AFFILIATION AGREEMENT

This agreement dated XXXXXXXXXXX is between TEXAS STATE UNIVERSITY (TEXAS STATE), acting through its College of Health Professions, and XXXXXXXXXXX (Facility). In this agreement all clinical training, fellowships, internships, preceptorships or field experiences will be referred to as “clinical education experiences.” In consideration of the mutual promises herein contained, the parties agree as follows:

1. TERM OF AGREEMENT

1.01 Term: This agreement is for a term of one year and shall commence on XXXXXXXX and continue until terminated by either party’s giving one year’s written notice to the other.

1.02 Early Termination: If either party terminates this agreement before the expiration date shown in the preceding paragraph, the Facility will not be required to provide any clinical education experiences for students who enroll in a health profession major after the date of the notice of termination. However, if early termination does occur the Facility agrees to permit students already assigned for clinical education experiences at the Facility to fully complete the clinical education experience.

2. DUTIES OF THE FACILITY

2.01 Use of Facilities: In order that students may obtain practical clinical education experiences as a part of their educational studies at TEXAS STATE, the Facility will permit students enrolled in the College of Health Professions at TEXAS STATE to use its facilities, equipment, library, and supplies, within the guidelines and restrictions established by the Facility. The Facility retains the right to accept or reject any proposed student at any time without cause.

2.02 Duties and Activities: The parties’ representatives will work together to determine the specific clinical education experience that TEXAS STATE students will perform. The parties may add additional health profession programs to the agreement by revising Addendum A.

2.03 Equipment Provided by Facility: The Facility will provide and maintain (or cause to be provided and maintained, if appropriate) such facilities, equipment and supplies, as it deems necessary for the students’ performance of their clinical education experience activities under this agreement.

2.04 Safety Equipment Provided by the Facility: The Facility, as it deems necessary and proper, shall make available the necessary safety equipment and supplies. The Facility shall also provide orientation for the students to the Facility.
2.05 **Student Health Needs:** The Facility is not required to provide health services to TEXAS STATE students or faculty members who supervise their clinical education experiences under this agreement except in emergency situations. The student or faculty member requiring emergency care is responsible for paying the costs associated with providing such care.

2.06 **No Employer-Employee Relationship:** The TEXAS STATE students subject to this agreement will perform their clinical education activities as part of their academic requirements in the College of Health Professions at TEXAS STATE. Consequently, no compensation or payment of any kind is due such students by the Facility and there is no employer-employee relationship between the Facility and the student during the clinical education experience. Conversely, the Facility will not charge such students or TEXAS STATE any fee or other amount for the use of its facilities, equipment, library or supplies under this agreement.

2.07 **Educational Support:** The Facility has the option to support the clinical education activities of TEXAS STATE students through a financial stipend or other types of subsidies for housing, parking, or meal costs. Such support is for the purpose of supporting the clinical education and will not constitute an employer-employee relationship between the Facility and the student.

2.08 **Student Supervision:** The TEXAS STATE students completing clinical education experiences in the Facility shall be subject to supervision by the Facility’s staff at all times. The supervision will follow the appropriate professional guidelines and jurisdictional regulations established for the health care profession for which the student has been assigned.

### 3. DUTIES OF TEXAS STATE

3.01 **Supervision:** TEXAS STATE will be responsible for assignment, evaluation, counseling and guidance of students assigned to the Facility. Each Department or Program within the College of Health Professions will provide a faculty or staff member to supervise the clinical education experiences for its students and as appropriate for that profession. The Schools, Departments and Programs, as well as a faculty representative for each are identified in Addendum A.

3.02 **Salaries of Instructors:** The salaries and expenses of regular TEXAS STATE faculty members will be paid by TEXAS STATE and there will be no employer-employee relationship between the Facility and TEXAS STATE faculty members.

3.03 **Joint Appointments:** The parties agree that employees of the Facility may hold joint appointment serving as unpaid members of TEXAS STATE faculty. Likewise, employees of TEXAS STATE may hold unpaid positions with the Facility, as permitted by Facility’s policies and appropriate By-Laws. Consent of the primary employer is required prior to finalizing the joint appointment.

3.04 **Consultant Services:** TEXAS STATE faculty members may, at their option, and to the extent that it does not interfere with their duties at TEXAS STATE, provide in-service education and serve on committees of the Facility, without charge to the Facility, when requested by the Facility. The Facility may, at its own discretion, provide payment for consultative services.
3.05 **Schedules**: TEXAS STATE will provide the Facility with the appropriate schedules indicating the time period during which the students are expected to perform their clinical education experience activities at the Facility.

3.06 **Students’ Records**: TEXAS STATE will maintain student records to meet accepted educational and professional accreditation standards.

3.07 **Student Assignment**: In cooperation with the Facility, TEXAS STATE will arrange for student assignments at the Facility to complete clinical education experiences required by the health care profession.

3.08 **Policies and Procedures**: TEXAS STATE will require students to abide by all policies and procedures of the College of Health Professions, the School, Department or Program for which they are completing the clinical education experience, and the Facility. The basic education for compliance with HIPAA will be the responsibility of the School, Department or Program and will be completed prior to the student’s assignment to the Facility.

3.09 **Professional Liability Insurance**: TEXAS STATE will require all students enrolled in a College of Health Professions major to purchase professional liability insurance under a blanket policy in the minimum amount of $1,000,000 per claim/$3,000,000 in the aggregate prior to participating in clinical education experiences. This blanket policy will also cover TEXAS STATE faculty members who provide academic or clinical teaching under this agreement. TEXAS STATE will furnish a copy of this policy to the Facility upon request.

3.10 **Immunization Requirements**: TEXAS STATE will require all students participating in clinical education experiences involving patient contact or exposure to patient specimens to submit a health report to their appropriate department or program chair. A Licensed Health Care Provider must complete the health report, which will indicate completion of immunizations for mumps, measles, rubella, tetanus, diphtheria, pertussis, meningitis, a chest x-ray or TB test (PPD/QFT), varicella, the Hepatitis B vaccine series (Addendum B), and proof of annual Flu Shot/H1N1. TEXAS STATE’s department or program will maintain these records and furnish them to the Facility upon request. The program may be requested to provide a Health Certificate completed by a licensed health care provider (Addendum C) by the Facility.

3.11 **Infection Control Training**: TEXAS STATE agrees to provide those students who may be involved in patient care with comprehensive infection control training, including bloodborne pathogens, prior to rotation at the Facility.

3.12 **Criminal Background Check**: As of September 1, 2005, Texas State will inform students that the Facility may require criminal background checks for all students, at the student’s expense.

3.13 **Drug Testing**: As of September 1, 2014, TEXAS STATE will inform students that the Facility may require drug testing for all students, at the student’s expense.
3.14 **Employment Verification**: As of September 1, 2014, TEXAS STATE will inform students that the Facility may require employment verification for all students, at the student’s expense.

4. **INDEMNITY**

4.01 **Injury to Students**: To the extent permitted by Texas law, TEXAS STATE shall hold the Facility, its officers, agents, representatives and employees harmless from liability resulting from injury or illness to students except for claims resulting from tortious conduct or gross negligence of the Facility, its officers, agents, representatives, or employees, or any person or entity not subject to TEXAS STATE’s supervision or control. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by TEXAS STATE of its constitutional, statutory or common law rights, privileges, immunities or defenses.

5. **CASE RECORDS AND HISTORIES**

5.01 **Property of Facility**: All case records, case histories and regular files concerning patients at the Facility or parties consulted; interviewed or cared for by the TEXAS STATE students pursuant to this agreement shall belong to and remain the property of the Facility.

5.02 **Confidentiality**: All TEXAS STATE students and faculty members will agree to maintain the confidentiality of client’s records to which they might have access, in accordance with the Facility’s policies.

6. **MISCELLANEOUS**

6.01 **Non-Discrimination**: No person shall be excluded from participation in, denied the benefits of, or be subject to discrimination under any program and activity sponsored or conducted by TEXAS STATE on any basis prohibited by applicable law, including, but not limited to, race, color, age, national origin, religion, sex, or disability.

Additionally, in their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

6.02 **Texas Law to Apply**: This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.

6.03 **Only Agreement**: This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between parties respecting the within subject matter.
EXECUTED on the day and year first above written.

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<tr>
<th>Facility Name</th>
<th>Ruth B. Welborn, Ph.D.</th>
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<tbody>
<tr>
<td>Address</td>
<td>Dean, College of Health Professions</td>
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<tr>
<td>City, State, Zip</td>
<td>Texas State University</td>
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