

**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 October 22, 2024, 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 "District," and **Canutillo Independent School District, P.O. Box 100, Canutillo, TX, 79835** hereinafter referred to as "Affiliate"

RECITALS

It is the desire of both parties that students enrolled in the Health Career Education Programs and Nursing Program at the District be provided the benefit of educational facilities and resources at the affiliate for practical experience in clinical service and procedure. It is recognized that the District 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 District and the Affiliate that 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 three years** 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.

Section 2-Responsibilities of District

2.01 It shall be the responsibility of the District 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 will provide the Affiliate with a specific educational program to be carried out at the Affiliate.

2.02 The District 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.

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

2.04 The District agrees that all of its instructors and students will abide by the policies and regulations of the Affiliate and any pertinent state, federal or accreditation regulations while using its facilities.

2.05 The Faculty of the District will supervise and evaluate the 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 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 students. If appropriate, affiliate preceptors may provide input on student evaluations, competency assessments, and professionalism to the assigned District faculty. It is understood that students may be present in the Affiliate for purposes of observation without direct supervision by District instructors or affiliate preceptors. During such observation, students will, at no time, perform direct patient care services.

2.06 In cooperation with Affiliate's designated representative, the District will familiarize the students and instructors with the Affiliate's facilities, procedures, personnel policies, standards and code of ethics. In addition, the District 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 will furnish each semester to the Affiliate's designated representative a rotation plan of students setting forth the number of participating students, the dates and hours and, the assigned areas that the students will be participating. Any changes in the plan will be immediately brought to the attention of the same.

2.08 The District will provide the Affiliate evidence of immunizations, including Hep C, tuberculin testing, background checks, substance abuse testing, and CPR certification for Health Career Education Program students and instructors.

2.09 Malpractice liability insurance shall be carried by District 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

be notified of any change or termination in coverage. The District 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.

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. The District will advise faculty and all students assigned to affiliate regarding the confidentiality of patient-client records and patient-client information imparted during the training experience. The District 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.

Section 3-Responsibilities of Affiliate

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

3.02 The Affiliate shall make available to the District 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 District.

3.03 The 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 District. 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.

3.04 The Affiliate shall provide suitable clinical experience in so far as possible based on the availability of patients, sufficient number of personnel and clinical materials recognizing the possible necessity of the District transferring students to other agencies which can provide experience in specific clinical services in the event of the unavailability of above.

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 District. If appropriate, said affiliate preceptors/designated staff may provide input on student evaluations, competency assessments, and professionalism to the assigned District faculty based upon the documents provided by the District outlining program/course objectives, professionalism and accreditation requirements.

3.06 When appropriate, the Affiliate shall designate, at no cost to the District, 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.

3.07 The Affiliate will observe the District'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 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 that the Affiliate assumes no financial responsibility for the provision of such care; any financial responsibility remains the obligation of the student. It is expressly understood that students are not covered under either the District's or the Affiliate's Workers' 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.

3.10 The Affiliate shall instruct its personnel that only duly authorized persons may instruct, order, or direct District 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.

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 are ~~has been~~ documented in writing to the District.

4.03 Each student shall provide to the District the names of responsible parties to be notified in the event of illness or emergencies involving the student.

4.04 Each student shall possess physical and academic ability to profit from the clinical education and training provided at the Affiliate. There will be no discrimination on the basis of religion, age, gender, disability, race, color or national origin in the admission process and the educational programs of the District or by the Affiliate during the assigned education and training provided at the affiliate. Reasonable accommodation will be provided by the District and Affiliate for any disabilities identified in accordance with appropriate District policies and procedures.

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.

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 is legally capable, the District shall indemnify and hold the Affiliate harmless for losses suffered by the Affiliate due to injuries proximately caused 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 due to injuries proximately caused a third party by the negligent acts of Affiliate personnel or other non-District personnel. It is expressly understood that it is not the intention or purpose of this Agreement to create any liability against the District 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 3 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.

EXECUTED at El Paso Texas on the day and year above mentioned.

DISTRICT: El Paso COUNTY COMMUNITY COLLEGE DISTRICT

William Serrata, Ph.D.
President

DATE: _____

AFFILIATE:

Pedro Galaviz, Ed. D.
Superintendent, Canutillo ISD

Date: _____