

**AFFILIATION AGREEMENT FOR USE OF A
SPEECH PATHOLOGY CLINICAL SITE**

THIS AGREEMENT is made this the eleventh day of June 2010 by and between **EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA**, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and FACILITY NAME (hereinafter "Site"). Facility address: *101 Hendrickson Ave.
BRICK, NJ 08724*
BRICK TOWN BOARD OF EDUCATION

BACKGROUND

WHEREAS, Site is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students in the area of Master of Science in Speech Pathology; and

WHEREAS, the University is an educational institution that provides a degree in the area of speech pathology; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinical setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University whereby its students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the clinical experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Site. The parties will mutually agree upon the number of students selected for each clinical program.
- b. *Education of Students.* The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.
- c. *Submission of Candidates.* The University shall submit the names of the students to a designated representative of the Site at least 6 weeks prior to the clinical assignment.
- d. *Policies of Clinical.* The University will review with each student, prior to the clinical assignment any and all applicable policies, codes, or confidentiality issues related to the clinical experience. The Site will provide the University all the applicable information at least 6 weeks in advance of the clinical rotation.

- e. **Advising Students of Rights and Responsibilities.** The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Site and should any student fail to abide by any policy and/or procedure, they may be expelled from the program.
- f. **Health Status.** The University will require its students who are participating in the clinical experience to comply with the health status requirements of the Site, including but not limited to, physical examinations, vaccinations and health screening requirements for tuberculosis and measles. Proof of compliance must be presented prior to admission into the program. If additional examinations or medical steps are required because of the nature of the clinical involved, the student will be in compliance as a condition for participation.
- g. **Scheduling of Site.** The University shall plan the assignment and schedules of those participating in the clinical experience in cooperation with the Site.
- h. **Professional Liability Insurance.** Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the clinical assignment.

The Site understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

II. DUTIES AND RESPONSIBILITIES OF THE CLINICAL

- a. **Student Participation in Site.** The Site agrees to allow a mutually agreed upon number of students of the University to participate in a clinical experience. The Site agrees that the students selected for the program will be permitted to participate at dates and times mutually agreeable between the Site and the University.
- b. **Patient Care/Administration.** The Site will have sole authority and control over all aspects of patient services. The Site will be responsible for and retain control over the organization, operation and financing of its services.
- c. **Removal of Noncompliant Student.** The Site shall have the authority to immediately remove a student who fails to comply with Site policies and procedures. If such a removal occurs, the Site should immediately contact the responsible University Faculty Advisor.
- d. **Emergency Medical Care of Students.** The Site may provide to the Students, to the extent possible, first aid for any injuries or illness that may occur during a clinical experience. However, the Site assumes no responsibility, financial or otherwise, beyond the initial first aid.

- e. *Designation of Representative.* The Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the clinical experiences of the students.
- f. *Supervision of Students.* The Site shall provide clinical site supervisors who will monitor student activities during clinical visits.
- g. *Reporting of Student Progress.* The Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule provided by the University.
- h. *Changes in Assignment.* The Site will, as soon as practical, advise the University of any changes in clinical assignments. If additional clinical education programs exist with other institutions, the Site shall devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.
- i. *Rules and Policies.* The Site will provide the University, at least two weeks in advance of the first clinical rotation, all relevant rules, regulations and policies of the Site. The Site, when necessary, shall have the responsibility of updating this information as necessary.
- j. *Facilities.* Available space at the site, as specified by the Site, will be established by mutual agreement and made accessible to the University faculty and students for instruction, conferences and library purposes.
- k. *Student Records.* The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be 5 years from the date of execution. This Agreement may not exceed a period of five years.
- b. *Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.

- f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- h. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

East Stroudsburg University of Pennsylvania

 Dr. Marilyn J. Wells.
 Interim Provost and Vice President for
 Academic Affairs

 Date

Signatory Authority for *BRICK TOWN BOARD OF EDUCATION*

 Signature/Title

 Date

 Print Name