

MEMORANDUM OF UNDERSTANDING

This agreement is entered into this day **September 21, 2022**, by and between Barry University and **Northwest Focal Point Senior Center District 6009 NW 10th St, Margate, FL 33063**, facility for the purpose of providing Level I Fieldwork Experiences for occupational therapy students from Barry University. The learning objective of this visit is for the students to observe and identify areas of occupation in different populations in the community. This objective can be met by the students observing your population participating in their daily activities, interacting with them, and then briefly discussing their learning experience with you.

Both parties recognize the need for providing student experiences at sites, which service clients with a wide range of special needs. For students in the occupational therapy program, this level I fieldwork experience will provide them opportunities for observation and limited participation. Through this exercise, students will gain an understanding of the clientele needs; the services offered and will be better able to integrate learned concepts with the occupational therapy curriculum coursework. In order to accomplish this purpose, the following practices will be observed:

SECTION I:

The University will:

1. Demonstrate responsibility for establishing objectives for the experiences, and for providing these to the Facility.
2. Schedule students for these experiences in collaboration with the Facility and consistent with accepted non-discriminatory practices.
3. Provide students with information regarding expectations and instructions for participation in these experiences.
4. Provide the on-site supervisors with the necessary forms to be used in evaluating the students' performance.
5. Will demonstrate proof that occupational therapy students have professional liability insurance provided by Barry University policy in the amount of \$1,000,000/\$3,000,000 aggregate. Each student is required to have his or her own personal health insurance
6. Will ensure students have completed and complied with level II background checks.

The Facility will:

1. Provide supervision of students on site by qualified and competent (but not necessarily occupational therapy) personnel; these persons will be designated "on-site supervisors." Ex: Teachers, Nurses, Physical Therapists, Social Workers, Vocational Rehabilitation Counselors, Community Program Directors, etc.
2. On-site supervisors will provide students additional instruction as needed for students to perform specific assigned tasks.

3. Will communicate with didactic faculty and fieldwork coordinator as needed including completing evaluation forms and return them to the University, so students can be assigned a grade for the experience.

SECTION II:

The University agrees to hold harmless the facility and its employees against and from any and all liability for personal injury caused directly or indirectly by the negligence of the University, its students or faculty. It is intended hereby that the University's said liability shall include injuries occurring to or caused by a student or professional employee while involved in the performance of duties under or pursuant to the program herein described which occur as the result of the negligence of the injured student or any other student, professional employee or personnel of the University. Should these negligent acts on the part of the University students, faculty or personnel result in injury to anyone, it shall be the University's obligation, pursuant to this Agreement, to indemnify and hold harmless **Northwest Focal Point Senior Center District**, the Facility. The Facility agrees to hold harmless the University and its students, employees and agents against and from any and all liability for personal injury caused directly or indirectly by the negligence of the Facility its employees and agents. It is intended hereby that the Facility's said liability shall include injuries caused by an employee or agent of facility while involved in the performance of duties under or pursuant to the program herein described which occur as the result of the negligence of the employee or personnel of the Facility. Should these negligent acts on the part of the Facility's employee, agent or personnel result in injury to anyone, it shall be the Facility's obligation, pursuant to this Agreement, to indemnify and hold harmless the University.

Nothing in this Agreement should be construed as an assumption by the Facility of liability for any injury suffered by a student, faculty member or other personnel during his or her experience at the center. Emergency care may be called for or provided at the facility or a facility chosen by the individual at the expense of the individual involved.

It is further agreed and understood that:

- 1) The term of the agreement shall be a period of one year, commencing on **September 21, 2023**, provided, however, that either party may sooner terminate this agreement upon 90 days' notice in writing to the other.
- 2) This agreement will be automatically reviewed and renewed annually unless otherwise indicated by one of the parties.
- 3) This agreement may be modified by mutual consent provided any and all modifications will be in writing and signed by officials of the University and Clinical Facility.

BARRY UNIVERSITY

Northwest Focal Point Senior Center District

Dr. John Murray, Provost

Antonio Arserio, Board President

Dated

Dated

Northwest Focal Point Senior Center District

Terry Lieberman, Project Director

Dated