

ABILENE CHRISTIAN UNIVERSITY

CLINICAL AFFILIATION AGREEMENT WITH Abilene Christian University

This Clinical Affiliation Agreement (the “Agreement”), is entered into by and between Abilene Christian University (“**University**”) of Abilene, Texas and **Duncanville ISD**, which has clinical facilities located at **Duncanville ISD (“Facility”)**. University and Facility agree to the following:

PURPOSE

University has a College of Health and Behavioral Sciences (“**Program**”) through which University provides its students academic and clinical experience. University desires for Facility to provide certain students of University with clinical experience through Facility's clinical facilities, and Facility is willing to provide such experience.

1.0 RESPONSIBILITIES OF THE UNIVERSITY

University shall:

- a) plan the educational activities for the Program’s clinical experience at Facility after consultation with and approval by Facility;
- b) provide qualified teachers at University to teach the pre-requisite core curriculum and support courses in the Program;
- c) provide administrative functions for each student in the Program which are the same functions as provided all other students at University;
- d) provide a faculty member to be available for consultation while students are at Facility to supervise students participating in the Program. The faculty member will (i) be currently licensed, if necessary, in the state in which University is located, (ii) be clinically competent; and (iii) carry liability insurance and provide evidence of same to Facility.
- e) instruct students to abide by Facility’s patient care policies and guidelines. Information regarding Facility’s applicable policies and guidelines will be available at the time of student orientation at Facility;
- f) if applicable, provide Facility with the appropriate forms to be used in evaluating the performance of students in the program;
- g) require students to comply with the regulatory and accreditation standards provided by the Facility at the time of student orientation at Facility;

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- h) confirm students have been instructed in Standard Precautions recommended by the Centers for Disease Control and Prevention (CDC) and are currently certified in Basic Life Support (“BLS”) cardiopulmonary resuscitation prior to student arriving at Facility and provide evidence of such confirmation to Facility prior to student arriving at Facility and upon request of Facility thereafter;
- i) provide proof of professional liability insurance covering students placed at the Facility in the amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate prior to beginning the clinical assignment at Facility and upon request of Facility thereafter. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company acceptable to Facility;
- j) provide to Facility at least one month prior to students arriving at Facility communication outlining the needs of the students, names of students and supervising faculty member, and length and dates of clinical experience;
- k) consider promptly any complaints made by Facility against a student and participate in joint problem solving. Facility’s students’ safety and welfare shall be the primary concern. Student issues will be documented by the Facility and provided to the designated Faculty member and/or other representative of University. Facility, in its sole discretion, may require permanent withdrawal of any student from Facility at any time for cause;
- l) upon request of the Facility, require student to submit a criminal background check which searches county, state and national databases. The student will provide a written report of the results or electronic access to the report upon arriving at Facility. At Facility’s request, any student provided to Facility will submit to a more extensive criminal background check.
- m) confirm that each student is aware of and complies with the Employee Health policies and procedures of Facility; and
- n) ensure that each student and University faculty member at all times while at Facility wears a name tag, badge, or other identifying label that clearly states the student or faculty member’s identity and the name of University.

2.0 RESPONSIBILITIES OF FACILITY

Facility shall:

- a) provide cooperation to promote success of the Program;
- b) provide equipment and supplies which are necessary for the treatment of Facility’s students at Facility;
- c) provide work space for students at the Facility;

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- d) as available, provide suitable clinical experience situations as prescribed by the curriculum provided by University;
- e) assist with clinical teaching and supervision of agreed upon number of students in the Program;
- f) upon request by University, formally evaluate performance of students in the Program using the form provided by University;
- g) retain responsibility for Facility's students' care;
- h) reserve the right to determine the manner in which its equipment shall be operated;
- i) to the extent allowed by law, assume no professional or financial liability for injury to students or faculty except that which might occur as a member of the public; and
- j) provide access to acute emergency care at student's expense in the event of an accident or injury to a student on Facility's campus.
- k) any student provided to Facility will submit to a drug test at request of Facility. The University will be responsible for the reasonable cost of the test and will pay for such upon receipt of the bill;
- l) Provide an orientation of Facility and assigned care areas to student.

3.0 RESPONSIBILITIES OF UNIVERSITY AND FACILITY

University and Facility shall:

- a) agree upon the number of students to be placed in Facility for clinical rotations prior to the beginning of each semester in which students are assigned to and accepted by Facility;
- b) understand there will be no exchange of monies between the University and the Facility for this Program;
- c) revise or modify this Agreement in writing if both parties agree to the revisions or modifications; and
- d) comply with all applicable federal and state laws, rules and regulations.

4.0 TERM AND TERMINATION

This Agreement shall remain in effect for three (3) years beginning on the signature date below and ending 3 years later unless sooner terminated as provided herein. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party by certified mail, return receipt requested. The termination shall not take

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effect until students who are enrolled at the time such notice is given have completed the courses in which they are enrolled. Notwithstanding the foregoing, the District may immediately suspend or terminate any placement or this Agreement for safety, legal, or policy concerns. In such cases, continuation or completion of a Student's rotation is at the District's sole discretion.

5.0 NOTICE

Any notice, request or other communication required to be delivered under this Agreement shall be in writing and shall be deemed to have been given or made if delivered personally, by overnight delivery service, by United States mail, to the parties at the following addresses, or at such other addresses as shall be specified in writing by either of the parties to the other in accordance with the terms and conditions of this subsection:

If to Facility: Duncanville ISD
710 S. Cedar Ridge Drive
Duncanville, Texas 75137

If to University: Abilene Christian University
ACU Box 28084
Abilene, TX 79699
Attn: CHBS Dean

6.0 STATUS OF STUDENTS

University and Facility understand and agree that while faculty and students are participating in the Program, faculty and students are not employees of Facility. Accordingly, faculty and students are not entitled to any of the rights or benefits established for Facility's employees, such as salary, vacation, sick leave with pay, paid holidays, insurance, and/or worker's compensation coverage.

7.0 MISCELLANEOUS

7.1 Non-discrimination. University and Facility shall not unlawfully discriminate in their respective performance of this Agreement.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both parties.

7.3 Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for litigation of any

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dispute arising under this agreement or any lawsuit to enforce or interpret this Agreement shall be in an appropriate court located in Dallas County, Texas. The parties agree that Dallas County is the county in which performance of this Agreement shall take place.

- 7.4 Severability. Should any clause or provision of this Agreement be held or ruled unenforceable or ineffective by a court of law, such a ruling will in no way affect the validity or the enforceability of any other clause or provision contained herein.
- 7.5 No Waiver. No waiver by University or Facility of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or affect the exercise of any other right or remedy provided herein.
- 7.6 Confidentiality. University acknowledges that the intent of federal and state privacy laws, is to assure that Confidential Information, will remain confidential and will be used only by those with appropriate authority as necessary to fulfill the purpose of this Agreement. University acknowledges that students, faculty and other University representatives may access Confidential Information during the performance of their function under this Agreement. As such, University represents and warrants that its agents, employees and representatives (collectively hereinafter "Representatives") will maintain such information as confidential and will not disclose such information to third parties or other Representatives of University, who do not require the information in order to fulfill this Agreement, except as permitted by law or order of the court. Should University, through its Representatives, for any reason otherwise disclose the information, University will immediately notify Facility. University warrants that it will train all Representatives concerning this provision of the Agreement.
- 7.7 Open Government. Notwithstanding the foregoing, Facility is subject to the Texas Open Meetings Act, Chapter 551, Texas Government Code ("TOMA") and the Texas Public Information Act, Chapter 552, Texas Government Code ("TPIA"). Any duty of confidentiality that Facility has under this Agreement shall be subject to the legal requirements of the TOMA and the TPIA.
- 7.8 No Arbitration. The parties agree that arbitration shall not be mandated for any dispute between the Parties arising out of or related to this Agreement.
- 7.9 Assignment. University shall not assign, transfer, or contract for the furnishing of services to be performed under this agreement without the written approval of Facility. University will remain fully liable for the performance of its obligations under the Agreement despite University's assignment of the Agreement.

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7.10 Powers. This Agreement does not create a partnership or a joint venture, and neither Party has the authority to bind the other Party.

7.11 Limitation of Liability. Facility understands and agrees that University has certified no funds under this Agreement, and University shall have no cause of action whatsoever for money against Facility under this Agreement irrespective of the nature thereof. Facility's sole remedy for breach of any provision of this Agreement is termination.

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7.12 Immunity. Nothing in this Agreement shall waive or be deemed to waive the immunities of Facility, including but not limited to governmental immunity, sovereign immunity or any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

7.13 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7.14 Third Parties. This Agreement does not create any third-party beneficiaries. Nothing in this Agreement or any attachment shall be construed to create, expand, or form a basis for liability to any third-party under any theory of law against either Facility or University unless such a basis exists independent of this Agreement under state and federal law.

EFFECTIVE the date set forth above. Executed as of the dates below, by and between University and Facility through their duly authorized officers, thereby binding themselves, their successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

FACILITY:

By: _____
(Signature)

Name: _____
(Printed)

Title: _____
Date: _____

ABILENE CHRISTIAN UNIVERSITY:

By: _____
(Signature)

Name: _____
(Printed)

Title: _____
Date: _____