



UNIVERSITY OF ST. AUGUSTINE

FOR HEALTH SCIENCES

Student Affiliation Agreement

- Between -

Keller Independent School District
350 Keller Parkway
Keller, TX 76248

- And -

University of St. Augustine for Health Sciences

- ☐ Physical Therapy (PT)
☐ Occupational Therapy (OT)
☒ Speech Language Pathology (SLP)*
☐ Nursing (MSN, DNP)

This Agreement is made and entered into this 12th day of May, 2022
(Effective Date) by and between Keller Independent School District
 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, OT, SLP, and Nursing students in master and doctorate entry level, and post-professional master, doctorate, graduate certificate, 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, health care practitioner or academic institution 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

*The Master of Science in Speech-Language Pathology (MS-SLP) education program at the University of St. Augustine for Health Sciences is a Candidate for Accreditation by the Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA) of the American Speech-Language-Hearing Association, 2200 Research Boulevard, #310, Rockville, MD 20850, 800-498-2071 or 301-296-5700. Candidacy is a "preaccreditation" status with the CAA, awarded to developing or emerging programs for a maximum period of 5 years. However, while the SLP program has achieved candidacy status, it is not considered fully CAA-accredited but will be pursuing full accreditation. In order to be in candidacy status, a program must meet all institutional and programmatic eligibility requirements and must comply with the CAA Standards in a logical sequence over several years. The CAA's decision to award candidacy status is based on the program's submission of a comprehensive development plan and the program's and institution's demonstrated commitment and ability to implement the program fully. Applying for accreditation does not guarantee that CAA will grant accreditation.

It is the intent of the USAHS MS-SLP program to comply with Candidacy status requirements and to seek full accreditation.

- (a) Assume responsibility for continuing compliance with the educational standards of the appropriate accreditation and licensing bodies.
- (b) Designate a member of the faculty or staff to communicate with the Facility on all items pertinent to clinical education. This includes: Academic Fieldwork Coordinator and Doctoral Coordinator (OT), Academic Coordinator of Clinical Education (PT), Director of SLP Clinical Educator (DSLPC), and Nursing Practicum Coordinator (Nursing).
- (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 specific 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) Require students to complete training on 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”) to the extent such laws and regulations apply during the term hereof. 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) Require each student to carry a current medical insurance policy and be certified in CPR and first aid (first aid is required for OT, PT and SLP programs) by the American Heart Association, and complete mandatory training in blood borne pathogens (OSHA).
- (h) 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 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.
- (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 measles, mumps and Rubella (MMR) 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, (vi) flu shot, and (vii) Texas campus - bacterial meningitis according to the Texas Higher Education Coordinating Board.

- (k) Post professional OT and PT students must maintain a current license to practice in the state in which the residency is occurring. Nursing students must maintain a current unrestricted registered nurse (RN) license to practice nursing in the state in which the practicum is occurring
- (l) Obtain and maintain evidence that each student has received a (i) fingerprint report; (ii) background check; and (iii) drug screen.
- (m) 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. Orientation shall include but is not limited to addressing appropriate facility/site specific security and safety measures.
- (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.
 - i. Nursing preceptors will have a minimum of a master's degree and one year's experience.
- (d) Students may be assigned to more than one clinical supervisor/preceptor/educator. The facility is responsible for continuity and effective communication between the supervising clinicians to assure an appropriate learning environment and student performance evaluation.
 - i. Nursing: Designate or approve an individual who is the primary preceptor to the student and is responsible for planning practicum experiences and evaluation of student performance along with the Practicum Course Faculty. This preceptor shall have a minimum of a master's degree and at least one year of specialty experience in the specialty area of the student (e.g., a preceptor serving as a preceptor for a nurse executive student must have at least one year of experience as a nurse executive). The student will work under the supervision of the preceptor.
- (e) Make available to the students the space, facilities, equipment and supplies necessary for rendering Facility directed patient care and treatment, including appropriate PPE as required by the facility and/or by state and federal guidelines.
- (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/clinical practicum experience and continually evaluate the effectiveness of the fieldwork/internship/clinical practicum.
- (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 a clinical experience shall be jointly addressed by the University clinical education faculty member, clinical supervisor/preceptor and student. The University Student Handbook and Clinical Education 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 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 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. Nothing herein is intended or shall be construed to waive the Facility's entitlement to sovereign immunity, if applicable.
- (h) If 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 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.
- (n) The University provides continuing education opportunities to affiliated sites and employees who provide supervisor for students. The clinical site and employees warrant that payments and other things of value provided by the University under his Agreement will be used for the professional benefit of the site or employee and not for the personal benefit of any individual who might influence the awarding of clinical positions for USAHS students.

4. **Insurance**

University and Facility shall always each secure and maintain during the Term of this Agreement, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by University and Facility may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident;
	\$1,000,000 disease policy limit;
	\$1,000,000 disease each employee
Commercial General Liability	\$1,000,000/\$2,000,000
Business Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage
Professional Liability:	\$1,000,000/\$3,000,000

Both University and Facility agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

5. **Renewal, Termination and Modification**

- a. This term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years from the Effective Date ("Initial Term") unless earlier terminated in accordance with this

Agreement. This Agreement will auto-renew at the end of the Initial Term, and each term thereafter, for additional five-year periods (each a “Renewal Term,” and together with the Initial Term, the “Term”) until terminated in accordance with this Agreement.

- 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.

6. 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 Texas, and venue shall be in Travis County.

7. Notices

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 sent by certified mail, return receipt requested.

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

With a copy to: General Counsel, University of St. Augustine for Health Sciences
5401 LaCrosse Avenue, Austin, Tx 78739

If to the Facility:

Jennifer Love

Keller Independent School District

350 Keller Parkway

Keller, TX 76248

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

AS TO THE UNIVERSITY:

By:  C1F115548DCD4B4...

Brian Goldstein, Ph.D.
Chief Academic Officer (CAO),
Executive Dean, College of Rehabilitative Sciences
University of St. Augustine for Health Sciences

Execution Date:

5/12/2022

AS TO THE FACILITY:

By: _____

Name: _____

Title _____

Execution Date: _____

By: _____

Name: _____

Title _____

Execution Date: _____