

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

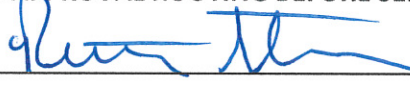
Date: 10/20/2021

Contract/Agreement Vendor: University of Central Arkansas- Candice Robinson
 Name of Vendor & Contact Person
 crobinson@uca.edu
 Vendor Email Address
 Contract to allow SLP students to complete their practicum within BAPS for the 2021-2022 SY.

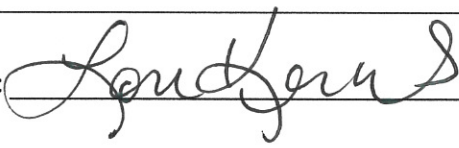
Summary
Student Interns
 Reason/Audience to benefit
 11/08/2021
 BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Lindsay Drake- Human Resources

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: 

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin: _____

Leadership Team Member: 

Funding Source: _____
Fund/Project OCAS Coding

Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)

Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



BROKEN ARROW PUBLIC SCHOOLS
EST. 1904

MEMORANDUM

To: Dr. Janet Vinson

From: Ms. Lindsay Drake
Senior HR Recruitment & Staffing Coordinator

Date: November 9 Board Meeting

Re: University of Central Arkansas SLP Agreement

SUBJECT

Accept and approve the agreement between the University of Central Arkansas and Broken Arrow Public Schools to allow Speech Language Pathology students the ability to complete their practicum within Broken Arrow Public Schools. The maximum cost to the district is \$13.95 for a criminal background check per student intern.

ENCLOSURE/ATTACHMENTS

Clinical Training Affiliation Agreement

SUMMARY

The agreement between the district and the University of Oklahoma will continue for the 2021-2022 school year.

FUNDING

PRJ 180 FUNCT 2571 OBJ 340

RECOMMENDATION

Approve

CLINICAL TRAINING AFFILIATION AGREEMENT

BETWEEN

Communication Sciences and Disorders
University of Central Arkansas
UCA Box 4985
201 Donaghey Avenue
Conway, Arkansas 72035-0001
501-450-3176

AND

Facility: Broken Arrow Public Schools
Address: 701 S. Main Street
Broken Arrow, OK 74012
Phone: 918-259-7704

This agreement is made and entered into as of September 22, 2021 (“Effective Date”) by and between “Broken Arrow Public Schools” herein after referred to as “Affiliate” and the department of Communication Sciences and Disorders of the University of Central Arkansas herein after referred to as “University.”

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in the speech pathology program of the University, the parties have agreed to the terms and provisions set forth below:

- I. Purpose – The purpose of this Agreement shall be to provide supervised clinical experience to students enrolled in the Communication Sciences and Disorders program of the University.
 - A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall not be expected by either party.
 - B. The clinical experience shall take place at the Affiliate’s facility herein after referred to as “Facility.”
 - C. The specific experience to be provided to students may include the following: chart/record review, evaluating and treating infants, toddlers, youth and adults with communication disabilities, report writing, care planning, conferencing and other tasks that fall with the speech language pathologist’s scope of practice.

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Department of Communication Sciences and Disorders

II. Terms and Conditions – Pursuant to the above-stated purpose, the parties agree as follows:

A. TERM: The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either party upon thirty (30) days prior written notice to the other party.

1. Placement of Students – The University will place an appropriate number of students at the facility for the requested academic term. The University shall notify the Affiliate at least ten (10) days prior to the beginning of each academic term of the number of students it desires to place at the Facility for such term. The Facility makes the final decision regarding how many students can be adequately handled.
2. Discipline – While enrolled in clinical experience at the Facility, students will be subject to applicable policies of the University and the Affiliate. Each party will be responsible for enforcing all applicable policies including that of the other party.

Students shall be dismissed from participation in the clinical experience only after the appropriate disciplinary policies and procedures of the University have been followed; however, the Affiliate may immediately remove from the premises any student who poses an immediate threat or danger or who is adversely affecting the “Facility”.

B. UNIVERSITY RESPONSIBILITIES:

1. The University will require students to have a current TB skin test and other tests lawfully requested by the Affiliate.
2. The University shall establish a procedure for notifying the Affiliate if a student is unable for any reason to report for clinical training.
3. The University shall provide professional liability insurance for the student. The minimum amount of coverage per individual shall be five million aggregate annual and two million each occurrence liability

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Department of Communication Sciences and Disorders

coverage. The coverage shall extend through the term of the student's participation.

4. Frequent contacts by a University faculty member will include telephone and email contacts.
5. HIPAA and Confidentiality: Students will receive training on HIPAA policies and practices, and on confidentiality policies.
6. Dress Code: Students are responsible for following the appropriate attire guidelines required by the Facility.
7. The University will require the student to have a state criminal background check.

C. AFFILIATE RESPONSIBILITIES:

All activities listed below shall be carried out by current holders of the American Speech Language Hearing Association's Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) and employed by the "Facility".

1. A CCC-SLP shall provide orientation to the Facility for students beginning their clinical experience.
2. A CCC-SLP shall be responsible for scheduling and supervising all training activities for the students.
3. Direct supervision must be in real time and must never be less than 25% of the student's total contact with each client/patient and must take place throughout the practicum. These are minimum requirements that should be adjusted upward if the student's level of knowledge, experience, and competence warrants.
4. A CCC-SLP shall be on-site (in the building) at all times when treatment and/or evaluation is being performed by the student.
5. A CCC-SLP shall provide frequent written and verbal feedback to the student. Performance Evaluation forms will be completed at mid-semester and at the end of the semester.
6. All supervising CCC-SLPs shall monitor and approve student clock hours to verify that direct contact hours

CLINICAL TRAINING AFFILIATION AGREEMENT
Department of Communication Sciences and Disorders

obtained at the Facility were supervised according to the aforementioned standards.

7. Each supervising CCC-SLP shall provide and maintain records and reports required by the University to assist in following accreditation procedures. This will include copies of all ASHA CCC-SLP current certification cards, a Site Information form and other requested documentation.
8. It is the policy of the Affiliate to maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of certified speech language pathologists. Students will sign all reports and documentation with the word: "student" (example: graduate student clinician, etc.).
9. The Affiliate shall also permit authorities responsible for accreditation of the University's curriculum to inspect the Affiliate's clinical facilities and services as necessary and with the Affiliate's permission.
10. All supervising CCC-SLPs at the Facility will read and follow the standards set forth in this Agreement.

D. MUTUAL RESPONSIBILITIES: The parties shall cooperate to fulfill the following mutual responsibilities.

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement.
2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1973, Section Executive Order 11, 246, The Rehabilitation Act, the Americans with Disabilities Act and the related regulations of each. Each party assures that it will not discriminate against any individual student on the basis of gender, race or color, ethnicity, religion, spiritual beliefs, national origin, age, familial status, socioeconomic background, sexual orientation, disability, political beliefs, intellectual perspective, genetic information, military status, or other factors irrelevant to participation in its programs.
3. The Affiliate will comply with the provisions of the Family Educational Rights and Privacy Act, agrees not

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Department of Communication Sciences and Disorders

to disclose information about the student from the student's educational records provided by the Department of Communication Sciences and Disorders to a third party without the student's consent or otherwise as permitted by law, and further agrees to use the information only for the purposes for which it was disclosed.

- E. MISCELLANEOUS TERMS: The following terms shall apply in the interpretation and performance of this Agreement.
1. The parties to this Agreement understand and agree that either party may revise, modify or terminate this Agreement by written agreement when both parties agree to such amendment.
 2. This Agreement shall in no way be interpreted as creating an agency, partner, joint venture, or employment relationship between the parties. The parties are independent contractors.
 3. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas.
 4. Confidentiality: The Affiliate is subject to privacy laws to protect the confidentiality of its patients, including the privacy and security regulations promulgated pursuant to the federal statute known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). HIPAA permits the use and disclosure of patient information (also referred to as "Protected Health Information" as defined by HIPAA) by the Affiliate for purposes of Affiliate's healthcare operations which include conducting clinical training programs such as the program anticipated by this Agreement. To the extent that University students and faculty have access to Affiliate's patient information by virtue of their participation in the clinical training program at the Facility, the parties agree that such access, use or disclosure by University students or faculty is limited. Students participating in the clinical training program will undergo training required by the Affiliate regarding compliance with Affiliate's privacy policies and procedures, in addition to any privacy training provided by University. Students and faculty shall maintain the confidentiality of all patient information of Affiliate, which includes information about patient's family, and shall abide by the Affiliate's

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privacy policies and procedures. The participating faculty and students shall not use or disclose patient information except as permitted by the Affiliate's policies and as permitted by law or regulation. Unauthorized uses or disclosures of patient information by a participating University faculty member or student will be reported immediately to the Affiliate. This Confidentiality provision shall survive the termination of this Agreement.

5. Attached to this Agreement and made a part hereof as if set out word for word is the University Rider pursuant to Board of Trustees Policy No. 416.

In WITNESS WHEREOF, *the parties, through their authorized representatives, have affixed their signatures below:*

UNIVERSITY

By: _____
Title: Director of Clinical Services
Date: _____

By: _____
Title: Chair, Department of Communication Sciences and Disorders
Date: _____

By: _____
Title: Dean, College of Health and Behavioral Sciences
Date: _____

By: _____
Title: Provost and Executive Vice President
Date: _____

AFFILIATE

By: _____
Title: Administrator
Date: _____

By: _____
Title: Speech Language Pathologist
Date: _____

RIDER

Any contract or agreement to which the University of Central Arkansas (“UCA”) is a party shall be deemed to have the following provisions incorporated by reference:

(1) *“Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature.”*

(2) *“Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:*

(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;

(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;

(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon.

UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.

Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA.”

(3) *“The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs).*

Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage.