

EMERSON COLLEGE
CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the “Agreement”), effective as of 5/12/2020 (the “Effective Date”), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, “Emerson”) and Mountain View Whisman School District, a California School District, and its agents, employees, affiliates, invitees, or representatives (collectively, the “Affiliate”). Emerson and Affiliate referred herein individually as a “Party”; collectively, as the “Parties”.

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the “Program”) to students of Emerson (each a “Student” and collectively, the “Students”); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose**. Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:
 - 1.1 Role and responsibilities of the Student within the practice setting.
 - 1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.
 - 1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.
 - 1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.
 - 1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.
 - 1.6 Clinical problem-solving across age span, disorder, and setting.

- 1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.
- 1.8 Cultural competency when working with patients/clients/families in all practice settings.
- 1.9 Adherence to ASHA's Code of Ethics and appropriate ethical behavior.

2. Responsibilities of Emerson.

- 2.1 **Program.** Emerson shall be responsible for all academic and accreditation aspects of the Program. Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson's sole discretion.
- 2.2 **Policies, Rules & Regulations of Affiliate.** Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.
- 2.3 **Insurance.** Emerson shall ensure that it maintains professional liability insurance in the amount of two million dollars (\$2M USD) per occurrence and four million dollars (\$4M USD) in the aggregate.
- 2.4 **Vaccinations.** If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.
- 2.5 **Background Checks.** If reasonably requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate. To the extent Affiliate requires background check documentation in addition to that contained in Appendix A, including Live Scan or Certificate of Clearance, it shall be the sole responsibility of the Student to obtain such documentation and provide to Affiliate.
- 2.6 **Health Insurance.** If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

3. Responsibilities of Affiliate.

- 3.1 **Program Opportunities and Activities.** Affiliate shall appoint an individual to supervise each Student (the "Student Supervisor"). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program's curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student's

participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student's submission to applicable licensing bodies or agencies.

- 3.2 **Emergency Care.** Affiliate shall provide emergency medical care to Students at Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.
- 3.3 **Withdrawal.** Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.
- 3.4 **Insurance.** Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages and professional liability insurance in amounts, in each case, of not less than one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson.
- 3.5 **Indemnification.** Each Party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the "Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with the Indemnifying Party's breach of this Agreement and/or negligence or willful misconduct related in any way to this Agreement or the Program; provided that the Indemnifying Party's maximum aggregate liability under this provision shall not exceed the applicable limits on insurance set forth in this Agreement.

4. Term and Termination.

- 4.1 The term of this Agreement ("Term") shall be one (1) year commencing on the Effective Date, and shall automatically renew for successive one (1) year terms unless earlier terminated as set forth herein.
- 4.2 This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program; *provided, however*, Affiliate may remove a Student from the classroom

at any time if it determines that the Student has failed to comply with Affiliate's policies or procedures.

- 43 In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.

44 Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate's Student Supervisor.

5. **Education Records.** If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.
6. **Confidentiality.** The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA "education records," strictly confidential. This section shall survive any cancellation or termination of this Agreement.
7. **Status of the Parties.** Each Party hereto shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman's compensation insurance benefits.
8. **No Discrimination.** In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.
9. **Compliance with Policies.** Affiliate understands that the Students in the Program are subject to and protected by Emerson policies. Affiliate agrees to review, abide by, and cooperate with actions taken pursuant to Emerson's Sexual Misconduct Policy available at <https://www.emerson.edu/social-justice-center/title-ix/sexual-misconduct-policy>.
10. **Use of Name: Media Contact.** Affiliate may not use the name of "Emerson" or any Emerson logo or mark without Emerson's prior written approval. Affiliate may not disclose the terms of this Agreement without Emerson's prior written approval. Affiliate shall not communicate with members of the media or otherwise make any public announcement regarding the Program, or the terms or existence of this Agreement, without Emerson's prior written consent.

11. **Notices.** Any notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate: Mountain View Whisman School District
1400 Montecito Ave
Mountain View, CA 94043

If to Emerson: Emerson College
120 Boylston Street
Boston, MA 02116
Attn: Laura Glufling-Tham

With a copy to: Emerson College
120 Boylston Street
Boston, MA 02116
Attn: Office of the General Counsel

12. **Assignment.** The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.
13. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the Commonwealth of Massachusetts and will not contest venue or jurisdiction in those courts.
14. **Entire Agreement; Amendment; Waiver.** This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

<signature page to follow>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

EMERSON COLLEGE

Mountain View Whisman School District

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

**TELEHEALTH PROGRAM ADDENDUM
TO
AFFILIATION AGREEMENT
BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND EMERSON COLLEGE**

This Telehealth Program Addendum (“Addendum”) is effective as of May 28, 2020 by and between Mountain View Whisman School District (the “Affiliate”) and Emerson College, (“Emerson”). Terms not defined in this Addendum shall have the meanings assigned in the Affiliation Agreement between the parties dated May 12, 2020 (the “Agreement”).

WHEREAS, the Affiliate and Emerson entered into the Agreement, under which the Affiliate provides a program of clinical training for certain students enrolled in Emerson’s speech, language, hearing pathology program, and

WHEREAS, the Parties desire to include additional provisions setting forth the Parties’ understanding of the structure of the Program and an alternative Telehealth Program structure without a break in service or in the obligations and duties of either Party unless otherwise agreed under this Addendum.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree to modify the Agreement by adding the following terms and conditions:

Program Structure; Telehealth Program Contingency.

1. Emerson and Affiliate agree that in the normal course of business, the Program will be conducted on-site by the Student at the Affiliate location consistent with all ASHA guidelines.
2. In the event of (a) a declared emergency by the federal government or the state government in which either Emerson or Affiliate are located, (b) a continued emergency circumstance in the discretion of either Party, or (c) for the health and safety of the Student as determined by either Party (each, an “Emergency Circumstance”), Emerson or Affiliate may determine to restrict or prohibit on-site placement of the Student at Affiliate.
3. If either Party decides to restrict or prohibit on-site placement of the Student in response to an Emergency Circumstance, Emerson may request that Affiliate permit the Student to engage in the Program remotely using telecommunication technologies (“Telehealth Program”).
4. If Affiliate agrees to permit a Telehealth Program, the Telehealth Program will be subject to the following terms and conditions:
 - 4.1. The Telehealth Program will continue for the duration of the time that Emerson is prohibiting on-site placements or until Affiliate allows on-site placements, whichever is later;

- 4.2. The Affiliate has or will establish telecommunication capabilities to facilitate telehealth services to its clients for which Students may engage in as part of the Telehealth Program;
 - 4.3. Any such Telehealth Program shall comply with state licensing and telehealth practice laws as well as ASHA rules, guidelines or recommendations for internship or clinical programs, as either may be modified from time to time in consideration of any Emergency Circumstance;
 - 4.4. Emerson shall instruct the Student to adhere to all Telehealth Program rules and procedures of the Affiliate made known to the Student, which are necessary for Affiliate to conduct telehealth services in accordance with any applicable laws or regulations; and
 - 4.5. Student will continue to be covered by Emerson’s professional liability insurance as set forth in this Agreement for the duration of such Telehealth Program.
5. If Affiliate permits a Telehealth Program in accordance with Section 4 of this Addendum, the Parties will work cooperatively in close consultation to help facilitate the Telehealth Program for the Student. Accordingly, all references to “Program” in the Agreement will mean the “Telehealth Program” as herein defined and the terms of the Agreement will continue to apply in full force and effect to any such Telehealth Program as it would to the Program, provided such terms are not inconsistent with Section 4 of the Addendum.
 6. If Affiliate does not permit a Telehealth Program in accordance with Section 4 of this Addendum, either Party may terminate the Agreement immediately upon written notice to the other Party.
 7. Except as expressly amended by this Addendum, the Agreement is hereby ratified and confirmed in all respects and shall continue in full force and effect. References to the Agreement shall mean the Agreement as modified by the terms and conditions herein.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

**MOUNTAIN VIEW
WHISMAN SCHOOL DISTRICT**

EMERSON COLLEGE

By:
Title:

By: Ruth Grossman
Title: CSD Department Chair

Date

Date

APPENDIX A

This Appendix A ("Appendix A") is to the Statement of Work No. 1 ("SOW No. 1") between Emerson and Supplier, dated as of the SOW No. 1 Effective Date. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms as in SOW No. 1.

SEARCH DESCRIPTIONS:

SERVICES	DESCRIPTION
National Record Indicator with Sex Offender Index	The National Record Indicator is a database compiled of criminal records for 44 states and the District of Columbia. The National Record Indicator also includes state sex offender registries from all 50 U.S. states. Any records that show on the National Record Indicator shall be confirmed on the county level. Supplier acknowledges and agrees that there shall be no additional charge for the county confirmation.
Nationwide Federal Criminal Search	Nationwide Federal Record Search shall disclose offenses from all of the federal district courthouses nationwide, including, but not limited to, embezzlement, child pornography, kidnapping, and fraud. The Nationwide Federal Record Search also includes any crime, even minor, that is committed crime on federal property such as a military base camp.
Nationwide Healthcare Fraud & Abuse	The Nationwide Healthcare Fraud and Abuse Search conducts a search of the sanction information as taken by the Office of Inspector General ("OIG"), the General Services Administration ("GSA") and other federal agencies including: Office of Research Integrity ("ORI"), Office of Regulatory Affairs ("ORA"), Office of Foreign Asset Control ("OFAC") and FDA Debarment Check. The information meets the governments for sanction screening as set forth in the OIG's Compliance Program Guidance. Additionally, the Nationwide Healthcare Fraud and Abuse Search reveals disciplinary actions taken by federal agencies as well as those taken by licensing and certification agencies in all 50 states.
County Criminal Search	County Criminal Records are the most accurate and up-to-date records on file. A County Criminal Record Search reveals whether a Student has criminal records within a particular county. County Criminal Records include both misdemeanor and felony convictions, as well as pending charges (subject to applicable federal, state, or local laws and regulations). A residency history report provides information needed to search all counties of residence within the past 7 years for criminal records. Supplier acknowledges and agrees that there shall be no additional Fees associated with the County Criminal Records.

EXECUTION VERSION

Social Security Alert	<p>A Social Security Alert reveals the names and dates of birth associated to that given Social Security Number. The information is obtained from a database of compiled information and as such may contain erroneous information.</p> <p>The database searched compiles information from various sources, including voting, mailing lists, credit history information, magazine subscriptions, and property records, to arrive at a list of information that has been associated with a specific Social Security Number.</p>
Residency History	<p>A residency history provides a detailed account of a Student's prior addresses and establishes a road map of where to search for a Student's criminal history.</p>