

**COMMUNITY COLLEGE DISTRICT  
CLINICAL AFFILIATION CONTRACT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the \_\_\_\_\_ Community College District in behalf of \_\_\_\_\_ College, a (State) political subdivision of higher education, (hereinafter referred to as "COLLEGE") and, \_\_\_\_\_ an institution which has clinical facilities located at \_\_\_\_\_ hereinafter referred to as "INSTITUTION"), evidence the following:

**I.**

**PURPOSE**

The INSTITUTION shall provide students of the COLLEGE with practical experience in clinical services through the INSTITUTION's clinical facilities and the COLLEGE shall provide the students with academic experience at the COLLEGE. This clinical and academic experience is in the COLLEGE's \_\_\_\_\_ program (hereinafter referred to as "PROGRAM").

**II.**

**RESPONSIBILITIES OF THE COLLEGE**

The COLLEGE shall:

- A. plan the educational activities for the PROGRAM's clinical experience at the INSTITUTION after consultation with the INSTITUTION;
- B. provide qualified, certified instructors at the COLLEGE to teach the 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 the COLLEGE;
- D. ensure instructors and students who use the INSTITUTION's facilities in the PROGRAM will abide by the INSTITUTION's policies unless the policies are unlawful;
- E. ensure students in the PROGRAM will have professional liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence;
- F. provided specific department heads with a letter outlining the needs of students, schedule of student assignments, and length and dates of clinical experience prior to the clinical rotation;
- G. 1. consider promptly any complaints made by the INSTITUTION against a student in accordance with the COLLEGE's standards and procedures for disciplinary action. The INSTITUTION shall submit to the COLLEGE written complaint and request the immediate withdrawal of the student from the INSTITUTION. The COLLEGE shall withdraw the student from the INSTITUTION and investigate the complaint. After investigation by COLLEGE, the COLLEGE shall make a recommendation to the INSTITUTION. The INSTITUTION shall consider the recommendation of the COLLEGE, but shall not be bound by this recommendation. The INSTITUTION shall make a final determination of whether to require a student's permanent withdrawal, temporary

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- suspension, or reinstatement and shall submit a written explanation of its decision to the COLLEGE.
2. consider promptly any complaints by the INSTITUTION against an instructor. The INSTITUTION shall submit to the COLLEGE a written complaint and request for immediate withdrawal of the instructor from the INSTITUTION. The COLLEGE shall withdraw the instructor from the INSTITUTION and investigate the complaint. The COLLEGE shall submit to INSTITUTION a written explanation of its decision to permanently withdraw or reinstate the instructor. The INSTITUTION is not bound by the College's decision.
- H. provide non-emergency health facilities at the COLLEGE should the student be injured in the clinical setting; and
1. require that all faculty and students who may be at risk for occupational exposure to blood or other potentially infectious materials be:
    1. trained in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Bloodborne Pathogens Final Rule 29 CFR Part 1910.1030, as published in the Federal Register Friday, December 6, 1991;
    2. trained in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other bloodborne pathogens;
    3. trained in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment;
    4. provided information on the hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated; and, vaccinated for HBV or have begun the vaccination series for HBV or have signed a refusal to acquire HBV vaccination.
- J. ensure that each student complies with the criminal history and drug test in the Pre-Screening Requirements for Clinical Students located in the College's Orientation Packet and/or Syllabus for all District health occupation students before the student begins a clinical rotation. College shall notify the INSTITUTION if a student is eligible to participate in a clinical rotation based upon this Pre-Screening Requirements."

### III.

#### **RESPONSIBILITIES OF THE INSTITUTION**

The INSTITUTION retains ultimate responsibility for patient care. The INSTITUTION shall:

- A. provide full cooperation to ensure success of the PROGRAM;
- B. provide equipment and supplies which are necessary for clinical laboratory instruction at the INSTITUTION;
- C. provide adequate classroom, library, and locker space for students in the PROGRAM;
- D. ensure suitable clinical laboratory experience situations as prescribed by the curriculum provided by the COLLEGE and approved by the Texas Higher Education Coordinating Board;
- E. assist with clinical teaching, orientation and supervision of agreed upon number of students in the PROGRAM;
- F. reserve the right to determine the manner in which its equipment shall be operated;

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- G. provide access to acute emergency care in the event of an accident or injury to a student. All expenses incurred are to be paid directly by the student;
- H. require and provide an orientation to the faculty and students before direct patient contact is allowed. Orientation by the INSTITUTION shall include information regarding:
  - 1. the INSTITUTION'S Exposure Control Plan for bloodborne pathogens and the means by which students and faculty can obtain a copy of the written plan;
  - 2. the engineering controls used within the INSTITUTION'S work site;
  - 3. the personal protective equipment available in each of the INSTITUTION'S work areas;
  - 4. the identification of tasks and patient-related activities which increase the risk of exposure to HBV, HIV, and other bloodborne pathogens;
  - 5. what constitutes an exposure; and,
  - 6. the established procedure to follow after an exposure to blood or body fluids occurs including the methods of reporting the incident and the medical follow-up required.
- I. provide appropriate and readily accessible personal protective equipment at no cost to faculty and students to use in the work site during the clinical training program.
- J. considered promptly any complaints by COLLEGE against an employee of INSTITUTION. COLLEGE shall submit to INSTITUTION a written complaint and request immediate suspension of employee if appropriate. After investigation by INSTITUTION, INSTITUTION shall take appropriate action and advise COLLEGE, in writing, of the action taken.

### IV.

#### **HOLD HARMLESS**

To the extent allowed by law, the COLLEGE agrees and is bound to hold the INSTITUTION whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by the COLLEGE's performance under this Contract or any acts or omissions of its employees under this Contract; provided, however, that it is not the intention or purpose to create liability against the COLLEGE unless such liability is imposed by law or to waive any legal defenses available to COLLEGE, including governmental immunity. The provisions of this paragraph are solely for the benefit of the parties to this Contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

### V.

#### **RESPONSIBILITIES OF THE COLLEGE AND THE INSTITUTION**

The COLLEGE and INSTITUTION shall:

- A. agree upon the number of students to be placed in the INSTITUTION for clinical rotations;
- B. review and evaluate this contract annually; and
- C. revise or modify this contract in writing if both parties agree to the revision or modification.

### VI.

#### **TERM**

This Contract begins on \_\_\_\_\_, 20\_\_ and ends on \_\_\_\_\_, 20\_\_ unless earlier terminated as provided herein. Prior to expiration of the term, the Contract may be renewed annually by a letter of agreement signed by the COLLEGE President and an authorized officer

of the INSTITUTION.

**VII.  
TERMINATION**

This Contract may be terminated by either party upon 90 days written notice to the other party by registered 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.

**VIII.  
DISCRIMINATION**

The COLLEGE and INSTITUTION shall not unlawfully discriminate in their respective performance of this contract.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, the \_\_\_\_\_ COMMUNITY COLLEGE DISTRICT in behalf of \_\_\_\_\_ COLLEGE signing by and through its Chancellor, duly authorized to execute same, and the INSTITUTION, \_\_\_\_\_, has executed this agreement by and through one of its 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 Contract.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**COLLEGE**

\_\_\_\_\_ COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_

**INSTITUTION**

\_\_\_\_\_

By: \_\_\_\_\_

Title:

NOTE: Each community college and hospital or institution will have their own format. This is an example of one format.