

**Education Affiliation Agreement for Placement of University of Nevada School of  
Medicine, Department of Speech Pathology and Audiology Students in a Clinical  
Education Experience at Santa Barbara Unified School District**

This Agreement is made between The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada School of Medicine, Department of Speech Pathology and Audiology (“UNSOM”) and Santa Barbara Unified School District, (“SBUSD”).

WHEREAS, UNSOM offers an educational program at the baccalaureate, graduate, and/or doctoral levels for the preparation of professional clinical practitioners; and

WHEREAS, SBUSD has certain facilities available for clinical experiences and desires to provide such facilities for educational purposes in the preparation of students in the clinical practitioner program; and

WHEREAS, UNSOM and SBUSD desire to establish an ongoing structure in regard to their respective responsibilities;

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

**1.0 TERM**

This Agreement will remain in effect for a period of 5 years, commencing on March 1, 2014 and continuing in full force unless earlier terminated pursuant to the terms of this Agreement. This Agreement shall not be construed as permitting automatic renewal.

**2.0 PAYMENT TERMS**

Not applicable.

**3.0 INDEPENDENT CONTRACTOR**

The relationship of UNSOM and SBUSD shall be and is that of independent contractor. It is not intended that any employer-employee, joint venture or partnership be established hereby, expressly or by implication, nor shall any employee, agent or contractor of UNSOM be the employee or agent of SBUSD or vice versa. Neither party nor any of its employees or agents shall have the right to bind the other, to transact any business in the other’s name or on behalf of the other, or to make any promises or representations on behalf of the other, except as is reasonably necessary for the parties to perform services in accordance with this Agreement.

**4.0 RESPONSIBILITIES OF SBUSD**

SBUSD has ultimate responsibility for the quality of care given to SBUSD students. UNSOM curriculum needs shall not override SBUSD student care responsibilities.

SBUSD shall designate a staff member to serve as the primary point of contact and supervisor of UNSOM’s students.

At the commencement of a UNSOM student placement, SBUSD's contact person shall provide an orientation as to SBUSD administrative policies and standards, including applicable confidentiality laws, rules, regulations and procedures with regard to SBUSD student care and records.

SBUSD shall provide UNSOM students the following benefits and privileges during the terms of their placement at SBUSD:

- ◇ Standard emergency care. In the event of an onset of illness or injury, SBUSD will provide appropriate emergency care. Except for the negligent or intentional acts or omissions of SBUSD, its directors, officers, employees or agents, neither UNSOM nor SBUSD shall be responsible for any costs involved in providing such emergency care, follow-up care or hospitalization.

SBUSD assumes no obligation for:

- ◇ Wages
- ◇ Worker's compensation
- ◇ Professional liability insurance
- ◇ Health insurance
- ◇ Transportation
- ◇ Meals
- ◇ Housing
- ◇ Uniforms
- ◇ Equipment

SBUSD shall provide reports on each UNSOM student's performance to UNSOM, on appropriate forms that are provided by UNSOM prior to start of rotation.

SBUSD shall communicate with UNSOM representatives concerning any unanticipated incident or occurrence that might arise due to a UNSOM student's performance. SBUSD shall cooperate and assist UNSOM in its investigation of said incident. UNSOM shall cooperate and assist SBUSD in its investigation of said incident.

SBUSD retains the right to terminate the use of its facilities, equipment or supplies by UNSOM's students when violations of SBUSD rules, regulations, policies or procedures occur or when the conduct of any UNSOM representative jeopardizes the health or safety of SBUSD students or staff, or whose continued presence in the reasonable judgment of SBUSD is deemed not to be in the best interest of SBUSD. Such action normally shall not be taken until the grievance against UNSOM student has been discussed with the appropriate representative of UNSOM. SBUSD reserves the right to take immediate action when necessary to maintain SBUSD student care services free from interruption.

## **5.0 RESPONSIBILITIES OF UNSOM**

UNSOM shall designate a member to serve as the primary point of contact for UNSOM Student. Contact person will review with the student all requirements/documentation necessary before onset of assignment at SBUSD.

UNSOM shall assign to SBUSD only those UNSOM students who have satisfactorily completed the prerequisite didactic and clinical portion of UNSOM's curriculum, including information regarding HIPPA compliance, and ethical and legal responsibilities.

UNSOM's students are not eligible for coverage under SBUSD's worker's compensation or unemployment compensation insurance programs.

UNSOM shall notify each student that he/she is responsible for:

- ◇ Following the administrative policies, standards, and practices of SBUSD.
- ◇ Providing the necessary and appropriate dress code required by SBUSD.
- ◇ Providing his/her own transportation and living arrangements.
- ◇ Maintaining his/her own health records, and providing his/her own health insurance coverage and documentation as required by SBUSD.
- ◇ Completing pre-placement health screening, documentation of medical records, and background checks and/or finger printing and orientation if required by SBUSD.

## **6.0 LIABILITY**

UNSOM will not waive and intends to assert available NRS Chapter 41 liability limitations in all applicable cases. Each party to this Agreement shall be responsible for its own negligent acts and omissions and the negligent acts and omissions of its employees arising in connection with duties under this Agreement as permissible by the laws of the State of Nevada. Notwithstanding the foregoing sentence, nothing herein shall be construed to preclude a finding of liability on the part of either party to the other, based upon the doctrines of equitable indemnity, comparative negligence, and contribution of other common law bases of liability.

## **7.0 INSURANCE**

SBUSD shall maintain, at its own cost and expense, general and professional liability insurance covering SBUSD as an entity and each of its provided employees against professional liability claims, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Evidence of such insurance shall be provided to UNSOM upon request.

UNSOM shall maintain, at its own cost and expense, professional liability insurance covering UNSOM as an entity and each of its provided physicians/employees and students against professional liability (malpractice) claims, in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Evidence of such insurance shall be provided to SBUSD upon request.

## **8.0 HIPAA REQUIREMENTS**

To the extent applicable to this Agreement, UNSOM agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. sec. 1320d (“HIPAA”) and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R., Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. UNSOM agrees not to use or further disclose any Protected Health Information as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

## **9.0 WORKERS COMPENSATION**

The parties agree that students are not employees of UNSOM or SBUSD and are not covered by Worker’s Compensation.

## **10.0 TERMINATION WITH AND WITHOUT CAUSE**

Either party may terminate this Agreement without cause upon sixty (60) days’ written notice.

## **11.0 GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by and construed under the laws of the State of Nevada which shall be the forum for any actions arising from an incident to this Agreement.

## **12.0 MODIFICATION AND WAIVER**

No modification of this Agreement shall be deemed effective unless in writing and signed by each of the parties hereto. Any waiver of a breach of any provision(s) of this Agreement shall not be deemed effective unless in writing and signed by the party against whom enforcement of the waiver is sought.

## **13.0 ASSIGNMENTS**

This Agreement shall not be construed as permitting assignment of any right or obligation hereunder, and such assignment by either party is prohibited without the express written consent of the other party.

## **14.0 SEVERABILITY**

If any part of this Agreement shall be determined to be invalid, illegal or unenforceable by any valid Act of Congress or act of any legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonably possible.

## **15.0 NOTICES**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, postage and delivery charges pre-paid, and shall be sent by telecopier, hand delivery, overnight mail service, first class mail or certified mail, return receipt requested, to SBUSD or UNSOM at the addresses and/or facsimile numbers set forth below. Any party may change the address to which notices are to be sent by notice given in accordance with the provisions of this section. Notices hereunder shall be deemed to have been given, and shall be effective upon actual receipt by the other party, or, if mailed, upon actual receipt by the other party.

SBUSD: 720 Santa Barbara Street  
Santa Barbara, CA 93101  
Attention: Ann Peak, Certificated Personnel

UNSOM: 1664 N. Virginia Street, M/S 1332  
Reno, Nevada 89557-1332  
Attention: Dean, School of Medicine

## **16.0 COMPLIANCE WITH LAWS AND REGULATIONS**

SBUSD represents and warrants that throughout the term of this Agreement and any extension hereof, all services covered by this Agreement shall be and shall remain in compliance with all applicable federal, state and local laws and regulations.

UNSOM represents and warrants that throughout the term of this Agreement and any extension hereof all products and/or services covered by this Agreement shall be and shall remain in compliance with all applicable federal, state and local laws and regulations.

## **17.0 CONFIDENTIALITY**

Performance of health care services includes a duty by SBUSD to safeguard certain information (including, but not limited to, student protected health information) from inappropriate disclosure. Therefore, access to such information shall be limited to those employees of UNSOM who reasonably must have such information to perform their duties under this Agreement. UNSOM agrees that further disclosure of such information by its employees is prohibited.

## **18.0 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER**

UNSOM shall not discriminate because of race, color, religion, sex, age, national origin, marital status, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning UNSOM. In addition, UNSOM affirms that it is an equal opportunity and affirmative action employer, and that it shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, executive order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans

Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1976; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto. The Equal Opportunity clauses set forth in 41 CFR § 60-1.4 and 41 CFR § 60-741.5 are hereby incorporated by reference into this Agreement.

**19.0 THIRD PARTY INTEREST/LIABILITY**

This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any right, power, interest, or cause of action in any third party.

**20.0 COUNTERPART SIGNATURES; ELECTRONIC TRANSMISSION**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by electronic transmission.

**21.0 ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes all prior negotiations, agreements and understandings between the parties, whether oral or in writing, concerning the subject matter hereof.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

**SANTA BARBARA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Margaret Christensen, PhD                      Date  
Asst. Supt. of Human Resources

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON  
BEHALF OF THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE,  
DEPARTMENT OF SPEECH PATHOLOGY AND AUDIOLOGY**

By: \_\_\_\_\_  
Thomas L. Schwenk, MD                      Date  
Vice President, Division of Health Sciences  
Dean, School of Medicine  
President, Integrated Clinical Services, Inc.