

STUDENT CLINICAL EXPERIENCE
PROGRAM AGREEMENT / INSTITUTIONAL AFFILIATION AGREEMENT

This agreement is made and entered by and between **Ector County Independent School District**, hereinafter called "**ECISD**" and **TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER**, School of Nursing, Lubbock, Texas, hereinafter called "**TTUHSC**".

WHEREAS, **ECISD** operates accredited or licensed facilities at **Odessa, Texas**, and

WHEREAS, **TTUHSC** operates an accredited School of Nursing , and

WHEREAS, the Parties desire to advance nursing education and aid in meeting the ever increasing demand in the State and Nation for trained health professionals, and to make available better health service to patients, and

WHEREAS, it is deemed advisable and to the best interest of the parties to establish an affiliation for the purpose of carrying out these objectives,

NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

ARTICLE I
ORIGINAL TERM, RENEWAL, AND TERMINATION

The original term of this agreement starts **January 1, 2010**, and ends **December 31, 2013**. Thereafter, this agreement shall automatically renew on an annual basis unless thirty (30) days written notice of intent to terminate the agreement is given by either party to the agreement.

Either party may terminate this agreement at any time, with or without cause, by giving the other party thirty (30) days written notice of its intent to terminate the agreement.

However, students assigned at **ECISD's** facilities when termination notice is given shall be permitted to complete their current rotation at **TTUHSC's** option.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

ECISD will:

1. Allow the use of its facilities for the clinical experience requirement of **TTUHSC's** students.
2. Provide clinical staff supervision by currently licensed professionals in the field of nursing for **TTUHSC's** students.
3. Provide access for faculty and students to patients and patient medical records at its facilities as part of the students' clinical experience requirement.
4. Periodically, review the specific programmatic efforts and number of students to participate at its facilities, both factors being subject to mutual agreement of both Parties prior to the beginning of the clinical experience.

5. Maintain responsibility for the policies, procedures, and administrative guidelines to be used in the operation of its facilities.
6. Encourage its staff to participate in the educational activities of TTUHSC.
7. Participate, if requested by TTUHSC, in any annual program review activities of TTUHSC which are directed toward continuing program improvement.
8. Maintain authority and responsibility for care given to its patients.

TTUHSC will:

1. Maintain the authority and responsibility for education programs for its students which may be conducted within **ECISD** facilities.
2. Consider for clinical and/or adjunct faculty appointment those members of **ECISD's** staff who contribute significantly to the academic program, subject to academic standards and rank used by TTUHSC.
3. Inform its faculty and students of the requirement to comply with **ECISD's** policies and procedures, when in attendance at **ECISD's** facilities, and patient confidentiality requirements, only insofar as there is no conflict with the policies, rules and regulations of TTUHSC or the laws and the Constitution of the State of Texas.
4. Provide faculty participation, if requested by **ECISD**, and if available, on committees and task forces of *ECISD*.
5. Maintain professional liability insurance for students during the term of this agreement and any extensions thereof.
6. Inform all students that they are not employees of **ECISD** and have no claim against **ECISD** for any employment benefits.

ARTICLE III SEVERABILITY

If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provision is not material to the overall purpose and operations of this agreement. The remaining provisions of this agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

ARTICLE IV AMENDMENT

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

ARTICLE V VENUE

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.

ARTICLE VI
ASSIGNMENT

Neither party shall have the right to assign or transfer their rights to any third parties under this agreement without the prior written consent of the other party.

ARTICLE VII
INDEPENDENT CONTRACTOR STATUS

Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this contract.

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Elmo M. Cavin
Signature

Signature

Elmo M Cavin
Printed Name

Hector Mendez
Printed Name

Executive Vice President
Title

Superintendent
Title

1/6/2010
Date

Date