

CHAPMAN UNIVERSITY SPEECH LANGUAGE PATHOLOGY (SLP) EDUCATION
PROGRAM

AFFILIATED SITE AGREEMENT

This AGREEMENT is made and entered into this **DAY** of **MONTH**, **YEAR** between CHAPMAN UNIVERSITY, hereafter referred to as the "UNIVERSITY" and SITE, hereafter referred to as the "AFFILIATED SITE".

WHEREAS:

The UNIVERSITY has a major in Communication Sciences and Disorders which awards a Master of Science degree in Speech Language Pathology (SLP) and is accredited by the Western Association of Schools and Colleges, and;

The UNIVERSITY desires the cooperation of the AFFILIATED SITE and its staff in the development, implementation and evaluation of the speech language pathology (SLP) student clinical experience and professional preparation and;

The AFFILIATED SITE Certified Speech Language Pathologist must be recognized holding the Certificate of Clinical Competence (CCC) defined by the American Speech Language Hearing Association (ASHA) and Chapman University Communication Sciences and Disorders Education Program (CUCSD). This recognition includes the participation of the AFFILIATED SITE SLP in a clinical education instructor workshop delivered by the CUCSD Program Director or Clinical Coordinators, all of whom are certified.

The AFFILIATED SITE will benefit from the professional services provided by the speech language pathology (SLP) students of CHAPMAN UNIVERSITY, and;

The parties have found it to be in the public health interest for the AFFILIATED SITE to join the UNIVERSITY in satisfying the curriculum requirements and professional preparation of speech language pathology (SLP) students.

NOW, THEREFORE, UNIVERSITY and AFFILIATED SITE agree to the following terms and conditions for the establishment and operation of a clinical education program.

1. THE PARTIES MUTUALLY AGREE:

- A. This AGREEMENT shall continue in force, effect from August 29, 2018 to, and including_ August 25, 2021. This AGREEMENT may be renewed for a three-year period by mutual consent of both parties. This AGREEMENT may be terminated by either party with or without cause upon ninety (90) days written notice, provided that (subject to the other terms of this AGREEMENT) all students currently enrolled in the Program at the AFFILIATED SITE at the time of notice of termination shall be given the opportunity to complete the program at the AFFILIATED SITE.

- B. The parties shall follow the theoretical competencies and clinical proficiencies specified by CAA for the clinical education experience, utilize methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the didactic and clinical delivery of the curriculum for speech language pathology (SLP) students.
- C. The period for each speech language pathology (SLP) student's clinical experience shall be mutually agreed upon prior to beginning the clinical education program.
- D. The number of students able to participate in the AFFILIATED SITE'S clinical education program will be mutually determined by agreement of the parties and may be altered by mutual agreement, with due consideration given to the clinical space available, not to exceed the 3 (three) speech language pathology (SLP) students to 1 (one) SLP-CCC ratio.
- E. The Affiliated Site SLP may be eligible for pay or remuneration for participation in this program beyond the ASHA Continuing Education for attending the CUCSD clinical instructor workshop. Criteria for pay or remuneration are as follows:
- Instructing and supervising one or more speech language pathology (SLP) student(s) at the Affiliated Site during the semester;
 - Providing written evaluation of SLP student performance periodically, and required at the midterm and final week during the semester; • Confirmation of the clinical hours earned at this site;
 - Positive written evaluation comments by the SLP student(s) of the Affiliated Site and supervising SLP
 - Standard stipend remuneration will be:
 1. \$350 per semester
- Stipends will be processed during each semester of the academic year
- F. AFFILIATED SITE may request UNIVERSITY to withdraw from AFFILIATED SITE'S clinical experience program any student who AFFILIATED SITE determines is not performing satisfactorily, or who refuses to follow AFFILIATED SITE'S administrative and patient care policies, procedures, rules and regulations. Such request shall be in writing and must include a statement of reason(s) why AFFILIATED SITE desires to have the student withdrawn. UNIVERSITY may withdraw a student from the clinical program at any time, upon written notice to the AFFILIATED SITE.
- G. Neither party shall discriminate in the assignment of speech language pathology (SLP) students based on race, color, disability, sex, religion, national origin, ancestry, or any other basis prohibited by law.
- H. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FACILITY, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FACILITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, or employees.

1. The FACILITY agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FACILITY, its agents, or employees.
- J. A party that is entitled to indemnification under paragraph H. or I. above is referred to herein as an "Indemnified Party," and a party required to indemnify another party under either such paragraph is referred to herein as an "Indemnifying Party."

Promptly after receipt by an Indemnified Party of notice of the commencement of any action or claim for which such party believes it is entitled to indemnification hereunder (a "Claim"), such Indemnified Party will notify (a "Claims Notice") the Indemnifying Party of such action or claim; but the failure to notify or delay in notifying the Indemnifying Party will not relieve it from any liability which it may have to any Indemnified Party except to the extent of any actual prejudice to the Indemnifying Party from such failure or delay. Such actual prejudice may consist of the Indemnifying Party's loss or impairment of rights to obtain defense of a Claim from its insurance company, or loss of any other rights under any insurance policy.

The Indemnifying Party shall have the right to undertake the defense thereof by representatives of its own choosing (including those of its insurance company) that are reasonably satisfactory to the Indemnified Party. The legal counsel selected by an Indemnifying Party's insurance company shall conclusively be deemed satisfactory to the Indemnified Party unless the insurance company recognizes the Indemnifying Party's right to select counsel. If the Indemnifying Party, by the fifteenth day after receipt of a Claims Notice (or, if earlier, by the fifth day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the person asserting such claim), does not elect to defend against such claim, the Indemnified Party will (upon further notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnifying Party; provided however that the Indemnifying Party shall have the right to assume the defense of such claim with counsel of its own choosing at any time prior to settlement, compromise or final determination thereof.

An Indemnifying Party may settle a Claim only with the consent of the Indemnified Party. If the Indemnified Party refuses to consent to a settlement: (a) that is acceptable to the Indemnifying Party; (b) provides for a release of the Indemnified Party with respect to the Claim; and (c) that does not require any payment or other act (other than a customary confidentiality agreement) on the part of the Indemnified Party, then the Indemnifying Party's liability with respect to such Claim is limited to the amount for which that Claim could have been settled and defense costs incurred by the Indemnifying Party or with its consent up to the date of such refusal.

- K. Both parties agree to provide evidence of insurance as follows:
- i. Commercial General Liability Insurance, written on an occurrence form, with limits as follows:

ii. Products/Completed Operations	\$1,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. General Aggregate	\$1,000,000
v. Each party agrees to name the other party as an additional insured as their interests may appear relative to all operations under the term of this Agreement.	\$3,000,000
 - ii. Business Automobile Liability Insurance for owned, scheduled, non-owned, and hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
 - iii. Workers' compensation insurance as required by state law within the site of operations of this Agreement, with employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
 - iv. Professional liability insurance coverage for all students and professional staff participating under the terms of this Agreement, with limits in the minimum amount of one million dollars (\$ 1,000,000) per claim or per occurrence and one million dollars (\$ in the aggregate. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
 - v. The Insured party shall provide a Certificate of Insurance, satisfactory to the other party, evidencing the above coverages, said Certificate of Insurance to provide for thirty (30)-days advance written notice to the other party of any modification, change, or cancellation of any of the above insurance coverage.
 - vi. Each insurance policy shall be issued by an insurance company authorized to do business in the State or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.
- L. It is understood that UNIVERSITY and AFFILIATED SITE are responsible only for the actions of their respective officers and employees; that, for purposes of this AGREEMENT, speech language pathology (SLP) students are not employees of the AFFILIATED SITE or UNIVERSITY for any purpose, including Workers' Compensation or employee benefit programs, and that students shall not be entitled to any monetary remuneration for services performed by them in the course of their speech language pathology clinical education experience.

- M. Notices required or permitted to be provided under this AGREEMENT shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To:

To: CHAPMAN UNIVERSITY:

Communication Sciences and Disorders Program One
University Drive
Orange, California 92866

Attention: Howard Hewitt
Legal Affairs

- N. Both parties acknowledge that they are independent contractors, and nothing contained in this AGREEMENT shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this AGREEMENT shall give or is intended to give any right of any kind to third persons.
- O. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this AGREEMENT without the prior written consent of the other party hereto. Subject to the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the respective successors and assigns of the UNIVERSITY and the AFFILIATED SITE.
- P. Any failure of a party to enforce that party's right under any provision of this AGREEMENT shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- Q If any term or provision of this AGREEMENT is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this AGREEMENT shall be interpreted as if such term or provision had never been contained in this AGREEMENT.

11. AFFILIATED SITE AGREES:

- A. To provide time and training for the SLP who supervises and coordinates the clinical education experience with the CUCSD Clinical Coordinator. The aforementioned individual shall meet the criteria established by the CAA standards for the supervision of speech language pathology (SLP) students in the clinical education setting.
- B. To provide the SLP with reasonable time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conferences.

- c. To structure the clinical experience as needed to meet the educational competencies and clinical proficiencies specified by CAA, utilize methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the didactic and clinical delivery of the curriculum for speech language pathology (SLP) students. The AFFILIATED SITE will attempt to meet the mission, goals and objectives set forth by CUCSD within the constraints of the AFFILIATED SITE'S physical environment, patient load, and clinical experience.
- D. To advise UNIVERSITY of any changes in its personnel, operation, or policies which may affect the clinical education experience.
- E. To provide the assigned speech language pathology (SLP) student, whenever possible with the use of library resources, reference materials and other specialized learning experiences.
- F.To provide the speech language pathology (SLP) student with a copy of the AFFILIATED SITE'S rules, regulations, policies, and procedures, with which the speech language pathology (SLP) student is expected to comply with, including but not limited to blood-borne pathogens, HBV, OSHA, Americans with Disabilities Act, HIPPA and Universal Precautions.
- G. To provide for emergency health care of the speech language pathology (SLP) student in case of accident at the expense of the student.
- H. Upon reasonable request, to permit UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the speech language pathology (SLP) education program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical education program.
- 1. To evaluate the performance of the speech language pathology (SLP) student on a regular basis using the evaluation form provided by CUCSD at the midterm and end of semester. UNIVERSITY is to be notified, by at least midterm, of any serious deficit noted in that assigned speech language pathology (SLP) student's ability to accomplish the objectives set forth for that clinical experience. (It will then be the mutual responsibility of the assigned student, and supervisor, to devise a plan by which the student may be assisted to achieve the stated objectives.)
- J.To forward a copy of the student's final written evaluation of clinical rotation objectives reflecting theory application, competency completion and clinical proficiency acquisition, upon completion of the clinical education experience to be received by CUCSD Director and/or Clinical Coordinator within five (5) working days of the end of a semester.
- K. The AFFILIATED SITE agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation laws relating to the confidentiality of student records.
- L. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the AFFILIATED SITE or involving employees

or agents of the AFFILIATED SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- M. To provide, upon request by any participating student, with such reasonable accommodations at the AFFILIATED SITE as required by law in order to allow otherwise qualified students with disabilities to participate in the program.

111. UNIVERSITY AGREES:

- A. To assume responsibility for the professional preparation of the speech language pathology (SLP) student in compliance with the curriculum standards as set forth by CAA and ASHA.
- B. To establish and maintain ongoing communication with the supervisor of clinical education at the AFFILIATED SITE on items pertinent to speech language pathology (SLP) education and the clinical education of speech language pathology (SLP) students enrolled in the CUCSD. (Such communication might include, but is not limited to, a description of the experience, student biographical information, policies, faculty qualification, etc.) On-site visits will be arranged when feasible or upon request by the AFFILIATED SITE SLP supervisor.
- C. To place at the AFFILIATED SITE only those speech language pathology (SLP) students who have satisfactorily completed the prerequisite academic portion of the curriculum.
- D. To inform the speech language pathology (SLP) student of the AFFILIATED SITE'S requirements for acceptance when applicable.
- E. To provide, upon request, the AFFILIATED SITE written certification concerning the student's health and any immunization against communicable diseases requested by the AFFILIATED SITE upon receipt by the CUCSD Director and/or Clinical Coordinators.
- F. To supply the supervisor at an AFFILIATED SITE with all appropriate academic and clinical syllabi and evaluation instruments reflecting the educational competencies and clinical proficiencies necessary for proper clinical education instruction, supervision and evaluation.
- G. To have each speech language pathology (SLP) student provide, prior to commencement of the clinical experience, such confidential information as may be required by the AFFILIATED SITE as deemed necessary for the training and guidance of the students, together with the student's authorization for release of such information, as required by law.
- H. That the speech language pathology (SLP) students are not employees of the AFFILIATED SITE and they will not receive compensation from said AFFILIATED SITE.

1. To inform the speech language pathology (SLP) students that they must abide by existing rules and regulations of the AFFILIATED SITE.

J.To inform the speech language pathology (SLP) students that they must be cleared, if required by the AFFILIATED SITE, from an absence caused by injury or illness, by a physician.

K. That the speech language pathology (SLP) student will provide evidence of health insurance coverage at the beginning of the clinical experience.

This AGREEMENT fully supersedes any and all prior AGREEMENTS or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this AGREEMENT shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this AGREEMENT.

SIGNATURES:

CHAPMAN UNIVERSITY

Howard Hewitt
Executive Vice President and COO

Date

Date