HOUSTON METHODIST CLEAR LAKE HOSPITAL
AFFILIATION AGREEMENT

This **AFFILIATION AGREEMENT** ("Agreement") formalizes the arrangement to provide a training experience at Houston Methodist Clear Lake Hospital ("Hospital") for **Galveston Independent School District** ("AFFILIATE") students. This Affiliation Agreement ("Agreement"), effective **May 1, 2026** ("Effective Date"), is by and between Houston Methodist St. John Hospital dba Houston Methodist Clear Lake Hospital ("HMCL") and **Galveston Independent School District** ("AFFILIATE").

WHEREAS, Affiliate and Hospital seek to provide Hospital as an educational experience in health care setting for subspecialty students ("Student(s)") enrolled in Affiliate's **GISD Shadowing Program** ("Program");

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

I. Program

A. Persons Responsible for Student Education and Supervision

For HMCL: Latrisse Griffiths, MEd, MSOD
For AFFILIATE: Jennifer Edenfield

The above named personnel are responsible for the administration, education, and/or supervision of the Student(s) during their rotation (hereinafter defined) through Hospital.

B. Educational Goals and Objectives

The educational purpose of this **3 week** rotation in **Health Science Observership** is to provide the Program Students with the instruction and experience necessary to acquire skills and proficiency in the goals and objectives described for their ROTATION.

Medical Knowledge
Students must demonstrate knowledge of established and evolving biomedical, clinical, epidemiological and social-behavioral sciences, as well as the application of this knowledge to patient care. Students are expected to:

- Use what students have learned in class to make good decisions in real clinical settings.
- Notice changes in patients and think about what they might mean.
- Ask questions, think through problems, and find safe ways to help.

Patient Care

Students must be able to provide patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health. Students are expected to:

- Treat patients with respect, empathy, and dignity.
- Follow protocols, maintain confidentiality, and seek guidance when needed.
- Apply knowledge and skills safely to promote health and support patient treatment.

Interpersonal And Communication Skills

Students must demonstrate interpersonal and communication skills that result in the effective exchange of information and collaboration with patients, their families, and health professionals. Students are expected to:

- Speak and act professionally with patients, instructors, and team members.
- Record and share information accurately and honestly.
- Listen carefully and use kind, supportive communication with patients.

Professionalism

Students must demonstrate a commitment to carrying out professional responsibilities and an adherence to ethical principles. Students are expected to:

- Be responsible, dependable, and respectful at all times.
- Come prepared, be on time, and stay focused during class and clinicals.
- Work well with others and show a positive attitude toward patients, staff, and classmates.

Practice-Based Learning and Improvement

Students must demonstrate the ability to investigate and evaluate their care of patients, to appraise and assimilate scientific evidence, and to continuously improve patient care based on constant self-evaluation and life-long learning. Students are expected to:

- Review and evaluate their own patient care to identify strengths and areas for improvement.
- Apply scientific evidence and classroom learning to make informed decisions in patient care.
- Continuously seek new knowledge and skills to improve their abilities and provide better care.

Systems Based Practice

Students must demonstrate an awareness of and responsiveness to the larger context and system of health care, as well as the ability to call effectively on other resources in the system to provide optimal health care. Students are expected to:

- Recognize how different parts of health care (hospitals, clinics, specialists, community resources) work together.
- Know when and how to involve other professionals or services to support patient care.

- Make patient care decisions that consider the broader health care system and available support.

These goals will be met by clinical teaching involving experience in hospital settings.

With the cooperation of the AFFILIATE, Hospital will be responsible for the day to day activities of the Student(s) to ensure that the outlined goals and objectives are met for the Student(s) during their rotation at the Hospital.

C. Period of Assignment of Students

AFFILIATE Students will rotate as scheduled by the AFFILLIATE Program Director. Prior Notice, when possible, will be made for any changes in these rotations. The maximum number of Students who will be rotating at any one time will be **no more than 90, per semester.** AFFILIATE will provide Hospital with a written list of the names of Students assigned to Hospital, the level of academic preparation, and the length and dates of assignment at Hospital at least thirty (30) days prior to the beginning of each rotation, unless otherwise agreed by the parties.

D. Responsibility for Teaching, Supervision, and Evaluation of Students.

AFFILIATE has the responsibility for the Student's educational program. Hospital will, at all times, have sole authority and control over all aspects of patient care and will designate those patients to whom Students may be exposed during the rotation. Appropriately qualified and identified Houston Methodist Medical employees will be responsible for providing supervision of the Student(s), in conjunction with various AFFILIATE clinical instructors, during the course of their educational experience at HMCL.

The Hospital on site coordinator shall have the right to require AFFILIATE to remove Students from this rotation with or without cause.

II. Hospital Responsibilities and Authority

Hospital will:

A. Allow Students, at their own expense, to utilize Hospital's dining facilities.

B. Provide input to AFFILIATE regarding a Student's performance for purposes of evaluation in a mutually agreed upon format.

C. Provide an orientation for AFFILIATE'S Students to inform them of Hospital's facilities, policies, procedures, rules and regulations.

D. Arrange for emergency health care for a Student if needed while the Student is on-site at Hospital, provided however, that Hospital is not responsible for costs, follow-up care, or hospitalization associated with such emergency care.

E. Have the right to immediately remove and/or require AFFILIATE to remove any Student from participation in a rotation if either AFFILIATE or Hospital in each party's sole discretion, determines that (i) the presence of the Student has a detrimental effect upon Hospital's facilities, patients, or personnel; (ii) student is compromising Hospital's standards of care performance, policies, or procedures; (iii) the proper liability insurance coverage is not in effect.

F. Assure that HOSPITAL staff who come in contact with students have passed a criminal history background check at the time of employment.

III. AFFILIATE'S Responsibilities

AFFILIATE will:

A. **Specifically ensure that each AFFILIATE Student maintains medical insurance covering injuries or illness that occurs during the period of their participation in the Program.**

B. Confer educational credit to AFFILIATE Students who successfully attain the goals set for this Program as applicable.

C. If applicable, ensure that each AFFILIATE Student has secured and maintains all documentation required for student to enter and stay in the United States and to allow Student to participate in the rotation.

D. Ensure that Students selected for participation in the program have satisfactorily completed all courses and/or training that are prerequisites for participation in the Program.

E. Provide information regarding Students participating in the Program as requested by Hospital, unless prohibited by federal or state law.

F. Meet with Hospital via telecommunications as often as necessary to provide for adequate communication and planning and/or to evaluate progress of students.

G. Maintain proper liability insurance coverage for Student(s).

H. Provide evidence, attached hereto as Exhibit "A", acceptable to Hospital that each AFFILIATE student or other AFFILIATE personnel who participates in Program(s) at Hospital are covered by adequate insurance of the types and in the amounts described in Article IV herein.

I. AFFILIATE represents and warrants that it and each of its faculty, professionals and paraprofessionals providing services under this Agreement holds and will hold all unrestricted and valid licenses, permits, registrations, and certifications required under Texas law. AFFILIATE shall provide copies of such upon request.

J. Require Students to provide transportation, appropriate supplies, and uniforms, as applicable.

K. Inform AFFILIATE Students about their obligations to adhere strictly to all applicable administrative policies, procedures, rules, standards, schedules, and practices of Hospital; including but, not limited to, those related to safety, infection control, and immunization health status

L. AFFILIATE acknowledges that certain information it and its students will acquire from Hospital is of a special and unique character and constitutes Confidential Information. For purposes of this Agreement, Confidential Information means all patient information and any information, not generally known about the business or not readily ascertainable by proper means by others, including competitors, or the general public and includes trade secrets. Having acknowledged the foregoing, AFFILIATE agrees to and shall use best efforts to ensure that Students (a) exercise the same degree of care and protection (but no less than a reasonable degree of care and protection) with respect to Hospital's Confidential Information as AFFILIATE exercises with respect to its own Confidential Information; and (b) **not**, directly or indirectly, disclose, copy, transfer or allow access to any Confidential Information of Hospital. AFFILIATE warrants that AFFILIATE will train its faculty members who are supervising Students about their obligation to maintain confidentiality of all Hospital matters. AFFILIATE further warrants that AFFILLIATE will train Students on Student's responsibility to maintain the confidentiality of all patient health care information, including, but not limited to, the Student's obligations under applicable federal and state privacy laws. AFFILIATE shall use its best efforts to ensure patient confidentiality. **This Confidentiality provision shall survive termination of this Agreement.**

M. Assign to Hospital only those AFFILIATE students who have taken drug tests within thirty (30) days prior to commencement of participation in Program(s) at Hospital. The written results of this drug test must be made available to Hospital upon request. Additionally, per HMCL policy, alcohol testing of Student for just cause may be requested by Hospital.

N. Assign to Hospital only those AFFILIATE students who, within six (6) months of participation in Program, undergo Hospital-approved nationwide criminal background check, and who have no criminal record other than minor traffic violations. Further, the background check is at the expense of the Affiliate student, and written results of these criminal background checks must be made available to Hospital upon request.

O. To the extent allowed by applicable state or federal law, upon notice to AFFILIATE, inform Hospital of any adverse circumstances to which Hospital may be exposed because of the activities or health status, including the mental health status, of an AFFILIATE student.

P. To the extent allowed by applicable state or federal law, upon notice to AFFILIATE, notify Hospital of any complaint, claim, investigation, or lawsuit involving an AFFILIATE student that is related to clinical experiences provided under this Agreement.

Q. Notify AFFILIATE students about their obligation to comply with Hospital policies and procedures, state law, and OSHA blood borne and tuberculosis pathogen regulations in the training, vaccination, testing, prevention, and post-exposure treatment of Students.

R. Advise Students to maintain documentation of AFFILIATE students' health status, proof of current vaccinations and **negative tuberculosis** status. At the request of Hospital, AFFILIATE student must provide evidence of documentation.

S. Accept full responsibility for the training, evaluation, qualifications, and competency level of each student.

T. AFFILIATE shall comply with and shall use its best efforts to ensure that AFFILIATE students comply with Det Norske Veritas – GL requirements and state or national professional ethical guideline.

U. Ensure that each Student:

1. Assumes responsibility for his/her own uniforms, transportation, parking, housing, meals, laundry needs, and health care in the performance of activities under this Program, when such things are not provided for by Hospital.
2. Responds appropriately to directions from Hospital's staff; and
3. Is informed of the requirements to maintain the confidentiality of all confidential information in Hospital's records, including but not limited to patient records, research designs, and protocols.
4. Is wearing Methodist issued badges at all times.

ARTICLE IV. Insurance & Indemnity

AFFILIATE shall maintain, at its own expense, insurance policies as listed below covering AFFILIATE, the AFFILIATE Faculty Liaison and AFFILIATE Students participating in rotations at Hospital with insurers having an A.M. Best Rating of not less than A- VIII at all times. Alternatively, AFFILIATE may self-insure or place coverage with any non-rated insurers for any of the risks referred to below only if the Long-Term Issue Credit Rating of their respective legal parent entity is rated BBB or higher ("Investment Grade") at all times by the current Rating Definitions and Terminology of

Standard & Poor's. Such coverage shall include at a minimum the following coverages and limits:

(a) Commercial General Liability including Premises/Operations, Products/Completed Operations, Contractual Liability, Independent Contractor's Liability, Broad Form Property Damage, Personal/Advertising Injury with minimum limits of $3,000,000 per occurrence and $3,000,000 general aggregate through any combination of primary and excess insurance; and

(b) Errors and Omissions/Student Professional Liability covering AFFILIATE, each AFFILIATE Program Director and each AFFILIATE Student with limits of at least $1,000,000 for each claim and $3,000,000 annual aggregate.

AFFILIATE'S insurance shall be primary and any other valid and collectible insurance or self-insurance maintained by or in the name of Hospital shall be excess of AFFILIATE'S insurance and shall not contribute to it. Such insurance shall be kept current throughout the entire term of this Agreement, and shall provide for at least thirty (30) days' advance notice to Hospital if coverage is to be cancelled, amended or materially modified. Within ten (10) business days of the execution of this Agreement, AFFILIATE shall provide certificates of insurance evidencing full compliance with the insurance requirements contained herein to the following address:
Corporate Risk & Insurance Department, The Methodist Hospital, The Methodist Hospital Annex
1130 Earle Street, Suite 200, Houston, Texas 77030. Office: (713) 383-5102, Facsimile: (713) 383-5190, or cputnam@houstonmethodist.org.

If any of Affiliate's insurance policies are claims made, and if AFFILIATE'S policies are cancelled, non-renewed, or, if AFFILIATE'S operation is sold or ceases to exist, AFFILIATE shall procure at its sole expense continuance of coverage with a minimum three year extended reporting period with the same above terms and conditions which specifically continue to provide benefit for Hospital. It is AFFILIATE'S responsibility to ensure that the insurance requirements listed above are in effect for the full term of this Agreement. Cancellation of coverage without Hospital's approval shall be considered a breach of contract. Also, AFFILIATE shall specifically ensure that each AFFILIATE Student maintains medical insurance covering injuries or illness that occurs during the period of their participation in the Program. AFFILIATE shall provide updated insurance certificates to Hospital each year on or before the anniversary of the Effective Date of this Agreement.

Indemnity. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, AFFILIATE SHALL INDEMNIFY, DEFEND AND HOLD HOSPITAL HARMLESS FROM ANY AND ALL CLAIMS WHICH HOSPITAL MAY SUSTAIN OR INCUR AS THE RESULT OF ANY NEGLIGENT OR WILLFUL ACT, OMISSION, OR CONDUCT OF AFFILIATE OR ANY OF ITS PERSONNEL OR ANY AFFILIATE STUDENT (INCLUDING THE JOINT, PROPORTIONATE, OR COMPARATIVE NEGLIGENCE OF**

AFFILIATE) OCCURRING IN THE COURSE OF AFFILIATE'S PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. THIS INDEMNITY OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE V. Term And Termination

This Agreement shall be effective for a term of five (5) years commencing on the Effective Date.

A. Notwithstanding any other provision in the Agreement, either Party shall have the right to terminate this Agreement after thirty (30) consecutive days' written notice is given to the other Party. If a Party exercises this option, the Parties agree to make reasonable efforts to ensure that the AFFILIATE Students on Hospital rotations will be allowed to complete the stipulated course of study.

B. If at any time during the term of this Agreement Hospital determines that any AFFILIATE Student or any other person employed by or associated with Affiliate is detrimental to patient care, disruptive or in non-compliance with Hospital's policies, such person will be immediately removed from the Hospital, and that person will have no further rights under this Agreement.

ARTICLE VI. General Provisions

A. Governing Law. The Parties agree that this Agreement will be construed according to the laws of the State of Texas without giving effect to its choice of law provisions, and venue for purposes of alternative dispute resolution, claims, or litigation shall lie exclusively in Houston, Harris County, Texas.

B. Amendment. The terms and conditions of this Agreement may be modified upon mutual written consent of the Parties at any time.

C. Notice. Any notice, request or other communication required or permitted under this Agreement shall be in writing and shall be considered effective as of the date sent by facsimile transmission, presented personally, or mailed by certified mail, return receipt requested addressed to:

HOSPITAL: The Methodist Hospital Institute for Academic Medicine 6670 Bertner Ave, R2-216 Houston, TX 77030 Attn: Trevor M. Burt, MS, EdD	AFFILIATE: Galveston ISD 4115 Avenue O Galveston, TX 77550 Attn: Jennifer Edenfield

D. Assignment. Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party, and any such attempted assignment shall be void. Except as may be herein specifically provided to the contrary, this

Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective legal representatives, successors, and permitted assigns.

E. Severability. If any part of this Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or the policies of either of the Parties, that part of this Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, laws, or regulations, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.

F. Waiver. The waiver by either Party or the breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.

G. Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, acts of terrorism, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by a Party's employees, or any similar cause beyond the reasonable control of any Party.

H. No Third Party Beneficiary. This Agreement is entered into by and between the Parties hereto and for their benefit. There is no intent by the Parties to create or establish third party beneficiary status or rights in any third parties, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

I. Independent Contractor Status. Neither of the Parties, nor their agents, employees, contractors, or students shall be considered employees, agents, borrowed servants, partners, or joint venturers of the other Parties. Unless expressly provided herein, neither Party will assume or become liable for any of the existing or future obligations, liabilities, or debts of the other.

J. Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter covered herein. No other agreement, statement, promise, proposal, or understanding, whether written or oral made by either party, or an employee, or agent of any Party, which is not contained in this Agreement, shall be binding or valid unless executed pursuant to the terms and conditions set forth herein.

K. Compliance Plan Participation. AFFILIATE agrees to participate in any reasonable contract and claims audits by Hospital, and to cooperate and assist during any reasonable internal compliance review, investigation, monitoring protocol and/or audit, without regard to whether the review, investigation, or audit occurs before or after termination of the Agreement.

AFFILIATE shall notify Hospital of any violation of any applicable law, regulation, or third party payer requirement, immediately after AFFILIATE, its employees, or agents become aware of it. Such notification can be given through any of the following methods: (a) anonymously through the Hospital's Hotline service (1-800-500-0333); (b) by contacting the person indicated in the Notice Section of this Agreement; or (c) by contacting Hospital's Business Practice Officer.

L. Representation of Non-Exclusion. AFFILIATE represents and warrants that as of the Effective Date, neither AFFILIATE, nor any of its employees or students, is excluded from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. AFFILIATE also represents that if it or any of its employees or students becomes so excluded from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, AFFILIATE will promptly notify Hospital.

M. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original, but all such counterparts together constitute but one and the same instrument.

N. Regulatory Requirements. The Parties agree that they will perform all obligations under this Agreement in accordance with the applicable rules of Medicare and Medicaid, including all billing and documentation requirements of those programs.

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IN WITNESS HEREOF, the Parties have executed this Agreement, to be effective as of the Effective Date.

HOUSTON METHODIST CLEAR LAKE HOSPITAL

By:_____
Kyle Stanzel, MBA, FACHE
Sr. Vice President
Chief Executive Officer

Read & Understood:

By:_____
Latrisse Griffiths, MEd, MSOD
Site Supervisor

AFFILIATE

By:_____
Matthew Neighbors
Superintendent

Exhibit “A”

Insurance Documentation