

**Collin County Community College
Health Science Clinical Sites**

Dental Hygiene

Kiwanis Dental Center
Children's Medical Center
Scottish Rite Hospital
Veteran's Administration Hospital of Dallas
Veteran's Administration Hospital of Bonham

Respiratory Care

Parkland Memorial Hospital
Presbyterian Hospital of Dallas
Medical City of Dallas
Medical Center of Plano
Presbyterian Hospital of Plano
Children's Medical Center

Nursing

Presbyterian Hospital of Plano
Green Oaks Behavior Healthcare Services
North Central Medical Center
Medical Center of Plano
Lifecare
Baylor of Garland
Frisco Medical Center
Richardson Regional Medical Center
Children's Medical Center
Medical City of Dallas

Emergency Medical Services – Paramedic

Presbyterian Hospital of Plano
Medical Center of Plano

SAMPLE CLINICAL SITE CONTRACT

CLINICAL AFFILIATION AGREEMENT WITH PRESBYTERIAN HOSPITAL OF PLANO

THIS AGREEMENT, is entered into by and between Collin County Community College, (hereinafter referred to as “University”) and Presbyterian Hospital of Plano, a facility which has clinical facilities located at 6200 West Parker Road, Plano, Texas, 75093, (hereinafter referred to as “Facility”). University and Facility agree to the following:

I. PURPOSE

Facility shall provide students of University with clinical experience through Facility's clinical facilities and University shall provide the students with academic experience at University. This clinical and academic experience is University's Nursing Program (hereinafter referred to as “Program”).

II. RESPONSIBILITIES OF UNIVERSITY

University shall:

- A. plan the educational activities for the Program’s clinical experience at Facility after consultation with and approval by Facility;
- B. provide qualified teachers at University to teach the pre-requisite core curriculum and support courses in the Program;
- C. provide administrative functions for each student in the Program which are the same functions as provided all other students at University;
- D. provide a faculty member at Facility to be available at times for consultation at all times to graduate students who are at Facility to supervise students participating in the Program. The faculty member will (i) be currently licensed by the Board of Nurse Examiners for the State in which University is located, and (ii) be clinically competent and carry liability insurance and provide evidence of same to facility;
- E. instruct students who use Facility’s clinical facilities in the Program to abide by Facility’s policies unless the policies are unlawful. Information regarding Facility’s applicable policies will be provided by Facility at the time of student orientation at Facility;

- F. provide Facility with the appropriate forms to be used in evaluating the performance of students in the program;
- G. require students to comply with the regulatory and accreditation standards provided by the Facility at the time of student orientation at Facility;
- H. provide information on the Hepatitis B vaccine, its efficacy, safety, method of administration and benefits of being vaccinated and suggest that students be vaccinated for Hepatitis B;
- I. confirm students have been tested for tuberculosis within one (1) year of commencement of the Program and are tested at least annually while participating in the Program and provide evidence of such testing and the results to Facility prior to commencement of the Program or upon request of Facility thereafter;
- J. confirm students have been instructed in Standard Precautions recommended by the Centers for Disease Control and Prevention (CDC) and completed a Basic Life Support ("BLS") cardiopulmonary resuscitation course prior to the beginning of the Program and provide evidence of such confirmation to Facility prior to commencement of the Program or upon request of Facility thereafter;
- K. provide proof of professional liability insurance covering students placed at the Facility in the amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate prior to beginning the clinical assignment at Facility and upon request of Facility thereafter. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company acceptable to Facility;
- L. provide to Facility at least two weeks prior to commencement of the Program a letter outlining the needs of students, days and hours students will be on patient units or service areas, names of students and supervising faculty members, length and dates of clinical experience, and Texas nursing registration numbers of faculty;
- M. consider promptly any complaints made by Facility against a student and participate in joint problem solving. Patient safety and welfare shall be the primary concern. Student issues will be documented by the Facility and provided to the designated Faculty member and/or other representative of University. Facility, in its sole discretion, may require permanent withdrawal of any student from Facility at any time for cause;
- N. administer a drug test for each student assigned to Facility and shall provide the results of such screen to Facility. Upon Facility's request, any student provided to Facility will submit to a drug test and the results of this test made available to Facility. Should Facility provide the test, the University will be responsible for the reasonable cost of the test and will pay for such upon receipt of the bill;
- O. perform a background evaluation, criminal background history in all fifty (50) states without negative findings of each student provided to Facility, and will provide a written

report verifying there are no negative findings for each student prior to commencing any assignment at Facility. For purposes of this Agreement, a criminal background history shall include any felony conviction within the last ten (10) years. For purposes of this Agreement, a background evaluation shall include the last ten (10) years and all counties (in Texas and outside of Texas) in which the students has been a resident of or employed in;

- P. confirm that each student is aware of and complies with the Employee Health policies and procedures of Facility;
- Q. to the extent allowed by law, University shall indemnify and hold Facility harmless for all claims, damages, losses, and expenses, including attorney fees, arising out of any claim for negligence resulting from the action or inaction of University, its employees or agents or any student under this Agreement for which a final judicial or other determination is made that the University, its employees or agents or any student is responsible for such a claim; and
- R. ensure that each student and University faculty member at all times while at Facility wears a name tag, badge, or other identifying label that clearly states the student or faculty member's identity and the name of University.

III. RESPONSIBILITIES OF FACILITY

Facility shall:

- A. provide cooperation with University to promote success of the Program;
- B. provide equipment and supplies which are necessary for clinical instruction at Facility;
- C. provide classroom and library access for students in the Program;
- D. provide suitable clinical experience situations as prescribed by the curriculum provided by University;
- E. assist with clinical teaching and supervision of agreed upon number of students in the Program;
- F. upon request by University, formally evaluate performance of students in the Program using the form provided by University;
- G. retain standards of patient care established by Facility in Facility's control;
- H. reserve the right to determine the manner in which its equipment shall be operated;

- I. to the extent allowed by law, assume no professional or financial liability for injury to students or faculty except that which might occur as a member of the public; and
- J. provide access to acute emergency care at student's expense in the event of an accident or injury to a student on Facility's campus.

IV. RESPONSIBILITIES OF UNIVERSITY AND FACILITY

University and Facility shall:

- A. agree in writing upon the number of students to be placed in Facility for clinical rotations prior to the beginning of each semester in which students are assigned to and accepted by Facility;
- B. mutually agree, schedule, and provide an orientation of faculty and students to Facility and assigned units;
- C. understand there will be no exchange of monies between the University and the Facility for this Program;
- D. revise or modify this Agreement in writing if both parties agree to the revisions or modifications; and
- E. comply with all applicable federal and state laws, rules and regulations.

V. TERM AND TERMINATION

This Agreement shall remain in effect for two (2) years beginning July 1, 2003, and ending July 1, 2005 unless sooner terminated as provided herein. This Agreement may be terminated by either party upon 90 days written notice to the other party by certified mail, return receipt requested. The termination shall not take effect until students who are enrolled at the time such notice is given have completed the courses in which they are enrolled.

VI. NOTICE

Any notice, request or other communication required to be delivered under this Agreement shall be in writing and shall be deemed to have been given or made if delivered personally, by overnight delivery service, by United States mail, to the parties at the following addresses, or at such other addresses as shall be specified in writing by either of the parties to the other in accordance with the terms and conditions of this subsection:

If to Facility: Attn: Patti Allard-Gould, RN, MS, LPC, LMFT
Director, Education Services
Presbyterian Hospital of Plano
6200 West Parker Road
Plano, Texas 75093
Telephone No. (972) 981-8135

If to University: Attn: Nell Ard Ph.D., CNS, RNC
Director of Nursing
Collin County Community College
2200 W. University
McKinney, Texas 75071
Telephone No. (972) 548-6679

VII. STATUS OF STUDENTS

University and Facility understand and agree that while faculty and students are participating in the Program, faculty and students are not employees of Facility. Accordingly, faculty and students are not entitled to any of the rights or benefits established for Facility's employees, such as salary, vacation, sick leave with pay, paid holidays, insurance, and/or worker's compensation coverage.

VIII. DISCRIMINATION

University and Facility shall not unlawfully discriminate in their respective performance of this Agreement.

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both parties.

X.
GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for litigation of any dispute arising under this agreement or any lawsuit to enforce or interpret this Agreement shall be in an appropriate court located in the county in which Facility is located. The parties agree that the county in which Facility is located is the county in which performance of this Agreement shall take place.

XI.
SEVERABILITY

Should any clause or provision of this Agreement be held or ruled unenforceable or ineffective by a court of law, such a ruling will in no way affect the validity or the enforceability of any other clause or provision contained herein.

XII.
WAIVER

No waiver by University or Facility of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or affect the exercise of any other right or remedy provided herein.

XIII.
CONFIDENTIALITY

University acknowledges that the intent of federal and state privacy laws and Texas Health Resources' ("THR") and Facility policies, is to assure that Confidential Information, as described in Exhibit A, will remain confidential and will be used only by those with appropriate authority as necessary to fulfill the purpose of this Agreement. University acknowledges that students, faculty and other University representatives may access Confidential Information during the performance of their function under this Agreement. As such, University shall ensure that each student executes the Texas Health Resources Student Confidentiality Agreement (Exhibit A), prior to arrival at the Facility; and represents and warrants that its agents, employees and representatives (collectively hereinafter "Representatives") will maintain such information as confidential and will not disclose such information to third parties or other Representatives of University, who do not require the information in order to fulfill this Agreement, except as permitted by law or order of the court. Should University, through its Representatives, for any reason otherwise disclose the information, University will immediately notify Facility. University warrants that it will train all Representatives concerning this provision of the Agreement.

EFFECTIVE the date set forth above. Executed as of the dates below, by and between University and Facility through their duly authorized officers, thereby binding themselves, their successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

UNIVERSITY: **Collin County Community College**

By: _____

Date

Gary Hodge
Dean of Social Science Health and Public Services

FACILITY: **Presbyterian Hospital of Plano**

By: _____

Date

Philip Wentworth
President

Exhibit A
To Clinical Affiliation Agreement

TEXAS HEALTH RESOURCES
STUDENT CONFIDENTIALITY AGREEMENT

I understand that while I am participating in an educational program at a Texas Health Resources (“THR”) facility, I may have access to Confidential Information. Confidential Information is valuable and sensitive and is protected by law and by THR Policy. The intent of federal and state privacy laws and THR policies is to assure that Confidential Information will remain confidential and will be used only by those with appropriate authority as necessary to accomplish the organization’s mission.

Confidential Information is information about patients, participants of THR benefit plans and programs, customers, physician credentialing, peer review, quality review, committee records, personnel records, payroll records, salary and compensation information, logon and password information, employee health information, or information related to operations about THR that is not generally available to the public. I may learn of or have access to some or all of this Confidential Information orally, through a computer system or through documents.

If I need access to computerized information I will be assigned a unique logon ID and password, as well as other access control devices such as cards or tokens. These logon IDs, passwords, and other access control devices assigned for any purpose will be kept secure and confidential. The unique logon ID and password are equivalent to a legal signature. I will be held accountable for any access utilizing my unique logon ID. Access cards and other facility security devices will be kept secure.

Access to Confidential Information is permitted only as authorized and as required for legitimate purposes in the performance of my student role.

I understand that patient information will be available for educational purposes to authorized students enrolled in educational programs affiliated with the THR facility for use within the department maintaining those records. Removal of any part of the patient’s medical record or information that identifies a patient is prohibited.

Requests for access for formal research purposes require a waiver from the facility’s Institutional Review Board. In order to access and compile data for educational studies, I understand I must present a written request and consent of my instructor.

Students are prohibited from removing information that identifies a patient from the THR facility.

I understand the above requirements and I agree to abide by these requirements. I understand that my violation of this Agreement may result in my being terminated from my participation in the program at a THR facility.

Printed Student's Name

Student's Signature

Date

By my signature, I agree to be responsible for compliance by my son/daughter under the age of 18, with the terms above.

Printed Name of Student's Parent, if Student is under 18: _____

Signature Name of Student's Parent, if student is under 18: _____

Facility box must be checked:

<input type="checkbox"/> AMH	<input type="checkbox"/> HMHEB	<input type="checkbox"/> PHW	<input type="checkbox"/> PHA	<input type="checkbox"/> HMSPG
<input type="checkbox"/> HCCH	<input type="checkbox"/> HMNW	<input type="checkbox"/> PHD	<input type="checkbox"/> HMEC	<input type="checkbox"/> PHK
<input type="checkbox"/> HMFV	<input type="checkbox"/> HMSW	<input type="checkbox"/> PHP	<input type="checkbox"/> WRH	<input type="checkbox"/> Other _____