



October 31, 2013

Duluth Schools  
Bridge Program  
Angela Sepp  
215 North 1<sup>st</sup> Ave. East  
Duluth, MN 55802

Dear Angela:

Enclosed are two signed originals of the Statement of Agreement between your facility and The College of St. Scholastica for participation in student fieldwork with the Occupational Therapy Program. Please obtain the appropriate signatures and **return one original to me for our records**. ACOTE requires that an original of the Agreement of Understanding be kept on file at the College.

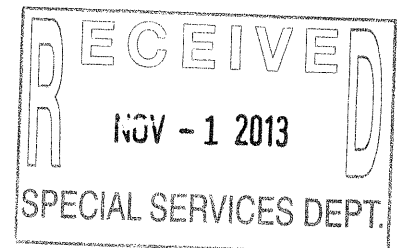
We look forward to continuing to participate with you in the education of both your students and our Occupational Therapy students.

If you have any questions, you may contact me at (218)-723-5967. I would be happy to assist you with any aspects related to fieldwork education that you need.

Sincerely,

(Robin) Michelle Warfel, MOT, OTR/L  
Interim Academic Fieldwork Coordinator  
Department of Occupational Therapy

Enclosure



THE COLLEGE OF ST. SCHOLASTICA  
Duluth, Minnesota

**STATEMENT OF AGREEMENT**

**I. PURPOSE**

This document constitutes an agreement between:

The College of St. Scholastica  
Department of Occupational Therapy  
1200 Kenwood Avenue  
Duluth, MN 55811-4199

(hereinafter referred to as the College)

AND

Bridge Program  
215 North 1<sup>st</sup> Ave. East  
Duluth, MN 55802  
(hereinafter referred to as the Center)

for the purposes of providing supervised clinical experiences for occupational therapy students.

The parties agree that by working together they will be contributing to the fulfillment of health care personnel needs and developing excellence in education and research by providing utilization of community resources. This cooperative effort will supplement client care, and otherwise benefit and enrich the Center through the stimulus of association with the College, its faculty, and students.

**II. MUTUAL AGREEMENTS**

The College and Center mutually agree:

1. to provide an educational opportunity for students to achieve the knowledge and skills necessary for the completeness of the curriculum and the professional competence of the students.
2. that the selection, placement, or advancement of students and/or faculty will not be determined on the basis of race, color, creed, religion, sex, or national origin. Furthermore, all provisions and standards of the 1964 Civil Rights Act and the 1992 Americans with Disabilities Act apply to the agreement.
3. periodic conferences, meetings and exchange visits of the College and clinical staff, and consultation with students will be held to assure continuous evaluation of this portion of the educational program.
4. each shall have equal rights to withdraw any student from assignment to the Center following appropriate consultation with the College and that documentation for withdrawal exists.
5. neither party is responsible for social security, unemployment, or worker's compensation for the students, as the students are not employees, agents or independent contractors of either institution.
6. both shall be familiar with the "*Fieldwork Performance Evaluation For The Occupational Therapy Student*" as published by the American Occupational Therapy Association to ensure a quality clinical education experience for students.

7. the College covenants and agrees to indemnify and save the Center harmless from any and all claims, actions, and courses of actions which may be made or filed against the Center as a result of any injuries to persons or property arising out of any and all acts or omissions of the College or its student interns, and that said indemnity shall include, but not be exclusive of, expenses and attorney fees that may be incurred by Center as a result of afore-described acts or omissions. The Center also covenants and agrees that it shall indemnify and save the College, or its student interns, harmless from any and all claims, demands, actions and courses of actions which may be made or filed against the College or its student interns, as a result of any injuries to persons or property arising out of any and all acts or omissions of the Center, its agents, servants and employees and said indemnity shall also include, but not be exclusive of, expenses and attorney's fees that may be incurred by the College as a result of the afore-described acts or omissions.

### III. THE COLLEGE: RIGHTS, RESPONSIBILITIES AND OBLIGATIONS

The College agrees to:

1. appoint one faculty member as Academic Fieldwork Coordinator to act as liaison between the College, the Center, and the students.
2. immediately notify the Center of changes in college supervisory staff and/or curriculum.
3. be responsible for arranging schedules, for assignment of students in cooperation with the Center, and for providing the Center with the necessary information on the names of students and dates of internship.
4. provide documentation that students are in compliance with the following immunizations and vaccinations prior to the clinical experience at the Center.
  - Date and results of last Mantoux/TB skin test.
  - Dates of measles, mumps, rubella (MMR), Rubella Titer results, Varicella Titer results and/or vaccination date.
  - Dates of Hepatitis B vaccinations or documentation of signed waiver.
  - Date of last tetanus booster or Tdap.
5. provide documentation regarding training in Universal Precautions.
6. conduct background studies required pursuant Minn. Stat. § 245A.04 for students and provide verification of results of the background study (dated less than 12 months before start date) to the Center at least 10 days prior to date student is scheduled to start.

In addition, the College agrees and represents that it will be responsible for conducting federal criminal background checks of all the students who are participating in the clinical experience and who have direct contact with, supervision, counseling, consultation, or medication assistance to patients.

7. recognize that the immediate Fieldwork Educator at the Center shall receive no remuneration from the College, but may utilize those facilities and benefits determined by the College to be afforded to clinical supervisors.
8. provide guidelines and the necessary forms for student evaluation.
9. provide proof of liability insurance coverage specific to the students enrolled in the Occupational Therapy Program.
10. advise students of their responsibility for complying with the existing rules, regulations, and

guidelines for this Statement of Agreement, including but not limited to the student's responsibility in providing the Center with goals and objectives for the internship, proof of health insurance coverage, and current First Aid and Cardiopulmonary Resuscitation (CPR) certification.

11. All College personnel, faculty and students who have access to patient or research medical records shall maintain strict confidentiality with regard to said records and shall not disclose any information contained therein to any person outside the clinical training program in which they are involved.

"The students will maintain the confidentiality of patients' records and will abide by the professional Code of Ethics. To comply with the Health Insurance and Portability and Accountability Act of 1996 (HIPPA), the parties agree that each student shall be required to sign a Confidentiality Agreement substantially in the form of Addendum A attached hereto and incorporated herein by reference".

#### IV. THE CENTER: RIGHTS, RESPONSIBILITIES AND OBLIGATIONS

The Center agrees to:

The Center agrees to:

1. appoint one person as the Fieldwork Educator who will have the responsibility of
  - a. coordinating student internships with the Academic Fieldwork Coordinator of the College's
  - b. Department of Occupational Therapy.
2. collaborate with the College's Academic Fieldwork Coordinator to develop site-specific student learning objectives that correlate to the AOTA evaluation instrument: "*Fieldwork Performance Evaluation For The Occupational Therapy Student*".
3. appoint a Fieldwork Educator who will evaluate and maintain individual records of clinical performance using the "*Fieldwork Performance Evaluation For The Occupational Therapy Student*" as published by the American Occupational Therapy Association.

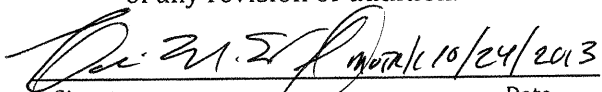
The Fieldwork Educator shall:

- a. have a minimum of one year of practice experience as an occupational therapist.
  - b. have current certification by NBCOT and meet all state practice regulations.
  - c. have a willingness to work with students by pursuing learning experiences to develop knowledge and skills related to clinical education.
4. immediately notify the Academic Fieldwork Coordinator of problem situations involving a student which have not been remedied through the Center's channels of communication. The Center shall also immediately notify the Academic Fieldwork Coordinator of unsafe or unethical actions taken by a student.
5. be responsible for arranging immediate emergency care in case of student accident or illness, but is not responsible for costs involved, follow-up care, or hospitalization.
6. immediately provide the College information on changes in accreditation by outside agencies, of changes in affiliation/ownership of the Center, and of changes in Fieldwork Educator status.
7. have available for the student it's operating policies and procedures manual and comply with Universal Precautions.
8. ensure that each Fieldwork Educator will:
  - a. provide a planned program of learning experiences in the Center which may include client care, in-service activities, professional meetings, and other activities designed to help the student learn in the clinic setting;

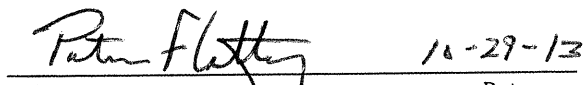
- b. aid in the development of educational material related to fieldwork/clinical education in occupational therapy;
  - c. evaluate and discuss with the student at points of midterm and final his/her performance. This evaluation shall be completed in writing at each time period. This form shall be returned to the College no later than two weeks following completion or termination of the student placement assignment.
9. provide a written description (appropriate form supplied by the College) of the physical facilities, equipment, and type of experiences available at the Center.
  10. provide an environment conducive to safe and ethical practice.
  11. retain responsibility for patient care at all times.


**V. TERMS OF AGREEMENT**

1. The term of this Agreement shall commence on **November 1, 2013** and shall continue in full force and effect for a period of five years thereafter, with automatic one-year renewals.
2. Any party may at any time terminate this Agreement, with or without cause, upon sixty (60) days advance written notice to the other parties of its intention to terminate, sent to that party's last known address, unless otherwise agreed by the parties.
3. Revisions to the agreement by either party must be made in writing. Reviewal date will be determined from the last date of any revision or addition.
4. This agreement may be revised or modified at any time by amendments to the agreement upon mutual consent of the parties. All such amendments must be made in writing and signed by the authorized representatives of the parties. Date of review will then be determined from the last date of any revision or addition.

  
 \_\_\_\_\_  
 Signature Date  
 Academic Fieldwork Coordinator  
 Department of Occupational Therapy  
 The College of St Scholastica

\_\_\_\_\_  
 Signature Date  
 Manager of Occupational Therapy/Rehab Department

  
 \_\_\_\_\_  
 Signature Date  
 Vice President for Finance  
 The College of St Scholastica

  
 \_\_\_\_\_  
 Signature Date  
 Center Administrator

**MEMORANDUM OF UNDERSTANDING  
BETWEEN NYSTROM & ASSOCIATES, LTD AND DULUTH SCHOOL DISTRICT, ISD #709**

**I. BACKGROUND AND INTENT**

This Memorandum of Understanding is between Nystrom & Associates, Ltd, a for-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Nystrom & Associates, Ltd and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to have mental health services available on site at its schools:

WHEREAS, Nystrom & Associates, Ltd. desires to locate co-located therapists and mental health practitioners in Duluth school buildings to provide mental health services such as individual and family therapy.

**Therefore, Nystrom & Associates, Ltd and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.**

**II. ROLES AND RESPONSIBILITIES**

**Roles of Nystrom & Associates, Ltd. and Duluth School District**

It is understood that Nystrom & Associates, Ltd. and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

**Role of Nystrom & Associates, Ltd. community mental health provider**

Students served by Nystrom & Associates, Ltd. are clients of Nystrom & Associates, Ltd., subject to the same rights and responsibilities as clients served in Nystrom & Associates, Ltd. clinic settings.

Nystrom & Associates, Ltd. will;

1. Meet with Duluth schools administration staff to plan a system of mental health service delivery
2. Use name badges with picture ID's to identify mental health practitioners as outside providers
3. Locate mental health practitioner(s) and professionals at Duluth schools in order to provide mental health services
4. Employ and be responsible for its mental health practitioners and professionals placed at Duluth schools
5. Maintain appropriate professional liability insurance
6. Meet with students at times which do not interfere with academic scheduling or other school functions without administrative permission or request
7. Meet with students at times that do not interfere with the delivery of Special Education Services as mandated by the students IEP.
8. Share student/client information with school staff as needed and with the consent of the student/responsible parent.
9. Obtain parental and school administrator (Principal) permission to provide mental health services in the schools

10. Maintain and own mental health records of students served
11. Obtain insurance and other information necessary to appropriately bill parents and/or 3<sup>rd</sup> party payers for services delivered. The School district shall not be responsible for the cost of services delivered by Nystrom & Associates, Ltd.
12. Meet periodically with school administration (Principals) or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

**Role of Duluth School District**

1. Meet with Nystrom & Associates, Ltd. administration staff to plan a system of mental health service delivery.
2. Meet periodically with Nystrom & Associates, Ltd. administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
3. Provide private meeting space for mental health *professionals* that include internet access and a telephone for emergencies.
4. Work with Nystrom & Associates, Ltd. to develop an appropriate referral system for co-located services
5. Train co-located staff from Nystrom & Associates, Ltd. staff on building policies and procedures
6. Provide Nystrom & Associates, Ltd. staff with student schedules in order to meet with approved students.

**III. GENERAL TERMS**

**Terms.** This Memorandum of Understanding will begin effective the date of 10-17-13 and will continue through 10-17-14. This MOU will renew for one year periods effective unlimited unless either party provides written notice of non-renewal two (2) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

**Termination.** Either party may terminate this Agreement by giving the other party two (2) months prior written notice.

**Confidentiality.** Nystrom & Associates, Ltd. and Duluth School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Nystrom & Associates, Ltd. and Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

Signed: Ann Eiden Date: 10/31/2013

~~Brian Nystrom, CEO~~ Ann Eiden, Administrative operations Director

Signed: WCHansen Date: 11/12/13

Bill Hansen, Business Services Director

**AFFILIATION AGREEMENT FOR PLACEMENT  
OF UNIVERSITY OF WISCONSIN STUDENTS**

This Agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin- Superior (hereinafter referred to as "University") and ISD 709-Duluth Schools (hereinafter referred to as "Facility").

In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below.

**THE UNIVERSITY AGREES:**

1. That each school or college of the University wishing to participate in a clinical education placement program with the Facility will annually provide the Facility with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Facility may exercise or are required to exercise; the rights of the Facility to review the University's program; the number of students to be assigned, the academic qualifications and the schedule of those students; and any other matters pertaining to the specific program content proposed by the department; and
2. To provide the Facility with a listing of students who will be participating in the program and to update that listing periodically.

**THE FACILITY AGREES:**

1. To review any Program Memorandum concerning a clinical education program submitted by a school or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal; and
2. Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of a particular University school or college.

**THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:**

1. The parties shall not discriminate in their training or education of any person or in the conditions of training or education or in other actions taken as a result of this Agreement by reason of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities;
2. That during the term of this Agreement, the State will indemnify University employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, pursuant to §895.46(1) and §893.82, Stats.;



3. That the Facility will indemnify its employees, officers and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency;
4. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party; and
5. This agreement shall be construed and governed by the laws of the State of Wisconsin.

**TERM OF AGREEMENT:**

This agreement shall be for a term of 3 years, commencing November, 30 2012. It may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other as shown below.

FOR THE UNIVERSITY:

FOR THE FACILITY:

Educational Leadership Department

Office of Business Services

Contact: Sue Masterson 715.394.8579

ISD 709

Center for Academic Service-Learning

215 N 1st Ave East

Contact: Jenice Meyer 715.394.8332

DULUTH, MN 55802

Name of Department Requesting the Agreement: \_\_\_\_\_

Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement. Such Program Memoranda do not require the specific approval of either party provided they contain provisions relating solely to program arrangements and content.

Any fully executed Program Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

FOR THE UNIVERSITY:

FOR THE FACILITY:

Jan Hanson, Vice Chancellor, Admin & Finance  
Signature of Authorized Official

Bill Hanson  
Signature of Authorized Official

11/22/13  
Date

Name and Title (type or print)

Bill Hanson CFO  
Name and Title (type or print)

Print Form