

AFFILIATION AGREEMENT FOR STUDENT CLINICAL EXPERIENCE

This Affiliation Agreement (“Agreement”) is executed by and between Texas Tech University Health Sciences Center, a public institution of higher education located in Lubbock, Texas, on behalf of its School of Nursing, (“University”) and Mangum Regional Medical Center (“Facility”). University and Facility may be referred to herein individually each as a “Party” or collectively as the “Parties.”

Background

- Facility operates a licensed and accredited medical facilities at 1 Wickersham Dr, Mangum, Oklahoma 73554
- University enrolls students in an accredited school which requires clinical experience as part of the educational process.
- The Parties desire to advance the field of nursing and aid in meeting the increasing demand for trained healthcare professionals and to make available better health care services to patients.
- The Parties agree it is of mutual interest and advantage that the students of the University be given an opportunity to utilize the programs and services at the Facility for clinical experience in their educational process as set forth in this Agreement.

Agreement

Now therefore, in consideration of the foregoing and in further consideration of the mutual benefits, the Parties agree as follows:

Article 1 Term and Termination

- 1.1 **Initial Term.** The original term of this Agreement is for one year beginning April 11, 2024 and ending on April 10, 2025.
- 1.2 **Renewal.** Upon expiration of the original term of this Agreement, this Agreement shall be automatically renewed on an annual basis, or unless terminated by either Party.
- 1.3 **Termination.** Either Party may terminate this Agreement at any time with or without cause by providing thirty (30) days written notice to the other Party. Students assigned at Facility when termination notice is given shall be permitted to complete their current semester at University’s option.
- 1.4 **Annual Review.** This Agreement must be reviewed and evaluated annually by University and Facility at least 2 months prior to expiration of the current term of this Agreement for the purpose of mutually agreed upon revisions which may be deemed advisable or necessary and which will be set forth in a written amendment to this Agreement executed by both Parties.

Article 2 Facility Responsibilities

Facility shall:

- 2.1 **Facility Use.** Allow the use of its facilities for the University student clinical experience requirement.
- 2.2 **Supervision.** Provide clinical staff supervision of students by currently licensed professionals in the field of expertise identified on page one.
- 2.3 **Confidentiality.** Make available access to patients and medical records for University faculty and students as part of the clinical experience requirement. Facility agrees that students who are participating in the practicum are part of Facility’s workforce, as that term is defined under HIPAA regulations, and subject to confidentiality obligations applicable to Facility’s employees and others under its control.
- 2.4 **Patient Care.** Maintain authority and responsibility for care given to its patients.



- 2.5 **Review.** Periodically review the clinical experience efforts and number of students to participate as mutually agreed by the Parties prior to the beginning of the clinical experience, and participate if requested by University in program review activities directed toward continuing program improvement.
- 2.6 **Administration.** Maintain authority and responsibility for policies, procedures, and administrative guidelines in the operation of the Facility. The Facility will provide for the orientation of University's participating students as so such policies, procedures and administrative guidelines. The Facility agrees to promptly inform the University of any changes in the Facility's policies, procedures, and/or staff that might adversely affect the field experiences of the student placed under this Agreement.
- 2.7 **Staff Participation.** Encourage its staff to participate in the educational activities of University.
- 2.8 **Removal Notice.** Facility agrees that it will give at least five (5) business days prior written notice to University if it desires to remove a student from the practicum assignment, except in an emergency or when immediate removal is necessary for safety of patients or others. Removal shall not be based on constitutionally impermissible reasons.
- 2.9 **Emergency Care.** Provide emergency medical care for students as needed, at student's expense.
- 2.10 **FERPA Requirements.** To the extent Facility generates or maintains educational records related to the participating students, the Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University's records is required by Facility to carry out the clinical experience. Facility agrees that it will not further disclose personally identifiable information about any student that it receives from University pursuant to this Agreement, unless the student consents in writing to such disclosure or unless Facility can otherwise legally disclose the information under FERPA. In consideration for the personally identifiable information, Facility expressly warrants and represents that it will not use the student information provided by University for any purpose other than to comply with the terms of its Agreement with University unless otherwise required by law.
- 2.11 **Insurance Requirements.** Provide proof that it maintains general liability insurance in an amount that is commercially reasonable.

Article 3 University Responsibilities

University Shall:

- 3.1 **Program Responsibility.** Maintain the authority and responsibility for education programs for its students which may be conducted at Facility.
- 3.2 **Faculty Liaison.** Provide a qualified faculty member to serve as a liaison for the student's learning experience at the Facility.
- 3.3 **Insurance.** Maintain professional liability insurance for its students during the term of this Agreement and any extensions thereof.
- 3.4 **Confidentiality.** Inform its students of the requirement to comply with applicable Facility policies and procedures, including confidentiality, and that publication or other disclosure by either University students or faculty of any information or material obtained as a result of this clinical experience is prohibited, unless prior written approval is obtained from University and Facility.



Article 4
General Provisions

- 4.1 **Amendment.** This Agreement may be amended in writing to include any provisions that are agreed to by the Parties.
- 4.2 **Governing Law; Venue.** This Agreement and all of the rights and obligations of the Parties and any claims arising from this Agreement will be construed, interpreted, and governed by the laws of the State of Texas. Venue shall be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.
- 4.3 **Assignment.** Neither this Agreement, nor any rights or obligations of monies due hereunder are assignable or transferable without University's prior written agreement. Facility will not assign or sub-award any portion of the Agreement without University's prior written approval, which will not be unreasonably withheld.
- 4.4 **Severability.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances will remain valid and in full force and effect.
- 4.5 **Independent Contractor.** Nothing in this Agreement is intended nor shall it be construed to create an employer/employee relationship between contracting Parties or the students engaged in the practicum. The sole interest and responsibility of the Parties is that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. This Agreement does not form a joint venture or partnership. University will not be responsible for the Federal Insurance Contribution Act payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will University furnish any medical or retirement benefits or any paid vacation or sick leave. Facility is responsible for conduct of its business operation.
- 4.6 **Notices.** Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Party to this Agreement shall be in writing and will be deemed served when personally delivered to the Party to whom these are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:
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|--------------------------------|--|
| Mangum Regional Medical Center | Texas Tech University Health Sciences Center |
| ATTN: Kelley Martinez | ATTN: Contracting Office |
| 1 Wickersham Dr. | 3601 4th Street, STOP 6217 |
| Mangum, Oklahoma 73554-9117 | Lubbock, Texas 79430 |
| | contracting@ttuhsc.edu |
- 4.7 **Entire Agreement; Modifications.** The Agreement supersedes all prior agreements, written or oral, between Facility and University and will constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended, or altered except in writing signed by representatives of University and Facility with valid signature authority.
- 4.8 **E-Signatures.** This Agreement may be executed in two or more counterparts, each of which are deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, have the same effect as physical delivery of the paper document bearing the original signature.



Texas Tech University Health Sciences Center:

Mangum Regional Medical Center:

Penny Harkey
Penny Harkey (Apr 23, 2024 12:29 CDT)
Signature

Signature

Penny Harkey
Name

Name

Executive Vice President
Title

Title

04/23/2024
Date

Date

