

**EDUCATIONAL EXPERIENCE AGREEMENT
BETWEEN**

AND

KELLER INDEPENDENT SCHOOL DISTRICT

THIS AGREEMENT is made by and between _____ (**"FACILITY"**) and **KELLER INDEPENDENT SCHOOL DISTRICT ("DISTRICT")** and will be effective for the period beginning _____, 20__ through _____, 20__. The **FACILITY** and **DISTRICT** may be referred to individually as a "Party" to this Agreement and they may be referred to collectively as the "Parties" to this Agreement.

WHEREAS, the **FACILITY** owns and operates a health care facility or facilities located in and serving Tarrant County, Texas; and

WHEREAS, the **DISTRICT** operates the **CERTIFIED NURSE'S AIDE TRAINING PROGRAM ("PROGRAM")** to provide education in the areas described in Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the Parties for the benefit of the citizens of Tarrant County that they maintain quality programs for clinical education experience opportunities for students of **PROGRAM** in order that the **FACILITY** and **DISTRICT** may accomplish their objectives in a larger measure; and

WHEREAS, the Parties desire to collaborate toward excellence in the provision of clinical education experience opportunities to students of **PROGRAM** at **FACILITY** facilities;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the **FACILITY** and **DISTRICT** do hereby agree as follows:

DEFINITIONS:

1. **"Clinical Education Coordinator"** means the duly authorized and designated employee or agent of **DISTRICT** responsible for establishing and maintaining communication between **DISTRICT** and **FACILITY**, screening, selecting and planning the schedule of student assignments, determining facilities at which clinical experience opportunities are desired (in coordination with **FACILITY** and subject to **FACILITY** approval), and providing the **FACILITY** Coordinator of Educational Activities with the number and names of students, dates of assignment, the level and areas of clinical experience, and any other information required or requested hereunder.
2. **"Coordinator of Educational Activities"** means the duly authorized and designated employee or agent of **FACILITY** responsible for the planning and implementation of the clinical experience opportunities provided hereunder.

3. **“Facility” or “Facilities”** means health care facilities owned and/or operated by **FACILITY** at which clinical experience opportunities are provided hereunder.
4. **“Faculty” or “Faculty Member”** means employees or agents of **DISTRICT** providing instruction to students of **DISTRICT** in association with the **PROGRAM** and the clinical experience opportunities provided hereunder.
5. **“Students”** means persons enrolled for educational instruction at **DISTRICT** and participating in **PROGRAM** and the clinical experience opportunities provided hereunder.

RESPONSIBILITIES OF DISTRICT:

1. **DISTRICT** shall be responsible for establishing and maintaining communication and liaison between the **DISTRICT** and the **FACILITY** through a Clinical Education Coordinator. The Clinical Education Coordinator of **DISTRICT** will consult the Coordinator of Education Activities of **FACILITY** in determining the kinds of clinical experience activities desired, the days and hours that the clinical experiences will occur, and at which facilities the clinical experiences will occur.
2. The Clinical Education Coordinator of **DISTRICT** shall designate students who are to participate in clinical rotations within the **FACILITY**. Prior to the commencement of clinical rotation within the **FACILITY**, all students shall be enrolled in or have completed appropriate courses of study as designated by **DISTRICT** preparing such student for the clinical experience. **DISTRICT** shall review each student’s record that will be trained at the **FACILITY** to determine that the student has the necessary training, education, skills, attitude, and other qualifications, to perform the duties necessary to complete the training curriculum established for such student.
3. **DISTRICT** shall provide to the **FACILITY** upon request, subject to the **DISTRICT** having the student’s consent in writing in accordance with the Family Educational Rights and Privacy Act, each student’s training curriculum, documentation to establish that the student’s previous training, skills, attitude, and other qualifications, are sufficient to permit the student to complete the training **PROGRAM**. **FACILITY** shall have the right to refuse to allow any student to train at the hospital if such student, in the **FACILITY’S** opinion, does not have the requisite training, education, skills, attitude, or other qualifications, to provide proper care to patients at **FACILITY** facilities.
4. District will attempt to have at least one member of the faculty of the **DISTRICT** present on the site of the **FACILITY** at all times when students are participating in the **PROGRAM** with **FACILITY**. The faculty member of the **DISTRICT** will support **FACILITY** in supervision of students while the students are participating in the **PROGRAM** with **FACILITY**. **DISTRICT** will provide required documentation for accrediting agencies, provision of supplies and material, and costs to conduct the **PROGRAM**.
5. Faculty and students will complete an orientation to the **FACILITY’S** policies and procedures, prior to delivering patient care. The Clinical Education Coordinator of **DISTRICT** will assure each faculty member’s and student’s completion of this process.
6. After being given instruction from **FACILITY** regarding where and when **FACILITY** will place students involved in the **PROGRAM**, **DISTRICT** will provide **FACILITY** with a schedule for each semester when students are to be in any **FACILITY**. The schedule shall include, subject to the **DISTRICT** having the student’s consent in writing in accordance with the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act: student name, unit where they will work, the hours for each day that they will be in the facility and verification of immunizations, TB test results and other information as required on workers having direct contact with the patients of the **FACILITY**.

7. **DISTRICT** shall, upon request by Facility, provide to the **FACILITY** documentation certifying that the students and faculty members directly participating in the clinical educational **PROGRAM** are in good general health. **DISTRICT** shall provide such information, subject to the **DISTRICT** having the student's consent in writing in accordance with the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, to **FACILITY** prior to the introduction of the **PROGRAM'S** participants at the **FACILITY'S** facilities. The documentation, if requested, shall be of sufficient scope to ensure that no person shall directly participate in the **PROGRAM** unless he/she is free from a health impairment which is of potential risk to a patient or which might interfere with the performance of his/her duties, including but not limited to the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior. In addition the **DISTRICT** shall provide documentation of the following:
 - a. A certificate of immunization or serologic evidence of immunity against rubella and measles unless certified by a licensed physician, physician's assistant, specialist's assistant or nurse practitioner that immunization with measles and/or rubella vaccine may be detrimental to the employee's health.
 - b. Ppd. (Mantoux) skin test for tuberculosis prior to clinical rotation and no less than every year thereafter for negative findings. Positive findings shall require appropriate clinical follow-up and documentation of such each year.
8. **DISTRICT** will provide to **FACILITY** all written requirements for students enrolled and participating in the **PROGRAM**, including curricular requirements, Student Code of Conduct requirements of participating students, and **DISTRICT'S** guidelines for the **PROGRAM**.
9. The Clinical Education Coordinator and faculty of **DISTRICT** will consult with appropriate administrative staff, the Coordinator of Educational Activities, and/or department heads of **FACILITY** as necessary to facilitate safe and efficient implementation of clinical experiences at **FACILITY'S** facilities.
10. The Clinical Education Coordinator of **DISTRICT** shall provide regular feedback to the Coordinator of Educational Activities of **FACILITY** on the success of the clinical education opportunities provided hereunder as perceived by the students and faculty.
11. Under Texas Education Code Section 11.52(12), **DISTRICT** understands that **FACILITY** requires the purchase of liability insurance for students participating in the **PROGRAM** as a condition of allowing students to use and work in the Facilities, and **DISTRICT** shall require participating students to pay the fees for obtaining such insurance as a condition of participation in the **PROGRAM**.
12. **DISTRICT** shall promptly notify **FACILITY** of any matter or occurrence compromising or bringing into question, the competency or professional ability of any faculty member or student. **DISTRICT** shall remove any such faculty member or student from any situation affecting patient care, directly or indirectly.
13. Students and faculty shall be responsible for maintaining patient confidentiality. Students and faculty shall be instructed accordingly to prevent breaches of patient privacy and to maintain a high standard of quality professional care.
14. **DISTRICT** and faculty/students will comply with all applicable local, State and federal laws and regulatory/licensing/accrediting agency requirements/rules, standards and **FACILITY** policies and procedures.

RESPONSIBILITIES OF FACILITY:

1. **FACILITY** shall fully comply with all applicable provisions of the Family Educational Rights and Privacy Act with regard to obtaining, using, and releasing of student information.
2. **FACILITY** shall, within its available resources, provide within its facilities, adequate classroom and conference space, for student/faculty meetings.
3. **FACILITY** shall, subject to its Board of Managers' approval, allow clinical experience for **PROGRAM'S** students in the selected clinical area, subject to availability of experiences within the facility.
4. **FACILITY** shall provide students and faculty with an orientation to the hospital to include familiarization with hospital policies, procedures, and facilities, prior to the first work day. Orientation shall also include the ethical and legal obligation related to confidentiality and the importance of maintaining confidentiality of a patient's diagnosis, medical history, medical record, and other patient identifying information.
5. **FACILITY** shall designate a Coordinator of Educational Activities who will be responsible for working with **DISTRICT** in the planning and implementation of the clinical education experience hereunder. **FACILITY** shall provide the Coordinator of Educational Activities with the necessary time and support services to plan and implement the **FACILITY'S** involvement in the **PROGRAM** hereunder, including time to attend relevant meetings and conferences, except as it interferes with the care of **FACILITY** patients or **FACILITY** operations.
6. Coordinator of Education Activities of **FACILITY** will determine the specific facilities and clinical areas of the **FACILITY** where the clinical experience activities of the **PROGRAM** will occur, and the days and hours of the clinical experience within each area, and will communicate such to the Clinical Education Coordinator of **DISTRICT** prior to the beginning of each semester when students are to be in any **FACILITY**.
7. **FACILITY** will provide supervision and appropriate instruction of students in **PROGRAM**, while students are participating in the **PROGRAM** at the **FACILITY'S** facilities. The on site faculty member of the **DISTRICT** will support **FACILITY** in supervision of students, if necessary.
8. **FACILITY** shall direct the medical and nursing care of its patients.
9. **FACILITY** will provide written guidelines for the **PROGRAM** to the **DISTRICT** for distribution to the students.
10. **FACILITY** shall provide emergency care for students who are injured or become ill while participating in the program at the **FACILITY**. It is understood that students (or their parents or guardians as the case may be) shall be responsible for their own medical expenses, whether incurred at the **FACILITY** or elsewhere.
11. **FACILITY** is a drug free work place. All students and faculty shall comply with **FACILITY'S** substance abuse policies, and the **FACILITY** reserves the right to terminate the clinical rotation of a student or to require **DISTRICT** to remove a student or faculty member from the **PROGRAM** if there is reasonable suspicion that the student or faculty member has violated the **FACILITY'S** policies on substance abuse.
12. **FACILITY** shall comply with all regulations and laws including those affecting health and safety and exposure to blood or other potentially infectious bodily fluids, including providing to students the same testing and counseling provided to **FACILITY'S** employees.

OTHER PROVISIONS:

1. The faculty and students made the subject of this Agreement will perform their duties and activities as part of the **PROGRAM** of the **DISTRICT**. Consequently, no compensation or payment of any kind is due such faculty or students by **FACILITY** and there is no employer/employee relationship between the **FACILITY** and students of **PROGRAM** or faculty of **DISTRICT**.
2. This Agreement may be terminated by either party at the end of any school semester, for any reason or none, upon at least thirty days written notice to the other party before the last day of the semester. Further, any student determined by **FACILITY** to represent a danger to patients or to be below acceptable standards may be removed from participation thereunder.
3. Notices of termination or of important communications to be given under this Agreement shall be given to the respective parties in writing either by personal delivery, overnight delivery service, registered or certified mail, or postage prepaid. Such notices or communications shall be deemed to have been provided three (3) days after depositing in the United States mail if sent by regular, registered or certified mail, postage prepaid, or one (1) day after delivery to an overnight delivery service.
4. This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be in the state courts of Tarrant County, Texas. By entering this Agreement, neither **FACILITY** nor **SCHOOL** thereby waives any immunities, privileges, or defenses afforded either party under state or federal law.
5. The Parties hereto acknowledge and agree that the **DISTRICT** is a governmental entity and, as such, is subject to an annual budgetary process and the limitation and restrictions of fiscal funding. Notwithstanding any other provision herein, if and to the extent the obligations of this Agreement, either in its initial term or in any automatically or otherwise renewed term, should continue over into the **DISTRICT'S** subsequent fiscal years following that fiscal year when this Agreement was executed, and funds are not appropriated or budgeted for this Agreement and completion of the term in question, the **DISTRICT** may terminate this Agreement without penalty and shall have no further obligation or liabilities hereunder. If **FACILITY** is also a governmental entity, then **FACILITY** will also have the rights contained in this provision.
6. This Agreement may not be assigned by any party without the prior written consent of the other Party.
7. The failure to comply with or to enforce any term, provisions, or condition of this Agreement, whether by conduct or otherwise, shall not constitute or be deemed a waiver of any other provision hereof; nor shall such failure to comply with or to enforce any term, provision, or condition hereof constitute or be deemed a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
8. No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either Party hereto unless in writing signed by both Parties.
9. Nothing in this Agreement, whether express or implied, is intended to confer upon any individual or entity, other than the Parties hereto (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies hereunder or otherwise. Nothing in this Agreement is intended to relieve or discharge any liability of any Party hereto or any third party. No provision in this Agreement shall give any individual or entity any right of subrogation against any Party hereto.
10. Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

11. The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.
12. None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create, any relationship between the Parties, other than that of independent contractors. This Agreement shall not create the relationship of employer-employee, agency, partnership, or joint venture. Neither Party shall have the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Agreement.
13. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable parts, or any similar cause beyond the reasonable control of the Parties.
14. The Parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the Parties hereto.
15. This Agreement supersedes any prior agreements between the **DISTRICT** and **FACILITY** concerning the subject of this Agreement. This Agreement may be amended only by written instrument duly executed by the **DISTRICT** and **FACILITY**.
16. Any **PROGRAM** educational opportunities listed in Exhibit "A" may be canceled by either party by giving thirty days written notice to the other of its intention to terminate the **PROGRAM** educational opportunity; provided, however, that all **PROGRAM** activities at **FACILITY** shall automatically terminate upon termination of this Educational Experience Agreement.
17. **DISTRICT** ("Business Associate") and **FACILITY** ("Covered Entity") acknowledge that Covered Entity is a covered entity as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d) ("HIPAA"). The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the "Privacy Standards" adopted by the United States Department of Health and Human Services, as they may be amended from time to time, 65 Fed. Reg. 82462-82829 (Dec. 28, 2000) ("Privacy Standards"). The Privacy Standards require a covered entity to ensure that business associates who receive confidential information in the course of providing services on behalf of a covered entity comply with certain obligations regarding the confidentiality of health information as defined in the aforementioned regulations. Accordingly, **DISTRICT** and faculty/students hereby agree to comply with **FACILITY'S** Business Associate Agreement attached hereto as Exhibit "B" and incorporated herein by reference.

By: _____ ("FACILITY")
Title: _____ (Printed name)

Date

KELLER INDEPENDENT SCHOOL DISTRICT
300 Keller Parkway
Keller, TX 76248

Robert Apetz, President
Board of Trustees

Date

EXHIBIT "A"

THIS LIST IS FOR EXAMPLE PURPOSES ONLY AND SHOULD BE APPROPRIATELY MODIFIED AS NECESSARY TO REFLECT THE SPECIFIC EDUCATIONAL AND OBSERVATIONAL OPPORTUNITIES OFFERED TO STUDENTS PARTICIPATING IN THE PROGRAM:

1. Dental Hygiene
2. Dietetic Technician
3. Emergency Medical Technology
4. Health Information Technology
5. Nursing, in all areas including without limitation psychiatric, orthopedic, urology, and labor and delivery
6. Phlebotomy
7. Physical Therapy Assistant
8. Respiratory Care (cardio and pulmonary)
9. Surgical, including Technology
10. Laboratory
11. Radiology
12. Pharmacy

Exhibit "B"

BUSINESS ASSOCIATE AGREEMENT

DEFINITIONS

"Covered Entity" is the organization required by the Health Insurance Portability and Accountability Act of 1996 to maintain the confidentiality of protected health information.

"Business Associate" is a person or entity that arranges, performs, or assists in performing services on behalf of Covered Entity and the service involved the use or disclosure of individually identifiable health information from Covered Entity, or from another business associate of Covered Entity.

Purpose

Covered Entity has a legal and ethical responsibility to safeguard the privacy of patients and protect the confidentiality of their health information. Business Associate may hear things that relate to a patient's health, or read or see computer or paper files containing confidential patient information, even though Business Associate may not be directly involved in providing patient services. Business Associate may create documents containing confidential patient information if directed to do so by Business Associate's supervisor. Because Business Associate may have contact with confidential patient information, Covered Entity request that Business Associate agree to the following as a condition of Business Associate's assignment.

1. **Confidential Patient Information.**

Business Associate understands that all information that may in any way identify who the patient is or relates to the patient's health must be maintained in strict confidence. Business Associate agrees that, unless directed by his or her superior, Business Associate will not at any time during or after an assignment speak about or disclose any patient information with any person or permit any person to examine or make copies of any patient reports or other documents that Business Associate comes into contact with or which Business Associate creates, other than as permitted by this Agreement.

2. **Permitted Use.**

Business Associate agrees to use and disclose confidential patient information only in the following manner. Students will access patient health information as directed by departmental and FACILITY policies when they are directly involved in the care of a particular patient. Students will maintain confidentiality of patient health information as described in FACILITY's Policy 485-019 "Confidentiality of Health Care Information/Uses of Protected Health Information." A general orientation to FACILITY's policy will occur prior to working in any JPS facility.

3. **Prohibited Use and Disclosure.**

Business Associate agrees not to use or disclose any patient information for any purpose other than a purpose stated in this Agreement. Business Associate understands that he or she is not authorized to disclose any information related to patient information to anyone outside Covered Entity, unless otherwise permitted by this Agreement.

4. **Safeguards.**

When patient information must be discussed with other health care practitioners in the course of an assignment, Business Associate agrees to use discretion to ensure that others who are not involved in the patient's care cannot overhear such conversations. Business Associate understands that when confidential patient information is within his or her control, all reasonable means to prevent it from being disclosed to others must be used, except as otherwise permitted by this Agreement. Business Associate agrees to abide by Covered Entity's policies and procedures governing the protection of confidential patient information.

Protecting the confidentiality of patient information means protecting it from unauthorized use or disclosure in any form: oral, fax, written, or electronic.

5. **Return or Destruction of Information.**

If as part of an assignment. Business Associate, with the permission of the supervisor assigned by Covered Entity, must take patient information off-site from Covered Entity, Business Associate will protect the patient information from disclosure to others, and will make sure all patient information in any form is returned to Covered Entity, or destroyed in a manner that renders it unreadable and unusable by anyone else, if Covered Entity agrees to the destruction.

6. **Termination.**

When Business Associate completes the performance of services for Covered Entity, Business Associate agrees not to take any patient information, and that all patient information in any form shall be returned to Covered Entity, or, if so permitted by Covered Entity, destroyed in a manner that renders it unreadable and unusable by anyone else. Discharge or termination, whether voluntary or not, shall not affect Business Associate's ongoing obligation to safeguard the confidentiality of patient information and to return or destroy any such information in Business Associate's possession.

7. **Sanctions.**

Business Associate understands that violation of this Agreement may result in sanctions, including, but not limited to, termination of the ability to perform services on behalf of Covered Entity.

8. **Reporting of Non-Permitted Use.**

Business Associate agrees not to use or disclose any confidential patient information to anyone outside Covered Entity unless instructed to do so by a supervisor and as permitted by this Agreement.

Business Associate also agrees to report immediately to Covered Entity any non-permitted use or disclosure of confidential patient information made in error.

Business Associate also agrees to report any use or disclosure of confidential patient information made by others that may be a wrongful disclosure.

The person to report to is Erma Lee, JPS Health Network's Privacy/Security Officer at 817-927-1232.

9. **Health and Human Services Agents.**

Business Associate agrees to cooperate with any investigation by the Secretary of Health and Human Services, or his agent or an oversight agency, to help them determine if Covered Entity is complying with Federal or state privacy laws.

10. **Disclosures Required by Law.**

Nothing in this Agreement prevents Business Associate from making a disclosure of confidential patient information if required by law to make such a disclosure.

If, and only if, Business Associate believes in good faith that Covered Entity has engaged in conduct that is unlawful or otherwise violated clinical or professional standards, or that the care, services, or conditions provided by Covered Entity potentially endangers one or more patients, workers, or the public, a disclosure of confidential patient information may be made, but only to the appropriate public authority as designated in 45 C.F.R. 164.502 (j), and/or to an attorney retained by Business Associate for the purpose of determining legal options with regard to the suspected misconduct.