

# ODESSA COLLEGE: COOPERATIVE AGREEMENT OF AFFILIATION

**THE STATE OF TEXAS:**

**COUNTY OF ECTOR:**

This agreement is executed on 3/25/2025 between **Odessa College**, (the “College”) and **Ector County Independent School District** (the “Facility”). The programs covered by this agreement can include (collectively, the “Clinical Education Programs”): Associate Degree Nursing (ADN), Bachelors of Science Nursing (BSN), (LVN), Vocational Nursing (LVN), Emergency Medical Technology (EMT), Surgical Technology (SRGT), Physical Therapy Assistant (PTA), Radiologic Technology (RAD), Respiratory Therapy (RT) in addition to Certificate programs: Certified Nursing Assistant, Pharmacy Technician, Phlebotomy Technician, Massage Therapy, Certified Medical Aide, Medical Assisting and Dental Assisting.

**WITNESSETH:**

**WHEREAS**, the College and the Facility have the following common objectives: (1) to provide clinical experience in terms of patient and related instruction for students of the school; (2) to improve the overall education program of the college by providing opportunities for learning experiences that will progress the student to advanced levels of performance; (3) to increase contacts between academic faculties and clinical faculties for fullest utilization of available teaching facilities and expertise; and (4) to establish and operate a clinical education program of the first rank.

**NOW, THEREFORE**, for and in consideration of the foregoing, and in further consideration of mutual benefits, the College and the Facility agree as follows:

## **GENERAL PROVISIONS**

- A. The Clinical Education Program will be contemporaneous with the college’s terms and requirements as published by the appropriate College and Program applicable accrediting body. Odessa College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
- B. The period of time for each student’s clinical education will be listed in the degree plan as listed in the college catalog.
- C. The number of students eligible to participate in the clinical education program will be mutually determined by agreement of the parties and may be altered by written mutual agreement of the parties, except as limited by the applicable accrediting body.
- D. Prior to the beginning of the date of each Clinical Education Program, the College shall send all requested immunization, drug screening, and background check information requested by the Facility, in accordance to individually agreed upon timeline and in writing. All record requirements shall be completed at the student or College's expense.
- E. It is understood that the students assigned to the facility are not employees of the Facility and are not entitled to any compensation or benefits of employees such as those covered by the Worker’s Compensation Act.
- F. Odessa College does not discriminate against students, faculty, or employees based on their race, color, religion, sex, national origin, age, ability status, or veteran status.
- G. It is understood that the background checks of students will be conducted by the College

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in accordance with College policy and Rule 414.504 of the Texas Administrative Code.

Funding for background checks shall be appropriated by the College through any available means, including student- assessed fees. The Facility may require a more thorough background check of students, but Facility shall bear the additional cost in that instance.

- H. The student background checks referenced in paragraph G above must be conducted in such a way that ensures compliance with [Rule 414.504 \(d\) of the Texas Administrative Code](#). Under that subsection, individuals who have been convicted of any of the criminal offenses under [250.006 of the Texas Health and Safety Code](#) may not be a student under this agreement. Furthermore, that subsection prohibits any individual from being a student under this agreement if that individual has been listed as “revoked” in the Nurse Aide Registry, listed as “unemployable” in the Employee Misconduct Registry, or has been convicted of a criminal offense that the Facility or College has determined to be a contraindication to student status at the Facility or the College.
- I. The student, College, faculty of College, and Facility agree not to disclose each other’s confidential information to any third party without the other entity’s express, written consent, except as required by law. In the event one party receives a lawful request or demand for information which the party's legal counsel advises it has a legal obligation to answer, the party receiving such request shall provide the other parties with prompt written notice of the request or demand so that the other parties may seek a protective order or other appropriate remedy as allowed for under law. A party's response to a lawful request or demand to which it must comply shall not be a breach of this agreement. The parties will protect all confidential information of the other in the same manner and with the same diligence as they protect their own, and each shall, pursuant to the terms stated herein, bear full responsibility for any wrongful disclosure to others by any of its employees or agents.

### **RESPONSIBILITIES OF THE COLLEGE**

- A. The College will provide indirect or direct supervision for all clinical learning experiences.
- B. The College will supply any additional information required by the Facility prior to the arrival of the students, subject to any state or federal laws limiting disclosure for information concerning students.
- C. The College will direct the screening and selection of students who have satisfactorily completed the preclinical and prerequisite didactic portion of the curriculum.
- D. The College will require students and faculty members to abide by the written policies, procedures, rules, and regulations of the Facility while attending the facility.
- E. The College will designate a faculty member to coordinate with the designee of the Facility, the assignment to be assumed by the student participating in the clinical education program.
- F. The College will provide specific clinical requirements of the student at Odessa College.
- G. The College will maintain a suitable records of instruction, clinical experience, health records and student program progress evaluations, which may be made in cooperation with the Facility supervisor, all of which becomes a part of the student’s

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records.

- H. The Students' academic records are maintained at the College and are only available to the appropriate students and faculty members.
- I. The College may withdraw any student whose progress, achievement or adjustment does not justify continuance within the College. In addition, College shall withdraw any student from the Clinical Continuing Education Programs at the request of the Facility if, in the opinion of Facility: 1) the achievement or progress of the student does not warrant continuation in the Program; 2) the behavior of the student fails to conform to the applicable rules and regulations of College or the Facility; or 3) the student violates applicable rules of professional ethics.
- J. The Odessa College Student Handbook is made available online to the public and students setting out disciplinary and due process guidelines.
- K. The College will provide professional liability insurance coverage against claims for personal injury, death or property damage occurring in connection with acts or omissions of administrative personnel, faculty, staff members and students while participating in the Clinical Education Program established or maintained pursuant to this agreement. The limits of such insurance shall be no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, annually. No such policy shall be terminable or subject to reduction of coverage or other modifications except upon at least 30 days' prior written notice to Facility.
- L. The College will provide instruction, within the respective programs, concerning privacy laws and confidentiality and will require students and faculty to comply with all federal and state privacy laws and protect the confidentiality of the Facility's patients. With regards to Protected Health Information (PHI), as that term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), College agrees that Students and faculty from College will be prohibited by College and by Facility from taking any PHI from Facility's premises. Students and faculty can remove patient information from Facility only if all of the 18 identifiers are removed from the medical information being taken from the Facility. The 18 identifiers are as follows: i) names; (ii) geographic subdivisions smaller than a state; (iii) all elements of dates except for year (birth date, admission date, discharge date, date of death) and for persons over age 89, all elements of the date including the person's age; (iv) telephone numbers; (v) fax numbers; (vi) electronic mail addresses; (vii) social security numbers; (viii) medical record numbers; (ix) health plan beneficiary numbers; (x) account numbers; (xi) certificate/license numbers; (xii) vehicle identifiers and serial numbers, including license plate numbers; (xiii) device identifiers and serial numbers; (xiv) URLs; (xv) Internet Protocol address numbers; (xvi) biometric identifiers, including finger and voice prints; (xvii) full face photographic images and any comparable images; (xviii) any other unique identifying characteristic or code [such as code derived from social security number or patient's initials].
- M. The College will verify that each student and faculty member is initially covered by health insurance, but the College will have no obligation to verify that the students and faculty members maintain such coverage throughout the duration of the program.
- N. The College will comply with the Occupational Safety and Health Administration (OSHA) Final Rule for Occupational Exposure to Airborne and Blood borne Pathogens. In addition, the College will verify that each faculty member and student

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has received the Hepatitis B vaccine or provide proof of the Hepatitis B immunity.

### **RESPONSIBILITIES OF THE FACILITY**

- A. The Facility will provide a jointly planned, supervised program of clinical education and experience for the assigned students of the College's programs.
- B. The Facility and the respective Department ("Facility/Department") shall designate a specific employee, by name, who meets crediting requirements of the program, to act as a coordinator between the Department and the College for the Clinical Education Program. The Department shall provide the college with the name of the Departmental Medical Director.
- C. The Facility/Department will electronically notify the College of any proposed change in the clinical coordinator or Department Medical Director in a timely manner.
- D. The Facility will provide appropriate clinical conference space during clinical education periods where HIPPA and FERPA conversations can occur.
- E. The Facility will allow student and faculty use of parking, dining, and dressing facilities at students and Faculty's expense during clinical education periods, if such facilities exist.
- F. The Facility will encourage cooperation between staff personnel and faculty in providing on- the-job supervision, teaching and student evaluation.
- G. The Facility will make no adjustments in curriculum or clinical assignments based on the gender of the students.
- H. The Facility will refrain from dismissing students from assigned areas without consent of the College's program director or the responsible faculty member. The Facility reserves the right, exercisable in its discretion, to exclude any student in the Clinical Education Program from its premises for cause.
- I. The Facility may request that the College remove any student from duty whose conduct or clinical performance may have detrimental effect on its staff or patients.
- J. The Facility may provide uniforms that are required of its employees that are outside the context of students' uniforms. (e.g., uniforms such as surgical scrub or isolation garb.)
- K. The Facility/Department will, on request of the College, provide an evaluation report on each student's performance to the College on forms provided by the College.
- L. The Facility/Department will, on reasonable request, permit the inspection of the clinical facilities and services available for clinical experiences, records and such other items pertaining to the Clinical Education Program by the College.
- M. The Facility will not withhold tentative/confirmed patient diagnoses that might pose a hazard to the health of students and/or faculty (e.g., AIDS, sexually transmitted diseases, Hepatitis, or other communicable diseases).
- N. The Facility will retain the responsibility and accountability for the services rendered to the Facility's patients.
- O. The Facility requires faculty members and students to abide by the policies, procedures, rules and regulations of the Facility while attending the Facility.

### **RESPONSIBILITIES OF THE STUDENTS**

- A. The student will follow the administrative policies, procedures, rules and regulations of the Facility and of the College, as well as the laws of the state of Texas and the United States.

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- B. The student will provide the necessary and appropriate uniforms required, but not provided by the College.
- C. The student will provide his or her own transportation and living arrangements.
- D. In the event the student misses some assigned clinicals, the student will schedule make-up times through the clinical instructor and in agreement with the facility, in order to meet the minimum required hours of time or program objectives.
- E. The student will be responsible for any illness, accident or injury incurred by the student while assigned to clinical education or experience at the Facility and will therefore be required to provide their own accident and health coverage. The student must obtain and maintain throughout their enrollment a policy of health and accident insurance. Health and accident coverage shall be in effect at all times, including clinical make-up time during interim sessions when the College is not in session. Under no circumstances will the College or the Facility be liable for any losses or expenses as a result of an accident or illness to the student.
- F. The student will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and the College.
- G. The student will adhere to the standards relating to the confidentiality of the patient and will execute a business associate's agreement, if required. In all aspects, the student will comply with rules regarding the privacy of patient health information under the Health Insurance Portability and Accountability Act (HIPPA) of 1996.
- H. The College, in executing this agreement, will enforce the responsibilities of its students under this section of the agreement.

### **DEPARTMENT LETTER AGREEMENTS AUTHORIZED**

- A. Recognizing the specific nature of the clinical experience, it is agreed by the College and the Facility that, following the execution of this agreement, the several departments of the College may develop letter agreements with their clinical counterparts in the Facility, within the scope of this agreement, to better formalize operational details of the Clinical Education Program.
- B. The authority to execute these letter agreements will remain with the department or program director of the College and Facility as long as that authority is exercised within the scope and spirit of this agreement.

### **TERM, MODIFICATION AND TERMINATION OF AGREEMENT**

- A. This agreement remains in effect **indefinitely** unless terminated by either party, in writing, with sufficient notice and, at a minimum, time to complete the current clinical period for the academic year of the College. Termination for cause may be made at any time with ninety (90) days' written notice, or with written agreement of both parties to a shorter time period.
- B. It is agreed and understood that the Parties to this agreement will review this agreement on an annual basis. Revisions or modifications may be made by written amendment, executed by both parties, when both parties agree to such amendment.

**EXECUTED by the parties on the day and year below.**

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**ODESSA COLLEGE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date