

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES
FOR THE EDUCATION OF NURSING, AND HEALTH
EDUCATION STUDENTS

between

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

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between

HEALTH EDUCATION DEPARTMENT

and

JEFFERSON COUNTY HEALTH AND WELFARE

This AGREEMENT ("Agreement") is made and entered into by and between _____(University)by a member of the _____ State University System (, with an office located at _____and Jefferson County Public Health Department, ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of nursing students and health education students, the parties agree as follows:

1. It is mutually agreed by the Clinical Affiliate and the University that the educational program and curricula of the University is and shall be the responsibility of, and shall be carried out under the direction of personnel of the University. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the University and student in such training.
2. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.
3. It is mutually agreed that clinical experiences for students/ interns enrolled in programs in the nursing, pharmacy and health education programs of the University will be provided at the Clinical Affiliate and the University will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.
4. It is mutually agreed that University faculty will select and assign students/interns for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The University shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the University will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.
5. It is mutually agreed that the University does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.
6. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the University and the Clinical Affiliate. The University shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The University will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.

7. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or not reason without notice and without recourse by the student, Faculty or University.
8. It is mutually agreed that representatives of the University and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.
9. It is mutually agreed that the University will comply with all regulatory and accreditation agency standards.
10. In the event an intern or University member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the intern, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the University of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the University and /or student that the University and student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The University agrees that it will, without any limitation, be responsible for all costs of health care for any student which are not covered by any intern's personal health insurance and the University will provide the Clinical Affiliate evidence of appropriate insurance coverage during each rotation.
11. The parties agree that the sole purpose of this agreement is to facilitate learning for the interns and that the Clinical Affiliate is volunteering to participate in this program and that the interns will occupy the status of "licensee" as that term is interpreted by Texas law. The interns participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

To any out these general areas of agreement, The University is responsible for, and agrees to:

1. Protect the health and safety of all parties by:
 - a. Requiring intern liability insurance coverage at no cost to the Clinical Affiliate;
 - b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
 - c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
 - d. Providing, or otherwise arranging for, faculty and intern orientation to the Clinical Affiliate, its major policies, rules and regulations.
 - e. Adequately indoctrinate interns to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.
2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for interns prior to each semester. The University representative will provide parties with:
 - a. Names of students;
 - b. Name(s) of faculty;
 - c. Dates, days, times of clinical practice periods as previously agreed upon (in 1,6).
3. Assist with or contribute to Clinical Affiliate educational activities when requested.
4. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.
5. The individual intern is responsible for equipment damaged or broken due to the student's negligence.
6. University shall require all interns, faculty, employees, agents, and representatives of Institute participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.
7. Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.
8. It is further understood and agreed that the students, faculty and University shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the University and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the University program for the purpose of clinical education of interns.
2. Provide, to the extent reasonable, conference rooms for intern education, office space for faculty, and locker rooms or other secure space for faculty and interns to store coats, books, etc., while on duty.
3. Allow interns and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.

4. Charge no fees for clinical laboratory practice.
5. Legal responsibility for the performance of interns during the program shall be and remain solely with intern, Faculty and University and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any intern for any services rendered by the intern during this training.

DISPUTE RESOLUTION

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

TERMS OF AGREEMENT:

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of one (1) year commencing upon the Effective Date of _____, 20____ through _____, 20____. This agreement may be renewed for another term if both parties agree in writing.

The undersigned parties have caused this Memorandum of Understanding to become effective on the date when executed by both parties and will terminate upon the completion of the field experience course(s).

Grand Canyon University

By: _____

Title: Dean & Professor CONHCP

Date: _____

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Phoenix, AZ 85017

602-639-8401

Fax: 877-224-1594

Jefferson County Public Health Department

1295 Pearl St, Beaumont, TX 77701

By: _____

Date: _____

Dr. Ezea Ede, Public Health Director

Jefferson County Public Health Department

1295 Pearl St.

Beaumont, TX 77701

Jefferson County

Date: _____

Jeff R. Branick, County Judge

Date: _____

Student