

Agreement of Understanding

Between

Bay Path University
588 Longmeadow Street
Longmeadow, MA 01106

And

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

This Agreement of Understanding is entered into on April 21, 2016 between Bay Path University, (hereinafter "University"), and, Mt. Diablo Unified School District (hereinafter "Facility"), for the purpose of providing a Fieldwork education experience for Occupational Therapy students at Bay Path University. This Agreement of Understanding includes both Level I Fieldwork (an introductory experience to occupational therapy and normal human occupations) and Level II Fieldwork (an internship that trains the student to the level of an entry-level therapist).

A. University and Facility mutually agree:

1. To establish the educational objectives for the fieldwork experience, devise methods for their implementation, and regularly evaluate these objectives to determine the effectiveness of the fieldwork experience.
2. Both mutually agree to comply with all laws prohibiting discrimination in employment or education.
3. To determine the number of students to be assigned to the Facility and dates for the clinical fieldwork experience. The University will share the program's fieldwork objectives to provide a general guideline for expectations. Student assignments and learning objectives will be selected in accordance with the particular experience and the opportunities available at the Facility.
4. To collaborate to resolve conflicts and problems with students. The Facility will initiate contact with the University when concerns arise. The Facility reserves the right to withdraw from the clinical education assignment any student whose performance is unsatisfactory, who fails to meet the policies and procedures of the Facility or whose health status is a detriment to the student's successful completion of the fieldwork experience. Such withdrawal must be in writing and contain a statement

of facts describing the student's conduct and performance to the Academic Fieldwork Coordinator at the University.

B. The University agrees:

1. To assume responsibility for assuring continuing compliance with the educational standards established by the Accreditation Council for Occupational Therapy Education.
2. To establish and maintain ongoing communication with the Fieldwork Supervisor of the Facility on items pertinent to the education of occupational therapy students. Communication may include, but not be limited to, providing current curriculum, course descriptions, and academic and fieldwork policies. Ongoing telephone contact will be maintained and on-site visits will be arranged when feasible.
3. To confirm with the Fieldwork Supervisor of the Facility the student's name, length and dates of fieldwork experience, and the personal data form completed by the student.
4. To refer to the Facility only those students who have satisfactorily completed the academic portion of the curriculum.
5. To provide the Facility with standard evaluation forms for the student's evaluation and the student's evaluation of the Facility.
6. To educate the assigned student of the responsibility for complying with pertinent rules and regulations of the Facility including, but not limited to, rules of confidentiality.
7. To provide professional liability insurance for the student during the fieldwork experience. The limits of the coverage for the student will be \$1,000,000 per occurrence, up to \$3,000,000 aggregate for the policy period. The University agrees to provide the Facility a copy of the Certificate of Insurance showing said coverage.
8. To provide the Facility with documentation that determines that the student meets the health record requirements of the Facility. Laboratory evidence of immunity for measles (Rubeola), German Measles (Rubella), mumps, and chicken pox (Varicella). Documentation will be provided for Hepatitis B, tetanus, diphtheria, the results of a tuberculin skin test and an influenza shot.
9. To provide the Facility documentation that the student is currently trained in American Red Cross or American Heart Association Basic Life Support (CPR) and OSHA Bloodborne Pathogens training.

10. To provide the Facility documentation that the student has completed a criminal background check.

C. The Facility agrees:

1. To designate as Fieldwork Supervisor the staff member who will be responsible for the planning and implementation of the fieldwork experience
2. That the student supervisor must meet state regulations and have a minimum of one year of practice experience.
3. To ensure that supervision provides protection of consumers and opportunities for appropriate role modeling of occupational therapy practice. Initially, supervision should be direct, then decrease to less direct supervision as is appropriate for the setting, the severity of client's condition, and the ability of the student. The fieldwork experience would include an orientation of the facility and its safety procedures.
4. That for Level II Fieldwork experience in a setting where there is no occupational therapist on site, the Facility must document that there is a plan for the provision of occupational therapy services. On-site supervision must be provided in accordance with the plan and state credentialing requirements. The student must receive a minimum of ten hours of occupational therapy supervision per week, including direct observation of client interaction. Additionally, the occupational therapy supervisor must be readily available for communication and consultation during work hours.
5. That for Level I fieldwork experience qualified personnel include, but are Not limited to, occupational therapy practitioners initially certified, psychologists, physician assistants, teachers, social workers, nurses, and physical therapists. The goal of Level I Fieldwork is to introduce students to the fieldwork experience, and develop a basic comfort level with an understanding of the needs of clients through directed observation and participation in selected aspects of the occupational therapy process. The focus of these experiences is not intended to be independent performance.
6. To reserve the right to restrict activities required to provide the services herein to only those persons without criminal conviction. A criminal history background check may be required of the student and the Facility will notify the University of this requirement at least four weeks prior to the start of fieldwork.

7. To advise the University of any changes in its personnel, operation, or policies which may affect the fieldwork experience.
8. To provide the assigned student, whenever possible, with the use of library facilities, and study and storage space.
9. To arrange for any emergency care as required if the student becomes ill while completing the fieldwork experience. The student will be responsible for any charges thus generated. The University will be notified of the student's status.
10. To evaluate the performance of the assigned student on an ongoing basis, to discuss progress, and provide a formal midterm and final evaluation. The completed final evaluation will be forwarded to the University within two (2) weeks following conclusion of the student's fieldwork experience. To advise the University, at least by midterm, of any serious deficit noted in the ability of the assigned student to progress toward achievement of the stated fieldwork objectives.
11. To not charge the student tuition or any other fees associated with the fieldwork assignment.
12. To not be responsible for the social security, unemployment, or Worker's Compensation for the student, as the student is not, under any circumstances, employee, agent, or independent contractor of the Facility.

D. Terms of Agreement:

This Agreement will be in place until June 30, 2017.

This Agreement or renewal may be amended or terminated at the option of either party upon ninety (90) days written notice, one to the other, delivered by certified return receipt.

INDEMNIFICATION

University shall indemnify and hold Facility, its directors, employees, officers, managers, agents, and contractors harmless from and against any and all claims, losses, settlements, judgments, damages, liabilities, costs and expenses, including reasonable attorneys fees, that are caused by or arise out of any fault, omission, negligence or other misconduct by University, its students, directors, employees, officers, managers, agents and contractors in connection with the services provided under this Agreement.

The Facility shall indemnify and hold University, its students, directors, employees, officers, managers, agents, and contractors harmless from and against any and all claims, losses, settlements, judgments, damages, liabilities, costs and expenses, including reasonable attorneys fees, that are caused by or

arise out of any fault, omission, negligence, or other misconduct by the Facility, its directors, employees, officers, managers, agents and other contractors in connection with the services provided under this Agreement.

COMPLIANCE WITH LAWS/HIPAA

The parties will comply with all applicable rules and regulations of all governmental, regulatory and accreditation authorities, including all applicable patient privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA). At such time as it is required by law, the parties will enter into a business associate agreement in whatever form(s) deemed appropriate by each of the parties to comply with the requirements of the regulations addressing the privacy and security of individually identifiable patient health information.

E. Notices

Communication to the University
will be as follows:

Academic Fieldwork Coordinator
Bay Path University
588 Longmeadow Street
Longmeadow, MA 01106

Communication to the Facility
will be as follows:

**Mt. Diablo Unified School
District**
1936 Carlotta Drive
Concord, CA 94519

The signatures below attest to agreement to abide by the described practices.

Michael Giampietro, Vice President
Finance and Administrative Services
Bay Path University

Administrator
Mt. Diablo Unified School District

Date

Date

Policy No. CGL201500304500

NOTICE

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION

**PRIMARY GENERAL LIABILITY INSURANCE POLICY
DECLARATIONS**

- Item 1. **Educational Organization:** Bay Path University
Address: 588 Longmeadow Street
Longmeadow, MA 01106-2292
- Item 2. **Limit of Liability:**
- | | | |
|-----|-------------|--------------------------------------|
| (a) | \$1,000,000 | Each Occurrence |
| (b) | \$3,000,000 | Aggregate Limit |
| (c) | \$5,000 | Medical Payment Expense Per Person |
| (d) | \$1,000,000 | Fire Legal Liability Each Occurrence |
- Item 3. (a) **Policy Period:** November 1, 2015 to November 1, 2016
(b) **Inception Date:** 11/1/2008
at 12:01 A.M. at the address stated in Item 1 above
- Item 4. Premium:
Risk Management Premium Credit (RMPC):
Premium Due:
Premium Tax:
Paid-In Surplus:
Total:
-
- Item 5. **Deductible:**
- | | | |
|-----|------|----------------------|
| (a) | \$ 0 | Each Occurrence |
| (b) | | nil Annual Aggregate |
- Item 6. **EBL Date of First Coverage:** 9/1/1993
- Item 7. Representative of **Educational Organization:** Michael J. Giampietro
- Item 8. Applicable Initial Endorsements:

**United Educators Insurance, a Reciprocal Risk Retention Group
Primary General Liability Insurance Policy
Occurrence Form**

(The words "**we**," "**us**," and "**our**," when used in this Policy, refer to United Educators Insurance, a Reciprocal Risk Retention Group, the "Company" issuing this Policy of insurance.)

In consideration of the payment of the premium, in reliance on the information furnished to **us** in the application and attachments thereto, and subject to the **Limit of Liability**, exclusions, definitions, conditions and other provisions of this Policy, **we** agree with the **Educational Organization** that:

INSURING AGREEMENT

1. **We** will pay on behalf of the **Insureds** all **Damages** up to the **Limit of Liability** resulting from an **Occurrence** anywhere to which this insurance applies. In addition, **we** will pay certain supplemental amounts as **Medical Payments Expense**. This Policy is subject to a **Deductible**, if applicable.

DEFINITIONS

2. This Policy is subject to the following definitions:

Advertising Injury means injury resulting from

- a. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. oral or written publication of material that violates a person's right of privacy;
- c. misappropriation of advertising ideas or style of doing business; or
- d. infringement of trademark, title, copyright or slogan

in any advertisement, publicity article, broadcast, telecast, or electronic or video publication that arises out of an **Included Entity's** advertising of its goods, products or services.

Automobile means a land motor vehicle designed and registered for use on public roads including any attached trailer or equipment. **Automobile** does not mean or include

- a. solar or battery-powered experimental motor vehicles developed in conjunction with an educational program of the **Educational Organization** wherever operated including preparing or practicing for, or participating in, any competition or time trial with other educational organizations; or
- b. motorized land vehicles or equipment principally used off public roads or on an **Included Entity's** property that are neither registered as a motor vehicle nor insured under an automobile liability insurance policy, including tractors, mowers, snow-blowers, grading equipment, farm equipment, forklifts, backhoes, all-terrain vehicles, bulldozers and similar equipment.

Bodily Injury means physical injury, sickness, disease, death, or emotional distress sustained by a person and includes mental injury and shock.

Claim means a demand for **Damages**.

Clerical or Administrative Error means an unintended error or omission in the administration of a **Covered Benefit Plan**, including enrolling or failing to enroll employees; keeping records; interpreting rules, regulations, policies and procedures; and giving advice to employees.

Covered Benefit Plan means any employee benefit plan that is operated by the **Educational Organization** for the benefit of employees of an **Included Entity** and that

- (i) provides health, medical, accident, death or disability benefits provided by, and funded by regular premium payments to, a licensed commercial insurance company, health maintenance organization or preferred provider organization that is not related to, managed by, affiliated with or under the control of any **Insured**; or
- (ii) provides retirement benefits in a qualified 403(b) plan provided by, and funded by periodic payments to, a licensed commercial insurance company (such as TIAA) or a regulated investment company or mutual fund, which company or fund is not related to, managed by, affiliated with or under the control of any **Insured**.

Damages means the amounts that an **Insured** becomes legally obligated to pay as compensation to an injured party. **Damages** includes punitive or exemplary damages where lawfully insurable, but **Damages** does not include:

- a. taxes, fines, or criminal penalties;
- b. the cost of compliance with injunctive or equitable relief; or
- c. any matters uninsurable under the law pursuant to which this Policy shall be construed.

Deductible means the amount of **Damages**, **Defense Costs** and **Medical Payments Expense** that the **Insureds** must pay with respect to each **Occurrence** before we pay and is in the amount shown in Item 5.(a) of the Declarations. The **Insureds' Deductible** obligation is deemed to be immediately satisfied with respect to the **Deductible** for **Occurrences** covered by this Policy during the **Policy Period** after the **Insureds** shall have paid the total Annual Aggregate amount shown in Item 5.(b) of the Declarations.

Defense Costs means the fees and expenses of investigation and defense, and the costs of appeal or similar bonds for amounts up to the **Limit of Liability**, and includes reasonable attorneys' fees and disbursements; but **Defense Costs** does not include the wages or salary of any employee of any **Insured** or the Company.

EBL Date of First Coverage means the date specified at 12:01 a.m. at the address of the **Educational Organization** stated in Item 6. of the Declarations.

Educational Organization means the entity named as such in Item 1 of the Declarations.

Extended Discovery Period means the extended period of time, if granted, for reporting **Claims**, during the 36-month period after the end of the **Policy Period** but only for an **Occurrence** taking place within the **Policy Period**.

First Aid means any uncompensated emergency care or treatment given to an ill or injured person at the scene of an accident before a licensed medical professional can provide regular medical aid. However, **First Aid** shall not mean services provided by an individual (i) in the course of his/her employment as, or training for, a physician, nurse, or other licensed medical professional; or (ii) in the course of volunteer work as a physician, nurse, or other licensed medical professional.

Inception Date means the date and time stated in Item 3.(b) of the Declarations.

Included Entity means:

- a. the **Educational Organization**;
- b. any not-for-profit organization or entity over which the governing body of the **Educational Organization** exerts effective control and that is named in, and whose accounts are included with or consolidated into, the financial statements submitted to us most recently by the **Educational Organization** prior to the rating of the premium for the **Policy Period**;

however, no entity or affiliate or subsidiary of any entity that has not qualified as a not-for-profit entity under applicable provisions of the Internal Revenue Code is an **Included Entity**, and no person or entity is an **Insured** with respect to such entity, unless that entity is listed on Schedule A;

- c. any entity listed on Schedule A of this Policy; and
- d. any not-for-profit entity acquired or formed by or merged with an **Included Entity** during the **Policy Period** provided that
 - (1) the value of the sum of all assets (including, but not limited to, real estate, securities, assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the **Educational Organization** and its consolidated subsidiaries and affiliates as most recently reported to **us** for rating purposes prior to such **Policy Period**;
 - (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **Included Entity** prior to the acquisition, formation or merger;
 - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Occurrences** happening prior to the date of acquisition or merger; and
- e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the **Educational Organization**, shall be added as **Included Entities** to this Policy as of the effective date of their formation, incorporation or acquisition by the **Educational Organization**, provided
 - (1) they are reported to **us** within sixty (60) days of the date of their formation, incorporation or acquisition by the **Educational Organization** and
 - (2) are subsequently accepted for coverage by **us** and named on the Policy.

Included Entity's Products means goods or products manufactured, sold, tested, handled, published or distributed by an **Included Entity** or others trading under its name or materials that were the subject of completed or abandoned operations of the **Included Entity**.

Insured means:

- a. the **Included Entities**;
- b. any past, present or future trustees, governing board directors or **Officers** of an **Included Entity** while acting within the scope of their duties on behalf of that **Included Entity**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt trustees, governing board directors, or **Officers**; and spouses or domestic partners of governing board directors or trustees to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners;
- c. at the option of the **Educational Organization**, any
 - (1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;
 - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
 - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
 - (4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
 - (5) student of an **Educational Organization** while acting at the direction of, complying with the policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;

- but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy; and
- d. any person or organization to whom any **Included Entity** is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only
 - (1) to the extent of such obligation;
 - (2) for operations (other than insurance operations) by or on behalf of that **Included Entity** or operation of facilities of that **Included Entity** or use of facilities by that **Included Entity**; and
 - (3) if the contract or agreement is made prior to a covered **Occurrence**.

Limit of Liability means the maximum amounts that are provided by this Policy to pay **Damages**, respectively, for each **Occurrence** and in the aggregate for all **Occurrences** during the **Policy Period**, as stated in Items 2(a) and (b) of the Declarations respectively.

Medical Payments Expense means amounts not covered by other insurance that we will pay per **Occurrence** in addition to the **Limit of Liability**, up to the amount specified in Item 2(c) of the Declarations, at the request of the **Educational Organization**, as reimbursement of reasonable and necessary first aid, medical, surgical, x-ray, dental, ambulance, hospital, nursing, funeral and prosthetic device expenses incurred by or on behalf of persons other than students and employees of the **Educational Organization** for **Bodily Injury** as a result of an **Occurrence** on premises owned by, leased to, or under the control of an **Included Entity**.

Model aircraft means a non-human carrying device capable of sustained flight in the atmosphere which has a flight weight of 100 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used for research and/or educational purposes; but, model aircraft does not include any rocket or missile.

Non-Flight Curriculum-Related Instruction includes the assembly, maintenance, service, ownership, use or operation of owned aircraft not used in flight, but instead solely for maintenance or service as part of **Non-Flight Curriculum-Related Instruction**; however **Non-Flight Curriculum-Related Instruction** does not include:

- (i) the flying of any aircraft,
- (ii) the time commencing with the take-off run or landing run of any aircraft or
- (iii) the assembly, maintenance, service, ownership, use or operation of any aircraft actually used in flight

Occurrence means:

- a. an accident during the **Policy Period** or the continuous, intermittent or repeated exposure to conditions that commence during the **Policy Period** that causes **Bodily Injury** or **Property Damage** neither expected nor intended by the **Insured**; or
- b. an event that first occurs during the **Policy Period** that causes **Personal Injury** or **Advertising Injury**.

All **Bodily Injury**, **Property Damage**, **Personal Injury**, or **Advertising Injury** attributable directly or indirectly to the same accident, event, conditions, cause, defect or hazard, or failure to warn of such, shall be considered as one **Occurrence** irrespective of the time period or area over which injury or damage arises or the number of injuries, damages or **Claims** made against any **Insureds**.

However, any incidents related to or arising out of **Sexual Molestation**, sexual or physical assault, or abuse, irrespective of the number of incidents or injuries or the time period or area over which incidents or injuries occur, shall be treated as a one **Occurrence** for each perpetrator.