

Affiliation Agreement

This Agreement is between **ECTOR COUNTY HOSPITAL DISTRICT d/b/a MEDICAL CENTER HOSPITAL (Facility)** a political subdivision of the State of Texas and _____ (**College**) an educational institution of the State of Texas. All terms and conditions of this Agreement shall be binding on the Parties. Therefore, in further consideration of the mutual covenants and benefits of the Agreement, the Parties agree as follows:

I. Purpose

- 1.1 The Facility and the College have a mutual desire to continue their existing relationship and foster a collaborative spirit between the Parties to develop and advance training opportunities, and to exchange expertise on patient care and staff development matters.
- 1.2 The Facility and the College have the following common objectives: (1) to provide clinical experience in terms of patient and related instruction for students of the College; (2) to improve the overall education program of the College by providing opportunities for learning experiences that will progress the student to advanced levels of performance; (3) to increase contacts between academic faculties and clinical faculties for fullest utilization of available teaching facilities and expertise; (4) to establish and operate a clinical education program of the first order.
- 1.3 The Parties desire to comply with all federal and state laws. The Parties agree to comply with all applicable Joint Commission for Accreditation of Healthcare Organizations (“JCAHO”) standards and other appropriate accrediting organizations standards.

II. Term

- 2.1 **Term:** This Agreement shall be for two (2) year beginning on the 1st day of _____ 2006, and ending on the 31st day of _____ 2008, unless terminated earlier as provided by this Agreement.
- 2.2 **Termination of Prior Agreements:** The parties agree that all prior agreements shall terminate on the effective date of this Agreement. Except as stated in this Agreement, the termination of the prior agreements shall not affect any of the rights or obligations of any party accruing to the date of termination.
- 2.3 **Termination:** This Agreement may be terminated by either party, in writing, with sufficient notice and time allowed to comply with the end of the clinical period for the academic year of the College, and in agreement with the College's legal obligation to the students.
- 2.4 **Termination for Cause:** This Agreement may be terminated for cause at any time upon thirty (30) days written notice by either Party.
- 2.5 **Renewal:** The Parties may renew this Agreement annually in a written document signed by both parties.

III. Entire Agreement

- 3.1 Entire Agreement: This Agreement is the entire understanding between the parties. No agreements, representations, or promises other than those specifically set for the in this Agreement shall be binding on the Parties unless set forth in writing and signed by both Parties.
- 3.2 Amendments: This Agreement may be modified or amended by the mutual agreement of the Parties. Any modification or amendment must be in writing and signed by both Parties. If any provision of an Addendum conflicts with a provision of this Agreement, the provision of the Agreement shall control. All Addendums terminate with this Agreement.
- 3.4 Department Specific Exhibits: Recognizing the specific nature of the clinical experience required by the several categories of health occupation programs may vary, it is agreed by the Facility and College that, following the execution of this agreement and within the scope of its provisions, the several department of the College may develop Department Specific Exhibits with their clinical counterparts in the Facility to better formalize operational details of the clinical education program. All Department Specific Exhibits terminate with this Agreement
- 3.5 Authority for Department Specific Exhibits: The authority to execute these Department Specific Exhibits will remain with the department or program director of the College and Facility as long as such remains within the scope, letter or spirit of this agreement.

IV. Relationships of the Parties and General Responsibilities

- 4.1 Independent Contractors: This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Parties but is rather an agreement by and between independent organizations.
- 4.2 Autonomy: Each entity shall operate its own organization, retaining all jurisdictional powers incident to its operation, including the powers to determine general, fiscal, and administrative policies while maintaining the appropriate accreditations. In the normal course of business, each Party shall be responsible for the professional conduct, appearance and behavior of its employees.
- 4.3 Clinicals: The Clinical Education Program will be consistent with the College's semester and requirements published by the applicable accrediting body.
- 4.4 Time requirements: The period of time for each student's clinical education will be listed in the degree plan as listed in the College catalog.
- 4.5 Number of students: The number of students eligible to participate in the clinical education program will be mutually determined by agreement of the parties and may be altered by written mutual agreement of the parties, except as limited by the applicable accrediting body.
- 4.6 Non-employees: It is understood that the students and faculty assigned to the

Facility are not employees of the Facility and are not entitled to any compensation or benefits of employees such as those covered by the Worker's Compensation Act.

- 4.7 Non-discriminatory: It is understood that there shall be no discrimination against any student or faculty member because of race, creed, gender, age, national origin or qualified disability.

V. Responsibilities of the College

- 5.1 The College will provide direct and may provide indirect supervision, upon written agreement, for all clinical learning experiences.
- 5.2 The College will supply any additional information required by the Facility prior to the arrival of the students, subject to any State and Federal laws limiting disclosure of information concerning students.
- 5.3 The College will direct the screening and selection of students and will assign to the Facility only those students who have satisfactorily completed the preclinical and prerequisite didactic portion of the curriculum.
- 5.4 The College will require students and faculty members to abide by the written policies, procedures, rules, and regulations of the Facility while attending the Facility.
- 5.5 The College will designate a faculty member to coordinate with a designee of the Facility the assignment to be assumed by the student participating in the clinical education program.
- 5.6 The College will provide specific clinicals required of the student at the College.
- 5.7 The College will maintain suitable records of instruction, clinical experience, health records and student program progress evaluations, which maybe made in cooperation with the Facility supervisor, all of which becomes a part of the Student's records.
- 5.8 The students' academic records are maintained at the College and are only available to the students and faculty.
- 5.9 The College may withdraw any student whose progress, achievement or adjustment does not justify continuance within the College or Facility.
- 5.10 The College will supply to each student a copy of the College Student Handbook setting out disciplinary and due processes.
- 5.11 The College will provide instruction, within the respective programs, concerning privacy laws and confidentiality and will require students and faculty to comply with all Federal and State privacy laws and protect the confidentiality of the Facility's patients.
- 5.12 The College will verify that each student and faculty member is covered by health insurance. Facility may request a copy of the verification documents.

- 5.13 The College will comply with the Facility's Policy on Back Ground Check and Drug Screening. In addition, the College will verify that each faculty member and student has been cleared through the background check and drug screening processes. Upon request by the Facility, the College will have the faculty member and student authorize the release of the background check and drug screening results to the Facility.
- 5.14 The College will comply with the Occupational Safety and Health Administration (OSHA) Final Rule for Occupational Exposure to Airborne and Blood-borne Pathogens. In addition, the College will verify that each faculty member and student has received the Hepatitis B vaccine or provide proof of Hepatitis B immunity.

VI. Responsibilities of the Students

- 6.1 The student will follow the administrative policies, procedures, rules, and regulations of the Facility and the College, as well as the laws of the State of Texas and the Nation.
- 6.2 The student will provide the necessary and appropriate uniforms required but not provided by the College.
- 6.3 The student will provide his or her own transportation, living arrangements and meals.
- 6.4 In the event the student misses some assigned clinicals, the student will schedule make up times through the clinical instructor in order to meet the minimum required hours of time or program objectives.
- 6.5 The student will be responsible for any illness, accident or injury incurred by the student while assigned to clinical education or experience at the Facility and will therefore be required to provide their own accident and health coverage. The student must obtain and maintain Health and Accident coverage throughout their enrollment and shall be in effect at all times, including clinical make-up time during interim sessions when the College is not in session. Under no circumstances will the College or the Facility be liable for any losses or expenses as a result of an accident or illness to the student.
- 6.6 The student will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and the College.
- 6.7 The student will adhere to the standards relating to the confidentiality of the patient and will execute a business associate's agreement if required.

VII. Responsibilities of the Facility

- 7.1 The Facility will provide a jointly planned, supervised program of clinical education and experience for the assigned students of the College's programs.

- 7.2 The Facility and the Respective Department ("Facility / Department") shall designate a specific employee, by name, who meets credentialing requirements of the program, to act as a Clinical Coordinator between the Facility / Department and the College for the clinical education program. The Facility / Department shall also provide the College with the name of the Medical Director.
- 7.3 The Facility / Department will, notify the College of any change in Clinical Coordinator or Medical Director as appropriate.
- 7.4 The Facility will provide clinical conference space during clinical education periods.
- 7.5 The Facility will allow student and faculty use of parking and dining facilities at students and faculty's expense during clinical education periods, if such facilities exist.
- 7.6 The Facility will encourage cooperation between staff personnel and faculty in providing on-the-job supervision, teaching and student evaluation.
- 7.7 The Facility will make no adjustments in curriculum or clinical assignments based on the gender of the students. Facility will honor a patient's refusal to participate in the clinical education program or a patient's request for a change in caregiver assignment.
- 7.8 The Facility will refrain from dismissing students from assigned areas without consent of the College's program director or the responsible faculty member.
- 7.9 The Facility may request that the College remove any student from duty whose conduct or clinical performance may have a detrimental effect on its staff or patients.
- 7.10 The Facility may provide dressing room with lockers if facilities are available.
- 7.11 The Facility may provide uniforms that are required of its employees that are outside the context of students' uniforms. (e.g. uniforms such as surgical scrub or isolation garb.)
- 7.12 The Facility / Department will, on request of the College, provide an evaluation report on each student's performance to the College on forms provided by the College.
- 7.13 The Facility / Department will, on reasonable request, permit the inspection of the clinical facilities and services available for clinical experiences, records and such other items pertaining to the clinical education program by the College.
- 7.14 The Facility will not withhold tentative / confirmed patient diagnoses that might pose a hazard to the health of students and/or faculty (e.g., AIDS, Sexually Transmitted diseases, Hepatitis or other communicable diseases).
- 7.15 The Facility will retain the responsibility and accountability for the services rendered to the Facility's patients.

VIII. Miscellaneous

- 8.1 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Ector County, Texas.
- 8.2 Insurance: Each Party shall secure and maintain, or cause to be secured and maintained, during the term of this Agreement, policies of professional and general liability insurance in the minimum amount of \$ 100,000 / \$ 300,000 to cover any claims arising out of the performance or nonperformance of the Parties' duties under this Agreement.
- 8.3 Liability: Neither Party shall be liable nor responsible to the other Party for any delay, damage, failure, or inability to perform that was resulting from causes not within the control of that Party and/or to the extent such Party was unable to prevent the occurrence by the exercise of reasonable diligence.
- 8.4 Assignment: The Parties acknowledge that their services are unique and agree that they may not assign this Agreement nor any rights, interests, or obligations hereunder without the prior written consent of the other Party.
- 8.5 Notices: Any and all notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by certified mail, return receipt requested.
- 8.6 Access to Records: The parties agree that until the expiration of six years after the furnishing of services provided under this Agreement, the parties will make available to the Secretary of the United States Department of Health and Human Services ("the Secretary"), the United States Comptroller General, or the Texas Department of State Health Services, and their duly authorized representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a party carries out the duties of this Agreement through a subcontract, the subcontract will also contain an access clause to permit access by the Secretary, the United States Comptroller General, the Texas Department of State Health Services, and their representatives to the related organization's books and records.
- 8.8 Medical Records Confidentiality: To provide the services under this Agreement, the parties shall have access to and prepare records containing confidential patient information. Each party will not use or disclose patient information in a manner that would violate the requirements of relevant regulations promulgated under 45 CFR §164.504 and §164.506(e) known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Act"), as such may be enacted or amended. In addition, each party expressly agrees to comply with the HIPAA Act in all respects, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party provided protected health information agree to the same restrictions and conditions imposed on the parties hereto under the HIPAA Act.
- 8.9 Non-referral: It is acknowledged that any consideration received by a party under this Agreement in no way requires, and in no way is contingent upon, the admission, recommendation, referral or any other form of arrangement by a party for utilization by patients or others of any items or service offered by the other party.

- 8.10 Compliance: The parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other party to facilitate its compliance, except for records that are confidential and privileged by law. Each party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.
- 8.11 Certification: Each party certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract or any governmental program by any federal department or agency or by the State of Texas.
- 8.12 Signatures: Each person signing this Agreement hereby represents that he or she is authorized to enter into this Agreement by the Party for which he or she is signing.

SIGNED this _____ day of _____, 2006.

**ECTOR COUNTY HOSPITAL DISTRICT
d/b/a MEDICAL CENTER HOSPITAL**

By: _____
William Webster

Title: Chief Executive Officer

Address: P.O. Box 7239
Odessa, TX 79760

_____”College”_____

By: _____

Title:

Address: