

EDUCATION AFFILIATION AGREEMENT

BETWEEN

STATE OF TEXAS

AGENCY NAME HERE

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COUNTY OF _____

COLLEGE NAME HERE
COLLEGE ADDRESS HERE

1.01 AMENDED AGREEMENT

THIS AGREEMENT, is entered into this ____ day of _____, 200__, by and between the Board of Trustees of the **COLLEGE NAME HERE**, for and on behalf of the **COLLEGE NAME HERE** (hereinafter referred to as "COLLEGE"), and the **AGENCY NAME HERE** (hereinafter referred to as the "FACILITY").

2.01 WITNESSETH

WHEREAS, College provides clinical/practical education for students who have enrolled in the *Programs or programs designated in Attachment "A"*; and

WHEREAS, as part of the course of study, (*hereinafter referred to as the "Program"*) the College desires that the student shall be provided with clinical/practical experience at the FACILITY; and

WHEREAS, the FACILITY is willing to provide facilities for said Programs;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree to the responsibilities as follows:

3.01 PROGRAM

3.1 In accordance with provisions of the Affiliation Agreement, Facility shall designate an employee of staff member to serve as its liaison ("Liaison") and College shall designate an administrator or faculty member to serve as its representative ("Representative") with regard to coordination and implementation of the Program and all communications related thereto.

- 3.2 Facility Liaison and College Representative will design the Program, utilizing the personnel, equipment, and facilities of Facility.
 - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of the College and with the standards of the accrediting entity for the school or area of College in which students are enrolled.
 - b. The Program will be reviewed periodically by the Facility Liaison and College Representative and, when appropriate, will be revised to meet the College curriculum requirements and the standards of the accrediting entity. In the event that the Program is revised, Facility and College shall collaborate to make any necessary modifications to documentation related to the Program.
 - c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of College personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

4.01 COLLEGE OBLIGATIONS College shall:

- 4.1 Assure that all students selected for participation in the Program have satisfactorily completed all portions of the College curriculum that are a prerequisite for participation in the Program.
- 4.2 Develop criteria for the evaluation of the performance of College students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and College personnel who are responsible for supervising those students.
- 4.3 Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- 4.4 Inform all College students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of all federal, state, and municipal laws, ordinances and regulations, including but not limited to those regarding the confidentiality of information in records maintained by Facility and those related to safety and health of patients, students, and faculty.
- 4.5 Provide information requested by Facility related to students participating in the Program, unless prohibited by federal or state law.

- 4.6 Remove a student from the Program when the Facility determines that the student has violated any law or ordinance or the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.
- 4.7 College agrees to maintain during the term of this Agreement professional liability of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate and general comprehensive liability insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

5.0 FACILITY OBLIGATIONS. Facility shall:

- 5.1 Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.
- 5.2 Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience-related activities of the Program.
- 5.3 Obtain and maintain all licenses required for Facility and assure that Facility personnel are appropriately licensed.
- 5.4 Assume sole responsibility for the quality of patient and client care.
- 5.5 Provide orientation sessions to inform College students and personnel concerning the rules, regulations, policies and procedures of Facility.
- 5.6 Permit representatives of the accrediting entity for the school or area of College in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.
- 5.7 Cooperate fully with College in matters related to academic performance and student conduct related to the Program experience.

6.01 GENERAL PROVISIONS.

- 6.1 College students and personnel will be responsible for their own transportation, meals, laundry and health care while participating in the Program.
- 6.2 Facility shall not be charged for services performed by College students or faculty members.
- 6.3 Students and faculty of College participating in the Program are not employees of Facility and shall not be entitled to Facility employee health benefits. Facility shall provide first aid to students participating in the Program, as necessary, at the students' expense.
- 6.4 Facility shall notify a College student or faculty member of any instance in which a Facility employee has been exposed to blood borne or airborne pathogens and the student or faculty member may have been exposed in the same instance. Such notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for any potential exposure. Each student and/or faculty member shall bear responsibility for notifying the College or any instance or potential exposure of which that student or faculty member has been notified by Facility.
- 6.5 Each student and/or faculty member shall be responsible for all expenses and costs of health care treatment related to any exposure, injury, illness or disease occurring as a result of or during the student's or faculty member's participation in the Program.
- 6.6 The validity, interpretation, and enforcement of this Agreement and any Program Agreement shall be governed by the Law of the State of Texas.
- 6.7 This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties with respect to the subject matter, and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect. No amendment to this Affiliation Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- 6.8 College and Facility will comply with applicable federal, state, and local laws, ordinances, and regulations, in the performance of this Affiliation Agreement.
- 6.9 The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

- 6.10 This Affiliation Agreement shall become effective upon final execution and shall continue in effect for an initial period ending one (1) year after the date and year of final execution. After such initial Term, this Agreement shall continue from year to year unless one party shall give the other party at least ninety (90) days' prior written notice of the intention to terminate. The Affiliation Agreement between the parties shall be reviewed annually by both parties.
- 6.11 All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested, to the parties as follows:

Facility

College

AGENCY NAME HERE

COLLEGE NAME HERE

Such notice shall be deemed given when received by such party's designated representative.

- 6.12 Insofar as permitted by law and the constitution of Texas, College shall indemnify, defend and hold harmless Facility from any and all liabilities, suits, claims or expenses arising out of any acts or omissions of College, its agents, faculty, employees or students pursuant to this Agreement. The facility shall indemnify, defend and hold harmless, the college, its faculty and students from any and all liabilities, expenses, attorney's fees, suits or claims for damages or injury caused by or resulting from the negligence or intentional acts and omissions of facility's personnel causes in whole or in part by facility participating in this program.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

AGENCY NAME HERE

COLLEGE NAME HERE
COLLEGE ADDRESS HERE

Signature

Associate Vice President
Workforce Education

Printed Name

Date

Title

Dean, Health Sciences

Date

Date

Executed in triplicate originals.

ATTACHMENT "A"

List of Designated Programs

Health Professions Institute-RN Refresher Course

- * When a preceptored learning experience is utilized by these Programs the assignment of the preceptor will be made by mutual agreement between the Program and the facility. The use of preceptors for these programs will meet all the requirements of their respective Boards of Nursing.