

AFFILIATION AGREEMENT

Agreement Date: September 21, 2021

By and between Eastern New Mexico University Speech and Hearing Rehabilitation Outreach Center (herein referred to as "SCHOOL") and Berkley Unified School District (herein referred to as "CLINICAL FACILITY").

WITNESSETH

WHEREAS, SCHOOL desires to provide a clinical learning experience to its students through the application of knowledge and skills in client-centered situations and settings; and

WHEREAS, CLINICAL FACILITY has agreed to make its facility available to SCHOOL for such purposes; and

WHEREAS, the parties agree to jointly participate in a Clinical Education Program and desire to establish and maintain a reciprocally beneficial working relationship; and

WHEREAS, it is for the mutual interest and advantage of both parties to enter into this Affiliation Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and intending to be legally bound hereby, it is agreed by both parties as follows, that:

1. The parties will work together to implement a Clinical Education Program to provide students with supervised clinical experiences in therapy.
2. The educational component of the Clinical Education Program shall be under the supervision of the CLINICAL FACILITY'S Coordinator and/or the student's speech language pathology ("SLP") supervisor at the CLINICAL FACILITY.

A. STUDENT RESPONSIBILITIES

1. **Student Statements.** The student agrees to provide the following signed statements prior to beginning any Clinical Education Program at CLINICAL FACILITY:
 - a) Statement of Responsibility
 - b) Statement of Confidentiality and Security
 - c) Release of Information granting SCHOOL personnel permission to discuss performance in coursework or practicum with CLINICAL FACILITY
 - d) Verification of receipt and knowledge of Graduate Student **and** Supervisor Handbooks

2. **Insurance.** The student agrees to provide and maintain adequate professional liability insurance covering his/her participation in the Clinical Education Program. The scope and coverage of said insurance shall survive the termination of the student's participation in this Agreement for 1 calendar year. The student agrees to provide proof of such insurance to the SCHOOL prior to placement and to the FACILITY upon request (i.e., via Certificate of Coverage). Professional liability insurance shall be in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
3. **Health.** Students shall be responsible for arranging for any necessary medical care and/or treatment needed by the student, including transportation, in case of illness or injury, while participating in the Clinical Education Program. In no event shall the SCHOOL or CLINICAL FACILITY be financially or otherwise responsible for said medical care or treatment.

Students will present the following health records to the Clinical Education Program prior to their educational experience at the CLINICAL FACILITY. All records must be current (within 12 months of the clinical education start date at CLINICAL FACILITY).

- a) Physical examination results
 - b) Tuberculin skin test within the past 12 months or documentation of a previous positive reactor. **Tuberculosis Clearance.** In accordance with California Education Code Section 49406, each candidate prior to assignment to the District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that they are free of active tuberculosis, prior to beginning their assignment in the District. University shall advise candidates of their obligation to provide at their own expense evidence of tuberculosis clearance by a medical professional to the District prior to their assignment start date.
 - c) Proof of rubella and rubeola immunity by positive antibody titers or two doses of MMR
 - d) Varicella immunity, by positive history of chickenpox or proof of varicella immunization
 - e) Proof of Hepatitis B immunization or a signed waiver of vaccination
 - f) Proof of influenza vaccine during the flu season (October 1 to March 31) or a signed declination form, if required by said facility
 - g) Evidence of a 10 panel drug and alcohol screen, performed upon admission to the CLINICAL FACILITY, if required by said facility
 - h) Evidence of personal health coverage during the duration of the practicum/internship, if required by the CLINICAL FACILITY
4. **Trainings.** Students shall complete the following trainings prior to beginning the Clinical Education Program at CLINICAL FACILITY. All trainings must have been completed within 12 months of the clinical education start date at CLINICAL FACILITY.
 - a) Universal health precautions/bloodborne pathogens
 - b) CPR certification
 - c) HIPAA regulations
 - d) Abuse and neglect reporting (per Elder Justice Act and Centers for Medicare & Medicaid Services as required)
 5. **Background Checks.** Students will complete the following background checks prior to beginning their assigned rotation at CLINICAL FACILITY. All checks must have been completed within 12 months of the clinical education start date at CLINICAL FACILITY.
 - a) Social Security number verification
 - b) A criminal records search pursuant to the requirements of the Caregivers Criminal

History Screening Act, Sections 29-17-2 through 29-17-5 NMSA 1978. This necessitates fingerprinting and includes both state and federal clearance PRN.

- c) United States Department of Justice National Sex Offender Public Website search
 - d) HHS/OIG List of Excluded Individuals/Entities
 - e) GSA/SAM List of Parties Excluded from Federal Programs
 - f) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specialty Designated Nationals (SDN), if applicable
 - g) DMV driving history, based on responsibilities
 - h) **Certificate of Clearance.** In accordance with California Education Code Section 44320, each candidate must complete Live Scan service and obtain fingerprint clearance prior to beginning their assignment. Live Scan will be administered through **the District**. University will advise candidates of their obligation to submit to fingerprinting and to obtain clearance in advance of beginning their assignment.
 - i) Show proof of COVID vaccination
-
- 6. The student will adhere to the rules and regulations of both SCHOOL'S and CLINICAL FACILITY'S Department of Rehabilitation/Special Education. Students must follow the American Speech-Language-Hearing Association ("ASHA") Code of Ethics at all times.
 - 7. Students shall be responsible for their own transportation to and from SCHOOL and CLINICAL FACILITY.
 - 8. Students shall not engage in any aspect of patient evaluation and/or treatment in the absence of the CLINICAL FACILITY supervisor.
 - 9. Students may not have access to CLINICAL FACILITY other than for Clinical Education Program instruction, unless permission has been obtained from appropriate CLINICAL FACILITY personnel and CLINICAL FACILITY supervision is present.
 - 10. At all times while on CLINICAL FACILITY site during practicum/internship, students must wear clothing or identification badges that clearly identify their status as students of the SCHOOL and not as agents or employees of the CLINICAL FACILITY.
 - 11. Students must obtain prior written approval from both SCHOOL and CLINICAL FACILITY before publishing any material relating to the Clinical Education Program experience.

B. SCHOOL'S RESPONSIBILITIES

SCHOOL agrees to:

- 1. Inform students of the criteria listed above.
- 2. Assign only those students who have completed required coursework and clinical proficiency as needed to successfully serve clients at CLINICAL FACILITY.
- 3. Prior to start of each student's rotation, provide information relevant to student's level of training, pertinent KASA outcome mastery/deficiencies, and previous clinical experience.

4. Provide classroom theory and academic/practical education to students prior to their clinical assignments at the CLINICAL FACILITY and maintain general responsibility for didactic instruction, academic evaluation, and related academic matters concerning student participation in the Clinical Education Program.
5. Provide continuing oral and written communication with CLINICAL FACILITY regarding student performance and evaluation, absences and assignments of students, and other pertinent information including but not limited to formal/informal evaluation of students and students' clinical practice experience on an ongoing basis in conjunction with the appropriate CLINICAL FACILITY'S staff.
6. Provide specific clinical objectives for student clinical practice experience and work with the CLINICAL FACILITY staff to help implement those objectives.

C. CLINICAL FACILITY'S RESPONSIBILITIES

CLINICAL FACILITY agrees to:

1. Provide orientation of students to the CLINICAL FACILITY (including but not limited to rules, regulations, policies, procedures, and practices).
2. Provide supervision of the SCHOOL'S students through a CLINICAL FACILITY representative. For each student assigned by SCHOOL, ensure ASHA Certification of Clinical Competence and state licensure of SLP supervisor working at CLINICAL FACILITY assigned to supervise said student. This information shall be provided to SCHOOL upon request to ensure SCHOOL's compliance with ASHA's accreditation standards of practice.
3. Provide clinical practice opportunities and training within the ASHA CCC-SLP scope of practice and applicable state licensure laws in accordance with accepted standards of clinical evidence based practice in the student's area of study and as mutually agreed upon by the parties.
4. Maintain adequate liability insurance, general and professional, for its coordinator and any other employees or contractors providing supervision to the students, covering their participation in the Clinical Education Program (students cannot be supervised by uninsured therapists). Said insurance shall be deemed primary and not secondary to any insurance and shall survive the termination of the Agreement for one calendar year. Professional liability insurance shall be in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. CLINICAL FACILITY agrees to provide proof of insurance upon request.
5. Provide continuing oral and written communication with SCHOOL regarding student performance and evaluation, absences and assignments of students, and other pertinent information including but not limited to formal/informal evaluation of students and students' clinical practice experience on an ongoing basis in conjunction with the appropriate CLINICAL FACILITY'S staff.
6. Provide the student with clerical/clinical supplies and materials necessary to meet standards of CLINICAL FACILITY.
7. Provide, to the best of its ability and whenever the needs of the Program demand, any specialized item necessary for student safety.
8. Permit students access to parking and cafeteria to the extent necessary and available.
9. Notify SCHOOL immediately of any situation or problem that threatens a student's successful completion of the Program.
10. Maintain the confidentiality of all student records produced by or furnished by SCHOOL, and disclose information only as SCHOOL may request for its own use, as the student may direct, or as required by law.
11. When required for accreditation and/or upon SCHOOL'S request, provide SCHOOL with Clinical Education Program information, reports or other data.

D. TERM

1. The term of this Agreement shall be ongoing until from the date written herein until termination or revision by SCHOOL or CLINICAL FACILITY.
2. Any party may terminate this agreement with or without cause at any time upon written notice to the other parties hereto specifying the date on which such termination is to be effective. Such date must be not less than thirty (30) days following the date on which such notice is given. Notice should be sent to the address listed hereunder. Notwithstanding termination, all students currently participating in clinical education at the CLINICAL FACILITY at the time of notice of termination will be given the opportunity to complete the Clinical Education Program for the term agreed upon in the Agreement to Supervise signed prior to the student clinical placement (unless the student is dismissed from placement with cause as specified below).
3. CLINICAL FACILITY retains the right to dismiss a student and terminate the student's access to CLINICAL FACILITY if the student's performance or health is so unsatisfactory as to result in possible danger to the student or patients. Other dismissals or terminations shall be by mutual agreement of CLINICAL FACILITY and SCHOOL.

E. MISCELLANEOUS

1. The parties will comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to each other party to the extent required for determining compliance with Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. SCHOOL will direct its faculty and students to comply with the policies and procedures of the CLINICAL FACILITY, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining SCHOOL faculty and students' role in relation to the use and disclosure of the CLINICAL FACILITY's protected health information, SCHOOL faculty and students are defined as members of the CLINICAL FACILITY's "workforce," as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, SCHOOL faculty and students are not and will not be considered employees of the CLINICAL FACILITY. No student will look to the CLINICAL FACILITY for any salary, and students who become injured while in the CLINICAL FACILITY will not be employees for purposes of workers' compensation benefits, disability benefits, or any similar payments.
2. This Agreement is not intended to create any third-party beneficiary rights.

3. SCHOOL and CLINICAL FACILITY shall not discriminate against any student on the basis of race, sex, sexual preference, religion, national origin, age or the basis of handicap, AIDS and AIDS-related conditions; and shall comply with the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA) of 1990, and any or all other applicable state laws and regulations, and all requirements thereunder.
4. Both assigned students and CLINICAL FACILITY employees/contractors are required to report suspicion of a crime against any individual who is a resident of, or is receiving care from, the CLINICAL FACILITY to the appropriate authorities. This may include law enforcement agencies as necessary.
5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof. No change or modification of this Agreement shall be valid until the same is submitted in writing and signed by all the parties hereto. No waiver of any provisions of this Agreement shall be valid unless submitted in writing and signed by the authorized representative of the SCHOOL and CLINICAL FACILITY. Additional details of the Clinical Education Program and additional duties and obligations of the parties, if desired by either party, may be contained in subsequent writings attached as Exhibits(s) to this Agreement. Such exhibits must be mutually agreed upon, submitted in writing, and signed by all parties hereto.
6. This Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement. This Agreement is not exclusive.
7. No party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval. No party shall use for its benefit or the benefit of its affiliates any information provided by the other party which is commonly considered to be proprietary.
8. CLINICAL FACILITY may require students and faculty to sign confidentiality/proprietary information agreements to protect patient information and all rehabilitative, operational or marketing information considered proprietary by CLINICAL FACILITY.
9. SCHOOL and CLINICAL FACILITY hereby agree that if the value or cost of services rendered by either party under this Agreement is equal to or more than \$10,000 for any twelve (12) month period, the parties agree to allow the Comptroller General of the United States (CG), the Secretary of the Department of representatives access to their agreements, books, documents, and records until the expiration of four years after the services are furnished under this Agreement. The access must be provided for in accordance with Subpart D, 42 C.F.R. 420 et seq. (47 Federal Register 58267, Thursday, December, 1982). Similar access must be provided to DHHS and their duly authorized representatives to all agreements, books, documents and records between both parties and any subvendor or subcontractor or any organizations related to or pertaining to either party for any work hereunder.
10. This Agreement shall be interpreted and construed in accordance with the laws of the state.
11. The parties agree they are independent contractors. In no event will this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties,

and nothing contained in this Agreement will be construed to authorize either party to act as agent to the other.

IN WITNESS WHEREOF: The Parties hereto have executed this Agreement of the day and year first written above.

FOR SCHOOL:

Signature

Date

Dr. Suzanne H. Swift
Chair, Health and Human Services
Eastern New Mexico University, Station #3
1500 S Ave K
Portales, NM 88130
575.562.2156; fax 575.562.2380
Suzanne.Swift@enmu.edu

For CLINICAL FACILITY:

Signature

Date

Name in Print

Title

Berkeley Unified School District
2020 Bonar Street, Suite 301
Berkeley, CA 94702
Tel: 510.644.6210