this Agreement and any renewal thereof, professional liability insurance. Such professional liability insurance shall cover any and all liability for claims, damages, or injuries to persons whatsoever kind or nature arising out of the activities of such University students carried out under this Agreement. Such professional liability insurance shall be on an occurrence basis in amounts no less than one million dollars/three million dollars (\$1,000,000.00/\$3,000,000.00) for personal injuries. Affiliate shall be an additional named insured under such professional liability policy or policies. University shall submit certificates of insurance to Affiliate evidencing such insurance at the time of the execution of this Agreement, and at any renewals thereafter. In the event University's students in the Program will not have patient contact, University shall not be required to procure and maintain any such policy or policies of liability insurance as described above.

**7. AMENDMENTS.** All amendments shall be reduced to writing and executed by authorized representatives of Affiliate and University.

**8. ASSIGNMENTS.** This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.

**9. PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.

**10. TERM OF AGREEMENT.** This Agreement shall remain in effect indefinitely, unless either party desires to cancel such Agreement at any time, either with or without cause. If either party desires to cancel this Agreement, that party shall give sixty (60) days written notice of its intention to terminate this Agreement to the non-terminating party. If such notice is given, this Agreement shall terminate at the end of the sixty (60) days' notice; EXCEPT THAT the program shall continue as necessary on a limited basis for the purpose of permitting students actually participating in the Program at the time of notice of termination to finish the Program at Facility.

**11. APPLICABLE LAW.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida and venue shall lie in Clay County. Each Party shall be responsible for its own attorneys' fees.

**12. NONDISCRIMINATION.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability, or veteran or marital status.

13. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.

Clay County District School

University of Central Florida

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Dr. Diane Chase

Title: Vice Provost of Academic Affairs

LEGAL CONTENT APPROVED

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University General Counsel's Office