

**AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF LOUISIANA AT LAFAYETTE
AND
[AGENCY NAME]**

This Affiliation Agreement, effective [DATE], is between University of Louisiana at Lafayette, Department of Communicative Disorders (“University”) and [Agency Name] (the “Agency”). University and Agency may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, it is agreed by Parties to be of mutual interest and advantage that the students enrolled in the Department of Communicative Disorders be given the opportunity for and benefit of practical learning experiences by Agency (“CODI Clinical Practicum”); and

WHEREAS, University and Agency have the following common objectives:

1. To provide clinical and management experience in terms of patient and related instruction for students of University in the CODI Clinical Practicum;
2. To improve University’s overall educational program by providing opportunities for learning experiences that will progress the student in the CODI Clinical Practicum to advanced levels of performance;
3. To improve patient care; and
4. To keep abreast of new clinical, management, and therapeutic techniques.

NOW, THEREFORE, in consideration of the premises and obligations hereby undertaken by the Parties, Agency and University hereby agree as follows:

**SECTION I
RESPONSIBILITY OF AGENCY:**

Agency agrees to:

1. Provide a planned, supervised program of clinical experience which is mutually acceptable to both University and the Agency.
2. Maintain complete records and reports on each student’s performance and provide an evaluation of each student’s performance to the University at the end of each semester.
3. Request University to engage in a joint evaluation of any student whose performance is questionable, whose personal characteristics seem to prevent desirable relationships within the Agency, or whose health status becomes a detriment to the student’s successful completion of the CODI Clinical Practicum.

4. Provide an orientation to students assigned to Agency, including instruction on the relevant policies and procedures of Agency;
5. On reasonable request, to permit the inspection of the Agency's facilities, services available for clinical experience, student records, and such other items pertaining to the Agency program by University and/or agencies charged with the responsibilities for accreditation of the curriculum.
6. Designate the name and professional credentials of the person(s) to be responsible for the supervision of the CODI Clinical Practicum. This clinical supervisor who shall be a person mutually agreeable to University and Agency, and who shall meet all of the qualifications and requirements to be a clinical supervisor of the Department of Communicative Disorders;
7. Indemnify, defend, and hold University harmless for and against any and all losses, damages, expenses, or other liabilities, including but not limited to attorneys' fees, court costs, and related costs of defense, arising from or in any way connected with claims for personal injury, death, or property damage, that may be asserted against University by any party(ies), which arise or allegedly arise out of the action or inaction by their own employee, student(s), agent, or representative while in the conduct of the training program or clinical experience.
8. Immediately notify University in writing of any change or proposed changes in the program.

SECTION II
RESPONSIBILITY OF UNIVERSITY:

University agrees to:

1. Send the name of each student as soon as possible before the beginning date of the CODI Clinical Practicum.
2. Supply, with the student's permission, any additional information required by the Agency prior to the arrival of the student.
3. Assign to the Agency only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
4. Make available faculty members to discuss with the designee of the Agency the assignment to be assumed by the student in the CODI Clinical Practicum.
5. Comply with all established policies and practices of the Agency as such policies and practices are made known to University. University further agrees that students will be subject to all rules and regulations pertaining to regular employees of the Agency.
6. Notify all participating students that their appearance and performance on duty will be commensurate at all times with the positions that they are preparing to assume.
7. Indemnify, defend, and hold the Agency innocent for and against any and all losses, damages,

expenses, or other liabilities, including but not limited to attorneys' fees, court costs, and related costs of defense, arising from or in any way connected with claims for personal injury, death, or property damage that may be asserted against the Agency by any party(ies), which arise or allegedly arise out of the action, inaction, by their own employee, student(s), agent, or representative while in the conduct of the training program or clinical experience.

8. Ensure that students have Professional Liability Insurance which will cover all liability incurred by each student that arises out of and during the course of each student's activities under the terms of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate.
9. Ensure that students obtain personal health insurance.

SECTION III **RESPONSIBILITIES OF AGENCY AND UNIVERSITY:**

It is mutually agreed that:

1. Representatives of Agency and University will communicate at least once a year to plan, evaluate, and revise the CODI Clinical Practicum and this Agreement as mutually deemed necessary;
2. The Agency will assess no fees to the University or students for the use of the Agency's resources in connection with this training program.
3. Neither the University nor the Agency shall discriminate on the basis of race, color, national origin, age, religion, sex, sexual orientation, or disability in admission to, access to, treatment in, or employment as required by Title VI and Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, Age Discrimination Act of 1975, the Equal Pay Act of 1963, Title IX of the Education Amendments of 1972, Executive Order 11246, Section 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the 1990 Americans with Disabilities Act.

SECTION IV **MISCELLANEOUS:**

1. Term. This Agreement shall be for a term of five (5) years and shall commence upon the date first above written. This Agreement may be extended for additional terms by mutual agreement of the Parties in writing.
2. Termination. This Agreement may be terminated by either party giving sixty (60) days' notice in writing to the other Party at the notice addresses hereinafter set forth. Such termination shall not affect students already enrolled in the program until such time as those students have completed their respective courses.
3. Amendment. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

4. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all prior agreements or understandings, oral or written, if any, between the Parties.
5. Notices. All notices, requests, demands, or other communications hereunder shall be in writing or by contacting the following:

If to Agency: **[Insert name, title, address]**

If to University: Julie G. Andries
Clinic Director, Department of Communicative Disorders
University of Louisiana at Lafayette
P.O. Box 43170
Lafayette, LA 70504-3170
(337) 482-6490
julieandries@louisiana.edu

or to such other person and address as either Party may designate in writing.

6. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.
7. Authorization. The execution and performance of this Agreement by University and Agency have been duly authorized by necessary laws, resolutions, or corporate action, and this Agreement shall constitute the valid and enforceable obligations of Agency and University in accordance with its terms.

[Remainder of page intentionally left blank. Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

University of Louisiana at Lafayette

[Agency Name]

BY: _____
Dr. Jaimie Hebert,
Provost and Vice President of
Academic Affairs

BY: _____
Name:
Title:

DATE: _____

DATE: _____

BY: _____
Dr. Nancye Roussel, Head
Department of Communicative
Disorders

DATE: _____