

STATE OF TEXAS:
COUNTY OF EL PASO:
EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

AGENCY AFFILIATION AGREEMENT
HEALTH CAREER AND TECHNICAL EDUCATION,
MATH & SCIENCE DIVISION

AGREEMENT made this ~~date, month & year~~October , 2025 between the Board of Trustees of the **El Paso County Community College District**, a political subdivision of the State of Texas, P.O. Box 20500, El Paso, Texas, 79998, hereinafter referred to as "~~Distriet,College~~" and ~~Affiliates name~~**San Elizario Independent School District** ~~address, city, state & zip code~~ hereinafter referred to as "Affiliate" ~~or "District" referred to jointly as "parties."~~

RECITALS

It is the desire of ~~College both parties~~ that students enrolled in the Health Career Education Programs ("~~HCEP~~") and Nursing Program ("~~NP~~") at the ~~Distriet-College~~ be provided the benefit of educational facilities and resources at the ~~a~~Affiliate for practical experience in clinical service and procedure. It is recognized that the ~~Distriet-College~~ is authorized to enter into this agreement as a function of its governmental and educational powers granted and prescribed by the State of Texas. It is mutually beneficial to both the ~~Distriet-College~~ and the Affiliate that ~~HCEP/NP~~ students be afforded opportunities for clinical education as outlined in this agreement.

Section 1-Term

1.01 The respective duties and obligations of the parties hereto shall commence upon the date of execution of this agreement and shall continue **for a period of two years.** This Agreement shall automatically renew on a year-to-year basis unless otherwise terminated in writing by either party, and have a 30-60 day clause to initiate the automatic renewal process. This prevents the expiration of agreements and allows renewal in a timely manner.

Commented [Author1]: this timeline is vague so we have proposed making this so that the agreement will automatically renew from year to year unless cancelled by either of the parties.

Section 2-Responsibilities of ~~District~~ College

2.01 It shall be the responsibility of the ~~District~~ College to plan and conduct a cooperative and coordinated educational program for the clinical instruction of its Health Career Education Programs and the Nursing Program students with the Affiliate. The ~~District~~ College will provide the Affiliate with a specific educational program to be carried out at the Affiliate. The College will be solely responsible for the development and execution of the educational program.

2.02 The ~~District~~ College will provide qualified, registered, licensed or certified instructors for all general and/or supporting course work as prescribed in the Health Career Education Program, curricula. The College guarantees and is solely responsible for ensuring that any instructors it provides as part of the Health Career Education Program to be present at or involved with the Affiliate is suitable to interact with the District's staff, students, and teachers. The College is solely responsible for conducting any necessary background and personnel suitability checks to the extent permitted by law to ensure that each instructor is suitable to interact with District staff, students, and teachers. If the College discovers that any instructor is

not qualified or suitable, to the extent permitted by law it shall immediately take measures to replace that instructor or restrict that instructor from providing services or interacting with District staff, students, and teachers.

2.03 The ~~District-College~~ will provide administrative services to include HCEP/NP student admissions, scheduling, attendance, and maintenance of achievement and health records for all HCEP/NP students.

Commented [Author2]: which students is this referring to? To the Nursing students? If so, please clarify this by adding College students or nursing students

2.04 The ~~District-College~~ agrees and shall ensure that all of its HCEP/NP instructors and students will abide by the policies and regulations of the Affiliate and any applicable and pertinent state, federal or accreditation regulations while using its facilities.

2.05 The Faculty of the ~~District-College~~ will supervise and evaluate the HCEP/NP students and select/assign suitable clinical experience situations in patients' care as prescribed by the adopted curricula. It is further understood that at no time will students in the Health Career Education Program or Nursing Program be engaged in the provision of direct patient care without said instructors, affiliate preceptors or designee being physically present in Affiliate's facilities for supervision of the HCEP/NP students. If appropriate, affiliate preceptors may provide input on HCEP/NP student evaluations, HCEP/NP student competency assessments, and professionalism to the assigned ~~District-College~~ faculty. It is understood that HCEP/NP students may be present at the Affiliate site for purposes of observation without direct supervision by District-College instructors or Affiliate preceptors except that HCEP/NP students must comply with any and all District instructions, directions, rules, expectations and/or policies while at the Affiliate site. The District reserves the right to restrict observation by HCEP/NP students in its sole discretion, including by requiring that observation is only permitted under direct supervision

Commented [Author3]: District, are you in agreement with the college students being able to observe without the instructors supervising or without District instructors supervising?

by the HCEP/NP instructors or Affiliate preceptors. During such observation, HCEP/NP students will, at no time, perform direct patient care services.

2.06 In cooperation with Affiliate's designated representative, the ~~District-College~~ will familiarize the HCEP/NP students and instructors with the Affiliate's facilities, procedures, personnel policies, standards and code of ethics. In addition, the ~~District-College~~ will familiarize the representative/designated qualified licensed, registered, or certified health care professional within the Affiliate with program/course objectives, professionalism, and accreditation requirements.

2.07 The ~~District-College~~ will furnish each semester to the Affiliate's designated representative a rotation plan of HCEP/NP students setting forth the number of participating students, the dates and hours, the assigned areas that the students will be participating. Any changes in the plan will be immediately brought to the attention of the same. The District reserves the right to set parameters around the number of participating HCEP/NP students, the dates and hours that the HCEP/NP students may be present at the Affiliate site, and the assigned areas at the Affiliate site that the HCEP/NP students may participate in. Further, the District reserves the right to pre-approve the plan in advance of each semester and to request any such changes or modifications to the plan. College agrees to consider and institute any such changes or modifications to the plan as reasonably requested by the District. If the District identifies a health or safety concern as the cause for the requested change, the College must implement the change unless prohibited by law.

2.08 ~~The District~~ By assigning HCEP/NP students to the Affiliate, College affirms and attests that the Health Career Education Program students and instructors have any and all

required immunizations and infectious disease testing, criminal background checks, substance abuse tests, and CPR certifications. Upon request by the District, College will provide the Affiliate evidence of immunizations and infectious disease testing, including Hep C, tuberculin testing, criminal background checks, substance abuse testing, and CPR certifications. for Health Career Education Program students and instructors.

2.09 Malpractice liability insurance shall be carried by ~~District HCEP/NP~~ students and instructors for the entire period of this agreement, and a certificate of insurance will be provided to the Affiliate indicating effective date, limits of coverage and other pertinent data. The Affiliate shall immediately be notified of any change or termination in coverage. A failure to maintain the required insurance coverage constitutes a breach of the Agreement and the District may immediately terminate this Agreement. The District-College hereby agrees to maintain said malpractice insurance the limits of which shall be no less than two million dollars (\$2,000,000.00) for any one medical incident and five million dollars (\$5,000,000.00) aggregate.

Commented [Author4]: District, please confirm with your risk management office whether this is acceptable coverage

2.10 ~~Students participating in clinical training pursuant to this Agreement are members of the Affiliate's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore many have access to patient medical information as provided for the Privacy Rule of HIPAA. Students participating in clinical training pursuant to this Agreement may have access to patient medical information or Protected Health Information as provided by HIPAA and may also have access to personally identifiable information as provided by the Family Educational Rights and Privacy Act (FERPA). The District-College will advise HCEP/NP faculty, instructors, and all students assigned to Affiliate regarding the confidentiality of patient-client records and patient-client~~

Commented [Author5]: Districts are not HIPAA-covered entities. However, the District is subject to FERPA

information imparted during the training experience at all times in connection with the HCEP/NP experience. The College shall institute a non-disclosure agreement with all HCEP/NP instructors and students to maintain the confidentiality of District students, staff, and teachers personal information or, in the absence of a non-disclosure agreement, will otherwise obligate the HCEP/NP instructors and students to confidentiality. The District College will also advise all students that the confidentiality requirements survive the termination or expiration of this agreement. This paragraph applies solely to HIPAA privacy and security of regulations applicable to the affiliate and does not establish an employment relationship.

2.11 The College shall train and monitor HCEP/NP instructors and students to ensure that the privacy and confidentiality of District students, staff, and teachers is maintained and upheld, including restrictions on recording, photographing, or otherwise keeping personal records of District students, staff, and teachers without consent.

2.12 To the extent College, or any of its agents, instructors, students, or faculty, gains access to personally identifiable information contained in education records, College shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations. College and its agents, instructors, students, or faculty shall use such information solely for the purposes authorized under this Agreement and shall not disclose it to any third party without the prior written consent of the District and, where required, the parent or eligible student. As College is providing services to the District under this agreement, the College shall be deemed a “school official” as that term is defined in the District’s Board Policy. Further it is understood and agreed that in order to perform the services hereunder, it may be necessary for College to preview and be provided access to “educational records” (as

defined in Board Policy, the Texas Education Code, and the Family Education Rights and Privacy Act) of students of the District. College agrees to maintain the confidentiality of any and all educational records of students in the College that are disclosed to, or reviewed by, the College in accordance with federal and state laws, rules, and regulations. College hereby covenants that the confidential and proprietary information of the District and its students will be protected. College shall keep all such information confidential and shall not disclose such information except under compelled to do so under order of a court of competent jurisdiction.

Section 3-Responsibilities of Affiliate

3.01 The Affiliate will accept Health Career Education Program students from the ~~District-College~~ for clinical experience at its facilities during agreed upon time(s) ~~as outlined in accordance with~~ Sections 2 and Section 4.01.

3.02 The Affiliate shall reasonably make available to the ~~District-College~~ such use of classrooms, libraries and teaching aids as may be necessary for the implementation, training, and education of the students during the clinical phase of the program/course at no cost to the ~~DistrictCollege; notwithstanding the foregoing, nothing in this Agreement obligates Affiliate to incur any expenses in connection with this Agreement or purchase any aids, supplies, resources, or materials in connection with this Agreement.~~

3.03 Unless otherwise prohibited by applicable law, tThe Affiliate shall make available patient care facilities, charts, medical records, equipment and supplies normally used in the Affiliate as may be necessary for clinical instruction and patient care at the Affiliate in accordance with the educational plan provided by the ~~DistrictCollege; notwithstanding the~~

foregoing, nothing in this Agreement obligates Affiliate to incur any expenses in connection with this Agreement or purchase any aids, supplies, resources, or materials in connection with this Agreement.

· ~~Affiliate shall provide materials and protective devices for students and faculty use in patient care as mandated by OSHA and CDC guidelines for blood borne pathogens.~~

Commented [Author6]: The College should be responsible for providing all materials, including safety equipment for its own students

3.04 The Affiliate shall provide suitable clinical experience in so far as reasonably possible based on the availability of patients, sufficient number of personnel and clinical materials recognizing the possible necessity of the District-College transferring students to other agencies which can provide experience in specific clinical services in the event of the unavailability of above; notwithstanding the foregoing, the educational, health, and safety needs of District students are the priority of the District and nothing in this Agreement obligates the District to prioritize HCEP/NP students over the needs of District students or over the normal business operations of the District. ·

3.05 The Affiliate shall provide qualified licensed/registered or certified health care professionals directly instructing each clinical area utilized for educational purposes at no cost to the DistrictCollege. If appropriate, said affiliate preceptors/designated staff may provide input on HCEP/NP student evaluations, competency assessments, and professionalism to the assigned College District-faculty based upon the documents provided by the District-College outlining program/course objectives, professionalism and accreditation requirements.

3.06 When appropriate, the Affiliate shall designate, at no cost to the DistrictCollege, a specific member of its staff to instruct the students as a preceptor. The person so designated shall be the immediate instructor of the students for clinical practice and shall be a person who is

customarily responsible for clinical practice at the Affiliate and who serves as a role model for student in clinical care and professional activities.

Commented [Author7]: District, are you OK with this? Basically this is creating staff requirements for the District such that District staff will be available and obligated to instruct and supervise the College students.

3.07 The Affiliate will observe the ~~District's~~ College's calendar of vacations and holidays for the students.

3.08 The parties agree that the Affiliate is responsible for the care and supervision of patients at the Affiliate.

3.09 In the event of a medical emergency affecting a HCEP/NP student, Affiliate may take emergency measures to provide emergency care to the HCEP/NP student without incurring any legal or financial obligation for such care. Affiliate shall provide Medical Emergency Care up to the limit of Affiliate's ability to provide emergency care for accidents and illnesses which occur while the student is at the Affiliate; however, It is understood and acknowledged that the Affiliate assumes no financial responsibility for the provision of such any medical care; any financial responsibility remains the obligation of the student. It is expressly understood that students are not covered under either the ~~District's~~ College's or the Affiliate's Worker's Compensation or other insurance coverage normally applicable to employees. Students will be subject to the normal admissions and/or payment procedures common to all patients at the Affiliate.

Commented [Author8]: this seems to be drafted for private medical facilities like clinics

3.10 The Affiliate shall instruct its personnel that only duly authorized persons may instruct, order, or direct ~~District~~ College students or instructors, and that unless so authorized such personnel shall not instruct, order or direct students or instructors. Personnel receiving such authorization shall be instructed that the students are undergoing a learning experience and shall

not be expected, instructed, ordered or directed to perform functions beyond the level of training previously received.

Section 4-Students

4.01 Assignment and scheduling of students will be by mutual agreement between both parties in advance of the beginning of each semester or rotation of students in accordance with Section 2.-

4.02 A student in Health Career Education Program may be dismissed from Affiliate participation by the administrator/supervisor of the Affiliate for causes that are is reasonable and has been documented in writing to the ~~District College, except that in emergency situations, the Affiliate may immediately dismiss a HCEP/NP student from the Affiliate site.~~

4.03 Each student shall provide to the ~~District College~~ the names of responsible parties to be notified in the event of illness or emergencies involving the student. The District is not responsible for any notifications, including in the event of an emergency.

4.04 Each student shall possess physical and academic ability to benefit ~~profit~~ from the clinical education and training provided at the Affiliate. There will be no discrimination on the basis of religion, age, gendersex, disability, race, color, ~~or~~ national origin, or other protected class in the admission process and the educational programs of the ~~District College~~ or by the Affiliate during the assigned education and training provided at the Aaffiliate. Reasonable accommodation will be provided by the District and Affiliate for any disabilities identified in accordance with appropriate District policies and procedures. To the extent required by law, the College and District shall comply with all applicable ADA regulations.

Commented [Author9]: the District does not gift public funds and this is not a for-profit agreement

Commented [Author10]: The College will be responsible for reasonable accommodations

4.05 A student enrolled in the Health Career Education Program, shall not receive pay for clinical and educational instruction at the Affiliate. Students are not to be substituted for paid employees or considered as employees of the Affiliate. Students may be employed by the Affiliate outside of regular education hours provided the work does not interfere with regular academic responsibilities.

4.06 Students enrolled in the Health Career Education Program will maintain confidentiality of information of the Externship Affiliate and/or its patients/clients, including as set forth in section 2.

Section 5-Law Governing Contract

5.01 This agreement shall be construed under and in accordance with the law of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas.

Section 6-Indemnity against Loss

6.01 To the extent that the ~~District-College~~ is legally capable, the ~~District-College~~ shall indemnify and hold the Affiliate harmless for losses suffered by the Affiliate due to injuries proximately caused to Affiliate's agents, representatives, employees, assigns, students, and any other a-third party by the negligent acts of students during their training at Affiliate. Such indemnification shall not extend to losses suffered by the Affiliate solely due to injuries proximately caused a third party by the negligent acts of Affiliate Personnel or other non-~~District College~~ personnel. It is expressly understood that it is not the intention or purpose of this Agreement to create any liability against the ~~District-College~~ and/or its Board unless law imposes such liability.

Section 7-Termination

7.01 This agreement may be terminated in whole or in part by either party giving a full thirty (30) days' notice in writing to the other party. Such notice shall be sent by certified mail, return receipt requested to the address of the respective parties listed above. However, such termination shall not take effect with regard to students already enrolled in a specified program until such time as those students have completed their respective program of study or until alternate clinical experiences can be arranged. ~~If no alternative clinical experiences are available, this contract shall remain in effect no longer than 2 years from the date of termination or until the date of graduation of student enrolled in the program at the time of termination of the agreement, whichever shall occur first.~~

Section 8 – Miscellaneous

~~8.01 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations and agreements, if any, with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy.~~

~~8.02 The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may also be executed by email, or other electronic means, and so executed shall have the full force and legal effect of an original.~~

8.03 In any event any provision of this Agreement is held by a court to be unenforceable as written, that provision will be reformed so as to give effect to the intentions of the parties, and the other provisions of the Agreement.

8.04 Neither the College nor the District may assign their rights under this Agreement without the prior written consent of the other.

EXECUTED in at El Paso county, Texas on the day and year above mentioned
day of , 2025.

Commented [Author11]: insert day and month of signature

DISTRICTCOLLEGE: **El PasoEL PASO COUNTY COMMUNITY COLLEGE**
DISTRICT

William Serrata, Ph.D.
President

DATE: _____

SAN ELIZARIO ISD (“AFFILIATE”):

Commented [Author12]: District, below the signature line
insert the name and title of the person signing this Agreement

DATEate: _____