



**AFFILIATION AGREEMENT BETWEEN
SEGUIN FIRE/EMS**

AND

**ALAMO COMMUNITY COLLEGE DISTRICT
On behalf of
San Antonio College**

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 San Antonio College (hereinafter referred to as “Alamo Colleges District” and “College,” respectively) and SEGUIN FIRE /EMS (hereinafter referred to as “Facility”), collectively sometimes referred to herein as “the Parties.”

WHEREAS, College has a curriculum in EMS Degree Education herein after referred to as “Program”;

WHEREAS, clinical practice is a required and integral component of the curricula of Allied Health and Nursing Education;

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

WHEREAS, Facility is willing to participate in the education of Allied Health and Nursing Education Students.

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

TERMS AND CONDITIONS

1. **AFFILIATION.** Colleges 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 health care to its 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:
 - 2.1 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;
 - 2.2 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;

- 2.3 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;
- 2.4 Advise the assigned student of the responsibility of complying with the existing rules and regulations of Facility;
- 2.5 Instruct assigned students and faculty that confidentiality of medical information of the 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;
- 2.6 Be responsible for all administrative functions related to the assigned students;
- 2.7 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; and
- 2.8 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 of release at the Facility.

3. **FACILITY'S OBLIGATIONS.** In operating the Program, Facility agrees to:

- 3.1 Provide appropriate facilities and equipment necessary, as determined in its discretion, for College to conduct the Program;
- 3.2 Determine the number of students which it can reasonably accommodate during a given period of time and notify College of such number;
- 3.3 Advise College of changes in its personnel, operation, or policies which may affect the Program and/or the students' clinical practice;
- 3.4 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;
- 3.5 Designate a staff member who will be responsible for the supervision of assigned students, who shall have sufficient education, training and experience in the individual discipline to adequately supervise the assigned students;
- 3.6 Evaluate the performance of the assigned students on a regular basis as requested by College and using the evaluation criteria established by College; and
- 3.7 Retain ultimate responsibility for patient care.

4. **THE PARTIES' JOINT OBLIGATIONS.** In operating the Program, the Parties agree that:

- 4.1 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 patient(s), employee(s) or staff, Facility shall immediately notify College and College shall immediately remove the student from all 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

- 4.2 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 Alamo Colleges District and the Project, 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 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. Contractor agrees to abide by all applicable Alamo Colleges District policies, including, without limitation, those relating to financial ethics and accountability.
- 4.3 The assigned students shall not receive any remuneration from Alamo Colleges District or Facility.

5. **TERM AND TERMINATION.**

- 5.1 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.**

- 6.1 **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.
- 6.2 **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.
- 6.3 **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.

- 6.4 **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.
- 6.5 **Amendments.** Amendments or modifications may be made to this Agreement only in writing and duly executed by the Parties.
- 6.6 **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.
- 6.7 **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.
- 6.8 **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.
- 6.9 **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.
- 6.10 **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.
- 6.11 **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.
- 6.12 **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.
- 6.13 **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 Alamo Colleges District, or any persons other than the Parties.

