



ST. CATHERINE UNIVERSITY

AGREEMENT FOR CLINICAL EXPERIENCE

This Agreement ("Agreement"), effective 1/21/2020 is between ST. CATHERINE UNIVERSITY at 2004 Randolph Avenue, St. Paul, MN 55105 (the "University") and Palos Verdes Peninsula Unified School District at 375 Via Almar, Palos Verdes Estates, California, 90274 and such affiliated sites as are identified in writing and approved in advance by the University (the "Facility").

Students enrolled in educational programs offered by the University are required to participate in one or more clinical experiences and the Facility wishes to assist in the provision of such clinical experiences.

The term "clinical" includes instructional experiences which may be called "clinical field experience," "practicum," "fieldwork," or "internship," by a specific program of the University.

The University and the Facility wish to enter into this Agreement to outline the terms under which students enrolled in the program(s) listed in the attached Exhibit A ("Program(s)") may participate in a clinical experience at the Facility.

Accordingly, the University and the Facility agree as follows:

1. Administration of Program

The University is responsible for developing the Program's curriculum, determining prerequisites and eligibility requirements for students to participate in the Program, determining academic credit for participation in the Program, evaluating and grading students performance, and otherwise administering the Program. The Facility will designate a liaison to serve as the principal contact person between the Facility and the University concerning the University's oversight and administration of the Program.

2. Placement of Students

The Facility will allow placement of students from the OTA Online Program at the Facility, subject to conditions that include:

- a. The appropriate department head at the Facility and the applicable University Program Director will agree in writing to the placement of specific Program students at specific site(s) and department(s) at the Facility, and as to the specific arrangements (e.g. number of students accepted, starting date, duration of the clinical experience).

- b. The University will furnish the Facility with written objectives for each student clinical experience as well as guidelines for evaluating student success.

3. Contract Period

This agreement is effective beginning 1/21/2020 and will renew automatically for succeeding academic years unless either party gives the other written notice on or before August 1 that it will not renew the contract for the academic year beginning the following September. This agreement will then expire July 31, 2024.

4. Insurance and Liability

The University will maintain the following types of insurance covering each faculty member and student participating in a clinical experience at the Facility in the Program(s).

- a. General liability insurance in the amount not less than one million dollars (\$1,000,000) for each occurrence and annual aggregate.
- b. Professional/medical malpractice insurance in an amount not less than two million dollars (\$2,000,000) for each claim and four million dollars (\$4,000,000) annual aggregate.
- c. The Facility will maintain general liability insurance in the amount not less than one million dollars (\$1,000,000) for each occurrence and annual aggregate.
- d. The Facility will maintain workers' compensation that covers the students in the Program if required by applicable laws.
- e. Students will carry their own health insurance while enrolled in the health professions programs at St. Catherine University

To the fullest extent allowed by law, University shall defend, indemnify and hold Facility, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to: 1) University's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or will-full misconduct of University, any student, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract. University's indemnification under this Section includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.

5. Supervision

A qualified University faculty member will provide distance support for students and clinical educators as needed for level I fieldwork and level II fieldwork via conference calls, electronic communication, or site visits.

For fieldwork II experiences, the Facility will have immediate responsibility for the day to day supervision of the students' clinical experiences and the primary on site supervision will be conducted by a named fieldwork educator at the Facility.

Fieldwork I utilizes a group model experience and the preceptor role will be fulfilled by a University employee who will be onsite with the students.

Facility supervision in either case will be conducted by persons who have the necessary skills, qualifications, credentials, and, where applicable, licensure or certification, to provide such supervision.

The Facility and the University will agree to a fieldwork plan that includes the details of the fieldwork supervision, the goals and experiences to be made available to students, access to space or other resources if relevant, and communications among students, the Facility, and the University.

6. Orientation and Facility Policies

The Facility will orient students to the Facility and provide students and the University with applicable rules and policies of the Facility that are relevant to the students' experience at the Facility, including the Facility's policies regarding patient and other records, patient confidentiality, health and safety rules, infection control, dress codes, and conduct. ("Facility Policies"). Students and University faculty (when engaged in activities involving the Facility) shall be subject to Facility Policies. The Facility may require each student participating in a clinical experience to acknowledge in writing that s/he agrees to be bound by such rules and policies.

7. Documentation of Health Status

Prior to their participation in a clinical experience at the Facility, the University will obtain the following from the student. Faculty members expected to be physically present at the Facility will have on record with the University evidence of the absence of tuberculosis as demonstrated annually by a negative Mantoux test or QuantiFERON (blood test) within the year preceding entrance into the clinical facility.

- a. Evidence of immunity to rubeola (red measles) as demonstrated by one or more of the following: (1) physician documentation of two doses of live measles vaccine on or after the first birthday; or (2) laboratory evidence (blood titer) of immunity to measles.

- b. Evidence of immunity to rubella as demonstrated by: (1) laboratory evidence (blood titer) of immunity to rubella; or (2) documented immunization with live virus vaccine on or after their first birthday.
- c. Evidence of immunity to mumps as demonstrated by: (1) laboratory evidence (blood titer) of immunity to mumps; or (2) documented immunization with live virus vaccine on or after their first birthday.
- d. Evidence of the absence of tuberculosis as demonstrated annually by a negative Mantoux test (2 step initially, then one step thereafter) within the year preceding entrance into the clinical facility. In the event that the Mantoux test is positive, faculty and students will be required to provide documentation of a negative chest x-ray upon admission to their academic program or documentation of having received the INH series followed by documentation of one negative chest x-ray at the time of admission to their academic program.
- e. Documentation of immunizations, positive antibody titer to Hepatitis B or signed declination (applicable to students and faculty members participating in clinical experiences where patient contact is expected and where exposure to body fluids may reasonably be anticipated).
- f. Evidence of immunity to Varicella as demonstrated by (1) documented history of disease, (2) documentation of blood screen immunity (print Lab report); or (3) documentation of two vaccines.
- g. Documented current TDAP/DTAP
- h. Documentation of influenza vaccine during active flu season (October -March).
- i. Immunization information will be kept onsite at the University. If information is needed, the Facility is responsible for obtaining a copy from the student or the university.

8. Access and Confidentiality

Students shall be instructed by the University prior to beginning a clinical experience at the Facility concerning the confidentiality of medical information of Facility's patients. For purposes of compliance with the Health Insurance Portability and Accountability Act and associated privacy regulations (HIPAA), students shall be considered part of Facility's work force as that term is defined in HIPAA to include trainees and students.

Students are not considered work force or employees of the Facility for other purposes, including but not limited to tax or employment law purposes. The Facility shall provide the necessary training regarding HIPAA.

9. Confidentiality of Student Information

The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and

all information in its possession regarding the University's students engaged in a clinical experience at the Facility pursuant to this Agreement.

10. Nondiscrimination

The parties shall comply with their respective internal policies of nondiscrimination and with the anti-discrimination provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments Act of 1972, the Americans with Disabilities Act, Fair Credit Reporting Act, and other applicable federal, state and local laws.

11. Accreditation/Licensure

The Facility will maintain all licensure required by applicable law, and in the case of a hospital or other facility where accreditation is applicable, the Facility will maintain accreditation by an appropriate Joint Commission, CMS or other accrediting body.

12. Responsibility for Care

The Facility will retain responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as the presence of the educational program affects the operation of the Facility and/or direct or indirect care of patients.

13. Right to Terminate Participation

The Facility, in maintaining its standard of patient care and safety, reserves the right to terminate the participation of any student or instructor from the Facility and to refuse any such person further participation in a clinical experience under this agreement.

14. Background Studies

Notwithstanding anything herein to the contrary, the University agrees and represents that it will conduct a National Background Study for all students prior to starting their lab and fieldwork experience and or other background checks required by applicable state law; provided, however, that the Facility agrees to advise the University of the background checks required by applicable law for that Facility and does so sufficiently in advance of the start of the clinical experience so as to enable them to be completed on a timely basis.

- ☐ Background study clearances will be kept onsite at the University. If copies are needed, the Facility is responsible for obtaining a copy from the student.

15. Miscellaneous

- a. The University and the Facility shall each bear their own costs associated with this Agreement. The Facility is not obligated to pay the University or students, nor are the University or students obligated to pay the Facility with respect to the clinical experience referenced in this Agreement.
- b. The parties each represent that its policy is to comply with applicable laws, including non-discrimination laws, in carrying its responsibilities under this Agreement.
- c. This Agreement may be amended at any time upon the mutual consent of the parties. All such amendments must be in writing and signed by the authorized representatives of the parties.
- d. In the event that any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement are nonetheless enforceable.
- e. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement shall not be construed a partnership, join venture or any other relationship, other than that of independent contractors

ST. CATHERINE UNIVERSITY

Dated: 1/24/2020



Angela M. Riley
Executive Vice President and Chief Financial Officer

FACILITY:

Palos Verdes Peninsula Unified School District

Dated: _____

Keith Butler, Ph.D.
Associate Superintendent, Business Services

EXHIBIT A

Agreement for Clinical Experience effective 1/21/2020 between St. Catherine University and Palos Verdes Peninsula Unified School District

Participating University Program

ASL/English Interpreting
Community Work and Learning
Exercise and Sports Science
Master Health Informatics
Holistic Health Studies
Library and Information Science
Nursing-RN to BS
Nursing-RN to BA
Nursing-MSNEL
Nursing-NP-Adult Gero/Pediatrics
Nursing-Nurse Educator
Nursing-DNP
Nutrition/Dietetics
Occupational Therapy Assistant
Occupational Therapy Assistant-Online
Occupational Therapy –MAOT
Occupational Therapy – OTD
Physical Therapist Assistant
Physical Therapy-DTP
Physician Assistant
Public Health/Community Health Worker
Master Public Health
Radiography
Radiation Therapy
Respiratory Care
Social Work-MSW
Social Work-BSW
Sonography

Administrator responsible to execute the attached clinical agreement and amendments to its.

University
Angela M. Riley
Executive Vice President and Chief Financial Officer