

**AFFILIATION AND PROGRAM AGREEMENT
FOR CLINICAL EXPERIENCE**

This AGREEMENT is made the _____ day of _____, by and between **HIDALGO COUNTY HEALTH DEPARTMENT** and **SOUTH TEXAS COLLEGE**.

WHEREAS, **HIDALGO COUNTY HEALTH DEPARTMENT** (hereinafter referred to as "AFFILIATE") and **SOUTH TEXAS COLLEGE** (hereinafter referred to as "STC") recognize that trained personnel in the fields of allied health are necessary to the staffing and operation of health care institutions and facilities in the lower Rio Grande Valley.

THEREFORE, it is of great benefit and service to the people of this area that the AFFILIATE through its administrators and staff, and STC through the administrators and staff of its Allied Health Education Programs, do associate together in a cooperative endeavor for the purpose of training students in the fields of allied health.

In mutual consideration of the foregoing and following, STC and AFFILIATE agree as follows:

I. TERMS

1. This agreement shall become effective immediately upon execution by the parties as of the date above written and will continue in full force and effect until terminated as hereinafter provided.
2. This agreement may be modified at any time by mutual consent of the parties. It may be terminated by either party upon written notice to the other party as provided in Section III of this agreement. Non-consensual termination shall become effective three months after the proper notice. Termination shall not become effective until the students involved in the cooperative program shall have an opportunity to complete the full experience so long as the cause for termination does not fall within the boundaries of Section V.2. and V.22., despite the fact this period required for program completion may exceed the time period established in this section.

II. GENERAL UNDERSTANDING

The parties hereto recognize that, in the performance of this agreement, the greatest benefits will be derived by promoting the interests of both parties, and each party does, therefore, enter into this agreement with the intention of loyally cooperating with each other in carrying out the terms of this agreement, and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner as will best promote the interests of both and tender the highest service to the public.

III. NOTICES

All notices to parties herein must be in writing, signed by the party giving it, and shall be served personally or by mail addressed as follows:

**HIDALGO COUNTY HEALTH DEPARTMENT
1304 S. 25TH DEPARTMENT
EDINBURG, TX 78539
CONTACT PERSON:
LYDIA SERNA
PHONE: (956) 383-6221**

or such address as may be hereinafter designated by notice. All notices become effective only when received by the addressee and upon verification.

IV. JOINT PROGRAM RESPONSIBILITIES

1. Both parties to the agreement will cooperate in providing the student a proper learning opportunity in maintaining good patient care.
2. It is mutually agreed that those students permitted to utilize the AFFILIATE under this agreement shall be mutually agreed upon by both parties, with due consideration given to the number of students and to the clinical material available.
3. Visits by STC staff to the AFFILIATE and visits by AFFILIATE staff to the College are accepted and welcomed for purposes of planning, observation of students, conferences, and accreditation visits by outside groups with prior notification.
4. The determination of the number of assigned students, the schedules, and the availability of the AFFILIATE shall be made by mutual agreement between the liaisons designated by both parties.
5. Both parties are obligated to inform one another in a timely manner of any changes in the curriculum, personnel, and learning opportunities pertinent to the clinical education of students.
6. No financial obligation exists between either party to this Agreement. If an employee-employer relationship exists between AFFILIATE and student, all matters including rights and responsibilities related to such employment are the sole concern of AFFILIATE and student.
7. Both parties will cooperate in providing the student with environments and opportunities conducive to proper learning.

8. In accordance with the Program Affiliation Agreement, the AFFILIATE representative is:

**HIDALGO COUNTY HEALTH DEPARTMENT
1304 S. 25TH DEPARTMENT
EDINBURG, TX 78539
CONTACT PERSON:
LYDIA SERNA
PHONE: (956) 383-6221**

The STC representative is:

Melba Treviño
Nursing and Allied Health Division Interim Dean
South Texas College
P.O. Box 9701
McAllen, Texas, 78502-9701
Phone: (956) 872-3116
Fax: (956) 872-3115

9. The students will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
10. Representatives from the AFFILIATE and STC shall meet at least once each year to review the progress of the program and make policy for the next year.

V. OBLIGATIONS, RIGHTS, AND RESPONSIBILITIES OF STC

1. STC will provide qualified instructors as expressed in the curriculum and who have appropriate licensure for the courses that they teach.
2. Instructors and students of the Program will comply with the existing policies of the AFFILIATE when carrying out the "AFFILIATE Centered" portion of the Program.
3. STC will require the students to be properly attired when reporting for clinical experience.
4. Students will have current immunizations for Measles, Mumps, Rubella, Diphtheria, Tetanus, and Tuberculosis Skin Test and if positive a chest X-ray.
5. STC will maintain on file for quick reference at the College the following information:
 - a. MMR (Measles, Mumps, Rubella)
 - b. Polio
 - c. Hepatitis B (strongly recommended)
 - d. Influenza (strongly recommended)
 - e. TB skin test or chest X-ray
6. STC will instruct its students and faculty to respect the confidential nature of all information which may come to their knowledge in their experience with members of the health care team, patients and AFFILIATE records.
7. STC instructors and its students recognize that they are not subject to coverage by the AFFILIATE'S Worker's Compensation Program.
8. Students must wear a photographic identification badge at all times while on the AFFILIATE premises.
9. STC faculty will cooperate with and participate in the AFFILIATE inservice programs as appropriate.
10. STC faculty will be responsible for administrative functions related to the student experience, such as records of rotation, attendance, and proficiency.
11. STC faculty will evaluate and counsel students with regards to performance.
12. The students will be subject to rules and regulations pertaining to regular employees of the AFFILIATE.
13. The faculty and students will meet the standards for patient care of the AFFILIATE.
14. STC will provide teaching facilities for students and faculty of the program.

15. Control of the program ultimately rests with STC. STC is responsible for preparing students for the clinical education phase of their education and assumes full responsibility for the planning and execution of the education program. STC will assign only those students who have satisfactorily completed the portions of the curriculum that are prerequisite to Program completion which include infectious control issues.
16. The faculty and students will assume responsibility for breaking or damaging equipment due to the negligence on the part of the faculty or students.
17. STC will supervise this practical experience to assure safe practice for the student and STC faculty and staff.
18. STC will maintain appropriate accreditation of its academic programs.
19. STC will provide relevant background information on students as requested by the AFFILIATE to the extent permitted by law.
20. STC will be responsible for the final grading of the students.
21. STC will instruct its students to comply with the existing policies of the AFFILIATE that when carrying out the "Clinical Duties" that meet the standard for patient care of the AFFILIATE.
22. STC will cause to be made available from third parties, liability and accident insurance for students enrolled in the program. At the student's expense, students will be required to carry professional liability in the amount of \$1,000,000 per student/\$3,000,000 aggregate per student, STC will maintain current proof of such insurance on file in the clinical AFFILIATE administrator's office.

VI. OBLIGATIONS, RIGHTS AND RESPONSIBILITIES OF THE AFFILIATE

1. AFFILIATE agrees to assist the program by providing, through its supervisory personnel, regular evaluation of students at intervals to be agreed upon by the AFFILIATE and STC; the evaluation forms to be provided by STC.
2. AFFILIATE will allow participating students to use any library facilities which are open to the AFFILIATE staff.
3. AFFILIATE will assume the cost of equipment that is broken or damaged in its normal use.
4. AFFILIATE will orient the STC faculty and students to facilities and policies.
5. AFFILIATE will inform its professional staff of its participation in the various training programs of STC.

6. The teaching equipment owned by AFFILIATE may be used in the teaching program necessary for demonstration of patient care skills in the clinical phase of the program.
7. AFFILIATE will supply, without remuneration to the student, opportunity for practical and/or observation experience designed to supplement theory training given by STC.
8. AFFILIATE will monitor clinical experience as necessary to assure safe practice for the student and others, including patients/residents of AFFILIATE.
9. Students may not take the responsibility or the place of "qualified" staff. However, after demonstrating proficiency, students may be permitted to perform procedures with careful supervision.
10. AFFILIATE reserves the rights, in its absolute discretion, to refuse its facilities and services to any student who does not meet the professional or other requirements of the AFFILIATE or any appropriate authority controlling and directing said AFFILIATE.
11. AFFILIATE may assign this agreement upon the sale of AFFILIATE'S facilities to be effective upon notice by AFFILIATE to STC of such assignment.

VII. GENERAL PROVISIONS

1. The AFFILIATE will not be charged for any services performed by STC students or personnel in connection with the program contemplated by this agreement. The AFFILIATE will not have any obligation to pay the salaries or expenses of any students or personnel of STC in connection with this program.
2. Under no circumstances will an STC student or personnel be considered agents or employees of the AFFILIATE, but rather will be considered to be on the AFFILIATE premises for the purpose of teaching or acquiring health care skills.
3. It is understood that in as much as possible, the students and instructors will be free of communicable diseases and will have an annual PPD and/or chest X-ray.
4. HIPAA Requirements.

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this

Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

5. School Status.

School represents and warrants to AFFILIATE that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify AFFILIATE of any change in status of the representation and warranty set forth in this section. Any breach of this Section 17 shall give AFFILIATE the right to immediately terminate this Agreement for cause.

VIII. INDEMNIFICATION

STC agrees to indemnify and hold harmless AFFILIATE from any and all claims, demands, damages liabilities, and cost incurred by AFFILIATE, to the extent permitted by law, which directly or indirectly result from or arise in connection with any act or omission of STC, its agents, or employees, in performing STC obligations hereunder. AFFILIATE agrees to indemnify and hold harmless STC from any and all claims, demands, damages liabilities, and cost incurred by STC which directly or indirectly result from or arise in connection with any act or omission of AFFILIATE, its agents or employees, in performing AFFILIATE'S obligation hereunder.

IX. LIMITATION ON CIVIL LIABILITY

A person who authorizes, sponsors, supports, finances, or supervises the functions of STC personnel is not liable for civil damages for an act or omission connected with training STC personnel, or with services for treatment given to a patient or potential patient by STC personnel if training, services, or treatment is performed in accordance with the standard of ordinary care.

X. FURTHER AGREEMENTS

This basic agreement, with addenda paragraphs, constitutes the entire agreement of the parties hereto. At such time, STC and the AFFILIATE desire to enter into additional training programs, this basic agreement may be outlined in addenda paragraphs.

XI. TITLE VII OF THE CIVIL RIGHTS ACT

In keeping with Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity included herein.

XII. ATTORNEY FEES AND COSTS

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this Agreement.

XIII. TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in the County where the AFFILIATE is located. Venue for any litigation arising from this Agreement shall be in Hidalgo County.

EXECUTED in duplicate originals by:

AFFILIATE:

HIDALGO COUNTY HEALTH DEPARTMENT

By: _____

Its: _____
Date: _____

ATTEST:

By _____

Date: _____

**STC
SOUTH TEXAS COLLEGE**

BY: _____
Dr. Shirley A. Reed
President
Date: _____

ATTEST:

By: _____

Date: _____