

Clinical Affiliation Agreement  
between  
Temple High School  
and  
Garden Estates of Temple

This agreement is made and entered into this 1st day of August 2025 between Temple High School, Temple Independent School District [SCHOOL] and Garden Estates of Temple.

The SCHOOL offers career preparation programs for its students to help provide for the future needs of the community and healthcare workers. One of the career preparation programs offered at the SCHOOL is a course of study leading to a certification as a Certified Nursing Assistant.

Whereas the parties intend by this agreement to set forth the terms and conditions of a clinical education program for the Certified Nursing Assistant [CNA] students of the Health Science Technology program at the SCHOOL so they may obtain the practical experience necessary to take the Texas Department of Aging and Disability Services' CNA certification examination.

Therefore, in consideration of the foregoing and the mutual promises set forth herein, the SCHOOL and Garden Estates agree as follows:

I. RESPONSIBILITIES OF THE SCHOOL

- a. The SCHOOL, after consultation with appropriate representatives of Garden Estates, will provide to Garden Estates discipline specific goals and objectives for the CNA clinical program at least two weeks prior to the arrival of students to allow Garden Estates time to properly plan for the arrival of the students.
- b. The SCHOOL and Garden Estates together will plan the process for evaluation of the student clinical experience.
- c. The SCHOOL will provide, at least two weeks in advance of the arrival of students, the names of the students, attendance dates and schedules to allow Garden Estates time to accommodate the SCHOOL's students.
- d. The SCHOOL will inform and explain to its CNA students and parents of the students that during the clinical experience at Garden Estates they will be under the jurisdiction of the Garden Estates officials for training purposes and they will follow rules to the extent that such rules apply to the training program.
- e. The SCHOOL will provide approved instructor(s), acceptable to Garden Estates, to accompany the students at all times for the clinical experience.

- f. The SCHOOL will ensure that its students and instructor(s) shall wear an appropriate uniform and identification cards in keeping with the requirements of Garden Estates.
- g. The SCHOOL will ensure that each student and the instructor(s) in the program meet the same immunization requirements as those applied to Garden Estates employees. The SCHOOL maintains the records of such immunizations.
- h. Garden Estates is a Covered Entity under the Health Insurance Portability and Accountability Act [HIPAA] of 1996. Students of the SCHOOL shall function as part of Garden Estates "workforce" as defined in 45CFR§ 160.103 and shall be subject to the HIPAA policies and provisions of Garden Estates. The SCHOOL instructs its students in patient confidentiality and HIPAA policies and provisions and will reinforce to the students that they must respect the confidentiality of all patient/client information obtained while on clinical rotations.
- i. The SCHOOL will determine the course of action when a student is determined to be unacceptable by the SCHOOL or clinical site. The SCHOOL will withdraw a student from the clinical rotations if, after consultation with the clinical site, the SCHOOL or site determines that such action be warranted. The SCHOOL shall be solely responsible to conduct the overall clinical education program for its students.
- j. The SCHOOL maintains liability insurance for all of its students and instructors in the program who would participate in the clinical rotations at Garden Estates.
- k. The SCHOOL will complete and provide appropriate background screening as required.

## II. RESPONSIBILITIES OF GARDEN ESTATES

- a. To the extent possible and consistent with operations, Garden Estates will provide a suitable environment of learning experiences and observation appropriate for the students relating to their training in a Certified Nursing Assistant training program, in accordance with mutually agreed upon educational objectives and guidelines.
- b. Garden Estates will provide the facilities, equipment and supplies which are necessary in the course of regular patient/client care to achieve the educational objectives of the training program and which may be required by federal and/or state law and regulations.
- c. Garden Estates reserves the right, exercisable in its discretion after consultation with the SCHOOL to exclude any student from its premises in the event that such student's conduct or state of health is deemed objectionable or detrimental to

the proper administration of Garden Estates, subject to the non-discrimination clause of this agreement.

- d. The clinical site will keep the SCHOOL informed of any policy changes which may affect the SCHOOL and its students.
- e. Garden Estates agrees to provide reasonable cooperation to help ensure the success of the SCHOOL's training program.
- f. For students and instructors who incur work related injuries while at the clinical site, Garden Estates shall only provide initial emergency insurance while the students/instructors are on the premises of Garden Estates and shall hold harmless Garden Estates.

### III. TERMS AND TERMINATION

- a. This agreement is for a term of one (2) years beginning on August 1, 2025 through July 30, 2027 and may be renewed by mutual consent of the parties for additional terms of up to two (2) years indefinitely.
- b. This agreement may be terminated for any reason by either party upon thirty (30) days written notice. Further, in the event of any breach, violation of law or regulations, or the occurrence or existence of any condition, practice, procedures, action, inaction or omission of, by or involving the SCHOOL faculty, staff and/or students which in the reasonable opinion of Garden Estates constitutes either a threat to the health, safety and welfare of any patient, resident, Garden Estates employee and/or staff, or a violation of any law, regulation, requirement, license, eligibility, or material agreement governing Garden Estates' operation, then the site shall have the right to summarily and immediately terminate this Agreement upon written notice to the SCHOOL delivered to the address set forth herein.
- c. Notice of termination to Garden Estates shall be directed to:

Garden Estates of Temple  
5320 205 Loop  
Temple, TX 76502  
234-770-1017

### IV. LIABILITY

- a. The SCHOOL agrees to indemnify, defend and hold Garden Estates, its agents, officers, members, employees and volunteers harmless for, from and against any and all claims, damages, losses, causes of action, and demands, or other liability including, without limitation, reasonable attorney's fees and costs, arising from

negligence and/or misconduct of the SCHOOL, its officers, employees students or agents in the performance of this Agreement, except where cause by the sole negligence or willful misconduct of Garden Estates.

- b. The SCHOOL agrees to be responsible for any and all claims and liability for injury to persons or property arising out of or caused by the negligence of its agents, employees or officers in the performance of the duties and obligations contemplated in this agreement.
- c. The SCHOOL shall carry general liability insurance with limits of \$1,000,000 per occurrences and \$3,000,000 in the aggregate, covering the SCHOOL, employees, instructors and affiliates during assignment. The SCHOOL shall provide its usual Worker's Compensation Insurance or shall self insure, covering students and employees of the SCHOOL. Said insurance policies shall provide that they are not cancellable and/or modifiable on less than thirty (30) days prior written notice.

#### V. NON-DISCRIMINATION

Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement. Neither party shall discriminate against any student in the program on the basis of race, national origin, color, religious belief, sex, age, marital status, affectional or associational preference or disability.

#### VI. CONSIDERATION

- a. Under the terms of this agreement, neither party is obligated to make payments of any kind to either party.
- b. Services rendered by students covered under this Agreement are considered to be educational in nature, and therefore, no monetary compensation shall be paid to students by Garden Estates, or patients thereof. Nothing in the execution or performance of this Agreement shall be construed to establish an employee-employer, an agency, a partnership or a joint venture relationship among the SCHOOL, Garden Estates and the students.

#### VII. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of Texas.

#### VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment hereof must be made in writing and agreed to by all parties.

IN WITNESS THEREOF, the authorized representatives of the parties hereto have executed this agreement.

Garden Estates of Temple

Darline Rodriguez Signature

Darline Rodriguez, Executive Director Printed name and Title

For Temple High School, Temple Independent School District

Sara Bartlett Signature

Sara Bartlett Director 6/17/25 Printed name and Title