STUDENT CLINICAL EXPERIENCE:
PROGRAM AND INSTITUTIONAL AFFILIATION AGREEMENT

Angelo State University
College or Department:
ASU Station #
San Angelo, Texas 76909-
Phone ( ) / Fax ( )

For Department of Origin Use Only

Department of Origin: _____

Department Approval: _____

For Contract Admin. Use Only

Contract Admin. Approval: _____

Contract Number: _____

Description:

Facility: _____ Phone #: _____

Facility Representative: _____ Fax #: _____

Address: _____ Email: _____

Original Agreement Term: Begin Date _____ End Date _____

Programs Covered: ○DPT ○LVN-RN ○BSN ○MSN ○RNFA ○FNP

This agreement is made and entered by and between _____, hereinafter called "FACILITY" and ANGELO STATE UNIVERSITY, an institution of higher education of the State of Texas, and member, Texas Tech University System, *College of Health and Human Services, Department of Nursing and Rehabilitation Sciences, San Angelo*, Texas, hereinafter called "ASU".

WHEREAS, FACILITY operates accredited or licensed facilities at _____, and

WHEREAS, ASU operates an accredited College of Health and Human Services, and

WHEREAS, the Parties desire to advance health professional education and aid in meeting the ever increasing demand in the State and Nation for trained health professionals, and to make available better health service to patients, and

WHEREAS, it is deemed advisable and to the best interest of the parties to establish an affiliation for the purpose of carrying out these objectives,

NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

1. ORIGINAL TERM, RENEWAL, AND TERMINATION

The original term of this agreement starts _____ and ends _____. Thereafter, this agreement shall automatically renew on an annual basis unless thirty (30) days written notice of intent to terminate the agreement is given by either party to the agreement.

Either party may terminate this agreement at any time, with or without cause, by giving the other party thirty (30) days written notice of its intent to terminate the agreement.

However, students assigned at FACILITY when termination notice is given shall be permitted to complete their current rotation at ASU's option.

2. RESPONSIBILITIES OF THE PARTIES

FACILITY will:

1. Allow the use of its facilities for the clinical experience requirement of ASU's students.

2. Provide clinical staff supervision by currently licensed professionals in the appropriate health field for ASU's students.

3. Provide access for faculty and students to patients and patient medical records at its facilities as part of the students' clinical experience requirement.

4. Periodically, review the specific programmatic efforts and number of students to participate at its facilities, both factors being subject to mutual agreement of both Parties prior to the beginning of the clinical experience.

5. Maintain responsibility for the policies, procedures, and administrative guidelines to be used in the operation of its facilities.

6. Encourage its staff to participate in the educational activities of ASU.

7. Participate, if requested by ASU, in any annual program review activities of ASU which are directed toward continuing program improvement.

8. Maintain authority and responsibility for care given to its patients.

ASU will:

1. Maintain the authority and responsibility for education programs for its students which may be conducted within FACILITY facilities.

2. Consider for clinical and/or adjunct faculty appointment those members of FACILITY's staff who contribute significantly to the academic program, subject to academic standards and rank used by ASU.

3. Inform its faculty and students of the requirement to comply with FACILITY's policies and procedures, when in attendance at *FACILITY*'s facilities, and patient confidentiality requirements, only insofar as there is no conflict with the policies, rules and regulations of ASU or the laws and the Constitution of the State of Texas.

4. Provide faculty participation, if requested by FACILITY, and if available, on committees and task forces of FACILITY.

5. Maintain professional liability insurance (1,000,000 per occurrence/3,000,000 aggregate) for students during the term of this agreement and any extensions thereof.

6. Maintain evidence that each Student is drug-free and free from contagious disease and does not otherwise present a health hazard to patients, employees, volunteers or guests. Such evidence shall include documentation of a drug screen as well as a record of immunizations for MMR, Hepatitis B, PPD (TB test), Varicella, and Diptheria-Tetanus. Both records shall be available to FACILITY upon request.

7. If required by Facility, University will use good faith efforts to direct Students to a third party vendor at Student cost for the purposes of performing drug testing, health care and criminal background checks. All results will be submitted by the vendor to the Facility without involvement by University.

8. Maintain evidence that each student has completed a current basic life support training course, and provide such evidence to FACILITY upon request.

9. Inform all students that they are not employees of FACILITY and have no claim against FACILITY for any employment benefits.

3. SEVERABILITY

If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provision is not material to the overall purpose and operations of this agreement. The remaining provisions of this agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

4. AMENDMENT

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

5. VENUE

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.

6. ASSIGNMENT

Neither party shall have the right to assign or transfer their rights to any third parties under this agreement without the prior written consent of the other party.

7. INDEPENDENT CONTRACTOR STATUS

Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this contract.

ANGELO STATE UNIVERSITY

_____
Signature

_____
Printed Name

_____
Title

_____
Date

_____
Signature

_____
Printed Name

_____
Title

_____
Date

_____
Facility Name

_____
Signature

_____
Printed Name

_____
Title

_____
Date

EXHIBIT A

(List all facilty-operated accredited or licensed locations)