



HEALTH OCCUPATIONS AFFILIATION AGREEMENT

This agreement is entered into by and between the Lone Star College System (“LSCS”), which is a Texas Community College District established pursuant to sections 130.011 et seq. of the Texas Education Code and _____ (“Facility”) located at _____, _____, Texas, 77____. LSCS and Facility shall be known collectively as “the Parties” and singularly as “a Party” for “the Party.”

WHEREAS, Parties seek to provide training in the provision of health care services, including but not limited to, clinical training, fellowships, internships, preceptorships and field experiences, collectively referred to as (“the Program”) for students enrolled in the programs of LSCS (“Students”); and

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

NOW THEREFORE, in consideration of the mutual promises herein, the parties agree as follows.

ARTICLE 1 - RESPONSIBILITIES OF LSCS

LSCS shall fulfill the following terms, obligations and covenants:

1. Assign a faculty member to provide supervision of the Program for Students as appropriate for that profession. The number of students in any specified area will vary and will be coordinated with other student groups through the designated person within the clinical facility.
2. Assign to Facility only Students that have fulfilled prerequisites for the Program;
3. Accept the overall responsibility for the education, evaluation, qualifications, and competency development of each Student;
4. Maintain responsibility for the salary and expenses of regular LSCS faculty providing oversight under this Agreement;
5. Maintain student records to meet accepted educational and professional accreditation standards;
6. Arrange for student assignments at the Facility to complete clinical education experiences required by the health care profession;
7. Inform Students of their obligation to adhere strictly to the policies, procedures, rules, standards, schedules and practices of the Facility;

8. Inform Students and faculty members who are supervising Students regarding their obligation to maintain confidentiality of all Facility matters and information required by HIPAA –Health Insurance Portability and Accountability Act and other applicable law. This confidentiality shall extend beyond the termination of this Agreement;
9. Ensure that Students assigned to the Facility and LSCS faculty providing services under this Agreement have professional liability insurance in the minimum amount of \$1,000,000 per claim and \$3,000,000 in the aggregate prior to participating in clinical education experiences. This coverage may be under a blanket policy;
10. Notify students about their obligations to comply with FACILITY policies and procedures, state law, and OSHA blood borne 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 Programs. When required by the FACILITY, notify Students of the necessity to remain current for annual tuberculosis testing;
11. Provide Students who may be involved in patient care with comprehensive infection control training, including blood borne pathogens, prior to rotation at the Facility;
12. If applicable for the Program, students will complete CPR training prior to any clinical assignments at Facility.
13. Inform students that the Facility may require criminal background checks for all Students, which may include a report stating the Student has not been convicted of a felony, Medicaid fraud/abuse, or excluded/suspended from participation in the Medicare program, and which may be at the Facility's or Student's expense dependent upon Facility's policies.

ARTICLE 2 - RESPONSIBILITIES OF FACILITY

Facility shall fulfill the following terms, obligations and covenants:

1. Permit Students enrolled in the Program at LSCS to use its facilities, equipment, library, and supplies, within the guidelines and restrictions established by the Facility in order that such students may obtain practical clinical education experiences in patient care as a part of their educational studies at LSCS. The Facility retains 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;
2. Provide and maintain (or cause to be provided and maintained, if appropriate) such facilities, equipment and supplies, as it deems necessary for the students' performance of the Program;
3. Provide Students with information regarding policies and procedures of Facility and with orientation experiences to ensure that Students will be able to meet the requirements of Facility;
4. Provide supervised learning experiences for Students in accordance with agreed upon learning objectives, skill development areas, learning experiences, and intended learning outcomes;
5. Provide periodic performance information to the Student and to LSCS as prescribed, and immediately report any unsatisfactory conduct or performance of a Student;

6. Provide an atmosphere for learning that is supportive and free of discrimination based on race, ethnicity, religion, gender, disability, or sexual preference;
7. If required by the specific Program, designate at no cost to LSCS, a specific member of its staff to supervise Students as a Clinical Instructor. The person so designated shall be the immediate supervisor of the Students for clinical practice and shall be a person who is customarily responsible for clinical practice at the FACILITY and who serves as a role model for Student in clinical care and professional activities.
8. Appoint a representative from the Facility to act as a liaison with the LSCS representative.

ARTICLE 3 – RESPONSIBILITIES OF PARTIES

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

1. The parties' representatives will mutually determine the specific clinical education experience that LSCS students will perform;
2. Under this Agreement, LSCS, Students, and any LSCS personnel, including faculty, shall not be considered employees, agents, borrowed servants, partners, or joint ventures of the Facility, unless agreed upon by both Parties;
3. The Facility is not required to provide health services to LSCS students or faculty members who supervise their clinical education experiences under this agreement except in emergency situations. The student or faculty member requiring emergency care is responsible for paying the costs associated with providing such care;
4. The LSCS students made subject of this agreement will perform their clinical education experience activities as part of their education in their specific Program at LSCS. Facility is not responsible for wages, social security taxes, medical insurance or workers compensation for Students or faculty providing services under this Agreement. In the event a student should, independent of the Agreement, be employed by Facility, this Section and Article 3.2 shall not apply to the employed student during the hours in which such Student in performing services as an employee of Facility;
5. Facility will not charge such students or LSCS any fee or other amount for the use of its facilities, equipment, library or supplies under this agreement.
6. Nothing in this Agreement is to be construed as transferring responsibility from one Party to another;
7. Without limitation of any provision set forth in this agreement, Parties expressly agree to abide by all applicable federal and/or state equal opportunity statutes, rules and regulations;
8. All case records, case histories and regular files concerning patients at the Facility or parties consulted; interviewed or cared for by the LSCS students pursuant to this agreement shall belong to and remain the property of the Facility;

9. To the extent permitted by the constitution and laws of the State of Texas and without waiver of sovereign immunity of any other defense to which LSCS is or may be entitled to assert, LSCS 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 LSCS personnel who are engaged in activities at Facility that are directly related to the Program. In the event that LSCS 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, LSCS is adjudged to be liable for acts or omissions of facility and/or any employee, personnel, or agent provided by Facility, then LSCS shall be indemnified, to the extent allowed by Texas law, by Facility to the extent of such vicarious liability. The Facility shall not be liable on account of injury, sickness, disease, or death of any LSCS student or employee using resources of the Facility under the terms of this Agreement, provided that the foregoing non-liability shall not apply to the extent the incident arises solely out of the gross negligence or willful misconduct of Facility. 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 LSCS's academic year, including summer, and shall automatically renew for additional terms consisting of LSCS's academic year, including summer, unless sooner terminated in accordance with this Agreement.
2. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the party to whom such notice is given has breached any provision of this Agreement, and such breach shall not have been cured within twenty (20) days following the receipt of such notice.
3. Notwithstanding any other provision of this Agreement either Party shall have the right to terminate this Agreement after ninety (90) calendar days' written notice is given to the other Party.
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.
5. In the event of termination, students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

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:

LSCS:

Facility:

Lone Star College System
 Office of General Counsel
 5000 Research Forest Drive
 The Woodlands, Texas 77381

with a copy to:

Gayle LoPiccolo
 Director of Health Occupations
 Lone Star College System
 5000 Research Forest Drive
 The Woodlands, Texas 77381

- 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 LSCS 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 the 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 debts of the other.

12. This Agreement, including Attachment A, which is attached hereto, is the entire Agreement between the 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.

LSCS:

FACILITY:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

This Agreement may only be executed by an LSCS Vice Chancellor or LEO

Note: Modification of this Form requires approval of OGC

Attachment A

The following Programs of the COLLEGE shall assign Students for clinical and educational experiences at FACILITY under the terms of the Educational Agreement effective _____, 20_____.

1. Associate Degree Nursing
2. Certified Nurse Aide-Long Term Care
3. Computed Tomography
4. Electrocardiogram
5. Emergency Medical Services
6. Health Information Technology
7. Medical Assistant
8. Medical Coding
9. Medical Transcription
10. Medication Aide
11. MRI
12. Occupational Therapy Assistant
13. Pharmacy Technology
14. Phlebotomy
15. Physical Therapist Assistant
16. Radiologic Technology
17. Respiratory Care Therapist
18. Sonography
19. Surgical Technology
20. Vocational Nursing

LSCS consists of the following Colleges under this Agreement:

1. Lone Star College – Cy-Fair
2. Lone Star College – Montgomery
3. Lone Star College – Tomball
4. Lone Star College – North Harris
5. Lone Star College – Kingwood