

CLINICAL AFFILIATION AGREEMENT

AGREEMENT, made and entered into this 5th day of November, 2013, and between Board of Governors of Missouri State University ("University") Communication Sciences and Disorders (CSD) and the School Board of Sarasota County, Florida which operates K-12 educational facilities ("Facility").

Recitals:

Facility operates educational facilities in Sarasota County, Florida with its principal place of business located at 1960 Landings Boulevard, Sarasota, Florida. University offers its students a degree program in the field of medical rehabilitative or clinical care and treatment, and specifically speech-language pathology, audiology and/or education of the deaf and hard of hearing. As part of such degree program, University desires for its students to have the ability to participate in clinical and technical rotations in Facility's student settings. It is agreed by the parties to be of mutual interest and advantage for selected students of University ("Students") to be provided clinical education experiences at Facility for purposes of training, educating and mentoring students. The clinical education program at the participating Facility is referred to in this Agreement as the "Program."

Accordingly, for and in consideration of the mutual covenants, it is further agreed by the aforesaid parties that:

1. **Affiliation Procedure.** The Executive Director of Pupil Support Services of Facility ("Department") will act as liaison for each of Facility's duties under this Agreement and will be referred to as the Facility Center Coordinator for Clinical Education (CCCE). The CCCE will participate in planning the Program and will be responsible for Facility's implementation of the Program. The CCCE shall receive no salary, nor be otherwise remunerated by University. University designates Jill Oswalt as liaison to Facility for the development and maintenance of the Program (the Academic Coordinator of Clinical Education (ACCE)). The parties understand and agree that the Program is nonexclusive and that University may place Students in facilities operated by entities other than Facility and Facility may accept Students in the Program from other educational institutions.
2. **Mutual Responsibilities.**
 - (a) The schedule, content, objectives and goals of the Program will be arranged in mutual cooperation between the CSD/Speech-Language-Hearing Clinic for University and for Facility, or their designees. Facility will accept Students selected by University for the Program and the parties shall mutually agree on the number of Students and the period of time spent for each Student participating in the Program at Facility.

- (b) The rules and regulations of Facility shall be applicable to each assigned Student. No employee or Student of University shall be considered an employee of Facility and this Agreement shall not be construed to constitute a partnership or joint venture.
- (c) University and Facility retain the privilege to exchange and review materials relevant to Students' clinical education, and will comply with the Family Educational Rights and Privacy Act. Information from Students' educational records will not be disclosed without the express written consent of Students. Additionally, the Students and faculty of University shall respect the confidential nature of all information that they have access to while participating in activities pursuant to this Agreement, including but not limited to personally identifiable information regarding K-12 students attending programs or receiving services from the Facility. Such information may be provided orally, contained in student education records at the Facility or in a component school district or maintained on the Facility's or a component school district's electronic system. University shall require that all students and faculty maintain the confidentiality of such information in accordance with state and federal laws, including the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §132g and its implementing regulations at 34 C.F.R. Part 99, and to the extent it may be applicable, the Health Insurance Portability and Accountability Act of 1996 (HIPPA).
- (d) Supervised internship experiences are considered an integral part of Students' formal education. Supervision of student field placement is a cooperative and joint function of University and Facility. Facility shall be responsible for providing Students with Facility orientation at the onset of the field placement. Facility retains responsibility for its students and will maintain administrative and professional supervision of Students insofar as Students' presence affects the operation of Facility. If Facility accepts a Student, Facility shall provide instruction and professional experience in the practice associated with the Department, which is part of the ongoing function of Facility.
- (e) The parties will document prior to each experience the required internship duration, and the credit hours to be earned by Students for the internship placement, as well as University course number. The parties agree to meet to confirm dates and number of Students for each semester or internship experience. Facility and University agree to orientate their personnel and faculty, respectively, to the Program, and to cooperate with the time of day for each section of the Program, as well as all agreed upon activities relating to the Program. The parties agree to conduct at least annually a review of the program with recommended changes.
- (f) Students will not perform any task or act for which a license to practice is required, except under the direct supervision of one of Facility's registered and approved clinical instructors ("CI"). Facility will not give instructions to, or

supervise clinical assistants except in the presence of, and in agreement with, the CI.

- (g) Facility will indicate a list of required immunizations, special training or certification (i.e., CPR, first aid, blood-borne pathogen) and any other requirements, such as deadline for completion. Students will be responsible for providing timely and factual documentation of such requirements to Facility. University will advise Students that expenses for medical care or treatment for illness or injury while participating in the Program will be the responsibility of Students.
- (h) University shall advise Students that the intention of the Program is instructional and unless Students are otherwise employed by Facility, the participants shall remain Students, and not employees, while participating in the Program.
- (i) Both University and Facility will be responsible for the acts and conduct of their respective agents and employees, but only to the extent permitted by law.
- (j) Notwithstanding any other provision of this Agreement, Facility, in its sole discretion, retains the right to terminate any Student's participation in the Program, and shall immediately notify University of any such termination of a Student. University retains the right to terminate any Student's participation in the Program, and shall immediately notify Facility of any such termination of a Student.
- (k) University and Facility shall not discriminate against anyone applying to or enrolled in the program contemplated under this Agreement or employed by either party because of race, color, religion, sex, national origin, ancestry, age, disability or veteran status.

3. Additional University Responsibilities.

- (a) University shall require that Students are assigned appropriately by evaluating Students' competence and knowledge prior to the clinical experience. Only those Students who have satisfactorily completed the prerequisite portion of their curriculum will be selected for participation in the Program at Facility. University will retain ultimate responsibility for the education of its Students.
- (b) All faculty provided by University shall be duly licensed, certified or otherwise qualified to participate in the Program.
- (c) University shall require each Student to carry appropriate professional liability insurance of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate and require each Student to provide written evidence thereof to Facility prior to any Student beginning an affiliation with Facility.

- (d) University shall advise Students that Students are required to be knowledgeable concerning, and make preparations for, transportation needed to fulfill responsibilities at Facility, room and board during the time of clinical assignment, and scheduling arrival at and departure from the Facility.
- (e) University shall advise each Student that he/she is subject to all relevant rules, regulations and schedules of Facility, including professional standards of practice, and advise each Student that he/she may be required to sign a Statement of Responsibility and/or Confidentiality in the form acceptable to Facility.
- (f) Prior to going on to school grounds while Facility's students are present, any University Student assigned to the Facility will be fingerprinted and have his/her background checked as provided by Florida law. The participating Student will coordinate with the Facility to arrange a mutually convenient time for the Facility to conduct the fingerprinting, at the participating Student's or University's expense. The Facility has the right to reject any participating Student access to its property in the event the participating Student's background check does not meet the requirements established by the Facility pursuant to Florida law.

4. Additional Facility Responsibilities

- (a) Facility shall provide reasonable information requested by University on a Student's work performance, and notify University as soon as practical in advance of a clinical assignment of any changes in Facility's ability to take Students. Facility will provide Students with a work schedule similar to that of a clinician. Facility shall complete and return all Student evaluations according to any reasonable schedule provided by University.
- (b) Facility shall be under no obligation to maintain any facilities for the Program other than those which Facility ordinarily maintains in the course of its business. Facility shall provide available time, when possible, to clinical instructors for attending clinical supervisory meetings and conferences called by University as part of the educational program.
- (c) Facility will encourage Students participating in the Program at Facility to attend professional meetings, and shall allow such Students access to journals, books, and periodicals contained in Facility's library, if any. No Student shall be permitted to take outside of the premises any such journals, books, or periodicals from the library unless approved by Facility.

5. Student Responsibilities and Withdrawal.

- (a) Student is responsible for Student requirements set forth herein, specifically those

of which Student is advised by University and Facility, set forth in the preceding sections.

(b) A Student may be withdrawn from the Program at any time by University or Facility, as determined appropriate, including any of the following documented reasons:

- (1) unprofessional or unethical behavior on the part of a Student;
- (2) failure on the part of a Student to meet any necessary academic requirements;
- (3) personal good cause including, but not limited to, medical emergencies;
- (4) arrest or conviction for any felony, or for any misdemeanor alcohol or drug use, involving moral turpitude or theft; and
- (5) use of alcohol, drugs or other toxic or foreign agents which tend, in Facility's reasonable judgment, to limit or adversely affect the Student's duties and responsibilities.

6. **Confidential Information.** At no time during the term of this Agreement or after the date that this Agreement shall terminate, shall University, its agents, employees, or Students, disclose to anyone any confidential or secret information concerning the business affairs, patients or operations; any trade secrets; new product developments; special or unique processes or methods; and any marketing, sales, advertising or other concepts or plans of Facility.
7. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University hereby designates Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in a Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
8. **Term.** The term of this Agreement shall be one (1) year commencing on 5th day of November, 2013, and shall continue in full force and effect for a period of one (1) year, unless earlier terminated by the parties upon (i) mutual consent, (ii) upon sixty (60) days prior written notice, with or without cause, by either party, or (iii) as otherwise set forth herein. After the initial one-year term of this Agreement, this Agreement shall automatically renew for successive one-year terms unless either party gives notice of non-renewal at least sixty (60) days prior to the next renewal date. Students participating in a clinical affiliation at Facility at the time of the notice of termination shall be given the opportunity to complete their clinical program at Facility, such completion not to exceed three (3) months.
9. **Notice.** All notices hereunder by either party to the other shall be in writing, delivered personally or by U.S. Mail and shall be deemed to have been duly given when delivered

