

**STATE SYSTEM OF HIGHER EDUCATION
PENNSYLVANIA WESTERN UNIVERSITY OF PENNSYLVANIA**

**AFFILIATION AGREEMENT
FOR AN ACADEMIC EXPERIENCE SITE**

THIS AGREEMENT, is made this 30th day of September, 2022, by and between PENNSYLVANIA WESTERN UNIVERSITY OF PENNSYLVANIA (PennWest), (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and CHARTIERS VALLEY SCHOOL DISTRICT, 2030 Swallow Hill Road, Pittsburgh, PA 15220, (hereinafter "Site"), Federal Identification (EIN) number 25-6008790.

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 Speech-Language Pathology; and

WHEREAS, the University is an educational institution that provides a degree in the area of Speech-Language Pathology; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic 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.
- 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 two weeks prior to the clinical assignment.
- d. ***Policies of Clinic.*** The University will review with each student, prior to the clinical assignment any and all applicable policies, codes, or confidentiality issues related to the clinic experience. The Site will provide the University all the applicable information at least two 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 clinic 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 of 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 Finance and Risk 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.

- i. ***Patient Confidentiality.*** The University shall direct its students to comply with the policies and procedures of the Site including those governing the use and disclosure of individually identifiable health information under federal law. Solely for the purpose of defining the students' role in relation to the use and disclosure of protected health information, the students are defined as members of the Site workforce, as that term is defined by HIPPA, when engaged in activities pursuant to this Agreement. However, students are not and shall not be considered employees of the Site.

II. DUTIES AND RESPONSIBILITIES OF THE SITE

- a. ***Student Participation in Site.*** The Site agrees to allow a mutually agreed upon number of University students 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.
- l. *Eligibility Requirements.* Each clinical supervisor/instructor selected to Supervise the student intern shall hold a current American Speech-Language-Hearing Association (ASHA) certificate of Clinical Competence (CCC-SLP) and meet ASHA's supervision requirements for clinical educators.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties will mutually agree upon the number of students that shall be assigned to the Site for this clinical experience. Students must have, and will provide to the Site, all current and mandated clearances.
- b. *Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution. This Agreement may not exceed a period of five (5) years.
- c. *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.


- d. ***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 (ADA). University students are protected by Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the ADA. Site agrees to cooperate with the University in its investigation of claims of discrimination or harassment.
- e. ***Reporting of Sexual Violence and Sexual Harassment:*** Site shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator, Amy Salsgiver, at 814.393.2109 or asalsgiver@pennwest.edu.
- f. ***Interpretation of the Agreement.*** The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. ***Modification of Agreement.*** This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. ***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.
- i. ***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 defenses 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.
- j. ***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.

[Signature page to follow]


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

Pennsylvania Western University of PA

Chartiers Valley School District



Dr. Scott E. Miller
Senior Vice President of
Academic Affairs & Provost



Authorized Signature

Julie Franczyk / Assistant
Print Name/Title Superintendent