

(If necessary, form will be sent to College Legal Department for Review)

*M/A*

Date: \_\_\_\_\_

Date Returned \_\_\_\_\_

**PRESENTATION COLLEGE  
CONTRACT WITH Southern Plains Education Cooperative  
FOR Department of Psychology, Presentation College**

**I. Parties**

This Agreement is made this \_\_\_ day of August, 2015 between: Southern Plains Education Cooperative, 201 East 3<sup>rd</sup> St., Fairmont, MN 56031 (the "Cooperating Agency") and Presentation College, 1500 N. Main St., Aberdeen, South Dakota 57401 (the "College").

**II. Purpose**

The purpose of this Agreement is to provide the College's students with the opportunity to participate in an Internship Program (the "Program"). The Cooperating Agency and the College agree to work together to provide the students with practical experience in their field of study. Therefore, the parties mutually agree to the following terms and conditions.

**III. Agreement**

A. The Cooperating Agency shall:

1. Make selected learning experiences available for student learning.
2. Make facilities available for student practicum experiences on the assigned days.
3. Hold conferences with College faculty and/or administration whenever necessary.
4. Supply the College with philosophy, organization structure, policies and regulations of the Cooperating Agency to be observed by faculty and students while in the Cooperating Agency.
5. Notify the College of changes in philosophy, organization or procedures within the institution that affects the implementation of this Agreement.
6. Maintain ultimate responsibility for its facility and client/patients.
7. Provide adequate orientation for College faculty.
8. Provide suitable space for faculty/student conferences.
9. Arrange for emergency health care treatment for any student or faculty member who is injured or becomes ill while participating in the Program. Cooperating Agency shall not be responsible for any costs associated with such treatment and follow up care shall be the responsibility of the student or faculty member.

B. The College shall:

1. Provide the Cooperating Agency with an outline of the Program. This includes:
  - a. Philosophy
  - b. Objectives
  - c. Student responsibilities
  - d. Organizational structure
  - e. Student schedule
2. Assume responsibility for the Program, i.e., to provide instruction, to assume practicum

- responsibility, and to evaluate the students throughout the Program.
3. Provide for continuous planning with the Cooperating Agency. This includes at least one pre- and one post-semester evaluation conference between instructor and the Cooperating Agency's designated staff.
  4. Submit to the Cooperating Agency one month prior to each semester:
    - a. Type of learning experience desired.
    - b. Dates, times, number, academic level to be assigned to each unit within the Cooperating Agency. The number of students in a given unit is mutually agreed upon within limits previously set between the Cooperating Agency and the College. Names of students to be assigned to each unit will be provided on the first day of practicum.
    - c. Name, license number, and credentials of faculty member(s) providing practicum instruction.  
(Note: Necessary changes in the above may be made by mutual agreement of the College and the Cooperating Agency.)
  5. Permit the Cooperating Agency to request the College withdraw from practicum any student whose work, conduct, or health may have a detrimental effect on clients/patients.

#### **IV. Student Responsibilities**

The College shall require the students to

1. Wear appropriate attire and student name pin.
2. Be responsible for course objectives.
3. Maintain personal health during practicum.
4. Assume the responsibility of selecting their own physician and hospital for care. The student shall be responsible for any costs associated with medical treatment and follow up care while in the practicum. All accidents/illnesses are to be reported to the College faculty.
5. Maintain professionalism within the agency environment to ensure and protect the confidentiality of the clients/patients and the integrity of their information. Prior to beginning clinical experiences or engaging in any clinical activity, the student may be required to sign a confidentiality statement.
6. Provide their own transportation to the Cooperating Agency for practicum and selected learning experiences.
7. Abide by Cooperating Agency's immunization policy.

#### **V. Autonomous Entities**

The Cooperating Agency and the College shall retain their respective rights, privileges, powers, and functions as autonomous entities. Their legal, financial, and policies shall be unaffected by this Agreement unless herein stated.

#### **VI. Professional Liability Insurance Coverage**

The College warrants that the College and all faculty and students are covered under a group professional liability insurance policy carried by the College. Such professional liability insurance coverage provides minimum coverage limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Upon request by the Cooperating Agency, the College will provide a certificate of such insurance.

#### **VII. Indemnification by College**

Any liability resulting from the negligent act or omission of a faculty member or student while acting in the course of their involvement with the above-mentioned program shall be the responsibility of the

College to the extent of its available professional liability coverage limits; and the College hereby agrees to indemnify the Cooperating Agency to the full extent of such professional liability coverage limits.

**VIII. Indemnification by Cooperation Agency**

Any liability resulting from the negligent or intentional act or omission of an agent or employee of the Cooperating Agency while acting in the course of their involvement with the above-mentioned program shall be the responsibility of the Cooperating Agency to the extent of its available professional liability coverage limits; and the Cooperating Agency hereby agrees to indemnify the College to the extent of such professional liability coverage limits.

**IX. Term**


This Agreement shall be effective upon signing by the parties and shall remain in effect for a term of three (3) year(s) or until modified, revised, terminated or tenured 3 years. This Agreement may be terminated at any time and for any reason by either party upon sixty (60) days' written notice to the other party; provided, however, that the students assigned to the Program shall be allowed to complete the Program, unless termination is for cause.


**X. Revisions**

This Agreement shall be reviewed regularly by the College and the Cooperating Agency and be revised as deemed necessary.

COOPERATING AGENCY

PRESENTATION COLLEGE

  
Sarah Mittelstadt  
~~Executive~~ Southern Plains  
Its Executive Director

  
Margaret A. Huber, Ph.D.  
President

Sarah A Mittelstadt  
Typed or Printed Name

Date 8-21-15

Date 8/14/15