

# UNIVERSITY of HOUSTON

## Affiliation Agreement

This Agreement is entered into by and between the College of Liberal Arts & Social Sciences Program in Communication Sciences & Disorders of the University of Houston ("University") which is a state-supported institution of higher education established pursuant to sections 111.01 et seq. of the Texas Education Code, and is located at Melcher Life Sciences, 3871 Holman Street, Room M242, Houston, Texas 77204-6018 and \_\_\_\_\_ ("Facility") located at \_\_\_\_\_.

University and Facility shall be known collectively as "the Parties" and singularly as "a Party" for "the Party." This Agreement incorporates by reference the attached exhibit(s) and expressly includes any additional terms and conditions stated in such exhibit(s), as if set out herein. To the extent the terms, provisions, covenants, or conditions in this Agreement are inconsistent with those in the attachment(s), the terms, provisions, covenants, or conditions in the attachment(s) shall control and be binding on Parties as of the Effective Date of this Agreement or as of the Effective Date of the attachment(s), whichever date is earlier in time.

**Whereas**, Parties seek to provide clinical and educational experiences for speech pathology students ("Students") enrolled in the Communication Sciences & Disorders Program (the "Program") at University; and

**Whereas**, it is agreed upon by Parties hereto to be of mutual interest and advantage that Students be given the opportunity to utilize Facility for educational purposes.

**Now, therefore**, Parties agree as follows:

### ARTICLE 1 – RESPONSIBILITIES OF UNIVERSITY

University shall fulfill the following terms, obligations, and covenants:

1. Inform Facility of the name, address, and phone number of a Program Director who will be available to assist Facility personnel and Students of the Program and who will be responsible for maintaining ongoing contact with Facility's designated representative;
2. Develop, organize, and assist Facility in implementing and operating a Program that is suitable to each Student, including those who may be disabled;
3. Acquaint Facility's designated representative with methods, objectives, goals, and specifics of the Program;
4. Assign to Facility only Students who have fulfilled all prerequisites for clinical experience and provide Facility with information requested by Facility about the Student;
5. Assign only the number of Students mutually agreed upon by Facility and University;
6. Notify Facility as soon as possible of the names and arrival dates of Students;
7. Ensure that Students who participate in the Program maintain or are afforded insurance coverage in minimum amounts that are acceptable to Facility;
8. Require Students to provide transportation, appropriate supplies, and uniforms, as applicable;
9. Inform Students about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of Facility;
10. Inform Students and Faculty members who are supervising Students about their obligation to maintain confidentiality of all Facility matters, proceedings, and information, including, but not limited to client records and information. This confidentiality provision shall survive termination of this Agreement;

11. Upon notice to University, inform Facility of any adverse circumstances to which Facility may be exposed because of the activities or health status, including mental health status, of a Student;
12. Upon notice to University, notify Facility of any complaint, claim, investigation, or lawsuit involving a Student that is related to clinical experiences provided under this Agreement;
13. Notify Students about their obligation to comply with Facility policies and procedures, state law, and OSHA bloodborne and tuberculosis pathogen regulations in the training, vaccination, testing, prevention, and post-exposure treatment of Students, where applicable, in the performance of duties required by the Program; and
14. Accept full responsibility for the training, evaluation, qualifications, and competency level of each Student.

## **ARTICLE 2 – RESPONSIBILITIES OF FACILITY**

Facility shall fulfill the following terms, obligations, and covenants:

1. Provide necessary instruction for prescribed clinical experiences for Students, as agreed upon by both Parties;
2. Where appropriate, provide qualified supervisory personnel to work in conjunction with Program faculty;
3. Provide University's designee with a performance appraisal for each Student in the form prescribed by University;
4. Report any unsatisfactory conduct or performance of a Student in a form prescribed by University;
5. Permit designated faculty members the right to counsel with and observe Students at Facility; and
6. Provide to Students information regarding and training in all Facility policies and procedures, rules, standards, and practices applicable in the Students' and University's performance of their duties required under this Agreement, including but not limited to Facility's privacy policies and procedures relating to medical record and health information privacy laws, confidential information, and/or other ethical guidelines.

## **ARTICLE 3 – RESPONSIBILITIES OF PARTIES**

Parties mutually agree to fulfill the following terms, obligations, and covenants:

1. Under this Agreement, University, Students, and any University personnel, including faculty, shall not be considered employees, agents, borrowed servants, partners, or joint venturers of Facility except in accordance with 45 CFR § 164.103(2);
2. Facility is not responsible for wages, social security taxes, medical insurance, or workers' compensation insurance for Students. In the event a Student should, independent of the Agreement, be employed by Facility, this section and Article 3 section 1 shall not apply to the employed student during the hours in which such Student is performing services as an employee of Facility;
3. Nothing in this Agreement is to be construed as transferring responsibility from one Party to another;
4. Without limitation of any provision set forth in this Agreement, Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations;
5. Facility shall have the right to refuse to allow Students who are not judged to have requisite skills, attitudes, or previous training for proper provision of assigned tasks to participate in activities at Facility;

- 6. To the extent permitted by the constitution and laws of the State of Texas and without waiver of sovereign immunity or any other defense to which University is or may be entitle to assert, University shall indemnify and hold Facility harmless from and against any claims, costs, including reasonable attorneys’ fees, liabilities, or causes of action arising out of or from any negligent acts or omissions by Students or University personnel who are engaged in activities at Facility that are directly related to the Communication Sciences & Disorders Department. In the event that University and Facility are legally adjudged to have been jointly negligent in causing injury or damage, each shall be obligated to satisfy its proportionate share of such judgment based upon the percentage of liability attributed to it in such judgment, but, if, in addition, University is adjudged to be liable for acts or omissions of Facility and/or any employee, personnel, or agent provided by Facility, then University shall be indemnified by Facility to the extent of a such vicarious liability. Neither Party hereto shall be obligated to indemnify the other for such other Party’s own negligence. This indemnification provision shall survive termination of this Agreement.

**ARTICLE 4 – TERM AND TERMINATION**

- 1. This agreement shall remain in effect until the end of University’s academic year, including summer, and shall automatically renew for additional terms consisting of University’s academic year, including summer, unless sooner terminated in accordance with applicable provisions of this Agreement.
- 2. Any breach of the covenants stated in Article 1 of this Agreement by University shall be considered a material breach of this Agreement. In the event of a material breach, Facility shall have the right to terminate this Agreement immediately.
- 3. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement after thirty (30) calendar days’ written notice is given to the other Party. If either Party exercises this option, Parties agree to make reasonable efforts so that Students already in training at Facility will be allowed to complete their stipulated courses of study.
- 4. Facility shall further have the right to demand immediate removal of any Student from its premises, upon a determination by the administrator in charge that the Student poses a threat to the safety of Facility’s patients, clients, or personnel or to the orderly business functioning of Facility. In such a situation, Facility shall notify University as soon as practicable.

**ARTICLE 5 – GENERAL PROVISIONS**

- 1. Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws), provision and venue for purposes of claims, or litigation shall be Houston, Harris County, Texas.
- 2. The terms and conditions of this Agreement may be modified upon mutual written consent of Parties at any time.
- 3. This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date.
- 4. Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested as follows:

University:

Facility:

\_\_\_\_\_  
 Sr VC/VP, Academic Affairs/Provost  
 4302 University Drive, Room, 203  
 Houston, TX 77204

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

with a copy to:

with a copy to:

\_\_\_\_\_

\_\_\_\_\_

Dept of Communication Sciences & Disorders \_\_\_\_\_  
Melcher Life Sciences, 3871 Holman Street, M242 \_\_\_\_\_  
Houston, TX 77204-6018 \_\_\_\_\_

- 5. Neither Party may assign any rights or obligations under this Agreement without prior written consent of the other Party.
- 6. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of this Agreement.
- 7. If any part of this Agreement is determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or University or Facility policies that part of the Agreement shall be reformed, if reasonably possible to comply with applicable law, statute, or regulations and in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
- 8. A waiver by either Party of the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
- 9. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes or other work interruptions by either Party’s employees, or any similar cause beyond reasonable control of either Party.
- 10. This Agreement is entered into by and between Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- 11. Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
- 12. This is the entire Agreement between Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

**In witness thereof**, Parties have executed this Agreement in multiple counterparts. The effective date of this Agreement will be the date of the last signature below.

**UNIVERSITY OF HOUSTON**

**FACILITY**

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Sr VC/VP, Academic Affairs/Provost

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Dean, College of Liberal Arts & Social Sciences

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Chair, Dept of Communication Sciences & Disorders

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Note: Modification of this Form requires approval of OGC**