

TEXAS LUTHERAN UNIVERSITY AFFILIATION AGREEMENT

(Learning Resources/Contract No. _____)

This Agreement is made and entered into on November ____ 2019, and is effective as of this date, by and between City of Seguin – Fire & EMS (the “Organization”), and the Texas Lutheran University (the “Institution”).

WITNESSETH

WHEREAS, the Institution desires to secure its students with access to the Organization facilities for educational experiences; and

WHEREAS, the Institution desires to enter into a formal arrangement with the Organization for use of its facilities by qualified students of the Institution; and

WHEREAS, the Organization and Institution have agreed to cooperate in providing each student a proper learning opportunity while the Organization maintains their operations; and

NOW THEREFORE, it is hereby agreed as follows:

ARTICLE I - PURPOSE

1.01 The purpose of this Agreement is to allow Institution to place its qualified nursing students at the Organization’s facilities for educational experience.

ARTICLE II - TERM

2.01 The term of this Agreement shall be for a three (3) year period beginning January 1, 2020, and ending December 31, 2022, unless earlier terminated.

2.02 This Agreement may be terminated by either party upon thirty (30) days written notice to the other. However, students currently enrolled in the program will be allowed to fully complete the course of study which is in progress.

2.03 The Institution and the Organization, hereby agree to review, and, if necessary, amend this Agreement annually as part of the parties' systematic program review. Specific areas to be addressed shall, at a minimum include the following:

- (a) the nature and quality of the academic and clinical education afforded students;
- (b) coordination of program activities; and
- (c) supervision and evaluation of students.

2.04 This Agreement may be terminated at the option of either party, in the event of a violation of the terms and conditions of this Agreement which is not corrected by the breaching party within ten (10) calendar days after written notice thereof is given to the breaching party.

2.05 The participation of a particular student may be terminated without notice, in the event of failure of the student to meet any of the requirements of Article IV, Requirements for Participation (regardless of fault); non-compliance by the student with Organization's rules, regulations, policies, any applicable law, regulations, or local ordinances; or conduct exhibited by the student detrimental to Organization's operation.

ARTICLE III - PROGRAM SERVICES

3.01 The Organization will use its best efforts to provide an adequate experience for the students under this program. The number of students will be determined by the Organization with due consideration to the experience available.

3.02 The Institution shall be responsible for informing and counseling students regarding program participation, rotation, attendance, and proficiency, unless otherwise agreed.

3.03 Institution shall at all times remain responsible for the academic evaluation and grading of students. The Organization shall provide opportunities for such students to observe and assist in various aspects of appropriate services. The Organization shall at all times retain ultimate control and responsibility for the services and its operations. Institution shall have no responsibility for these services or operations of the Organization.

However, all students and instructors shall abide by the rules, regulations, and policies of the Organization while assigned to the facilities.

3.04 Institution shall provide the names of, and pro-forma schedules for all students to be assigned under the program in accordance with Organization's policies and procedures.

ARTICLE IV - REQUIREMENTS FOR PARTICIPATION

4.01 Institution will ensure students, and any student instructors if on site at the Organization, have current immunizations/tests before beginning and that such immunizations/tests are maintained as current, during the students' clinical practice at the facilities as required, specifically:

- a. Diphtheria-Tetanus - within last ten (10) years.
- b. Measles vaccinations - two vaccinations if born after 1957.
- c. Rubella - immunization given after first birthday, or serologic confirmation of immunity.
- d. Mumps - immunization given after first birthday, or serologic confirmation of immunity.
- e. Tuberculosis - negative skin test within last twelve (12) months, or negative chest x-ray.
- f. Hepatitis B - immunization within last ten (10) years.
- g. Influenza – immunization within the last year.

4.02 Prior to the commencement of any students' clinical practice at the facilities, the Institution will instruct such student on procedures for disinfection and sterilization of reusable health devices and the appropriate use of infection control, including hand washing, the use of protective

barriers, and the use and disposal of needles and other sharp instruments as those procedures are defined by the Centers for Disease Control of the U.S. Public Health Service.

4.03 Prior to the commencement of student training at the facilities, the Institution shall verify that all students, and student instructors who may participate in student activities at the Organization, have basic health insurance coverage.

4.04 Prior to the commencement of students training at the facilities, the Institution shall verify that students have been oriented to the Organization. .

4.05 Institution will provide qualified instructors for direct supervision for students unless other arrangements are mutually agreed to by the Organization and the Institution. It shall be the responsibility of the Institution to verify that all such instructors (if any) maintain current and valid Texas licensure within their professional practice area.

ARTICLE V - CONSIDERATION

5.01 This Agreement is entered into with the understanding that providing educational experience to the Institution's students is mutually beneficial to Institution and Organization.

ARTICLE VI - INSURANCE

6.01 Institution shall require each student, and any instructors utilizing the facilities, to maintain the following types and amounts of insurance for the term of this Agreement:

<u>TYPE</u>	<u>AMOUNT</u>
Individual Professional Liability	\$200,000 per incident or occurrence \$600,000 aggregate

6.02 With respect to the above insurance, Organization shall:

- (a) Be provided with thirty (30) days advance notice, in writing, of cancellation or material change.
- (b) Be provided with a certificate of the insurance policy or policies in effect for all such students evidencing the above requirements prior to commencement of this Agreement if requested.
- (c) Be provided certificate of professional liability coverage to cover claims (including bodily injury) based on acts or omissions that occurred during the term hereof, for any students rendering patient care services under this Agreement. Such professional liability coverage shall include "tail" coverage of the same limits as stated above for any "claims-made" policy as necessary to continue coverage until any applicable statute of limitations has expired.

6.03 Organization provides no medical or workers' compensation insurance coverage for students utilizing facilities for training under this Agreement. The responsibility for informing students of such risk lies with the Institution.

6.04 Institution shall verify that all students, and any instructors participating on-site at the Organization, have basic health insurance coverage.

ARTICLE VII - NOTICE

7.01 Any notices given hereunder by either party to the other shall be effected in writing either by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in this section, until and unless such party changes the specified address by written notice to the other.

7.02 Notice shall be given to each of the parties at the following addresses:

If to Organization: Chief Dale Skinner
City of Seguin – Fire & EMS Department
660 TX 46
Seguin, Texas 78155

If to Institution: Dr. Annette Citzler
Interim Vice President for Academic Affairs
Texas Lutheran University
1000 West Court Street
Seguin, Texas 78155

ARTICLE VIII - GENERAL PROVISIONS

8.01 **Liability For Claims.** Both parties agree to indemnify and hold harmless each other against any and all claims, demands, damages and liabilities.

8.02 **Equipment.** Students may, with the prior approval of appropriate Staff of the Organization, use equipment located on the premises of the Organization. The Institution, however, assumes full responsibility for repair or replacement of such equipment if it is lost, broken or damaged by the student, excepting normal wear and tear.

8.03 **Confidentiality.** The Institution agrees to adequately instruct all students prior to assignment at Organization facilities regarding patient and medical record confidentiality. The Institution assumes full responsibility for any breach of confidence by a student covered by this Agreement.

8.04 **Non-Discrimination.** The parties to this contract mutually agree to make no distinction among students covered by this Agreement on the basis of race, color, sex, creed, age, national origin, or handicap. For the purpose of this Agreement, distinctions on the grounds of race, color, sex, creed, age, national origin, or handicap include, but are not limited to the following:

denying a student any service or benefit or availability of a facility; providing any service or benefit to a student which is different, or is provided in a different manner, or at a different time from that provided to other students under this Agreement; subjecting a student to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit; treating a student or potential student differently from others in determining whether they satisfy any admission, quota, eligibility, membership, or any other requirement or condition which individuals must meet in order to be provided any service or benefit.

8.05 Ethics and Professional Standards. Institution shall require the participating students to agree to comply with, as applicable, the ethical and professional standards of the American Medical Association (“AMA”), the Texas State Board of Medical Examiners (“TSBME”), the Joint Commission (“JC”), the Centers for Medicare and Medicaid Services (“CMS”), the Texas Department of State Health Service, the Bioethics Committee of the Health System’s Medical/Dental Staff, and other relevant professional and governing bodies.

8.06 Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas (except to the extent of federal law preemption) and venue shall be in Guadalupe County, Texas. The Institution agrees to, and to require the students to agree to comply with all applicable laws, regulations and rulings (including without limitation, confidentiality of protected health information) in performance pursuant to this Agreement.

8.07 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.08 Assignment. This Agreement is non-assignable. Any attempt to assign or transfer this Agreement or any interest of this Agreement by any party without the prior written consent of the other party is void.

8.09 Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereof. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and other applicable laws relating to the security or confidentiality of Protected Health Information. Upon the Organization’s request, Institution agrees to promptly enter into negotiations with the Organization concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. Failure to enter into negotiations may be considered a material breach of this Agreement, invoking the right to terminate this Agreement for default.

8.10 **Attorney's Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to other relief to which it may be entitled.

8.11 **HIPAA.** This Agreement shall not be construed to establish a "business associates" relationship as that term is defined in and for purposes of HIPAA and implementing regulations issued pursuant thereto. Institution shall comply and shall require its students to agree to comply with HIPAA to the extent such law and regulations apply during the term hereof.

8.12 **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the Institution hereby designates the Organization as a school official with a legitimate educational interest in the educational records of the students who participate in the agreement to the extent that access to the records are required by the Organization to carry out the training. The Organization agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

8.13 **No Third Party Beneficiary.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this contract or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

8.14 **Representation and Construction.** By executing this Agreement, the parties acknowledge that they have had the opportunity to be represented by independent counsel, and review and consider the terms of the Agreement. In preparation of this Agreement for convenience no rule of construction or interpretation shall apply to favor either party.

8.15 **Entire Agreement.** This Agreement supersedes any and all other Agreements either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

EXECUTED ON THE DATE FIRST WRITTEN ABOVE.

Texas Lutheran University

Doug Faseler
City of Seguin – City Manager

Dr. Annette Citzler
Interim Vice President for Academic Affairs