



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

12/6/2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve the Memorandum of Agreement between Ohio University and the Kenton County School District (KCS D) for Ohio University Speech-Language Pathology students to perform clinical experiences in KCS D schools through January 9, 2028.

APPLICABLE BOARD POLICY:

01.11- General Powers and Duties of the Board

HISTORY/BACKGROUND:

Ohio University College of Health Sciences & professions requires clinical experience for students preparing for the performance of Speech-Language Pathology. The Kenton County School District would like to allow these college students to serve as interns within our district. Not only will a partnership grow the education profession, it will serve as a first-hand recruiting tool for administrators who have the opportunity to observe the potential of the students while under their supervision.

FISCAL/BUDGETARY IMPACT:

\$0 cost to the district

RECOMMENDATION:

Approval to the Memorandum of Agreement between Ohio University and the Kenton County School District (KCS D) for Ohio University Speech-Language Pathology students to perform clinical experiences in KCS D schools through January 9, 2028.

CONTACT PERSON:

Malina Owens

Principal/Administrator

Malina Owens

District Administrator



Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



OHIO
UNIVERSITY

**College of Health Sciences and Professions
Clinical Education, Dean's Office
W129A Grover Center, Athens, OH 45701
P: 740-593-1418 F: 740-593-4707**

and

Kenton County School District

Health Sciences and Professions Affiliation Agreement

The attached Affiliation Agreement includes the following programs that are checked below:

- ☐ Athletic Training
- ☐ Audiology
- ☐ Child and Family Studies
- ☐ Community & Public Health
- ☐ Exercise Physiology
- ☐ Dietetics
- ☐ Health Services Administration
- ☐ Nursing
 - ☐ ADN
 - ☐ BSN
 - ☐ RN-BSN
 - ☐ MSN
 - ☐ DNP
- ☐ Physical Therapy
- ☐ Physician Assistant
- ☒ Speech-Language Pathology
- ☐ Social Work

**OHIO UNIVERSITY'S COLLEGE OF HEALTH SCIENCES AND PROFESSIONS
AFFILIATION AGREEMENT**

This Agreement is made and entered into this **January 9, 2023** by and between **Kenton County School District**; hereinafter referred to as "Facility" and **Ohio University through its College of Health Sciences and Professions**, hereinafter known as the "College."

WHEREAS, both parties to this agreement want to assure quality and continuity of care appropriate to the needs of the clients in the Facility;

WHEREAS, both parties desire to advance the education of health professions students through exposure and practice in Clinical/Learning placements;

WHEREAS, both parties are committed to attaining quality of purpose, and these shared goals are enhanced by our mutual agreement;

WHEREAS, nothing in this agreement shall alter the freedom enjoyed by either organization, nor shall in any way affect the independent operation of either organization;

NOW, THEREFORE, IN CONSIDERATION of the mutual advantage occurring to both parties hereto, the Facility and the College hereby covenant and agree with each other as follows:

I. MUTUAL RESPONSIBILITIES

The arrangement for the clinical affiliation will be cooperatively planned by the appropriate representatives and staff of the Facility and the College faculty and staff.

- A. The Facility will accept students selected by the program in which the student is enrolled and agreed upon by the Facility for a period of clinical education and/or portions of professional work requiring clinical exposure and practice. The nature of the experience shall be arranged by the College's Clinical Education Coordinator of the program in which the student is enrolled in conjunction with the individual designated as the Facility Coordinator of Clinical Education, within the stated philosophies and objectives of the College's program(s) and the Facility.
- B. The time periods and number of affiliating students assigned during any one clinical training period will be mutually agreed upon by the College and Facility. The Facility will have the right to refuse to accept, or revoke the acceptance of, any student prior to the student's entry into the clinical training experience.
- C. The College and Facility will be mutually responsible for providing affiliating students with information regarding the policies, rules and regulations of each Facility and for advising students of their responsibilities to abide by such policies, rules and regulations while assigned to the Facility. The College acknowledges and agrees that the affiliating students shall abide by all policies and regulations of the Facility including compliance with HIPAA regulations. It is the responsibility of the affiliating student to abide by any and all of the Facility's policies and regulations.
- D. The College maintains the privilege of visiting the Facility before, after, and/or during the clinical education periods at times that are mutually convenient. Periodic contacts will be made to review and evaluate the clinical education program and facilities, to attempt to resolve specific problems which may interfere with the achievement of the objectives of the program. The College will give advance written notice to the Facility of any site visits by any of the College's representatives or accrediting agencies involved with the clinical education program.

- E. The Facility will have the right to remove any student from his/her assigned clinical training experience whenever the Facility determines, in its sole judgement and discretion, that the student's performance is unsatisfactory and/or his/her behavior is disruptive or detrimental to the Facility or its patients.
- F. Students, except for the purposes of HIPAA, are not considered employees or agents of the Facility while engaged in clinical activities related to their educational experience covered under this Agreement, but are considered to be participating in clinical practicum. The College and Facility are at all times independent contractors, and not joint ventures or agents of the other. Neither party nor their respective faculty, staff, employees, students or agents shall be or claim to be the faculty, staff, employee, student or agent of the other.
- G. Responsibility: Each party agrees to be responsible for any negligent acts or negligent omission by or through itself of its agents, employees, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to another.
- H. Limitations of Liability: In no event shall either party be liable to the other under any provision of this Agreement for any consequential, incidental, or special damages whether in contract or tort and including but not limited to loss of use, loss of data or information, however caused, lost profits or other economic loss, failure of any licensed program to perform in any way.

II. COLLEGE RESPONSIBILITIES

The College will assign students to participate in the clinical education program and will have total responsibility for academically preparing the students in theoretical knowledge basic skills, professional ethics, attitude and behavior, and patient confidentiality and Health Insurance Portability and Accountability Act, hereinafter referred to as HIPAA privacy requirements prior to the clinical affiliation.

- A. The College will appoint a representative as a coordinator of clinical education to act as a liaison between the College and the Facility, and prior to the educational experience and continuous with it. There shall be close planning between the College Coordinator of Clinical Education, and the Facility Coordinator.
- B. The College shall reserve the right to revise any assignment prior to the student's entry into the Facility Clinical Education Program. The College agrees to withdraw a student from assignment to the Facility following consultation between all parties involved in the action.
- C. The College, shall reserve the right to withdraw a student from his/her assigned clinical education experience at the Facility when in the College's judgment the clinical experience does not meet the needs of the student.
- D. The College, through Ohio University, provides commercial general liability insurance to students engaged in assigned field experiences in the amounts of \$1,000,000 per occurrence, with a \$3,000,000 annual aggregate, and provides medical malpractice insurance in the amounts of \$1,000,000 per occurrence, with a \$3,000,000 annual aggregate. The College's Certificates of Insurance (COI) are available on Ohio University's risk management and insurance page located at <https://www.ohio.edu/hr/additional-resources/risk-management-and-insurance>, at https://webcms.ohio.edu/sites/default/files/sites/hr/files/Certificate_of_Insurance.pdf.

- E. The College shall require the affiliating students to meet all immunization, health tests and certification requirements as designated by the Facility. Required proof will be the responsibility of the affiliating student, and must be provided before the clinical experience can begin.
- F. The College shall inform student(s) and faculty/instructor(s) that while at the Facility a student's and/or faculty/instructor's personal use of cell phones and other electronic devices must not interfere or inhibit patient care or Facility operations. Student use of cell phones/electronic devices is limited to activities, which enhance education, such as accessing medical literature and medical dictionaries or researching drugs and infectious diseases. Student(s) may not use cell phones/electronic devices to take pictures of or record (video/audio) patients, Facility employees or Facility property/facilities. Any student found violating this provision shall be subject to immediate removal from the patient care experience.

III. FACILITY RESPONSIBILITIES

The Facility shall provide the following service to the affiliating student:

- A. The Facility shall designate qualified preceptor(s)^{1,2,3,4,5,6,7,8} (aka field instructor and/or teaching assistant) as the Clinical/Learning Instructor assigned to teach, mentor, and evaluate the students according to the requirements of the College and programs therein.
- B. As necessary, the Facility shall designate at least one qualified clinical instructor or preceptor as a clinical instructor for backup purposes.
- C. The Facility agrees to provide student access to its clinical facilities as appropriate for the operation of the program. In addition, the Facility agrees to provide student access to available educational and instructional materials and provide sufficient meeting room space for conducting didactic programs, lectures, conferences, etc. in conjunction with the program and appropriate to the number of assigned students.
- D. The Facility shall provide the College with written evaluation of the affiliating student's performance. The format of these evaluations is to be agreed upon by the College and the Facility.
- E. The Facility and the Facility Coordinator of Clinical Education will have sole and primary responsibility for client care and treatment. The affiliating student will participate in providing, but will not be solely responsible for client care and other clinical services rendered at the Facility as part of the student's experiences.
- F. The Facility shall provide the physical facilities and equipment necessary for the clinical education experience.
- G. If appropriate facilities and services are available at Facility, the Facility will be responsible for providing emergency care for student illness or accident occurring on the Facility's premises during the course of the clinical assignment, but is not responsible for the cost of such care. The College will endeavor to assure that medical insurance coverage for students is in effect during their period of assignment, but it is understood that students are financially responsible for their own medical insurance and for any medical care they receive at the Facility.
- H. All records kept by the Facility relating to a student's performance during the affiliation period shall be made available to the parties hereto and to the student, and not to other persons, as required by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C 1212(g).

- I. The Facility shall secure and maintain at all times during this Agreement, at its sole expense: (i) commercial general liability insurance covering itself, its agents and employees in the minimum amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate; (ii) professional liability/medical malpractice insurance covering itself, its agents and employees in the minimum amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate; and (iii) to the extent required by law, workers' compensation insurance covering its employees. The Facility shall furnish or make available to the College certificates of insurance (ACORD form or equivalent) upon request.

IV. STUDENT RESPONSIBILITIES

- A. The student will follow the policies, procedures, rules and regulations established by the Facility during his/her clinical affiliation in that Facility, including those governing the confidentiality, privacy and security of protected health information under HIPAA.
- B. The student will provide his/her own health insurance coverage for the period of the clinical education experience, and will provide evidence of such coverage to Facility upon request. The student will be advised that he/she is not eligible to participate in any of the Facility's clinical education programs until such insurance coverage is acquired and evidence has been submitted.
- C. The student has the right to appeal any decision made by the College which will have adverse effects upon him/her, subject always to the rights, policies, procedures, rules and codes of conduct of the College. Facility will have discretion to dismiss a student for any reason, or no reason at all. Decisions by the Facility are final and not subject to appeal.
- D. The student may acquire, in addition to general and professional liability insurance provided by the University, his/her own professional liability insurance with minimum liability limits of \$1,000,000 medical incident and \$3,000,000 aggregate.

V. GENERAL

- A. The Term of this Agreement shall begin on the date of this Agreement and shall continue for (5) five years unless either party has terminated this Agreement by advising the other party of its intent to terminate in writing at least four (4) months prior to the desired termination date. This Agreement may be modified by mutual written consent at any time. Students whose clinical experience is in progress when a termination notice is given, will be permitted to complete the clinical rotation.
- B. Amendment and Modifications: This Agreement may be amended or modified by the mutual agreement of the parties hereto in a written amendment or addendum to be attached to and incorporated thereby into this agreement.
- C. Legal Construction: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- D. Assignment of Agreement: Nether party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party.

- E. Media: The parties agree that they will not use the other parties' name in any advertising, promotional material, press release, publication, public announcement or through other public media, written or oral, whether to the public press, the holder of publicly owned stock or otherwise relating to this Agreement or to the performance hereunder of the existence of an arrangement between the parties without the prior written consent of the other party.

[signature page follows]

IN WITNESS WHEREOF, the undersigneds, who by signing represent that they have full power and authority to execute this Agreement and to bind their respective parties as to the terms contained herein, have caused this instrument to be duly executed on behalf of the parties.

KENTON COUNTY SCHOOL DISTRICT

**OHIO UNIVERSITY, THROUGH ITS COLLEGE OF
HEALTH SCIENCES AND PROFESSIONS**

By:

By: _____

Name:

Name: Marianne Malawista, PhD

Title:

Title: Senior Director of Clinical Education

Date: _____

Date: _____

Address: _____

Address: Ohio University

Grover Center W129A, Dean's Office

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Athens, Ohio 45701

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Endnotes:

¹ The following applies to any and all **Physician Assistant (PA)** students placed by the Physician Assistant Program: PA students must be clearly identified in the clinical setting to distinguish them from physicians, medical students and other health profession students and graduates.

Identified preceptors must consist primarily of practicing physicians and PAs.

Supervised clinical practice experiences should occur with:

1. physicians who are specialty board certified in their area of instruction,
2. PAs teamed with physicians who are specialty board certified in their area of instruction, or
3. other licensed health care providers experienced in their area of instruction.

Supervised clinical practice experiences should occur with preceptors practicing in the following disciplines: family medicine, internal medicine, emergency medicine, general surgery, pediatrics, ob/gyn, and behavioral and mental health care and must occur in the following settings: outpatient, emergency department, inpatient, and operating room. Additional elective clinical practice experiences may also occur in medical and surgical specialties and subspecialties.

² The following applies to all **undergraduate-level Nursing** students (ADN, BSN) placed by the Ohio University School of Nursing:

Upon prior mutual agreement between the clinical agency and the Ohio University School of Nursing, the clinical agency will provide preceptors and/or teaching assistants for undergraduate-level nursing students.

"Preceptor" is defined as a registered nurse or licensed practical nurse who meets the requirements as set forth by the Ohio Board of Nursing who provides supervision of a nursing student's clinical experience at the clinical agency in which the preceptor is employed and who implements the clinical education plan at the direction of the Ohio University School of Nursing faculty member responsible for the course in which the undergraduate-level nursing student is enrolled. "Teaching Assistant" is defined as a person employed to assist and work at the direction of an Ohio University School of Nursing faculty member

providing instruction in the classroom, laboratory, or in a clinical setting in which nursing care is delivered to an individual or group of individuals, and who meets the qualifications set forth by the Ohio Board of Nursing

The preceptor or teaching assistant providing supervision and/or instruction of a nursing student shall at least:

- a. Have competence in the area of clinical practice in which the teaching assistant or preceptor is providing supervision to a student;
- b. Design, at the direction of an Ohio University School of Nursing faculty member, the student's clinical experience to achieve the stated objectives or outcomes of the nursing course in which the student is enrolled;
- c. Clarify with the Ohio University School of Nursing faculty member:
 - i. The role of the teaching assistant or preceptor;
 - ii. The responsibilities of the faculty member;
 - iii. The course and clinical objectives or outcomes;
 - iv. The clinical experience evaluation tool;
- d. Contribute to the evaluation of the student's performance by providing information to the faculty member and the student regarding the student's achievement of established objectives or outcomes.

A preceptor shall provide supervision to no more than two undergraduate-level nursing students at any one time, provided the circumstances are such that the preceptor can adequately supervise the practice of both students.

The Ohio University School of Nursing is responsible for maintaining and verifying that preceptors and teaching assistants meet the requirements and qualifications as set forth by the Ohio Board of Nursing.

³ If relevant to the requested student placement, the following pertains to Ohio University School of Nursing **graduate-level Nursing** students (MSN and/or DNP [including all programs, tracks, and certificates]):

Upon prior mutual agreement between the clinical agency/facility and the Ohio University School of Nursing, the clinical agency/facility will provide preceptors and/or supervision for graduate-level nursing students and meet the requirements as set forth by the Ohio University School of Nursing. The preceptor/supervisor providing direction and/or instruction to a graduate-level nursing student shall at least:

- a. Have competence and required professional and academic credentials in the area of clinical practice in which the student experience is occurring;
- b. Design, at the direction of an Ohio University School of Nursing graduate-level faculty member, the student clinical experience to achieve the stated objectives and/or outcomes of the nursing course in which the student is enrolled;
- c. Clarify with the Ohio University School of Nursing faculty member:
 - i. The role of the preceptor/supervisor;
 - ii. The responsibilities of the faculty member;
 - iii. The course and clinical objectives and/or outcomes;
 - iv. The clinical experience evaluation tool;
- d. Contribute to the evaluation of the student performance by providing information to the faculty member and the student regarding the student's achievement of established objectives and/or outcomes.

The Ohio University School of Nursing is responsible for maintaining and verifying that preceptors/supervisors meet the requirements and qualifications as determined by program guidelines.

⁴ The following applies to any and all **Speech-Language Pathology** students:

1. The Facility shall designate a minimum of one state licensed, ASHA certified speech-language pathologist as the clinical instructor. The on-site clinical instructor must be nine (9) months post their clinical fellowship and have taken 2 CEU hours in the area of supervision.
2. Clinical hours to be applied toward ASHA certification must be completed under the direct supervision of an ASHA certified and state licensed speech-language pathologist. In the case that this individual is not available, at any time during the externship (vacation, sick leave, etc.), a backup preceptor with these qualifications must be assigned by the Facility.
3. The designated clinical instructor must be on site during all times which a student provides services.
4. The amount of supervision must be appropriate to the student's level of training, education, experience, and competence. Supervision must be sufficient to ensure the welfare of the patient and the student in accordance with the ASHA and State Licensure Code of Ethics.
5. Supervision must include direct observations, guidance, and feedback, to permit the student to monitor, evaluate, improve performance, and develop clinical competence.

6. Graduate student clinicians may engage in service delivery through tele practice and tele supervision. Clinical educators must be available 100% of the time to each session and must provide a minimum of 25% direct supervision of the total contact time with each client/patient. Supervision can be provided in person or through tele supervision.

⁵ The following applies to any and all **Audiology** students:

1. The Facility shall designate a minimum of one state licensed audiologist as the clinical preceptor. In the case that this individual is not available, at any time during the externship (vacation, sick leave, etc.), a backup preceptor with these qualifications must be assigned by the Facility.
 2. Clinical hours to be applied toward ASHA certification must meet the following guidelines:
 - a. Supervision must be completed under the direct supervision of an ASHA certified and state licensed audiologist;
 - b. The preceptor must complete two hours of continuing education in clinical instruction and supervision; and
 - c. The preceptor must complete a minimum of 9 full-time months of experience post certification.
 3. The designated clinical instructor must be on site during all times in which the student provides services. Exception to this may occur with clinical simulations (see below).
 4. Medicare patients require 100% direct supervision. The preceptor must be in the room with the student and patient at all times.
 5. The amount of supervision must be appropriate to the student's level of training, education, and competence. Supervision must be sufficient to ensure the welfare of the patient and the student in accordance with certifying bodies and state licensure Code of Ethics.
 6. Supervision must include oversight of clinical and administrative activities directly related to client/patient care, including direct client/patient contact, consultation, recordkeeping, and administrative duties relevant to audiology service delivery.
 7. Supervision must include direct observations, guidance, and feedback, to permit the student to monitor, evaluate, improve performance, and develop clinical competence.
 8. Graduate student clinicians may engage in service delivery through tele practice and tele supervision. Clinical educators must be available 100% of the time to each session and must provide a minimum of 25% direct supervision of the total contact time with each client/patient. Supervision can be provided in person or through tele supervision.
 9. Clinical simulations can account for 10% of the student's total supervised clinical experience.
 - a. Per ASHA 2020 Standards: Clinical simulations (CS) are distinct from labs and may include the use of standardized patients and simulation technologies (e.g., virtual patients, digitized mannequins, immersive reality, task trainers, computer-based interactive). These supervised CS experiences under a CCC-A can be synchronous simulations (real-time) or asynchronous (not concurrent in time) simulations. Up to 10% of an applicant's supervised clinical experience for ASHA certification can be obtained through CS. CS experiences for ASHA certification can only count when obtained within the doctoral program.
 - b. Clinical simulations must include a debriefing component for the purposes of meaningful learning. In the instance of a virtual client, debriefing sessions should be conducted after the completion of the CS in order to meet the 25% observation requirement. For example: Student A can complete a simulation for 60 minutes followed by a 15-minute debriefing with the clinical evaluator and receive credit for a 60-minute session that was observed 25% of the time.
 - c. Debriefing activities may include face to face discussion, self-reflection with feedback, and/or written self-evaluation with feedback. Debriefing can meet the 25% supervision requirement in asynchronous learning situations. In synchronous learning, the observation is taking place while the student is completing a task with either a live patient or with a simulation, such as a virtual mannequin.
- <https://www.asha.org/Certification/2020-Audiology-Certification-Standards/>

⁶ The following applies to the **Nutrition** Program:

1. The Clinical preceptor providing supervision to the dietetic student shall meet/exceed the following criteria:
 - a. Maintain Active Registered Dietitian/Nutritionist Status
 - b. Meet current credentialing requirements as evidenced by submission of approval learning plan and completion of required CPEU's as deemed by the Commission on Dietetic Registration (CDR).
 - c. Have competence in the area of clinical practice in which the preceptor is providing supervision to a student.
 - d. Design, at the direction of the faculty members, the student's clinical experience to achieve the state dietetic field experience objectives.
 - e. Contribute to student evaluation by providing a completed mid-point and final student performance evaluation to the faculty member and the student regarding the student's achievement of established objectives or outcomes.

⁷ The following applies to the **Physical Therapy** Program:

- 1: The Clinical Instructor for the physical therapy students will:
 - a. Be a licensed physical therapist with at least one year of experience
 - b. Be an effective role model and clinical teacher
 - c. Demonstrate competence in clinical practice
 - d. Follow all applicable laws and rules governing supervision of students, ensuring at a minimum, on-site supervision when students are engaged in patient care.

⁸ The following applies to any and all students placed in field placements by the **Department of Social Work:**

"Field Instructor" means a BSW/BSW or MSW with a minimum of two years' practice experience in the field of social work. * Additional licensure requirements apply to Advanced Clinical graduate students. The Field Instructor provides supervision of a social work student's field experience at the agency in which the Field Instructor is employed and guides the development and implementation of the student's learning plan at the direction of a faculty member responsible for the course in which the student is enrolled. The Field Instructor for social work students will:

1. Have competence in the field of supervision
2. Practice and model social work in accordance with the state laws and rules, as well as the NASW Code of Ethics
3. Participate in pre-placement interviews and completion of evaluation documents
4. Provide consistent, intentional supervision to the student
5. Complete the field instructor orientation and training
6. Complete an agency conference with the Field Liaison and student at least once/semester
7. *Allow student to participate in augmented supervision as required by the Department of Social Work to meet accreditation requirements (applies to nonsocial work-degreed field instructors only).