



South Washington County Schools

Keith Jacobus, Ph.D., Superintendent

District Service Center

7362 E. Point Douglas Rd. S.

Cottage Grove, MN 55016

Phone: 651-425-6300 Fax: 651-425-6318

ADMINISTRATIVE REPORT

TO: Members of the School Board
Dr. Keith Jacobus, Superintendent

FROM: Denise Griffith, Director of Human Resources

DATE: October 27, 2016

TOPIC/PURPOSE OF REPORT: Student Teacher Placement Agreement/ Field Placement Agreement

RECOMMENDED BOARD ACTION: Approval

DATE FOR BOARD ACTION: November 3, 2016

REPORT

The University of St. Augustine For Health Sciences and South Washington County Schools, ISD #833, would like to begin a Student Teaching/ Training agreement that would provide student teaching/ training experiences in various classrooms throughout ISD 833.

The University of St. Augustine For Health Sciences is requesting that this collaborative relationship remain in place for the next five school years, commencing on October 12, 2016 and ending on October 11, 2021.

The administration recommends approval of this agreement.



Student Affiliation Agreement

- Between -

**South Washington County Schools
7362 East Point Douglas Road South
Cottage Grove, MN 55016**

- And -

The University of St. Augustine for Health Sciences
Doctor of Physical Therapy (DPT)
Master of Occupational Therapy (MOT)

This Agreement is made and entered into this 12th day of October, 2016
(**Effective Date**) by and between South Washington County Schools
hereinafter known as the **Facility** and the **University of St. Augustine for Health Sciences**,
hereinafter known as the **University**.

- RECITALS -

The University is a provider of education for PT and OT students in master's entry level, doctorate entry level, post-professional masters, doctorate, and clinical residency programs. Such programs require in-depth, clinical experience for the students under supervision of competent health care providers in actual clinical conditions.

The Facility is a health care provider or health care practitioner and recognizes a benefit in fashioning an environment of collegiality, mentoring and respect for continuing academic efforts and research.

Now therefore, the parties agree as follows,
IT IS AGREED:

1. Duties of the University

- (a) Assume responsibility for continuing compliance with the educational standards of the appropriate accreditation and licensing bodies.
- (b) Designate a member of the faculty to serve as Academic Fieldwork Coordinator (MOT) or Academic Coordinator of Clinical Education (DPT) to communicate with the Facility on all items pertinent to the fieldwork or internship program.
- (c) Notify the Facility about the planned schedule of student assignment, level of academic preparation, length and dates of internship assignments.
- (d) Refer to the Facility only those students who have completed the prerequisite didactic portion of the curriculum applicable to the Facility.
- (e) Inform the student of any special requirements of the Facility for acceptance, uniform requirements if applicable and the necessity to conform to the standards, practices, policies

and procedures of the Facility.

- (f) Maintain patient confidentiality as required by all federal, state and other applicable laws and regulations. University agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. ' 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated there under, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). University shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. ' 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations.
- (g) Obtain and maintain at its own expense during the term of this Agreement, and any renewal hereof, a comprehensive liability policy including professional liability insuring the University against any and all claims for personal and bodily injury or death and property damage resulting from the performance of services by the University, its employees and students participating in the clinical training program on the Facility premises. Such insurance shall be in the amount of not less than \$1,000,000 per incident and \$3,000,000 in the aggregate. University shall give immediate notice to Facility if any changes or lapse in policy should occur.
- (h) Require each student to carry a current medical insurance policy and be certified in CPR and first aid by the American Heart Association, and complete mandatory training in HIV/AIDS and OSHA. Post professional students must maintain a current license to practice OT/PT in the state in which the residency is occurring.
- (i) Obtain and maintain evidence that each student is in good general health, as determined by a physical examination, and that s/he is free from a health impairment, which is of potential risk to a patient or which might interfere with the performance of his/her duties, or any other condition which would interfere with ability to satisfy the requirement(s) of this Agreement and/or potentially create a risk to the health and safety of the Facility, its patients, staff, visitors, and other Affiliates and the student, him/herself.
- (j) Obtain and maintain evidence that each student has received (i) vaccination for Rubella (measles) and Rubeola (mumps) or evidence of immunity through screening blood test and documentation of serologic evidence of immunity; (ii) Hepatitis B series vaccination or written declination, (iii) negative PPD (Mantoux) skin test or chest x-ray (when indicated) for tuberculosis, and yearly thereafter; (iv) vaccination for Varicella or evidence of immunity screening blood test and documentation of serologic evidence of immunity; (v) Tdap vaccine and (vi) Texas campus - bacterial meningitis according to the Texas Higher Education Coordinating Board.
- (k) Obtain and maintain evidence that each student has received (i) fingerprint report; (ii) background check; and (iii) drug screen.
- (l) The University reserves the right to remove students from the affiliation when the learning experience does not meet the objectives of the University or if appropriate supervision and mentorship is not provided.

2. Duties of the Facility

- (a) Maintain standards for appropriate health care services, which are conducive to sound educational experiences for students participating in the affiliation.
- (b) Designate an individual who will be responsible for the coordination of services with the University, assisting in maintaining contracts and providing student orientation.
- (c) Designate an individual who is the primary mentor to the student and is responsible for evaluation of student performance and planning clinical experiences. This clinical supervisor shall have at least one year of clinical experience in the area to be supervised. The student will work under the immediate and direct supervision of this individual.
- (d) Students may be assigned to two Clinical Instructors (CIs) at times. The facility is responsible for continuity and good communication between the supervising clinicians to assure an appropriate learning environment and student performance evaluation.
- (e) Make available to the students the space, facilities, equipment and supplies necessary for rendering Facility directed patient care and treatment.
- (f) Assist students with obtaining emergency medical care if they become ill or injured during their clinical affiliation, if medically appropriate and necessary. The student shall arrange for medical care beyond that of emergency nature. The student shall be responsible for the cost of emergency care and for the cost of any additional medical care beyond that.
- (g) Advise the University of any serious deficits noted in the ability of assigned students to progress toward achievement of the stated objectives of the internship.
- (h) Reserves the right to terminate students from the affiliation who do not comply with the Facility rules and regulations, policies and procedures or who endanger patient health, welfare or safety.
- (i) Will provide the University with a written description of the objectives and the experience being offered. For post professional students these objectives are developed by mutual efforts of the facility, the University and the student.
- (j) Permit the student to participate in patient care services to the extent of their skill and training.
- (k) Will assure that equitable practices will be evident when assessing and evaluating student performance.

3. Mutual Duties of the University and the Facility

- (a) Establish the educational objectives for the fieldwork/internship experience and continually evaluate the effectiveness of the fieldwork/internship.
- (b) Agree that there shall be no unlawful discrimination concerning the affiliation based upon race, color, ancestry, religion, gender, sexual orientation, age, disability, or veteran status.
- (c) A dispute involving the discipline of a student while participating in an internship shall be jointly addressed by the Academic Fieldwork Coordinator (MOT) or Academic Clinical Education Coordinator (DPT), or the Academic Coordinator Clinical Rotation (MOA) and

the Clinical Fieldwork Supervisor/Clinical Instructor and student. The University Student Handbook shall be used as the standard for policies and procedures for any unresolved disputes.

- (d) Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such works, symbols, trademarks, service marks, or other devices in advertising, promotional materials or otherwise and that it will not advertise or display such devices without the prior consent of the other party, and will cease any and all such usage immediately upon termination of this Agreement.
- (e) No failure by either party to insist upon strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.
- (f) Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.
- (g) Each party shall indemnify, defend and hold the other party harmless from all claims, loss, damage or injury of any kind or character (including, without limitation, attorney fees and costs of defense) to any person or property arising from the performance of the terms and responsibilities under this Agreement caused by the negligent act or omission of the indemnifying party, its agents or employees. It is agreed that while providing services or performing duties within the scope and course of this Agreement, the University's students and Faculty are the agents, employees or servants of the University. Nothing herein is intended or shall be construed to waive the Facility's entitlement to sovereign immunity.
- (h) In the event that either the University or the Facility becomes aware of any alleged injury arising out of the care or treatment of any patient in connection with the Program, each party has a duty to give the other party written notice containing the particulars sufficient to identify the name and address of the alleged person, place and circumstances of the alleged incident and addresses of the available witnesses.
- (i) Students assigned to the Facility shall not be considered employees of the Facility.
- (j) The parties in this Agreement are independent contractors and agree and stipulate that this Agreement in no way creates a partnership, joint venture, employment or agency relationship between the parties.
- (k) This Agreement may not be assigned by either party without the express written consent of the other.
- (l) The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed and enforced under and in accordance with the laws of the State.
- (m) Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested.

4. Renewal, Termination and Modification

- (a) This term of this Agreement shall be for a period of **five (5) years**, commencing on the **Effective Date**.
- (b) This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative and valid, it shall have been reduced to writing and signed by both parties.
- (c) This Agreement may be terminated at any time by either party after ninety (90) days notice of termination is served by one party on the other by US Mail, postage prepaid, Certified Mail, and Return Receipt Requested. Any notice of termination shall not affect the right of students then participating in the clinical program to complete their program.

5. Acceptance of this Agreement

- (a) This Agreement shall not be considered accepted, approved or otherwise effective until the statutory or administratively required approvals and certifications, if any, have been given.
- (b) This Agreement shall be governed and constituted in accordance with the laws of the State of MN , and venue shall be in Washington (city/county)

6. Notices

- (a) All notices, or other communications provided for in this Agreement, by either party to the other, shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, addressed as follows:

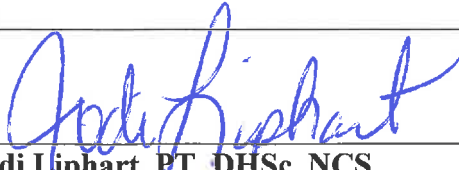
If to the University: Ashley Carter, Contract Administrator
 Department of Clinical Education
 University of St. Augustine
 1 University Boulevard
 St. Augustine, FL 32086

If to the Facility: Anna Braun
 Supervisor of Special Services
 South Washington County Schools
 7362 East Point Douglas Road South
 Cottage Grove, MN 55016

IN WITNESS WHEREOF, the parties have hereunto set their hands and sealed the date and year first above written.

AS TO THE UNIVERSITY:

By:



Jodi Liphart, PT, DHSc, NCS

T-DPT Program Director

Interim Dean of First Professional Studies

Execution Date:

10/12/16

AS TO THE FACILITY:

By:

Name:

Title

Execution Date:

By:

Name:

Title

Execution Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc. of Washington, D.C. 1120 20th Street NW Washington DC 20036 USA	CONTACT NAME:		INSURER(S) AFFORDING COVERAGE		NAIC #
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105			
E-MAIL ADDRESS:					
INSURED The University of St. Augustine for Health Sciences 700 Windy Point Drive San Marcos CA 92069 USA			INSURER A: ACE Property & Casualty Insurance Co.	20699	
			INSURER B: Hartford Fire Insurance Co.	19682	
			INSURER C: Twin City Fire Insurance Company	29459	
			INSURER D: Trumbull Insurance Company	27120	
			INSURER E: Homeland Insurance Company of NY	34452	
			INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570063974544** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			42CSES11308	12/01/2015	12/01/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			42 AB S11307	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XOOG27927245001	12/01/2015	12/01/2016	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			42WNS11305	12/01/2015	12/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C				WC Ded	12/01/2015	12/01/2016	E.L. EACH ACCIDENT	\$1,000,000
				42WBRS11306			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				WC Retro			E.L. DISEASE-POLICY LIMIT	\$1,000,000
E	Misc Med Prof			MFL0052240916	09/30/2016	09/30/2017	Aggregate	\$3,000,000
				Prof Liab			Each Claim	\$1,000,000

Certificate No : 570063974544

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER The University of St. Augustine for Health Sciences 700 Windy Point Drive San Marcos CA 92069 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Washington D.C.</i>





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED The University of St. Augustine	
POLICY NUMBER See Certificate Number: 570063974544			
CARRIER See Certificate Number: 570063974544	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

WC Ded Carrier by State

Polciy # 42ws11305

Carriers:

- AK Hartford Insurance Co. of The Midwest
- AL Trumbull Insurance Co.
- AR Trumbull Insurance Co.
- AZ Hartford Accident and Indemnity Co.
- CA Hartford Accident and Indemnity Co.
- CN Hartford Fire Insurance Co.
- CO Trumbull Insurance Co.
- CT Trumbull Insurance Co.
- DC Trumbull Insurance Co.
- DE Property/Casualty Ins. Co. of Hftd
- FL Hartford Fire Insurance Co.
- GA Hartford Accident and Indemnity Co.
- HI Hartford Underwriters Insurance Co.
- IA Sentinel Insurance Co.
- ID Hartford Insurance Co. of The Midwest
- IL Hartford Insurance Co. of The Midwest
- IN Trumbull Insurance Co.
- KS Trumbull Insurance Co.
- KY Hartford Accident and Indemnity Co.
- LA Property/Casualty Ins. Co. of Htfd
- MA Hartford Underwriters Insurance Co.
- ME Trumbull Insurance Co.
- MI Hartford Accident and Indemnity Co.
- MN Hartford Accident and Indemnity Co.
- MO Trumbull Insurance Co.
- MS Trumbull Insurance Co.
- MT Hartford Accident and Indemnity Co.
- NC Hartford Casualty Insurance Co.
- NH Hartford Accident and Indemnity Co.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED The University of St. Augustine	
POLICY NUMBER See Certificate Number: 570063974544		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570063974544	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance
 WC Ded Carrier by State

Policy # 42WS11305

Carriers

NJ Hartford Insurance Co. of The Midwest
 NM Trumbull Insurance Co.
 NV Trumbull Insurance Co.
 NY Hartford Insurance Co. of The Midwest
 OH Hartford Fire Insurance Co.
 OK Hartford Accident and Indemnity Co.
 OR Trumbull Insurance Co.
 PA Hartford Insurance Co. of the S/E
 RI Trumbull Insurance Co.
 SC Hartford Accident and Indemnity Co.
 SD Trumbull Insurance Co.
 TN Trumbull Insurance Co.
 TX Trumbull Insurance Co.
 UT Trumbull Insurance Co.
 VA Trumbull Insurance Co.
 WA Hartford Fire Insurance Co.
 WV Trumbull Insurance Co.
 WY Hartford Accident and Indemnity Co.