



AFFILIATION AGREEMENT BETWEEN

AND

ALAMO COMMUNITY COLLEGE DISTRICT
On behalf of

This Affiliation Agreement (“Agreement”) is made effective on _____, 20__ (hereinafter referred to as the “Effective Date”), and entered into by and between Alamo Community College District, a public junior college district and a political subdivision of the State of Texas, on behalf of _____ College (hereinafter referred to as “Alamo Colleges”) and _____ (hereinafter referred to as “Facility”), collectively sometimes referred to herein as “the Parties.”

WHEREAS, Alamo Colleges has a curriculum in Allied Health and Nursing Education herein after referred to as “Program”;

WHEREAS, clinical practice is a required and integral component of the curricula of Allied Health and Nursing Education;

WHEREAS, Alamo Colleges desires the cooperation of facilities in the development and implementation of the clinical practice phase of the curricula; and

WHEREAS, Facility recognizes its professional responsibility to participate in the education of Allied Health and Nursing Education Students.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, Alamo Colleges and the Facility agree to the following Terms and Conditions:

TERMS AND CONDITIONS

1. **AFFILIATION.** Alamo Colleges and Facility hereby agree to affiliate for purposes of operating the Program. Facility authorizes Alamo Colleges to conduct the Program pursuant the Terms and Conditions of this Agreement within the Facility’s premises, and the Facility shall evaluate the methods used in the implementation of the Program and determine the impact that the Program is having on the operation of Facility. In the event that Facility determines, in its sole discretion, that the Program is adversely impacting the delivery of health care to its patients or is otherwise interfering with the appropriate operation of the Facility, Alamo Colleges, upon receiving thirty (30) days written notice from Facility, will modify the Program or discontinue operating the Program at Facility until the matter is resolved by the Parties.
2. **ALAMO COLLEGES’S OBLIGATIONS.** In operating the Program at Facility, Alamo Colleges agrees to:
 - 2.1 Assume full responsibility of the planning and implementation of Program including, but not limited to the clinical objectives and on-going evaluation of the performance of the assigned students;

- 2.2 Communicate directly with a designated member of the of the Facility staff regarding any matters relative to the operation of the Program at the Facility;
- 2.3 Notify Facility, of its planned schedule of student assignments, including the names of student, level of academic status, and length and dates of clinical practice for each student;
- 2.4 Advise the assigned student of the responsibility of complying with the existing rules and regulations of Facility;
- 2.5 Instruct assigned students and faculty that confidentiality of medical information of the patients of Facility must be maintained at all times by student and faculty of Alamo Colleges as required by law and the policies of Facility and that the obligation to maintain confidentiality shall continue even if this Agreement is terminated;
- 2.6 Be responsible for all administrative functions related to the assigned students;
- 2.7 Appoint a faculty member to provide the on-site supervisory and other professional administrative and managerial services for the Program as may be reasonably requested by Facility, including reporting to the “Clinical Preceptor” (defined in Subsection 3.5 herein); and
- 2.8 Maintain in force a policy of professional liability insurance for students and faculty with limits of one million (\$1,000,000.00) for each individual occurrence and three million (\$3,000,000.00) aggregate damage. Each student will be required to sign a waiver of release at the Facility.

3. **FACILITY’S OBLIGATIONS.** In operating the Program, Facility agrees to:

- 3.1 Provide appropriate facilities and equipment necessary, as determined in its discretion, for Alamo Colleges to conduct the Program;
- 3.2 Determine the number of students which it can reasonably accommodate during a given period of time and notify Alamo Colleges of such number;
- 3.3 Advise Alamo Colleges of changes in its personnel, operation, or policies which may affect the Program and/or the students’ clinical practice;
- 3.4 Provide to Alamo Colleges and make available to assigned students, a copy of the Facility’s current, applicable rules and regulations with which the students are expected to comply;
- 3.5 Designate a staff member who will be responsible for the supervision of assigned students, hereinafter referred to as “Clinical Preceptor,” who shall have sufficient education, training and experience in the individual discipline to adequately supervise the assigned students and when applicable, the Clinical Preceptor will adhere to the terms set forth in the form attached hereto as **Addendum A**, which is incorporated herein for all purposes;
- 3.6 Evaluate the performance of the assigned students on a regular basis as requested by Alamo Colleges and using the evaluation criteria established by Alamo Colleges; and
- 3.7 Retain ultimate responsibility for patient care.

4. **THE PARTIES' JOINT OBLIGATIONS.** In operating the Program, the Parties agree that:

- 4.1 In the event of the failure or refusal of an assigned student to follow the Facility's policies and procedures, rules and regulations or an assigned student poses a threat of injury or harm to Facility's patient(s), employee(s) or staff, Facility shall immediately notify Alamo Colleges and Alamo Colleges shall immediately remove the student from all patient contact and/or the premises of the Facility. The student shall be barred from the Facility until such time that the Parties agree on an appropriate course of action and the student poses no further risk; and
- 4.2 They shall comply with all applicable provisions of the Family Education Rights and Privacy Act ("FERPA") (20 USC §1232g), and all other applicable federal and state constitution, laws and regulations applicable to the performance rendered under this Agreement. The Parties agree to have in place and abide by a policy prohibiting sexual harassment that complies with applicable federal and state standards. Parties further agree to make no distinction on the basis of race, color, sex, religion, age, disability, national origin, veteran status or political affiliation. For the purpose of this Agreement, such distinctions include but are not limited to the following: Denying a person any service or benefit or availability of a facility; providing any service or benefit to a person which is different, or is provided in a different manner or at a different time, from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement, or condition which individuals must meet in order to be provided any service or benefit.
- 4.3 The assigned students shall not receive any remuneration from Alamo Colleges or Facility.

5. **TERM AND TERMINATION.**

- 5.1 This Agreement shall commence on the Effective Date stated herein above and shall continue until _____, 20____. This Agreement shall automatically renew for successive one (1) year terms thereafter. Either Party may terminate this Agreement, with or without cause, by providing the other sixty (60) days prior written notice of its intent to terminate. Termination shall be effective at the end of the semester during which notice is given. The Facility shall not be required to provide its facilities for clinical practice for students who enroll in the Alamo Colleges Program subsequent to the date of the notice of termination, and those students already assigned to receive clinical practice at the Facility shall have the opportunity to fully complete the course of study which is in progress.

6. **MISCELLANEOUS.**

- 6.1 **Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective on mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated under their names as set forth herein, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days notice to the other Parties in the manner set forth above.

ALAMO COLLEGES:

Campus: _____

Department: _____

Attention: _____

Title: _____

Address: _____

Room No.: _____

City/State: San Antonio, Texas 782__

With a copy to:

Attention: _____

Vice President for College Services

_____ College

San Antonio, Texas 782__

FACILITY:

Attention: _____

Title: _____

Department: _____

Address: _____

Room No.: _____

City/State/Zip: _____

- 6.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive federal laws of the United States and the internal laws and Constitution of the State of Texas.
- 6.3 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. This Agreement may not in total or part be assigned or transferred directly or indirectly to another subsidiary/agency without sixty (60) days prior written notice, delivered to the other Party in accordance with Subsection 6.1 herein.
- 6.4 Entire Agreement.** This Agreement, and any exhibits or addenda attached, contain the entire agreement among the Parties relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated. Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 6.5 Amendments.** Amendments or modifications may be made to this Agreement only in writing and duly executed by the Parties.
- 6.6 Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the

party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.

- 6.7 Severability.** It is intended this Agreement to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 6.8 Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 6.9 Captions.** The Section and Subsection headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section or Subsection.
- 6.10 Counterparts.** This Agreement may be executed in counterparts, each one of which shall be an original, and different parties may sign different counterparts, all of which shall constitute but one document.
- 6.11 Drafters.** Each Party to this Agreement has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either Party as drafter hereof.
- 6.12 Annual Review.** This Agreement shall be evaluated and reviewed annually by the Parties for the purpose of making any agreed revisions that may be deemed advisable or necessary.
- 6.13 No Third Party Beneficiaries.** Unless otherwise expressly specified elsewhere herein, nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties, including, but not limited to any faculty or students of Alamo Colleges, or any persons other than the Parties.

[Remainder of Page Intentionally, Left Blank]

**ALAMO COMMUNITY COLLEGE DISTRICT
(Alamo Colleges):**

FACILITY:

By: _____
Chancellor/President Date

Print Name: _____

Title: _____

By: _____
Signature Date

Print Name: _____

Allied Health Department

Approved as to Form Only:

Office of Legal Services Date

ATTACHMENT: Addendum A (Clinical Preceptor Form)

By: _____
Signature Date

Print Name: _____

Title: _____

Legal Name of Facility Owner

Facility Street Address

Facility Telephone: _____

Facility Email: _____

**VOCATIONAL NURSING PROGRAM
STUDENT / ALAMO COLLEGES FACULTY / CLINICAL PRECEPTOR ADDENDUM
TO AFFILIATION AGREEMENT BETWEEN**

**AND
ALAMO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF _____ COLLEGE**

Course #: _____

Student Name (Print): _____

Clinical Preceptor (Print): _____

Clinical Facility: _____

Instructor (Print): _____

A. *The Clinical Preceptor agrees to:*

1. Provide adequate and appropriate supervision of the student while in the clinical setting, following the objectives and policies of the course.
2. Provide feedback to the student regarding clinical performance.
3. Participate in the evaluation of the student's performance.
4. Notify the instructor immediately if concerns/questions arise as to the student's behavior or nursing competence.
5. At all times, take reasonable prudent action to protect the rights of clients.
6. Maintain open communication with instructor.
7. Meet the following qualifications:
 - competence in designated area of practice
 - philosophy of health care congruent with that of the nursing program
 - current licensure or privilege to practice nursing in the State of Texas

B. *The Student agrees to:*

1. Use the preceptor as a role model.
2. Obtain appropriate signatures on necessary forms.
3. Follow the objectives and policies of the course.
4. Accept accountability for achieving the course objectives and the clinical performance criteria as stated in the course clinical evaluation and preceptor evaluation tools.
5. Notify, in advance, the clinical facility and instructor if absent or tardy.
6. Keep the preceptor and instructor informed of learning activities.
7. Be accountable for own nursing actions while in the clinical facility.
8. Respect the confidentiality of all information with regard to the client and agency's records.
9. Collaborate with the preceptor and instructor in evaluation of learning experiences.
10. Practice within the Texas Nurse Practice Act and according to professional standards of practice.
11. Uphold agency policies and procedures.
12. Show evidence of adequate preparation for the clinical experience.
13. Maintain professional attire in accordance with program and facility policy.
14. Maintains professional attitude with clients, staff, and preceptor.

C. *The Instructor agrees to:*

1. Provide the preceptor and student with course objectives and expectations/guidelines at the beginning of the experience. Appropriate forms will be provided during the experience.
2. Be available for consultation with student and/or preceptor via phone or in person during scheduled

clinical hours.

3. Participate in collaboration with student and preceptor in evaluation of the student's mastery of the course objectives.
4. Assign a grade for the student's clinical evaluation at the completion of the clinical experience using input from the preceptor's evaluation.
5. Assure student compliance with immunizations and CPR.

D. All Parties agree:

1. That none of the parties incur any responsibility for financial exchange whether in monies or in kind.
2. To promote and maintain direct, open communication. Should problems or conflicts arise, each agrees to discuss them directly with the person involved and work toward mutual resolution.
3. To respect the confidential nature of the learning experience and the health care setting.
4. That the period of Clinical Preceptor designation shall be in effect beginning _____ and shall end on _____.

Student Signature: _____
Date _____

Clinical Preceptor signature: _____
Date _____

Instructor signature: _____
Date _____

1. For each designated Clinical Preceptor, the Instructor/Department will make a copy of the original Addendum (already signed by Alamo Colleges and Facility).
2. The student, Clinical Preceptor, and Instructor will sign the copy.
3. The Department at the College **MUST** keep the fully executed Addendum, for each designated Clinical Preceptor, with the signed Affiliation Agreement.
4. A copy of the fully executed Addendum may be distributed to the Facility and student upon request.

***Authorized parties shall sign this Addendum on behalf of Alamo Colleges and Facility.

<p>ALAMO COMMUNITY COLLEGE DISTRICT (Alamo Colleges):</p> <p>By: _____ Signature Date</p> <p>Print Name: _____</p> <p>Title: President, _____ College</p>	<p>FACILITY:</p> <p>By: _____ Signature Date</p> <p>Print Name: _____</p> <p>Title: _____</p>
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The original shall be attached to the Affiliation Agreement and kept in the Department at the College.
Copies of the Addendum signed by Alamo Colleges and Facility shall be made on an as needed basis, when a Clinical Preceptor is designated, and will be signed by the student, instructor and Clinical Preceptor as instructed above.