



CLINICAL INTERNSHIP AGREEMENT
for Physical and/or Occupational Therapy

THIS AGREEMENT entered into this _____ day of _____, 20____,
by and between the _____,
whose address is _____

hereinafter referred to as the UNIVERSITY, and THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, whose address is 1450 Northeast Second Avenue, Miami, Florida, 33132, hereinafter referred to as the SCHOOL BOARD.

WITNESSETH

WHEREAS the SCHOOL BOARD and the UNIVERSITY desire that the public interest be served by ensuring a continuing source of competent therapy professionals;

WHEREAS the UNIVERSITY desires that its students in the (occupational therapy/physical therapy) program (hereinafter INTERNS) obtain clinical experience at public schools of the SCHOOL BOARD; and

WHEREAS, the SCHOOL BOARD is offering to provide the necessary facilities for said clinical experience in recognition of the need to train therapy personnel, under the terms and conditions set forth in this AGREEMENT.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

SCHOOL BOARD RESPONSIBILITIES

1. The SCHOOL BOARD shall determine the work location and assignment of INTERNS in collaboration with the UNIVERSITY.

2. The SCHOOL BOARD will provide orientation for the UNIVERSITY liaison prior to commencement of the INTERNS' experience. Orientation shall be agreed upon by both Parties to this AGREEMENT.
3. The SCHOOL BOARD shall assign only therapists (hereinafter "SUPERVISING THERAPISTS") who have appropriate certification, and/or licenses, experience, and have met other statutory requirements which meet applicable SCHOOL BOARD standards of accreditation, to supervise INTERNS.
4. INTERNS shall be under the direct supervision of the SUPERVISING THERAPIST during internship responsibilities.
5. SUPERVISING THERAPISTS shall be available for scheduled and unscheduled conferences at reasonable times with INTERNS and/or UNIVERSITY staff.
6. In consideration of the SCHOOL BOARD's responsibility for the care and safety of its pupils, the SCHOOL BOARD shall have the right to refuse or discontinue its facilities and services to any INTERN or UNIVERSITY staff, and to remove an INTERN or UNIVERSITY staff, who does not continuously meet the SCHOOL BOARD's professional or other requirements or the requirements of any appropriate authority controlling and directing SCHOOL

BOARD facilities and services. In the event of any inappropriate actions by the INTERNS, SCHOOL BOARD staff will notify the UNIVERSITY staff in order that appropriate action may be taken by the UNIVERSITY. In the event of a threat to pupil safety, which shall be determined by the SCHOOL BOARD in its sole discretion, the SCHOOL BOARD shall have the right to take said action immediately and shall verbally notify the UNIVERSITY as soon thereafter as is practicable.

7. The SCHOOL BOARD agrees to make the following facilities available to the UNIVERSITY in order to provide experience for INTERNS.
 - (a) Cafeteria facilities, if available, shall be open to the INTERNS while on assignment at the SCHOOL BOARD. The costs of meals at such facilities shall be borne by said INTERNS.
 - (b) The SCHOOL BOARD library facilities used by SCHOOL BOARD staff members shall be open to INTERNS.
 - (c) Vehicular parking at the SCHOOL BOARD's facility shall be provided for INTERNS.
8. The SCHOOL BOARD agrees to indemnify and save harmless the UNIVERSITY to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the SCHOOL BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$ 100,000, or any claim or judgments or portions thereof, which, when totaled with all other claims or judgments paid by the SCHOOL BOARD arising out of the same incident or occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liability, losses and causes of

action which may arise solely out of the negligent act or omission to act of the SCHOOL BOARD, as it relates to the terms and conditions of this AGREEMENT. However, nothing herein shall be deemed to indemnify the UNIVERSITY for any liability or claim arising out of the negligent performance or failure of performance of the UNIVERSITY or as a result of the negligence of any unrelated third party.

UNIVERSITY RESPONSIBILITIES

9. The UNIVERSITY shall inform SCHOOL BOARD staff of UNIVERSITY criteria for INTERN assessment.
10. The UNIVERSITY shall inform SCHOOL BOARD staff as to the extent of the academic preparation of the INTERNS for the purpose of assignment of the INTERNS to the appropriate level of clinical experience.
11. The UNIVERSITY staff will be designated as being responsible for the coordination and implementation of the program of learning. The UNIVERSITY, through its Department of _____, maintains its responsibility for the instruction and supervision of (occupational therapy/physical therapy) INTERNS assigned to the SCHOOL BOARD for clinical experience:
 - (a) The instruction will be pertinent to the clinical objectives stated in the course syllabus. The UNIVERSITY staff will not provide on-site clinical supervision of its INTERNS.
 - (b) A copy of the clinical objectives shall be submitted to the SCHOOL BOARD by the UNIVERSITY clinical coordinator prior to execution of this AGREEMENT. The UNIVERSITY clinical coordinator will function in

in cooperation with the UNIVERSITY staff assigned responsibility for instruction.

(c) The UNIVERSITY will provide the SCHOOL BOARD with a copy of the appropriate evaluation form. The SCHOOL BOARD will be responsible to evaluate the performance of the assigned INTERN on a regular basis and shall timely send the completed evaluation to the UNIVERSITY.

12. The UNIVERSITY agrees to assume responsibility for the clinical experience and grades of the INTERNS.
13. The UNIVERSITY shall arrange meetings with appropriate SCHOOL BOARD staff to review and evaluate the progress of the INTERNS, as needed, consistent with SCHOOL BOARD staff's availability.
14. The UNIVERSITY shall require that its INTERNS and UNIVERSITY staff attend INTERN orientation(s) scheduled to acquaint the INTERNS and UNIVERSITY staff with the SCHOOL BOARD's rules and regulations and the Florida Department of Education's Code of Ethics and Principles of Professional Conduct and the UNIVERSITY shall hold them responsible for same.
15. The UNIVERSITY shall require that each INTERN be fingerprinted in accordance with Florida law and SCHOOL BOARD policy and that the results be made known to the SCHOOL BOARD prior to placement of the INTERN in a public school. Pursuant to Florida law, no INTERN who has been convicted of a crime involving moral turpitude shall be placed into a public school.

16. The UNIVERSITY agrees that the INTERNS and UNIVERSITY staff assume personal responsibility for their own medical care and hospitalization.
17. The UNIVERSITY agrees to indemnify, hold harmless, and defend the SCHOOL BOARD from any and all claims, liabilities and causes of action arising out of negligence, error, omission, or intentional acts of the UNIVERSITY, its assigned INTERNS, UNIVERSITY staff, agents, officers, or employees in connection with the operation under this AGREEMENT. The UNIVERSITY shall pay all claims and losses of any nature whatsoever, including litigation costs and attorneys' fees, which result from such negligence.
18. The UNIVERSITY agrees, at its option, to either purchase a Professional Liability Insurance Policy with limits no less than \$1,000,000 per occurrence or maintain a self-funded Professional Liability Insurance program with limits no less than \$1,000,000 for liability resulting from professional services performed by or on behalf of the UNIVERSITY, UNIVERSITY staff, or INTERNS. As evidence of compliance with this requirement, a certificate of insurance shall be furnished to the SCHOOL BOARD.
19. Annually, each UNIVERSITY staff assigned to a specific program will meet with the SCHOOL BOARD representatives to coordinate the progress of the course of instruction and to determine its effectiveness.

MUTUAL RESPONSIBILITIES

20. The instructional schedule and internship sites shall be planned in collaboration between the Parties. The SCHOOL BOARD shall have final authority for work location and assignment of INTERNS. The instructional schedule shall be finalized at least thirty (30) days prior to the beginning of such schedule, unless otherwise agreed to by the Parties' designees.
21. The SCHOOL BOARD and the UNIVERSITY shall acquaint the INTERNS with the policies, standards, rules, and regulations of the SCHOOL BOARD, including, but not limited to. School Board Rules 6Gx13-4-1.09 (*Employee-Student Relationships*), 6Gx13-4A.1.21, (*Responsibilities and Duties*), and 6Gx13-5D-1.07, (*Corporal Punishment-Prohibited*).
22. SCHOOL BOARD and UNIVERSITY staff will direct the instruction and supervision of the INTERNS according to the respective course description and/or syllabus.
23. SCHOOL BOARD and UNIVERSITY staff will make periodic assessment of INTERNS' progress as required.
24. The parties agree to periodically review and discuss the operation of this AGREEMENT to insure that each Party's objectives hereunder are being satisfied. The Parties shall confer as otherwise necessary to the administration of this AGREEMENT.
25. Any notices required or permitted under this AGREEMENT shall be served by certified mail, return receipt requested, at the addresses set forth below:

UNIVERSITY/COLLEGE

MIAMI-DADE COUNTY

Program _____

Address

**Division of Exceptional Student
Education**

Address

1500 Biscayne Boulevard

Address

Room _____

Miami, Florida 33132

ATTN: _____

ATTN: _____

26. The **TERM OF THIS AGREEMENT** shall be from the date hereof through June 30, 20 _____, and from fiscal year to fiscal year thereafter, upon the approval of the Superintendent of Schools or designee, except that either Party hereto may terminate this AGREEMENT effective on the next expiration date thereof by giving written notice to the other Party no later than sixty (60) days prior to said expiration date.

27. It is the policy of the Parties that no citizen of the United States or any other person within the jurisdiction thereof shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or under any educational program or activity of the Parties.

28. No person shall be denied access to or the benefits of this training program on the basis of race, color, gender, age, religion, ethnic or national origin, marital status, sexual orientation, social and family background, linguistic preference, pregnancy or disability, unless otherwise provided by law.
29. The Parties expressly intend that, while performing internship duties, no INTERN or UNIVERSITY staff, agent, servant, contractor, or employee be deemed an agent, servant, contractor, or employee of the SCHOOL BOARD for purposes of compensation, fringe benefits, workers' compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the educational program, INTERNS are placed with the SCHOOL BOARD to receive teaching experience as part of their academic curriculum. Those duties performed by INTERNS are not performed as employee, but in fulfillment of academic requirements and are performed under supervision. At no time shall INTERNS replace or substitute for an employee of the SCHOOL BOARD.
30. Subject to provisions herein to the contrary, this AGREEMENT shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors and permittee assigns. No Party may assign this AGREEMENT without the prior written consent of the other Party, the consent of which shall be given at the Party's sole discretion.
31. The waiver by either Party of a breach or violation of any provision of this AGREEMENT shall not operate, or be construed to constitute, a waiver of any subsequent breach of the same, or any breach or violation of any other, provision thereof. All remedies, either under this AGREEMENT, or by law or

otherwise afforded, will be cumulative and alternative. All waivers to be effective shall be in writing and signed by a duly authorized officer of the waiving Party.

32. This AGREEMENT is governed by and shall be construed according to the laws of the State of Florida.
33. Each Party to this AGREEMENT agrees to comply with all applicable federal, state and local laws, rules and regulations (Laws). In the event of a conflict, the Laws shall take precedence over any provision of this AGREEMENT.
34. If any provision of this AGREEMENT is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the Parties under this AGREEMENT will not be materially and adversely affected thereby, such provision will be fully severable. This AGREEMENT will be construed and enforced as if such illegal, invalid or unenforceable provision had never compiled a part hereof. The remaining provisions of this AGREEMENT will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from, and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this AGREEMENT a legal, valid and enforceable provision similar to the such illegal, invalid or unenforceable provision.
35. This AGREEMENT sets forth the **ENTIRE AGREEMENT** and the understanding of the Parties as to the matters contained herein.

36. This AGREEMENT shall not be modified or amended except in writing and signed by both Parties or executed with the same formalities as this AGREEMENT.

37. This AGREEMENT is entered into voluntarily by the signatories to this AGREEMENT.

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

**THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA**

(UNIVERSITY)

Superintendent of Schools

(Authorized Signature)

APPROVED AS TO FORM:

(Title)

Attorney of Board

REVIEW AND APPROVED:

Risk Management