

Agreement for Student Clinical Education

This Agreement is by and between the Regents of the University of Colorado, a body corporate, acting on behalf of the University of Colorado at Boulder's Speech, Language and Hearing Sciences Department (hereafter referred to as "School") and Milpitas Unified School District (hereinafter referred to as "Agency").

WHEREAS, School is an institution of higher education of the State of Colorado that offers an educational program at the baccalaureate, graduate, and/or doctoral levels for the preparation of professional clinical practitioners; and

WHEREAS, Agency has certain facilities available for clinical experiences and desires to provide such facilities for educational purposes in the preparation of students in the clinical practitioner program; and

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements and agreements in furtherance thereof, to provide high quality clinical learning experiences for students enrolled in certain of School's programs;

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

1.0 TERM

This Agreement will remain in effect for a period of 10 years, commencing on the date this Agreement is signed by both parties. Thereafter, the term of this Agreement shall automatically renew for successive five (5) year terms unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement. During the term of this agreement, either party may terminate the agreement upon ninety (90) days written notice to the other party. This is a blanket agreement that shall apply to all School students participating clinical experiences at Agency during the term.

2.0 PAYMENT TERMS

Not applicable

3.0 INDEPENDENT CONTRACTOR

The relationship of School and Agency shall be and is that of independent contractor. It is not intended that any employer-employee, joint venture or partnership be established hereby, expressly or by implication, nor shall any employee, agent or contractor of School be the employee or agent of Agency or vice versa. Neither party nor any of its employees or agents shall have the right to bind the other, to transact any business in the other's name or on behalf of the other, or to make any promises or representations on behalf of the other, except as is reasonably necessary for the parties to perform services in accordance with this Agreement.

4.0 RESPONSIBILITIES OF THE AGENCY

Agency has ultimate responsibility for the quality of care given to patients. School curriculum needs shall not override Agency patient care responsibilities.

Agency shall designate a staff member to serve as the primary point of contact and supervisor of School's students.

At the commencement of a student's placement, Agency's contact person shall provide an orientation as to Agency's administrative policies and standards, including applicable confidentiality laws, rules, regulations and procedures with regard to patient care and records.

Agency assumes no obligation for the student's:

- ◇ Wages
- ◇ Worker's compensation
- ◇ Professional liability insurance
- ◇ Health insurance
- ◇ Transportation
- ◇ Meals
- ◇ Housing
- ◇ Uniforms
- ◇ Equipment

Agency shall provide reports on each student's performance to the School, on appropriate forms that are provided by the School prior to start of rotation.

Agency shall communicate with School representatives concerning any unanticipated incident or occurrence that might arise due to a student's performance. Agency shall cooperate and assist School in its investigation of said incident. The School shall cooperate and assist Agency in its investigation of said incident.

Agency will limit access to students' files and personal information and will maintain such files and personal information in confidence.

Agency will provide written notification to School promptly if a claim arises involving a student.

Agency may request the removal of any student whom Agency determines is not performing satisfactorily, or who refuses to follow the applicable administrative and patient care policies, procedures, rules and or regulations. Such request must be made in writing, and must include a statement of the reason or reasons why Agency desires to have the student removed. The student must be afforded by School an opportunity to respond in writing to the statements. However, Agency may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

5.0 RESPONSIBILITIES OF SCHOOL

School shall designate a member to serve as the primary point of contact for Student. Contact person will review with the student all requirements/documentation necessary before onset of assignment at Agency.

School shall assign to Agency only those students who have satisfactorily completed the prerequisite didactic and clinical portion of the School's curriculum, including information regarding HIPPA compliance, ethical and legal responsibilities and universal precautions.

School will retain ultimate responsibility for the education of its students.

School will require all students assigned to Agency to provide proof of health insurance. In the event of an emergency, Agency will provide such first aid emergency care as is provided its employees. The student will be responsible for any charges thus generated if the charges are not covered by the Colorado Workers Compensation act.

School will provide Worker's Compensation Insurance to cover students assigned to student internship programs at Agency pursuant to the option granted in C.R.S. §8-40-302(7) (b).

School shall notify each student that he/she is responsible for:

- ◇ Following the administrative policies, standards, and practices of Agency.
- ◇ Providing the necessary and appropriate dress code required by Agency.
- ◇ Providing his/her own transportation and living arrangements
- ◇ Maintaining his/her own health records, and providing his/her own health and professional liability insurance coverage and documentation as required by Agency.
- ◇ Completing pre-placement health screening, documentation of medical records, and background checks and/or finger printing and orientation as required by agency

6.0 LIABILITY

School agrees to be responsible for the negligent acts and omissions of its officers, agents and employees. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or other protections provided School under the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as amended ("Act"). The parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado or School and its officers, agents or employees is controlled and limited by the provisions of the Act.

7.0 INSURANCE

School shall require each student participant to obtain and maintain professional liability insurance coverage in amounts and kind required by Agency.

School warrants and represents that it self-insures for general liability, automobile liability, workers' compensation, employers' liability. School agrees that, when applicable, its self-insurance program shall provide coverage in accordance with the limits of the Colorado Governmental Immunity Act. The Colorado Governmental Immunity Act provides that the maximum amount that may be recovered against a public entity or public employee shall be (a) \$350,000.00 for any injury to one person in a single occurrence, and (b) \$990,000.00 for

any injury to two or more persons in a single occurrence, except in such instance no person may recover in excess of \$350,000.00.

In the event that the activity takes place in a state other than Colorado, and/or a court of competent jurisdiction determines that the limits of the Colorado Governmental Act do not apply, the University of Colorado maintains the following coverages:

Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

Automobile Liability

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
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Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$ 100,000
	\$ 500,000
	\$ 100,000

8.0 TERMINATION WITH AND WITHOUT CAUSE

Either party may terminate this Agreement without cause upon sixty (60) days' written notice. Should notice of termination be given under this section, students then scheduled to Agency will be permitted to complete any previously scheduled clinical assignment at Agency.

9.0 MODIFICATION AND WAIVER

No modification of this Agreement shall be deemed effective unless in writing and signed by each of the parties hereto. Any waiver of a breach of any provision(s) of this Agreement shall not be deemed effective unless in writing and signed by the party against whom enforcement of the waiver is sought.

10.0 ASSIGNMENTS

This Agreement shall not be construed as permitting assignment of any right or obligation hereunder, and such assignment by either party is prohibited without the express written consent of the other party.

11.0 SEVERABILITY

If any part of this Agreement shall be determined to be invalid, illegal or unenforceable by any valid Act of Congress or act of any legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonably possible.

12.0 NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, postage and delivery charges pre-paid, and shall be sent by telecopier, hand delivery, overnight mail service, first class mail or certified mail, return receipt requested, to Agency or School at the addresses and/or facsimile numbers set forth below. Any party may change the address to which notices are to be sent by notice given in accordance with the provisions of this section. Notices hereunder shall be deemed to have been given, and shall be effective upon actual receipt by the other party, or, if mailed, upon actual receipt by the other party.

Until changed, notices to School should be addressed to:

Shelley Sheppeck, Director of Clinic Operations
SLHS University of Colorado Boulder
2501 Kittredge Loop Road
UCB 409
Boulder, CO 80309
Telephone: 303-492-5284; Facsimile: 303-492-3274; Email: shelley.sheppeck@colorado.edu

Until changed, notices to Agency should be addressed to:

Sheila Murphy-Brewer, Ed.D., Executive Director of Human Relations
1331 E. Calaveras Blvd.
Milpitas, CA 95035
Phone: 408-635-2600, ext. 6071; email: smurphy@musd.org

13.0 COMPLIANCE WITH LAWS AND REGULATIONS

Agency represents and warrants that throughout the term of this Agreement and any extension hereof, all services covered by this Agreement shall be and shall remain in compliance with all applicable federal, state and local laws and regulations, and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards.

Agency maintains a voluntary corporate compliance program to detect and prevent illegal and unethical activities. School confirms that it has been informed of Agency's corporate compliance process for reporting suspected fraud, abuse or other illegal or unethical activities, and will assure that all employees or agents of School who may perform any of the services or obligations under this Agreement are informed of the same and instructed to report accordingly. School acknowledges it has been provided a copy of Agency's Code of Business Conduct document entitled "ABCs of Appropriate Business Conduct."

School represents and warrants that throughout the term of this Agreement and any extension hereof all products and/or services covered by this Agreement shall be and shall remain in compliance with all applicable federal, state and local laws and regulations.

14.0 CONFIDENTIALITY

Performance of health care services includes a duty by Agency to safeguard certain confidential information (including, but not limited to, patient protected health information) from unauthorized disclosure. Therefore, access to information identified as confidential shall be limited to student participants and those employees of School who reasonably must have such information to perform their duties under this Agreement. School agrees to inform student participants and

employees with access to the above-described confidential information that unauthorized disclosure of such information is prohibited.

Agency agrees to maintain as confidential personally identifiable information about student participants, and not to disclose such information to third parties without the prior consent of the student as required by the Family Educational Rights and Privacy Act (34 CFR 99.33)

15.0 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

School shall not discriminate because of race, color, religion, sex, age, national origin, marital status, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning School. In addition, School affirms that it is an equal opportunity and affirmative action employer, and that it shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, executive order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1976; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto. The Equal Opportunity clauses set forth in 41 CFR § 60-1.4 and 41 CFR § 60-741.5 are hereby incorporated by reference into this Agreement.

16.0 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes all prior negotiations, agreements and understandings between the parties, whether oral or in writing, concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

Regents of the University of Colorado
(School)

Milpitas Unified School District
(Agency)

By: _____
Signature Date

By: _____
Signature Date

Russell Moore
Provost and Executive Vice Chancellor
Academic Affairs

Name

Title