

EDUCATION AFFILIATION AGREEMENT

BETWEEN

**City of Pflugerville – Pflugerville Animal
Welfare Services**

**1600 Waterbrook Drive
Pflugerville, Texas 78660**

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STATE OF TEXAS
COUNTY OF TRAVIS

**Austin Community College District
Attn: Health Sciences
6101 Highland Campus Drive
Austin, Texas 78752**

1.01 AGREEMENT

THIS AGREEMENT, is entered into this 10th day of September, 2025, by and between the **Austin Community College District** (hereinafter referred to as the "COLLEGE"), and **City of Pflugerville – Pflugerville Animal Welfare Services** (hereinafter referred to as the "FACILITY").

2.01 WITNESSETH

WHEREAS, the College provides clinical/practical education for students who have enrolled in the course of study, hereinafter referred to as the ***Program or Programs designated in Attachment "A"***; and

WHEREAS, as part of the Program, the College desires that the student shall be provided with clinical/practical experiences, hereinafter referred to as the Clinical or Clinicals (***including, but not limited to, clinical training, internships, preceptorships, and field experience***) at the Facility; and

WHEREAS, the FACILITY has facilities and supervisory staff available in order to provide said Clinical;

WHEREAS, this Agreement is to implement said Clinical at Facility and does not provide the College with control of any space used at Facility.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree to the responsibilities as follows:

3.01 MUTUAL RESPONSIBILITIES

3.1 The Facility and College shall each designate and submit to the other the name of an employee or staff member to serve as its liaison ("Liaison") who will be responsible for the coordination and implementation of the Clinical and all communications related thereto. Each party will notify the other as soon as

possible of any change in such designated personnel.

- 3.2 The designated Liaisons will collaborate to design the Clinical. Clinical design and implementation shall include the following considerations:
- a. Utilization of appropriate personnel, equipment, and facilities of Facility.
 - b. The duration of the Clinical provided will be consistent with the curriculum requirements of the College and with the standards of the accrediting entity for the school or area of the College in which students are enrolled.
 - c. The Clinical will be reviewed periodically by the Liaisons and, when necessary, will be revised to meet the College curriculum requirements and the standards of the accrediting entity. In the event that the Program is revised, the Facility and the College shall collaborate to make any necessary modifications to documentation related to the Clinical.
 - d. The Clinical for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of College personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

4.01 COLLEGE OBLIGATIONS College shall:

- 4.1 Assure that all students selected for participation in the Program have satisfactorily completed all portions of the College curriculum that are a prerequisite for participation in the Program.
- 4.2 Develop criteria for the evaluation of the performance of College students participating in the Clinical and provide those criteria, with appropriate reporting forms, to the Facility personnel and College personnel who are responsible for supervising those students.
- 4.3 Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- 4.4 Provide notice to all College students and College personnel participating in the Clinical of the rules and regulations of College with which they are required to comply while on premises of College. College will inform Clinical participants of the requirement to comply with all applicable federal and state laws, and regulations, including but not limited to those regarding HIPAA, the confidentiality of information in records maintained by College and those related to safety and health of patients, students, and faculty. College will provide training regarding general HIPAA requirements.
- 4.5 Provide information requested by Facility related to students participating in the Clinical, unless prohibited by federal or state law. College agrees that for purposes of Family Educational Rights and Privacy Act (FERPA), Facility will be considered a College official with a legitimate educational interest in access to limited personally identifiable information about a student that is reasonably

necessary for participation in the Clinical. Information requested by Facility outside of this scope will require written consent from the student before such information can be released. Facility agrees that it will not further disclose such information, and will not use such information for any purpose other than to comply with the terms of this Agreement.

- 4.6 Remove a student from the Facility when the Facility determines that the student has violated any law or ordinance or the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.
- 4.7 College shall provide \$1,000,000 annual aggregate on Educators Legal Liability (i.e. Professional Liability) plus \$4,000,000 Excess Liability which totals \$5,000,000.

- **General Liability**
 - \$1,000,000 each occurrence
 - \$2,000,000 annual aggregate
- **Educators Legal Liability** (Protects educational institutions and their employees, substitute teachers, volunteer workers, student teachers, and against actual or alleged.)
 - \$1,000,000 each occurrence
 - \$2,000,000 annual aggregate
- College confirms if a student is named in a medical professional liability claim. College's legal liability provides insurance that protects student's actual or alleged acts.
 - \$1,000,000 each wrongful act
 - \$3,000,000 annual aggregate
- **Excess Liability**
 - \$4,000,000 each occurrence, offense, accident, or wrongful act
 - \$4,000,000 annual aggregate

College shall provide proof of such insurance to Facility.

- 4.8 Assure that all students assigned for Clinical have met, at a minimum, the immunization requirements established by the Texas Administrative Code, Title 25, Rule 97.64.
- 4.9 Assign to Clinical only students that have not been convicted of (including but not limited to) a felony, Medicaid fraud/abuse; excluded/suspended from participation in the Medicare or any Medicare program; convicted of abuse or neglect of patients/clients/customers; and are not registered sex offenders; and that have evidence of a negative ten-panel drug screen prior to the start of the initial clinical rotation.

- 4.10 Provide students with comprehensive infection control training, including blood borne pathogens, prior to rotation at the Facility.
- 4.11 Not place a student in a rotation at a clinical site where the student is currently employed by the Facility in the same department and/or under the same supervisor and where the ACC faculty is not continually onsite with the student.

5.0 FACILITY OBLIGATIONS. Facility shall:

- 5.1 Provide appropriate equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience-related activities and goals of Clinical.
- 5.2 Obtain and maintain all licenses required for Facility and assure that Facility personnel are appropriately licensed.
- 5.3 Facility retains overall supervisory responsibility for patient care and will not use students in lieu of professional or non-professional staff. Facility will supervise students insofar as their presence and participation affect the operation of the Facility and its care, direct and indirect, of clients/patients.
- 5.4 Facility will ensure that students participate in appropriate client care or other learning processes necessary to accomplish the educational outcomes of the Clinical experience. Facility may invite appropriately credentialed faculty members to provide services as may be necessary for teaching purposes.
- 5.5 Provide to the College copies of all documents concerning the rules, regulations, policies and procedures of Facility, which would be applicable to the student's participating in the Clinical at Facility.
- 5.6 Permit representatives of the accrediting entity for the school or area of the College in which students participating in the Clinical are enrolled to have reasonable access to premises of the Facility for purposes related to the accreditation process.
- 5.7 Cooperate fully with the College in matters related to academic/clinical performance and student conduct related to the Clinical experience.

6.01 MISCELLANEOUS PROVISIONS.

- 6.1 College students and personnel will be responsible for their own transportation, meals, laundry and health care while participating in the Clinical.
- 6.2 Students and faculty of College participating in the Clinical are not employees of the Facility and shall not be entitled to Facility employee health benefits or other

employee benefits. Facility shall provide first aid to students participating in the Clinical as necessary, at the students' expense.

- 6.3 Facility shall notify a College student or faculty member of any instance in which a Facility employee has been exposed to blood borne or airborne pathogens and the student or faculty member may have been exposed in the same instance. Such notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for any potential exposure. Each student and/or faculty member shall bear responsibility for notifying the College of any instance or potential exposure of which that student or faculty member has been notified by the Facility.
- 6.4 Each student and/or faculty member shall be responsible for all expenses and costs of health care treatment related to any exposure, injury, illness or disease occurring as a result of or during the student's or faculty member's participation in the Clinical.
- 6.5 This agreement shall be governed and construed in accordance with the laws of the State of Texas without giving effect to its choice of law provisions. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction in Travis County, Texas.
- 6.6 This Affiliation Agreement constitutes the entire agreement between the parties with respect to the subject matter, and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect. No amendment to this Affiliation Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- 6.7 College and Facility will comply with applicable federal, state, and local laws, ordinances, and regulations, in the performance of this Affiliation Agreement.
- 6.8 The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- 6.9 The Parties retain their own separate responsibility for compliance with the Americans with Disabilities Act, and neither assumes responsibility or liability for the other's compliance or non-compliance therewith. If accommodations are needed by a faculty member or student, the Facility will provide reasonable accommodations that would normally be provided for a Facility employee. Any accommodations needed by a student or faculty member above what the Facility would reasonably provide for a Facility employee must be negotiated.

- 6.10 This Affiliation Agreement shall become effective upon final execution and shall continue in effect for an initial period ending three (3) years after the date of final execution.
- 6.11 Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Clinical at the Facility at the time of notice of termination shall be given the opportunity to complete their Clinical, such completion not to exceed six (6) months.
- 6.12 All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested, to the parties as follows:

<u>Facility</u>	<u>College</u>
City of Pflugerville – Pflugerville Animal Welfare Services 1600 Waterbrook Drive Pflugerville, TX 78660	Austin Community College District Attn: Health Sciences 6101 Highland Campus Drive Austin, TX 78752
ATTN: City Manager	ATTN: Dean Health Sciences

Such notice shall be deemed given when received by the other party's designated representative.

- 6.13 **To the extent as permitted by law and the Constitution of the State of Texas, College shall indemnify, defend and hold harmless the Facility from any and all liabilities, suits, claims or expenses caused by or resulting from the negligence, omissions, or intentional acts of the College, its agents, faculty, or employees pursuant to this Agreement. This provision notwithstanding, nothing herein shall be construed to limit or impair the College's rights and defenses available under the doctrine of sovereign immunity.**
- 6.14 **The Facility shall indemnify, defend and hold harmless, the College, its agents, faculty, employees and students from any and all liabilities, expenses, attorney's fees, suits or claims for damages or injury caused by or resulting from the negligence omissions, or intentional acts of the Facility's personnel or that are caused in whole or in part by Facility participating in this Clinical. Nothing herein shall be deemed a waiver of the College's governmental immunity.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

**CITY OF PFLUGERVILLE –
PFLUGERVILLE ANIMAL WELFARE
SERVICES
1600 Waterbrook Drive
Pflugerville, TX 78660**

**AUSTIN COMMUNITY COLLEGE
DISTRICT
6101 Highland Campus Drive
Austin, Texas 78752**

Signature

Dr. Gaye Lynn Scott, Ed. D.
Vice Chancellor, Instruction

Printed Name

Date

Title

Estrella Barrera, Ed.D., MOT, OTR
Dean, Health Sciences

Date

Date

ATTACHMENT "A"

List of Designated Programs (Course of Study)

Continuing Education/Health Professions Institute – Veterinary Clinical Assistant

Veterinary Technology

- * When a preceptor is utilized by this/these Program(s) for learning experience(s), the assignment of the preceptor will be made by mutual agreement between the Program and the Facility. The use of preceptors for these programs will meet all the requirements of their respective Boards.