



CLINICAL AFFILIATION AGREEMENT
BY AND BETWEEN
THE TEXAS A&M ENGINEERING EXTENSION SERVICE
AND
SEGUIN FIRE DEPARTMENT

This Clinical Affiliation Agreement ("Agreement") is entered into by and between Seguin Fire Department, ("Affiliate") located at 110 Elm Street, Seguin TX. 78155 and the Texas A&M Engineering Extension Service ("TEEX"), a member of The Texas A&M University System (TAMUS), an agency of the State of Texas, 200 Technology Way, College Station, TX 77845.

WHEREAS, TEEX is an institution of higher education with an approved program in the TEEX EMS Program ("Program") which requires clinical experiences of students enrolled therein; and

WHEREAS, Affiliate is a health facility which has the resources in equipment and staff to provide the clinical experiences required by the Program; and

WHEREAS, it is to the benefit of TEEX that the resources of Affiliate be made available to its students for the required clinical experiences; and

WHEREAS, it is to the benefit of both TEEX and Affiliate to cooperate in the educational preparation of students enrolled in the Program so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources;

NOW, THEREFORE, the parties agree as follows:

- 1. Term of Agreement: This Agreement commences on date of last signature and expires August 31, 2019, at 5:00 pm Central Time Zone; however, this Agreement may be renewed with written approval of the parties for a total term of up to five (5) years

Either party may terminate this Agreement upon giving 30 days written notice to the other party. Should notice of termination be given by either party, those students then assigned to the Affiliate by TEEX shall be permitted to complete the clinical internship assignment in progress.

- 2. Responsibilities of TEEX: TEEX agrees to:

- A. Identify, in concert with Affiliate, the names and number of students assigned to Affiliate for on-site clinical and practical training.
B. Prepare, in concert with Affiliate, from time to time, a schedule for students specifying the hours of each day, the days of each month, and the months of each year during which the students will be receiving on-site clinical and practical training at Affiliate, and the health related specialties to which the students will be exposed in connection with their on-site training. TEEX will further provide such data as Affiliate may request in order to coordinate its scheduling and programming with that of TEEX.
C. Assure that all students selected for clinical and practical training at Affiliate have satisfactorily completed all portions of TEEX curriculum that are prerequisite for the training and can show proof of the following (check applicable prerequisites for clinical study at Affiliate):

- ACLs certificate
BCLS certificate
TB testing
Hepatitis B vaccine
Drug screening
Other



- D. Designate in writing an Agency Representative to coordinate the educational experience of students undergoing clinical and practical training at Affiliate with the Affiliate Representative.
- E. Require that students provide written evidence of professional liability insurance coverage participating in the clinical and practical training. The minimum amount of coverage per individual shall be \$1,000,000 each incident with a \$3,000,000 annual aggregate. The coverage shall extend through the term of the student's participation. Affiliate acknowledges that, because TEEX is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TEEX or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of TEEX is provided by TAMUS as mandated by the provisions of Chapter 502, *Texas Labor Code*.
- F. Have, and maintain throughout the term of this Agreement, all licenses and/or permits required by state law, and/or any federal or local authority, for the training of students, and accreditation by proper accrediting authorities.
- G. Represent that no adverse action by the federal government that can result in exclusions from a federal health care program has occurred or is pending or threatened against TEEX, its affiliates, or to the best of TEEX' knowledge, against any of the students. TEEX agrees it will not perform any act that can cause TEEX to be excluded from a federal health care program during the term of this Agreement.
- H. Provide access to TEEX' contracts, books, documents, and records relating to this Agreement to the Comptroller General of the United States and the United States Department of Health and Human Services for seven (7) years after expiration or termination of this Agreement, if required by the Social Security Act and without violating the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, *et seq.*, and as may be amended, or any other student and/or student records privacy act.
3. **Responsibilities of Affiliate:** Affiliate agrees to:
- A. Provide supervised clinical experiences for students, including maintaining adequate personnel, staff and facilities, which fulfill the curriculum requirements of the Program and meet the objectives agreed upon by TEEX and Affiliate which are consistent with the standards and requirements of any accrediting authorities.
- B. Comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; have and maintain throughout the term of this Agreement all licenses/permits required for its facilities, personnel and staff; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by TEEX.
- C. Permit the authority responsible for accreditation of the Program to inspect the facilities, services, and other items provided by Affiliate for purposes of the clinical and practical training.
- D. Designate in writing a member of the Affiliate staff ("Affiliate Representative") to coordinate the educational experience of students undergoing clinical and practical training at Affiliate with the University Representative.
- E. Provide TEEX with a minimum of 90 days notice in the event it is unable to place TEEX' students.
- F. Permit the students, at their sole cost and expense, to use Affiliate amenities such as the cafeteria, rest rooms, emergency rooms, conference areas and parking facilities on the same basis as that made available to Affiliate's employees.
- G. Provide an orientation for the students, faculty and staff participating in the clinical program of the type and scope provided to Affiliate's employees with respect to the operations of Affiliate, its policies and procedures, and the location of the facilities and other equipment.
- H. Provide patient information to students to the extent necessary to provide a meaningful clinical experience.
- I. Provide emergency medical treatment in the event of injury or illness experienced by a student, faculty and/or staff participating in the clinical program while on-site at Affiliate, including administering acute antiviral therapies as recommended by the Centers for Disease Control, if appropriate. The student, faculty and/or staff is solely responsible for the cost of such health care.
- J. Cooperate fully with TEEX in matters related to academic performance and student conduct related to the clinical experience.
4. **Removal of Students:** Affiliate may, in its sole and absolute discretion, refuse the use of its facilities and services as contemplated by this Agreement to any student who does not meet the professional and other standards and requirements of Affiliate. TEEX agrees to withdraw any Student from Affiliate or its premises for any reasonable cause specified by Affiliate.

5. **Patient Care:** Affiliate will at all times remain responsible for the safety and welfare of its patients. Nothing herein contained will be construed as a limitation on the responsibility of Affiliate with respect to providing medical care for its patients.
6. **Program Management:** TEEX will at all times remain responsible for the implementation and operation of the Program in a manner consistent with its curriculum and the standards and requirements of any accrediting authorities.
7. **Cooperation and Liaison:** Affiliate and TEEX will act in good faith, and cooperate with one another in implementing the intent and purpose of this Agreement and in furtherance thereof will work out the details of the administration needed to fulfill the needs of the on-site educational program of TEEX and to benefit Affiliate in such a manner so as not to interfere with the medical care provided by Affiliate. TEEX and Affiliate will maintain adequate communication with one another, to make changes that may be advisable within the terms of this Agreement and discuss any problems as may arise concerning their affiliation as created by this Agreement.
8. **HIPAA:** The parties agree that:
 - A. Affiliate is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulations");
 - B. To the extent that TEEX students are participating in clinical and practical training at Affiliate and TEEX employees are providing supervision at Affiliate as part of such training, such students and TEEX employees shall:
 - (1) be considered part of Affiliate's workforce for HIPAA compliance purposes in accordance with 45 CFR 164.103, but shall not be construed to be employees of Affiliate;
 - (2) receive training by Affiliate on, and subject to compliance with, all of Affiliate's privacy policies adopted pursuant to the Regulations; and
 - (3) not disclose any Protected Health Information, as that term is defined by 45 CFR 160.103, to which a student has access through clinical and practical training at Affiliate or a faculty or staff member has access through the provision of supervision at Affiliate that has not first been de-identified as provided in 45 CFR 164.514(a);
 - C. TEEX will never access or request to access any Protected Health Information held or collected by or on behalf of Affiliate that has not first been de-identified as provided in 45 CFR 164.514(a); and
 - D. No services are being provided to Affiliate by TEEX pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR 160.103.
9. **Notices:** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received (provided that in the event of a facsimile or email, concurrently therewith a copy is mailed by certified mail, return receipt requested). TEEX and Affiliate may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TEEX: EMS Program
200 Technology Way
College Station, TX 77845
Attention: Mike Schuler
Fax: (979) 458-3533
E-mail: mike.schuler@teex.tamu.edu

Affiliate: Seguin Fire Department
110 Elm St.
Seguin, TX 78155
Attention: Dale Skinner (830) 401-2311
Fax: () _____
E-mail: dskinner@seguintexas.gov

10. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together constitute but one instrument.
11. **Assignment:** Neither TEEX nor Affiliate may assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the other party; provided, that either party can assign the Agreement to an entity affiliated by ownership or control.
12. **Relationship of Parties:** TEEX and Affiliate are independent parties acting in unison for the purpose of this Agreement. Nothing in this Agreement or the parties' actions should be construed as creating any partner or agency relationship between TEEX and Affiliate.
13. **Program Participants Independent:** While participating in the clinical program, the students and TEEX employees are acting independently of Affiliate and are not employees of Affiliate; and therefore will not be entitled to compensation, future employment, or any benefits of Workers' Compensation in the event of any injury occurring on Affiliate's premises.
14. **Force Majeure:** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably with the control of such party and which by due diligence it is unable to prevent or overcome.
15. **Public Information:** Affiliate acknowledges that TEEX is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement.
16. **Non-Exclusive Agreement:** This Agreement should not be construed as an exclusive contract and the parties may enter into other affiliation agreements.
17. **Waiver:** The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or different provision.
18. **Severability:** In the event that a provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.
19. **Governing Law:** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TEEX shall be in Brazos County, Texas, in which the primary office of the chief executive officer of TEEX is located.
20. **Non-Waiver Provision:** Affiliate expressly acknowledges that TEEX is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TEEX of its right to claim such exemptions, privileges, and immunities as may be provided by law.

This Agreement constitutes the entire Agreement between TEEX and Affiliate and supersedes all previous Agreements and understandings relating to the Clinical Affiliation.

For the Affiliate:

Texas A&M Engineering Extension Service:

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: R. Charles Todd

Title: Associate Agency Director/CFO

Date: 5/24/16

Reviewed by
ESTI Business Office

