

AFFILIATION AGREEMENT

This Affiliation Agreement, hereinafter referred to as the “Agreement”, is made and entered into by and between **Texas State Technical College**, an institution of higher education and an agency of the State of Texas (hereinafter referred to as “TSTC”), and **Mission Fire Department**, with its principal place of business at 415 W. Tom Landry | Mission, Texas 78572 (hereinafter referred to as the “Facility”). Facility and TSTC may individually be referred to as a “Party” or collectively as “Parties” to this Agreement.

Now, therefore, the Parties agree as follows:

Article 1. TSTC RESPONSIBILITIES

- 1.01 Plan and Administer: In consultation with representatives of the Facility, plan and administer the educational program for its students assigned to the Facility.
- 1.02 Placement Plan: Provide the Facility with its overall plan for the placement of students at Facility prior to the commencement of the academic term. The plan shall include details of the TSTC’s clinical program at the Facility, including the objectives, and approximate number of students for each term, dates, times, and levels of each student’s academic preparation. The TSTC shall work with the Facility to modify its clinical program as necessary to accommodate the reasonable requirements of the Facility.
- 1.03 Provide Names of Students: Provide the names of students as soon as possible after registration for each semester, but in no event later than one week before the beginning of the placement at the Facility.
- 1.04 Pre-Placement Instruction: Provide pre-placement instruction to each student in accordance with standards mutually agreeable to both Parties, and to present for placement at the Facility only those students who have satisfactorily completed the pre-placement instructional program.
- 1.05 Instruction of Regulations and Procedures: Instruct its students assigned to the Facility with regard to general regulations and procedures which the Parties have agreed are necessary, including those regulations regarding:
 - a. Confidentiality of client/patient and Facility records and information.
 - b. Authority of Facility staff over patient care and Facility administrative operations.
- 1.06 Educational Records: Maintain all education records and reports relating to the educational program of its students at the Facility, and to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
- 1.07 Insurance: Inform each student submitted for placement of the requirement to have in force a policy of health insurance, and of the substantial monetary liability that the student might incur as a result of failure to have such insurance in force. If applicable, inform students of the requirement to purchase needlestick, accident, and professional liability insurance.
- 1.08 Immunizations: TSTC will provide Facility documentation that each student will be up to date on immunizations and screenings to include TDap, Measles-Mumps-Rubella vaccination or a titer proving immunity, Hepatitis B vaccine series or a titer proving immunity, Influenza Vaccination for the current vaccination year, Varicella vaccination or a varicella titer proving immunity and a TB screen within the last year prior to start of clinical rotation or require student to submit such documentation prior to clinical rotation.

- 1.09 Drug Screen: TSTC will ensure each student will have a drug screen upon enrollment into the program or if there is a break in enrollment, and submit it to Facility at the start of clinical rotation. Facility can request a drug screen at student's expense if the Facility suspects student impairment.
- 1.10 Background Check: TSTC will provide Facility with state and federal criminal background checks on student and all known student aliases if required by TSTC upon entry to the program or student shall undergo a criminal background check at his/her expense and submit results at the start of clinical rotation.

Article 2. FACILITY RESPONSIBILITIES

- 2.01 Plan and Administer: Plan and administer all aspects of, retain primary and ultimate responsibility over the quality of, and have final responsibility, authority and supervision over all aspects of, patient care, clinical services, plant operations, etc. at its facilities.
- 2.02 Supervision of Student: Provide qualified supervision of TSTC students during their placement. Facility supervisory personnel may, in an emergency, or in certain cases based upon applicable standards of patient care, client service, plant operations, etc., temporarily relieve a student from a particular assignment or require that a student leave an area or department pending a final determination of the future status of the student by the Parties. TSTC students shall at all times abide by such supervision.
- 2.03 Placement of Students: Cooperate with TSTC in the planning and conduct of the student's placement in order that such placement is appropriate to the TSTC's educational objectives.
- 2.04 Facility: Make available to students the use of its cafeteria, conference rooms, dressing or locker rooms, library or any other appropriate facilities as available and required by the educational program, without charge except for food consumed by the students.
- 2.05 Pre-Placement Instruction: Provide the TSTC with all rules, regulations, procedures and information necessary for pre-placement instruction prior to the commencement of the academic term.
- 2.06 Release and Withdrawal of Student:
- a. Have the authority to refuse any student who has previously been discharged for cause, relieved of responsibilities for cause or who would not be eligible to be employed by the Facility. Facility shall notify TSTC of its refusal to accept a student and its reasons for doing so in writing, prior to the commencement of the academic term.
 - b. Have the authority to require the withdrawal of any student from their placement at Facility for any reason and TSTC shall immediately comply with such request. The notice of required withdrawal of a student shall be in writing and shall state the reason(s) for the the required withdrawal.
 - c. In the event TSTC does not agree with the Facility's refusal to accept a student or the Facility's notice of required withdrawal of a student placed at Facility, it shall provide the Facility with a written statement setting forth its reasons for any such disagreement within ten (10) business days after receipt of Facility's written notice.
- 2.07 Insurance: Intentionally deleted.
- 2.08 Student Information: Acknowledge that that the education records of students assigned to Facility are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. Further, Facility

agrees to maintain the confidentiality of student educational records in accordance with the provisions of FERPA.

Article 3. MUTUAL RESPONSIBILITIES

- 3.01 Students Are Not Employees: Students assigned to this clinical, field or internship experience shall not be deemed to be employees of either Party and thus are not covered by TSTC or Facility for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose. Each student is placed with the Facility to receive this educational experience as a part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time shall students replace or substitute for any employee of the Facility. This provision shall not be deemed to prohibit the employment of any such student by either Party under a separate employment agreement. The TSTC shall notify each student of the contents of this paragraph.
- 3.02 Monetary Consideration: There shall be no monetary consideration paid by either Party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The Parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to the TSTC and the Facility.
- 3.03 Non-Teaching Designator: No provision of this Agreement shall prevent any patient, client, etc. from requesting not to be a teaching patient, client, etc. or prevent any member of the Facility's staff from designating any patient, client, etc. as a non-teaching patient, client, etc.
- 3.04 Extension of Rights: This Agreement is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Facility and the TSTC; without limiting the generality of the foregoing, no rights are intended to be created for any patient, client, etc., student, parent or guardian of any student, employer, or prospective employer of any student.

Article 4. TERM AND TERMINATION

- 4.01 Term: This Agreement shall be effective as of Upon Execution and continue for an initial term of thirty-six (36) months and shall automatically renew for two (2) successive twelve (12) month periods unless notice is provided ninety (90) days prior to the end of the then renewal term.
- 4.02 Termination for Convenience: Either TSTC or Facility may terminate this Agreement, without cause, upon 30 days written notice. Should notice of termination by TSTC be given, any student then placed at Facility for clinical, field or internship experience in any program shall be given the opportunity to complete the full program during that instructional period.
- 4.03 Loss of Funding: If the Agreement term is greater than one year, then performance by TSTC under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Texas State Technical College System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then TSTC will issue written notice to Facility and TSTC may terminate the Agreement without further duty or obligation hereunder. Facility acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TSTC.

Article 5. INDEMNIFICATION

5.01 Intentionally deleted.

Article 6. OTHER TERMS AND CONDITIONS

- 6.01 Venue; Governing Law: As required by Chapter 135 of the Texas Education Code, McLennan County or Travis County, Texas, will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 6.02 Texas Public Information Act: Notwithstanding any provisions of this Agreement to the contrary, the Facility understands that TSTC will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.
- 6.03 Amendments to Agreement: No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing, signed by both TSTC and the Facility.
- 6.04 Entire Agreement: Notwithstanding the provisions in Article 1, this Agreement supersedes all prior agreements, written or oral, between Facility and TSTC 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 TSTC and Facility in approved Change Orders and memorialized in an amendment to this Agreement.
- 6.05 Sole Conduct: In the performance of their respective duties and obligations under this Agreement, both Parties are independent contractors, and neither is the agent, employee or servant of the other, and each is responsible for only its sole conduct.
- 6.06 Compliance with Laws: Each Party agrees to comply with and to be separately responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to their respective activities under this program. Both Parties promise to not discriminate on the basis of race, color, creed, age, sex, national origin, religion, or disability.
- 6.07 Counterparts: This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

Article 7. NOTICE

7.01 Any and all notices given under this Agreement shall be directed, in writing, to:

TSTC:

Brandon Hernandez
Dean of Health Science
119 North Lowrance Rd
Red Oak, Texas 75154
Email: brandon.hernandez@tstc.edu

WITH COPY TO:

Office of Contract Administration
a division of Finance
3801 Campus Drive
Waco, Texas 76705
Email: contractadmin@tstc.edu

FACILITY:

Chris Navarrete
415 W. Tom Landry
Mission, Texas 78572
Email: cnavarrete@missiontexas.us

IN WITNESS WHEREOF, duly authorized representatives of the Parties have agreed to the terms of this Agreement and thereby execute and deliver this Agreement to the other Party.

TEXAS STATE TECHNICAL COLLEGE

MISSION FIRE DEPARTMENT

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date