

## **AFFILIATION AGREEMENT**

**THIS AGREEMENT**, made this 13th day of September, 2024, by and between Campbell County School District #1, an educational entity located at 100 West Eighth St., Gillette, WY 82717-3033 (hereafter, the School) and Delaware Valley University, an educational institution located at 700 E. Butler Ave., Doylestown, PA 18901 (hereinafter "University").

### **WITNESSETH:**

**WHEREAS**, the School is an entity that provides preventative, diagnostic, or intervention services to students with impairments within the scope of practice of a speech-language pathologist;

**WHEREAS** University is an institution of higher education that operates a college of various disciplines;

**WHEREAS**, it is of mutual interest and advantage to the parties that students enrolled with the University be given an opportunity and benefit of having clinical education experience in the School's facilities and with regard to the School's students "Program";

**NOW, THEREFORE**, the School agrees to provide facilities and experiences for qualified University students and University agrees to provide the School with qualified students to supplement its care of students.

In consideration of the good and valuable consideration provided hereunder, and intending to be legally bound, the parties agree as follows:

### **1. Responsibilities of the University**

(a) Non-Clinical and Clinical Placement. University shall be responsible for the following obligations in connection with its implementation of the Program:

(i) Designating appropriate and qualified students (the "Program Participants") for participation in the Program. Each Program Participant shall have the appropriate educational background and skills consistent with the level of training needed to participate in the Program.

(ii) Assuring that University students with unsatisfactory academic standing in the classroom and/or University will not be placed in the Program.

(iii) Providing classroom theory and practical instruction to Program Participants prior to and during their participation in the Program.

(iv) Communication with the School regarding each Program Participant's performance, evaluation, absences and assignments as well as other pertinent Program information.

(v) Informing Program Participants of their obligations to keep all information related to and its students strictly confidential and directing all Program Participants to abide by the School's policies (to the extent such policies have been provided to the University to share with Program Participants), HIPAA privacy regulations, and state and federal laws regarding student confidentiality. To this end, the University will certify all Program Participants in HIPAA and FERPA and provide the School with verification of this certification.

the School of his or her obligation to abide by this policy. Drug screening and background checks are clearances required by the University and results will be provided to the School. Additional clearances may be requested by the School and will be completed prior to the placement of any Program Participant at the site.

(h) University shall ensure that University, University's employees, subcontractors enlisted by University, including employees of said subcontractors, and any other individuals providing any services under this Agreement, who may in any manner come in direct contact with students, shall have appropriate employment clearances completed prior to the performance of any work under this Agreement. The school is not responsible for bearing any and all costs associated with acquiring the required employment clearances. University shall make copies of the clearances available to the School prior to the commencement of any services provided by University and/or said individual's presence on the School's premises. Such clearances must be less than one year old. University agrees that the failure by University to perform or enforce any of the duties described in this paragraph shall constitute a material breach of this Agreement entitling the School to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement. (Clearances are required unless approved by the School to waive this requirement,)

## **2. Responsibilities of the School**

(a) The School shall provide Program Participants with access to its facilities and students as part of the Program.

(b) The School shall afford Program Participants, who shall be subject to the supervision of University staff and faculty, opportunities to observe and assist in various aspects of student care; provided. However that at all times, the School shall retain ultimate control over its facilities and responsibility for student care.

(c) The School shall coordinate University's rotation and assignment schedule with its own schedule

(d) Upon the request of University, the School shall assist University in the evaluation of each Program Participant's performance in the Program; provided, however, that University shall remain solely responsible for the grading of Program Participants.

University.

(i) The school shall (1) perform its obligations under this Agreement in compliance with all applicable laws regulations, guidelines and accreditation standards and (2) ensure that its personnel have the appropriate licenses, certifications and/or registrations from the appropriate State and Federal government agencies, and all such licenses, certificates and/or registrations have not been suspended, revoked or restricted in any manner.

3. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, defend, and hold the other party, its affiliates and their respective trustees, governors, directors, officers, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and character (including, without limitation, reasonable attorney fees, court costs, and expert witness fees) suffered or incurred by the Indemnified Parties, or asserted or imposed against the Indemnified Parties to the extent resulting from, connected with, or arising out of any negligent or wrongful act or omission by the Indemnifying Party.

4. **Withdrawal of Program Participants.**

(a) The School may immediately remove from its facilities any Program Participant who poses an immediate threat or danger to school personnel, the quality of services, or for unprofessional behavior. The school will notify the University promptly of the nature of the offense.

(b) The School may request that University withdraw or dismiss a Program Participant from the Program when his or her performance is unsatisfactory or his or her behavior in its discretion is disruptive or detrimental to the School and/or its students. In such event, such Program Participant's participation in the Program shall immediately cease. Nevertheless, it is understood that only University can dismiss such Program Participant from the Program.

5. **Relationship between the Parties.**

(a) The parties The parties hereby acknowledge that they are independent contractors and neither University, nor any of its agents, representatives, Program Participants or employees shall be considered agents, representatives or employees of Practitioner. In no event shall this

(4) months.

9. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communication between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

10. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. **Captions.** The captions and headings contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

12. **No Waiver.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed to act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

13. **Governing Law and Jurisdiction.** This Agreement shall be governed and construed in accordance with the School's state based on the School's physical location, without regard to its principles of choice of law or conflicts of law. Each of the parties (a) agrees that any claim arising under or relating to this Agreement shall be brought only in the courts of the School's state, or the federal court of the United States, (b) expressly consents to personal jurisdiction in the School's state, with respect to such claim, (c) irrevocably and unconditionally consents to the exclusive jurisdiction and venue of such courts for the purposes of enforcing the terms of this Agreement or interpreting any provision, remedying any breach, or otherwise adjudicating any claim of or under this Agreement, (d) irrevocably and unconditionally waives any objection to the jurisdiction and venue required in this Section, and (e) agrees not to plead or claim in any such court that any such claim has been brought in an inconvenient forum. The provisions of this Section 13 shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

DELAWARE VALLEY UNIVERSITY

Signature: \_\_\_\_\_

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

Name: Craig Norcross

Title: Director of Procurement

EDUCATIONAL ENTITY

Signature: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_