

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
3401 Webberville Road
Austin, Texas 78702**

1.01 AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 2018, by and between the **Austin Community College District** (hereinafter referred to as the "COLLEGE"), and **City of 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 Veterinary Technology program hereinafter referred to as the ***Program***

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 using animals provided by the FACILITY.

WHEREAS, the FACILITY is willing to provide animals for said clinical.

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 PROGRAM

3.1 In accordance with provisions of the Affiliation Agreement, the Facility shall designate an employee or staff member to serve as its liaison ("Liaison") and the College shall designate an academic department faculty or staff member to serve as its representative ("Representative") with regard to coordination and implementation of the Clinical and all communications related thereto.

3.2 Facility Liaison and College Representative will collaborate to conduct the Clinical, utilizing the animals provided by the Facility.

- a. 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.
- b. The Clinical will be reviewed periodically by the Facility Liaison and College Representative and, when appropriate, 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.

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.
- 4.3 Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- 4.4 Inform all College students and College personnel participating in the Clinical that they are required to comply with the rules and regulations of Facility while utilizing the animals provided by the Facility and to comply with the requirements of all federal, state, and municipal laws, including the program Institutional Animal Care and Use Committee (IACUC) protocols.
- 4.5 Provide information requested by Facility related to students participating in the Clinical, unless prohibited by federal or state law.
- 4.6 Remove a student from the clinical when the Facility determines that the student has violated any law or ordinance or the rules and regulations of the Facility; or has engaged in conduct threatens the safety of Facility personnel or patients.
- 4.7 College agrees to maintain during the term of this Agreement professional liability of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate and general comprehensive liability insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) Annual Aggregate and One Million Dollars (\$1,000,000) Excess Liability Insurance.
- 4.8 Assure that all students assigned for Clinical have a current Dtap. All students will have either pre-exposure rabies vaccine or a signed declination form.

- 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 the rotation.
- 4.11 Identify veterinary clinics that will provide necessary follow-up care for complications of surgery performed by Program veterinarian.
- 5.0 FACILITY OBLIGATIONS. Facility shall:
 - 5.1 Provide
 - a. Canine and feline patients requiring surgical procedures limited to spaying, neutering, and dental prophylaxis. The daily number of animals will be determined by the Department Chair (DVM) in collaboration with the Facility.
 - b. Transportation of the animals to and from the Pflugerville Animal Control.
 - 5.2 Obtain and maintain all licenses required for Facility.
 - 5.3 Assume sole responsibility for the quality of patient and client care returned to the Facility post operatively.
 - 5.4 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.
- 6.01 GENERAL 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 Facility shall not be charged for services performed by College students or faculty members.
 - 6.3 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.

- 6.4 Facility shall notify a College student or faculty member of any instance in which the student or college personnel employee has been exposed zoonotic diseases. 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.
- 6.5 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.
- 6.6 The validity, interpretation, and enforcement of this Agreement and any Program Agreement shall be governed by the Law of the State of Texas.
- 6.7 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.
- 6.8 College and Facility will comply with applicable federal, state, and local laws, ordinances, and regulations, in the performance of this Affiliation Agreement.
- 6.9 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.
- 6.10 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. Should either Party be in breach of this agreement, they shall be given notice of such breach within three (3) business days of discovery. The Party shall then be given at least ten (10) calendar days to cure such breach. Should the Party fail to cure the breach within that time, the non-breaching Party has the option to terminate. If there is such a termination, the Parties agree that if appropriate accommodation can be made, 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:

Facility

**City of Pflugerville
Pflugerville Animal Welfare
Services
1600 Waterbrook Drive
Pflugerville, Texas 78660**

College

**Austin Community College District
Health Sciences
3401 Webberville Road
Austin, TX 78702**

**Mailing Address:
P O Box 589
Austin, Texas 78691**

ATTN: Assistant Dean Health Sciences

- 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 and the City of Pflugerville 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. 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.

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, Texas 78660**

**AUSTIN COMMUNITY COLLEGE
DISTRICT
3401 Webberville Road
Austin, Texas 78702**

Signature

Michael Midgley
Vice President, Instruction

Printed Name

Date

Title

Patricia Recek, RN, MSN
Dean, Health Sciences

Date

Date

Executed in two originals.

Revised 2-11-14

ATTACHMENT "A"

List of Designated Programs (Course of Study)

Veterinary Technology

- * When a preceptored learning experience is utilized by these Programs 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.