

SPEECH PATHOLOGY FIELD PLACEMENT AGREEMENT
BETWEEN BAYLOR UNIVERSITY AND
Franklin Township Public Schools

The following agreement is mutually agreed upon in order to clarify the joint and separate responsibilities between Franklin Township Public Schools hereinafter referred to as the "Agency," and Baylor University, a Texas non-profit corporation, hereinafter referred to as the "University," by which the parties will provide field instruction in Speech Pathology for selected students of the University. This contract supersedes any previous contract or agreement, verbal or written, entered into between the University and Agency for the purpose of Speech Pathology field placement.

SECTION I

It is mutually agreed that:

1. The purpose of Speech Pathology field placement with the Agency is to provide opportunities for learning and to enable the students to meet the objectives of field instruction.
2. The Agency will have the right to interview students selected by the University.
3. The Agency will have the right to reject any student who, in the Agency's judgment, does not meet its criteria for acceptance and to set the total number of students the Agency is willing to accept for placement.
4. The Agency through the Field Instructor(s) will provide input to the University's Speech Pathology curriculum and the University is responsible for maintaining adequate structure to consider the utilization of such input.
5. In the interest of quality clinical care, the Agency will provide supervision and instruction regarding individual cases seen by the student.
6. The number of students which the Agency will receive will be mutually agreed upon at least 4 weeks prior to the students' field experience.
7. The Agency will plan and administer all aspects of the clinical care program and shall provide qualified supervision of all clinical care activities.
8. Any provision of this agreement to the contrary notwithstanding, the Agency personnel may, at any time, relieve a student of any specific assignment, or may request that a student leave the clinical care area or the hospital premises, for any reason that the Agency personnel deem necessary for the quality of clinical care.

9. Any provision of this agreement to the contrary notwithstanding, a client may request that they not be a teaching client and such request will be honored by Agency and University. In addition, the Agency may, on its sole authority, designate one of its clients as a non-teaching client.

10. Students and faculty of the University may not be deemed employees of the Agency nor shall employees of the Agency be deemed to be employees of the University for purposes of compensation or benefits or within the terms of any workmen's compensation, unemployment compensation, or the withholding of income and social security taxes. This provision shall not be deemed to prohibit the employment of a student or faculty member of the University by the Agency under a separate employment agreement or prohibit the employment of an employee of the Agency by the University under separate employment agreement.

11. If Agency is a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, then for purposes of compliance with HIPAA, Students of University shall function as part of the Facility's "workforce", limited to the definition of 45 CFR §160.103 and shall be subject to the HIPAA policies and procedures of the Facility. University shall inform the assigned Students of the HIPAA requirements prior to their assignment to the Agency. However, University shall not be considered to be a Business Associate of the Facility, as that term is defined in 45 CFR §160.103.

12. Each party is separately responsible for compliance with applicable laws, including anti-discrimination laws that are applicable to their respective activities under the program.

13. The Agency is not responsible for providing a student with life insurance, workmen's compensation insurance, or hospitalization insurance. The Agency will not provide free medical care to the student.

14. Indemnity Provision – University agrees to indemnify and hold harmless the Agency from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of Students. Agency agrees to indemnify and hold harmless University against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of its employees. University has the authority to investigate liability claims or discrimination claims made by or against University, its faculty or students.

SECTION II

The Agency agrees to:

1. Accept students for field instruction in Speech Pathology including participation in the overall Agency program and activities as appropriate to the objectives of field instruction. The Agency will provide students such cases, client contacts, access to records and other information within the Agency to meet the objectives of field instruction, including both a variety of direct service experiences and experiences with the organizational functioning of the Agency as are available and appropriate.
2. Appoint a professional Speech Pathologist(s) who demonstrate(s) commitment to practice and to education to assume a day-to-day working relationship with the University's Field Coordinator and to act as Field Instructor(s) for the student(s) and will allot said staff member(s) sufficient time for planning, supervision, evaluation, and to gain familiarity with the University's program.
3. Furnish in writing to the University any exceptional criteria it considers necessary for the selection of students placed with the Agency.
4. Inform the University of any difficulties a student is having that might result in termination of the placement or a failing grade. The Agency will be responsible for documenting any student difficulties and efforts to deal with them.
5. Prohibit the disclosure of personally identifiable information, as defined by the Family Educational Rights and Privacy Act, of a student without the prior consent of the student, and to limit Agency's use of such information only for the purpose for which it obtained such information.
6. Provide the use of existing office space, including privacy for interviewing, and such equipment, supplies, and clerical assistance as are necessary to the accomplishment of the learning task and the student's responsibilities in the Agency.
7. Inform the University of any change in policies, procedures, or staffing that might affect the quality of nature of field instruction.
8. Provide the University with a written summary of student performance at the termination of the field experience.
9. Provide the University with the Agency's standards and regulations for personnel. Students will be subject to such rules and regulations of the Agency as are congruent with the educational objectives of field experience.
10. Retain responsibility for Speech Pathology services to its clients.

11. Maintain appropriate general liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs.

SECTION III

The University agrees to:

1. Assume responsibility for the selection of students to be interviewed by the Agency, and provide the Agency, prior to the interview, information about the student's academic achievement, previous work experience, and a brief autobiography. The University agrees to endeavor to meet the exceptional criteria specified by the Agency.
2. Honor a written request by the Agency, detailing the reason or cause, to relieve a student of his or her field placement responsibilities if such a student is found unsuitable for his or her assignment, or if unusual circumstances within the Agency dictate termination of the field experience.
3. Assume responsibility for the overall quality of the student's education in the Speech Pathology Program and for the administration of the field instruction program in relation to the educational requirements of the Speech Pathology Program and the University.
4. Be responsible for cooperation with the Agency in maintaining standards in preparing students for placement to assure the quality of services required by the Agency.
5. If requested by the Agency, maintain for itself and provide to Students or require that Students obtain and maintain appropriate general and professional liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs approved by Agency, in accordance with Agency's bylaws, rules and regulations. A copy of the certificate of insurance shall be provided to the Agency.
6. If the student will receive non-FERPA covered Protected Health Information, as that term is defined under HIPAA, as amended, during the placement, require students to obtain training in the legal requirements and practices concerning the:
 - A. Confidentiality of patient information prior to assignment to the Agency, which will include privacy and security standards established by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. §§1320d et seq., and regulations adopted under that act, as modified by the Health Information Technology for Economic and Clinical Health Act (HITECH) (P.L. 111-5), and regulations adopted under that act at 45 CFR Parts 160, 162, and 164. University will also instruct students in their responsibility to obtain education in Agency specific privacy and security requirements.

B. Confidentiality of knowledge and information obtained about the Agency while participating in the field placement, including knowledge and information regarding the business and operation of the Agency; policies, procedures, and guidelines of the Agency; and information about employees, agents, representatives, and contractors of the Agency.

7. If the student may be at risk for occupational exposure to blood or other potentially infectious materials, require students, as condition for participating in this field placement to obtain:

- A. Training in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Blood-borne Pathogens
- B. Training in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other blood borne pathogens.
- C. Training in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment.
- D. Information on the hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated.

SECTION IV

The student will be expected to:

- 1. Follow the administrative and clinical policies, standards, and practices of the Agency.
- 2. Comply with the regulations of professional conduct as outlined by the American Speech-Language-Hearing Association.
- 3. Obtain prior written approval of the Agency before publishing any materials related to the clinical experience.
- 4. Provide the necessary and appropriate dress (uniforms, if required). Provide his or her own transportation and living arrangements and meals.

SECTION V

- 1. This agreement will become effective as of the date last signed below.

2. This Agreement shall remain in effect until terminated. Either party may terminate this Agreement, with or without cause, by written notice to the other party at least sixty (60) days prior to the commencement of the next academic term. Students enrolled in the course at the time notice is given shall have the opportunity to complete the course of study in progress.

3. The parties to this agreement may amend this Agreement as deemed necessary provided, however, that no amendment to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties.

4. All the terms, conditions, and provisions agreed upon by the parties to this agreement are incorporated in this document.

For the faithful performance of the terms of this agreement, the parties hereto, in their capacities as stated, affix their signatures and bind themselves.

BAYLOR UNIVERSITY

By: _____
Rodney G. Bowden
Dean, Robbins College of Health and Human Sciences

Date: _____

AGENCY: Franklin Township Public Schools

By: _____
Dr. John Ravalley
Superintendent

Date: _____