

Department Clinical Affiliation Agreement

This Agreement is made by and between the University of North Dakota **Department of Communication Sciences and Disorders** ("University" or "UND") and **Duluth Public Schools** ("Facility").

WHEREAS, the State of North Dakota, doing business as the University of North Dakota, desires to obtain clinical education experience for its students and

WHEREAS, it is the shared responsibility of the University and the Facility to create and maintain an appropriate learning environment and

WHEREAS, the Facility is committed to the professional education and training of University students and is willing to assist in their education by providing them high-quality clinical education experiences.

NOW THEREFORE, the University and Facility agree as follows:

I. THE UNIVERSITY AGREES:

- 1.1 To be responsible for meeting applicable program accreditation requirements.
- 1.2 To provide information to its students and the Facility that outlines standards of performance and guidelines for the clinical education experience.
- 1.3 To assign appropriate faculty/staff to serve as clinical education liaisons between the Facility and the University.
- 1.4 To provide professional and general liability insurance for University students and faculty/staff liaisons with maximum limits of \$1,000,000 per occurrence and \$5,000,000 annual aggregate.
- 1.5 To inform students of the confidential nature of all Facility patient and client records, and of their obligations to protect the privacy and security of all protected health information.
- 1.6 To place only students who have satisfactorily completed all required prerequisite courses and any other academic requirements and have been recommended by University faculty for placement in such a clinical education experience. Upon request, University will provide Facility with information regarding the student's experience and/or academic background prior to placement, as authorized by the student.
- 1.7 To inform the students that they must adhere to the administrative policies and procedures of the Facility.

1.8 To inform the students that they must comply with the health requirements of the Facility and supply the Facility with any required documentation.

1.9 To assure that a criminal background check is completed on all students to be placed with the Facility. Upon request, University shall make available to the Facility a background check report for all student participants, as well as a detailed description of the various components of the University's comprehensive background check process.

1.10 To inform the students that they may be required to undergo a drug test pursuant to the Facility's policies and practices, and that the cost of any drug test will be paid by the student, if not the Facility.

II. THE FACILITY AGREES:

2.1 To collaborate with the University in the selection of learning assignments which meet the educational needs of the students.

2.2 To supervise and instruct the students during the experience. Upon request, the Facility shall provide vitae of persons supervising or instructing students to the University.

2.3 To conduct student performance evaluations as directed by the University.

2.4 To notify the University immediately if a student is not performing satisfactorily. The Facility will follow any oral notice or communication made under this paragraph with a written communication.

2.5 If clinical education students are required by Facility to undergo a drug test, Facility shall provide University with notice and explanation of any positive or unacceptable drug test results. If students are required by Facility to undergo a drug test, Facility shall obtain advance authorization from students permitting Facility to notify and explain to University any positive or unacceptable drug test result.

2.6 To provide the students with appropriate office space, equipment, and resources, including access to the Facility's physical and/or on-line library, to carry out their assigned duties and learning objectives.

2.7 To orient students to the Facility and its conduct and performance policies, procedures, rules, and regulations.

2.8 To supply the University with copies of any policies or procedures with which the students will be expected to comply.

2.9 To notify the University prior to student placement in the Facility of any health and fitness related requirements, including medical insurance coverage, immunization record, physical exam, and/or drug testing.

2.10 To maintain throughout the term of this Agreement all licenses, permits, certificates, and accredited statuses held at the time of execution of this Agreement, which are applicable to performance of this Agreement.

2.11 To maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur.

III. THE UNIVERSITY AND THE FACILITY AGREE:

3.1 That the number of students placed in the Facility, the duration, and the timing of the experience shall be mutually agreed upon.

3.2 To collaborate in identifying specific experience objectives and learning activities for each student placed in the Facility.

3.3 To follow termination procedures outlined in the University's applicable program guidelines or instruction manual in the event a student placement is terminated prior to its intended conclusion.

3.4 That the Facility may exclude from participation any student whose performance is determined to be detrimental to the Facility's clients; who violates established Facility policies, procedures and/or ethics codes; or whose performance is otherwise unsatisfactory, including any student who is unable to maintain compatible working relationships with Facility employees, or whose health status precludes their regular attendance and successful completion of the experience.

3.5 In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, the Facility will refer such student to the nearest emergency facility. The student will be responsible for any charges thus generated.

3.6 That the University is primarily responsible for the educational program, academic affairs, and the assessment of assigned University students.

3.7 That the University is primarily responsible for the appointment and assignment of faculty members with responsibility for the teaching of assigned University students.

3.8 That the Facility recognizes that, in order for University to maintain accreditation for certain departments/programs, a representative from the applicable accrediting council/organization may need to observe a student providing services under this Agreement. Facility shall allow the representative access to its facility provided that University, student, and the applicable accrediting council/organization take reasonable steps to ensure appropriate professional conduct related to protected health information and ensures that the representative is held to the same standards of patient privacy rules/expectations as the student and University.

IV. LIABILITY

4.1 Each party shall be responsible for claims, losses, damages, and expenses, which may arise out of negligent or wrongful acts or omissions of that party or its agents or employees, acting within the scope of their duties in the performance of this Agreement.

4.2 The tort liability of the University is as set out in chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. Nothing herein shall preclude the State of North Dakota from asserting against third parties any defenses to liability it may have under North Dakota law or be construed to create a basis for a claim or suit when none would otherwise exist.

4.3 Facility agrees to inform University in the event either an investigation or claim arises out of patient or client care services performed by a University student and shall provide University with reasonable access to information involving such student in any investigation or claim. Facility shall notify University of the disposition of any such investigation or claim.

V. TERM AND TERMINATION OF AGREEMENT

5.1 This Agreement shall be effective beginning the date of execution by the parties and shall remain in effect for five (5) years from the date of execution. Either party may terminate this Agreement without cause at any time upon 60 days written notice to the other party.

5.2 In the event that the Facility terminates this Agreement, the Facility agrees that no students participating in an ongoing clinical education experience will be denied the opportunity to complete the affiliation, even when the effective date of termination occurs prior to the completion date of the clinical education experience. In such an event, all applicable provisions of this Agreement,

including the right to terminate any student, shall remain in force until the end of the clinical education experience.

5.3 The University may terminate this Agreement effective upon delivery of written notice to the Facility, or at such later date as may be stated in the notice, if any license, permit, certificate or accreditation required by law, rule or regulation, or by the terms of this Agreement, is for any reason denied, removed, suspended, or not renewed.

VI. NONDISCRIMINATION

The University and the Facility agree that in the performance of this contract there will be no discrimination in violation of the law or the policies of the University of North Dakota. Therefore, there will be no discrimination on the basis of race, color, sex, religion, sexual orientation, gender identity, genetic information, age, national origin, the presence of any mental or physical disability, political belief or affiliation, status with respect to marriage or public assistance, or status as a veteran.

VII. APPLICABLE LAW

This Agreement is governed by the laws of the State of North Dakota.

VIII. ASSIGNMENT

Neither party may assign or otherwise transfer or delegate any right or duty, without the express written consent of the other party.

IX. NOTICES

All notices or other communications purporting to exercise or otherwise affect rights and duties under this Agreement shall be given by registered or certified mail, addressed to the parties as indicated below, and are complete on the date mailed.

UNIVERSITY:

University of North Dakota
Department of Communicaton
Sciences and Disorder
290 Centennial Drive, Stop 8040
Grand Forks, ND 58202-8040

FACILITY:

Duluth Public Schools
DIRECTOR of BUSINESS SERVICES
215 N 1ST AVE EAST
Duluth, MN 55802

The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court govern.

X. MODIFICATION

This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written agreement signed by both parties.

XI. SEVERABILITY

If any term or provision of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term or provision.

XII. MERGER

This Agreement constitutes the entire agreement between the parties. There is no understanding, agreements, or representations, oral or written, not specified within this Agreement.

XIII. CONSIDERATION

Under the terms of this Agreement, neither party is obligated to make any payments of any kind to the other party.

XIV. WAIVER

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under, or arising from, the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

XV. INDEPENDENT CONTRACTORS

The parties are independent contractors and shall not act as an agent for the other party, nor shall either party be deemed to be an employee of the other party for any purpose whatsoever. Neither of the parties shall have any authority, either express or implied, to enter any agreement, incur any obligations on the other party's behalf, nor commit the other party in any manner whatsoever without the other party's express prior written consent. Any promotional business representation by either party of the other shall be approved in advance.

Remainder left blank intentionally
~Signatures on following page~

Authorized Signatures

APPROVED FOR:

Duluth Public Schools



By: Bill Hanson / CFO
Enter Contact Name/Title

Date: 3/16/15

By:
Enter Contact Name/Title

Date:

By:
Enter Contact Name/Title

Date:

APPROVED FOR:

University of North Dakota
Department of Communication Sciences
and Disorders

By:
Thomas DiLorenzo
Provost and Vice President for Academic
Affairs

Date:

By:
Jody Paulson, Director of Clinical Education
Communication Sciences and Disorders

Date:

By:
Enter Contact Name/Title

Date: