

**AFFILIATION AGREEMENT BETWEEN**

**\_**

**And**

**ALAMO COMMUNITY COLLEGE DISTRICT**

**On behalf of**

This Affiliation Agreement (“Agreement”) is made effective on the date stated in Exhibit A (hereinafter referred to as the “Effective Date”) by and between Alamo Community College District, a public junior college district and a political subdivision of the State of Texas, on behalf of \_ College (hereinafter referred to as “Facility” or “Alamo Colleges District”) and \_ (hereinafter referred to as “College”), collectively sometimes referred to herein as “the Parties.”

**WHEREAS**, College has a curriculum herein after referred to as “Program”;

 **WHEREAS**, clinical practice is a required and integral component of the curriculum of the Program;

 **WHEREAS**, College desires the cooperation of facilities in the development and implementation of the clinical practice phase of the curriculum; and

**WHEREAS**, Facility is willing to participate in the education of Program Students.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, College and the Facility agree to the following Terms and Conditions:

**TERMS AND CONDITIONS**

1. **AFFILIATION.** College and Facility hereby agree to affiliate for purposes of operating the Program. Facility authorizes College to conduct the Program pursuant the Terms and Conditions of this Agreement within the Facility’s premises, and the Facility shall evaluate the methods used in the implementation of the Program and determine the impact that the Program is having on the operation of Facility. In the event that Facility determines, in its sole discretion, that the Program is adversely impacting the delivery of care to its clients/patients or is otherwise interfering with the appropriate operation of the Facility, College, upon receiving thirty (30) days written notice from Facility, will modify the Program or discontinue operating the Program at Facility until the matter is resolved by the Parties.
2. **COLLEGES’ OBLIGATIONS.** In operating the Program at Facility, College agrees to:
	1. Assume full responsibility of the planning and implementation of Program including, but not limited to the clinical objectives and on-going evaluation of the performance of the assigned students;
	2. Communicate directly with a designated member of the of the Facility staff regarding any matters relative to the operation of the Program at the Facility;
	3. Notify Facility, of its planned schedule of student assignments, including the names of student, level of academic status, and length and dates of clinical practice for each student;
	4. Advise the assigned student of the responsibility of complying with the existing rules and regulations of Facility;
	5. Instruct assigned students and faculty that confidentiality of personal information of the clients/patients of Facility must be maintained at all times by student and faculty of College as required by law and the policies of Facility and that the obligation to maintain confidentiality shall continue even if this Agreement is terminated;
	6. Be responsible for all administrative functions related to the assigned students;
	7. Appoint a faculty member to provide the on-site supervisory and other professional administrative and managerial services for the Program as may be reasonably requested by Facility, including reporting to the “Facility Student Coordinator” (defined in Subsection 3.5 herein); and
	8. Maintain in force a policy of professional liability insurance for students and faculty with limits of one million ($1,000,000.00) for each individual occurrence and three million ($3,000,000.00) aggregate damage. Each student will be required to sign a waiver or release of the Facility.
	9. Advise the assigned student that student is financially responsible for any loss of or damage to Facility equipment caused by student.
3. **FACILITY’S OBLIGATIONS.** In operating the Program, Facility agrees to:
	1. Provide appropriate facilities and equipment necessary, as determined in its discretion, for College to conduct the Program;
	2. Determine the number of students which it can reasonably accommodate during a given period of time and notify College of such number;
	3. Advise College of changes in its personnel, operation, or policies which may affect the Program and/or the students’ clinical practice;
	4. Provide to College and make available to assigned students, a copy of the Facility’s current, applicable rules and regulations with which the students are expected to comply;
	5. When applicable, to designate a staff member who will be responsible for the supervision of assigned students, hereinafter referred to as “Facility Student Coordinator,” who shall have sufficient education, training and experience in the individual discipline to adequately supervise the assigned students who will adhere to the terms set forth in an Addendum in the form attached hereto as **Exhibit B**, which is incorporated herein for all purposes;
	6. Evaluate the performance of the assigned students on a regular basis as requested by College and using the evaluation criteria established by College; and
	7. Retain ultimate responsibility for client/patient care.
4. **THE PARTIES’ JOINT OBLIGATIONS.** In operating the Program, the Parties agree that:
	1. In the event of the failure or refusal of an assigned student to follow the Facility’s policies and procedures, rules and regulations or an assigned student poses a threat of injury or harm to Facility’s clients/patients, employees or staff, Facility shall immediately notify College and College shall immediately remove the student from all client/patient contact and/or the premises of the Facility. The student shall be barred from the Facility until such time that the Parties agree on an appropriate course of action and the student poses no further risk; and
	2. They shall comply with all applicable provisions of all federal and state laws and regulations, including any applicable Executive Orders, applicable to the operation of College and the Facility, including, without limitation, employment-related statutes and education-related statutes such as the Family Education Rights and Privacy Act (“FERPA”). Any exchange by the parties of student record information protected by FERPA shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re- disclosure, and the parties agree to comply with all applicable statutory and regulatory provisions, including, without limitation 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35. The Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status, income level, limited English proficiency or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility. College agrees to abide by all applicable Facility policies, including, without limitation, those relating to financial ethics and accountability.
	3. They shall require upon each designation of any Facility Student Coordinator, the signature of a counterpart of the form of addendum attached as **Exhibit B**.
	4. They shall not pay any remuneration to the assigned students.
5. **TERM AND TERMINATION**.
	1. This Agreement shall commence on the Effective Date for the term specified in **Exhibit A.** Either Party may terminate this Agreement, with or without cause, by providing the other sixty (60) days prior written notice of its intent to terminate. Termination shall be effective at the end of the semester during which notice is given. The Facility shall not be required to provide its facilities for clinical practice for students who enroll in the College Program subsequent to the date of the notice of termination, and those students already assigned to receive clinical practice at the Facility shall have the opportunity to fully complete the course of study which is in progress.
6. **MISCELLANEOUS.**
	1. **Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective three business days after mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated in **Exhibit A**, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days’ notice to the other Parties in the manner set forth above.
	2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive federal laws of the United States and the internal laws and Constitution of the State of Texas.
	3. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. This Agreement may not in total or part be assigned or transferred directly or indirectly to another subsidiary/agency without sixty (60) days prior written notice, delivered to the other Party in accordance with Subsection 6.1 herein.
	4. **Entire Agreement.** This Agreement, and any exhibits or addenda attached, contain the entire agreement among the Parties relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated. Any and each Exhibit to this Agreement is incorporated herein for all purposes.
	5. **Amendments.** Amendments or modifications may be made to this Agreement only in writing and duly executed by the Parties.
	6. **Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party’s control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.
	7. **Severability.** It is intended this Agreement to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
	8. **Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
	9. **Captions.** The Section and Subsection headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section or Subsection.
	10. **Counterparts**. This Agreement may be executed in counterparts, each one of which shall be an original, and different parties may sign different counterparts, all of which shall constitute but one document.
	11. **Drafters.** Each Party to this Agreement has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either Party as drafter hereof.
	12. **Annual Review.** This Agreement shall be evaluated and reviewed annually by the Parties for the purpose of making any agreed revisions that may be deemed advisable or necessary.
	13. **No Third Party Beneficiaries.** Unless otherwise expressly specified elsewhere herein, nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties, including, but not limited to any faculty or students of the parties, or any persons other than the Parties.

**COLLEGE**:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

Date:

Print Name:

Title:

Legal Name of Facility Owner

Facility Street Address

Facility Telephone

Facility Email

**ALAMO COMMUNITY COLLEGE DISTRICT**

**(FACILITY)**:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature

Date:

Print Name:

Title: President,

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

Date:

Print Name:

Department:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

ATTACHMENTS: Exhibit A Specific Terms

Exhibit B (Facility Student Coordinator Form)

**EXHIBIT A TO AFFILIATION AGREEMENT WITH ALAMO COLLEGES DISTRICT**

1. The program(s) to which this Affiliation Agreement applies are:

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2. The Effective Date shall be \_, 20\_\_ and the term shall continue until  **\_,** 20**\_**. This Agreement shall automatically renew for successive one (1) year terms thereafter.

3. Notice addresses are:

**ALAMO COLLEGES DISTRICT:**

Campus: \_

Department: \_

Attention: \_

Title: \_

Address: \_

Room No.: \_

City/State/ZIP:

Telephone: \_

Email: \_

**With a copy to:**

Attention:

 Title: Vice President for College Services

 Campus: \_ College

 Address: \_

 Room No.: \_

 City/State/Zip: \_

 Telephone: \_

 Email: \_

**COLLEGE:**

 Attention: \_

Title: \_

Department: \_

Address: \_

Room No.: \_

City/State/Zip:

 Telephone: \_

Email \_

**OTHER:**  \_

**STUDENT / ALAMO COLLEGES DISTRICT FACULTY / FACILITY STUDENT COORDINATOR ADDENDUM**

**EXHIBIT B TO AFFILIATION AGREEMENT BETWEEN**

**\_**

**And**

**ALAMO COMMUNITY COLLEGE DISTRICT**

**ON BEHALF OF \_ COLLEGE**

Course #: \_

Student Name (Print):

Facility Student Coordinator (Print): \_

Clinical Facility: \_

Instructor (Print): \_

1. ***The Facility Student Coordinator agrees to:***
1. Provide adequate and appropriate supervision of the student while in the clinical setting, following the objectives and policies of the course.
2. Provide feedback to the student regarding clinical performance.
3. Participate in the evaluation of the student’s performance.
4. Notify the instructor immediately if concerns/questions arise as to the student’s behavior or nursing competence.
5. At all times, take reasonable prudent action to protect the rights of clients.
6. Maintain open communication with instructor.
7. Meet the following qualifications:
 - competence in designated area of practice
 - philosophy of health care congruent with that of the nursing program
 - current licensure or privilege to practice \_ in the State of Texas
2. ***The Student agrees to:***
1. Use the Facility Student Coordinator as a role model.
2. Obtain appropriate signatures on necessary forms.
3. Follow the objectives and policies of the course.
4. Accept accountability for achieving the course objectives and the clinical performance criteria as stated in the course clinical evaluation and Facility Student Coordinator evaluation tools.
5. Notify, in advance, the clinical facility and instructor if absent or tardy.
6. Keep the Facility Student Coordinator and instructor informed of learning activities.
7. Be accountable for own nursing actions while in the clinical facility.
8. Respect the confidentiality of all information with regard to the client and agency’s records.
9. Collaborate with the Facility Student Coordinator and instructor in evaluation of learning experiences.
10. Practice within the Texas Occupations Code and according to professional standards of practice.
11. Uphold agency policies and procedures.
12. Show evidence of adequate preparation for the clinical experience.
13. Maintain professional attire in accordance with program and facility policy.
14. Maintains professional attitude with clients, staff, and Facility Student Coordinator.
3. ***The Instructor agrees to:***
1. Provide the Facility Student Coordinator and student with course objectives and expectations/guidelines at the beginning of the experience. Appropriate forms will be provided during the experience.
2. Be available for consultation with student and/or Facility Student Coordinator via phone or in person during scheduled clinical hours.
3. Participate in collaboration with student and Facility Student Coordinator in evaluation of the student’s mastery of the course objectives.
4. Assign a grade for the student’s clinical evaluation at the completion of the clinical experience using input from the Facility Student Coordinator’s evaluation.
5. Assure student compliance with immunizations and other Facility requirements.
4. ***All Parties agree:***
5. That none of the parties incur any responsibility for financial exchange whether in monies or in kind.
6. To promote and maintain direct, open communication. Should problems or conflicts arise, each agrees to discuss them directly with the person involved and work toward mutual resolution.
7. To respect the confidential nature of the learning experience and the health care setting.
8. That the period of Facility Student Coordinator designation shall be in effect beginning \_ and shall end on \_.

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| Student Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DateFacility Student Coordinator signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DateInstructor signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date1. For each designated Facility Student Coordinator, the Instructor/Department will make a copy of the original Addendum (already signed by Alamo Colleges District and College).
2. The student, Facility Student Coordinator, and Instructor will sign the copy.
3. The Department at Alamo Colleges District MUST keep the fully executed Addendum original, for each designated Facility Student Coordinator, with the original signed Affiliation Agreement.
4. Copies of the fully executed Addendum may be distributed to the College, Facility Student Coordinator, Instructor and student upon request.
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