



TEXAS SOUTHERN UNIVERSITY

COLLEGE OF PHARMACY AND HEALTH SCIENCES  
AFFILIATION AGREEMENT

This Agreement between Texas Southern University, on behalf of its College of Pharmacy and Health Sciences, a public institution of higher education, located at 3100 Cleburne Street, Houston, Texas 77004 (“*University*”) and \_\_\_\_\_ (“*Facility*”), located at \_\_\_\_\_ (each individually a “*Party*” and collectively the “*Parties*”), takes effect on the last date signed below (“*Effective Date*”).

### Background

- University’s College of Pharmacy and Health Sciences (“COPHS”) has students having a need for pharmacy or health care experience (“*Students*”).
- University offers Students an educational program to provide pharmacy or health care experience (“*Program*”).
- Facility operates an institution that provides pharmacy or health care experiences for students enrolled in healthcare programs.
- The Parties desire to establish and implement a means to coordinate Program activities at Facility between Facility’s personnel, Students and applicable University personnel, to provide clinical or other pharmacy or health care practice experiences for pharmacy or health care students enrolled in the University’s programs.
- The Parties agree that it is of mutual interest and advantage that Students be given the opportunity to utilize Facility for clinical, pharmacy or other health care practice experiences.

### Agreement

The Parties agree as follows:

- I. **SCOPE.** Facility authorizes University to assign Students to pharmacy or health care work assignments at Facility to obtain learning experiences in pharmacy or health care practice under the Program. Facility has discretion to assign Students to clinical pharmacists or health care professionals practicing at Facility to obtain learning experiences in direct patient care.



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II. PAYMENT

A. Only As Specified. Under this Agreement, neither Party is obligated to make any payment of any kind to the other Party, unless set forth under this subparagraph as follows:

(Optional) University shall pay Facility \_\_\_\_\_ and no/100 Dollars (\$\_\_\_\_.00) per student per rotation for clinical learning experience. Facility shall invoice University at the end of each semester and University agrees to remit payment within thirty (30) days after receipt of invoice.

B. No Duty to Compensate Students. The Parties consider any service that any Student renders applicable to this Agreement to be educational in nature. Neither Facility nor any patient has a duty to pay any monetary compensation to any Student. Nothing in this Agreement's signing or performance establishes an employer-employee, agency, partnership or joint venture relationship among the University, the Facility, and the Students.

III. TERM AND TERMINATION.

A. Term. This Agreement has a three-year term, commencing on \_\_\_\_\_, \_\_\_\_\_, and ending on \_\_\_\_\_, \_\_\_\_\_, unless earlier terminated under this Article. This agreement will automatically renew for one renewal period of three years unless notified in writing thirty days prior to the end of the Term.

B. Termination. Either Party has a right to terminate this Agreement for any reason upon sixty (60) days' written notice. If either Party exercises this option, Parties agree to make reasonable efforts so that any Student assigned to the Facility is allowed to complete any previously-scheduled practice experience then in progress at Facility.

C. University must direct any termination notice to the Facility at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Facility must direct any termination notice to the University at:

Office of General Counsel  
Texas Southern University  
3100 Cleburne Street  
Houston, Texas 77004



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#### IV. UNIVERSITY RESPONSIBILITIES

- A. Instruction. After consulting with each appropriate Facility representative, University must:
1. develop, organize and assist Facility in implementing and operating a Program that is suitable to each Student, including those who may be disabled;
  2. provide Facility with discipline-specific goals and objectives for the Program;
- B. Coordination. University may provide reasonable opportunities for the Facility to participate in:
1. joint planning and evaluation of Student experiences; and
  2. developing Student schedules.
- C. Selection. University shall select Students for the Program, assigning only Students who satisfactorily have completed University prerequisites for Program participation and notify Facility accordingly. University shall assign only the number of Students mutually agreed upon by Facility and University.
- D. Student Information and Privacy.
1. *Required Information*. University must provide Facility advance information concerning names of applicable Students, dates, and times to allow Facility time and opportunity to reasonably accommodate Students for the Program.
  2. *Student Privacy*. "FERPA" means the Family Educational Rights and Privacy Act. Facility acknowledges that because many Student educational records are protected by FERPA, University must obtain each Student's permission before releasing specific Student information to anyone other than University personnel with a legitimate educational interest. University may provide guidance to Facility with respect to complying with FERPA.
- E. Facility's Authority. "Faculty" mean any University personnel applicable to the Program. University shall inform and explain to Faculty and each Student that during the Program at Facility, the Student is:



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1. under the jurisdiction of Facility officials for training purposes;
  2. subject to the responsibility and authority of the Facility's pharmacy, health care, medical, nursing, and administrative staff over patient care and Facility administration;
  3. required to follow Facility rules and procedures relating to patient care and confidentiality of patients' records; and
  4. required to follow each Facility rule or procedure to the extent that it relates directly to:
    - a. Program education and training; and
    - b. Patient safety.
- F. Insurance. University must ensure that Students who participate in the Program provide proof of liability insurance (limits \$1,000,000/\$3,000,000) while participating in any clinical or pharmacy practice experience at the Facility and, upon Facility's request, provide to Facility proof of insurance on each Student before beginning any Program practice experience.
- G. Drug Testing, Health Care and Background Checks. If required by Facility, University shall direct students to a third party vendor at Student's cost for the purposes of performing drug testing, health care (to include immunizations and tuberculosis) and criminal background checks, prior to Student assignment to Facility. All results will be submitted by the vendor to Facility or Student without involvement and liability to University.
- H. Confidentiality and HIPAA Compliance. University must instruct each Student and any Faculty regarding their obligation to maintain confidentiality of patient and Facility records and matters, proceedings and information. University shall further obtain a signed confidentiality agreement substantially as set forth in Exhibit 1 (attached and incorporated into this Agreement) from each Student and Faculty participating in the Program and provide a list to Facility naming each Student and Faculty who has signed a confidentiality agreement. This confidentiality provision shall survive termination of this Agreement.
- I. Faculty Access. University shall designate in writing to Facility a Faculty member (to include the name, address and phone number) to coordinate and assist Facility personnel and Students of the Program in the Students' educational experiences in conjunction with a Liaison (defined below) that



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Facility designates. The Faculty member will be responsible for maintaining ongoing contact with Facility's Liaison and acquainting Facility's Liaison with methods, objectives, goals and specifics of the Program. Faculty have the right to visit the Facility at any time as Faculty deem necessary while Students are participating in any practice experience to counsel with and observe Students at Facility.

J. Dismissal.

- *By University.* University must determine an appropriate course of action if University or Facility determines a Student to be unacceptable for the Program. University must withdraw a Student from the Program at the Facility if - after consultation with Facility - University determines withdrawal to be warranted. University must notify Facility in writing of any withdrawal.

K. Nonemployment. University must ensure that each Student participating under the Agreement understands and affirms that the Student is not:

1. Facility's employee for any purpose; or
2. entitled to any compensation, or fringe benefit, workers' compensation, or unemployment compensation from the Facility.

V. **FACILITY RESPONSIBILITIES.**

A. Learning Environment. Facility shall provide necessary instruction for the Program for Students in a suitable environment for learning experiences that are planned, organized, and administered by qualified staff in conjunction with designated University personnel, in accordance with mutually accepted educational objectives and guidelines. Facility's staff shall be required to hold appropriate licenses in their profession as necessary.

B. Assignments. Facility shall assign Students to Facility departments and provide qualified and immediate supervision of all Program practice experiences.

C. Facility Representative. "*Liaison*" means a person who Facility designates and holds responsible for the Students' educational experience under the Program at the Facility. Facility shall appoint a Liaison under the following procedure:

1. at least thirty days before any effective appointment date, Facility shall submit in writing to University the name (to include address



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- and phone number) and professional and academic credentials of the person who Facility proposes to be its Liaison;
2. at least ten days after receiving Facility's appointment notice, University must notify Facility of University's approval or disapproval of that person;
  3. no person has authority to act as Liaison without University's prior written approval;
  4. even after University has approved a Liaison, if University notifies Facility in writing that the Liaison has become unacceptable, Facility shall appoint another person according to the procedure set forth under this subparagraph "C."
- D. Evaluation. Facility must undergo an evaluation at the end of each clinical, health care or pharmacy practice experience for any Student who Facility's staff has supervised.
- E. Ancillary Access. Facility shall provide to Students and Faculty the use of Facility's cafeteria, conference rooms, dressing rooms and library as available and as required by the Program and without charge except for food consumed by the participants.
- F. Emergency Treatment. Facility shall provide or arrange for emergency treatment - at the Students' expense – upon any accident or illness to any Student while at the Facility for the Program.
- G. Facilities Access. Facility shall provide access to any Facility facilities, equipment, or supplies that are:
1. necessary to achieve the Program's objectives; or
  2. required under applicable law or regulations.
- H. Dismissal.
1. *Basis*. Facility has discretion to request University immediately to withdraw from Facility any Student whose practice performance, conduct, or health is unsatisfactory, objectionable, or detrimental to Facility's patient care or the proper administration, or poses a threat to the health, safety or welfare of Facility's patients, clients or personnel or to the orderly business function of Facility:
    - a. after consultation with University; and



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- b. subject to the non-discrimination provisions of this Agreement.
- 2. *Procedure.* To assist University in its due process obligations to any Student excluded or withdrawn from the Program, Facility must provide a written statement of the reason or reasons for the withdrawal or exclusion. The University must respond to each request within two business days. Facility must direct any withdrawal request to:

**Assistant Dean of Practice Programs  
College of Pharmacy and Health Sciences  
Texas Southern University  
3100 Cleburne Street  
Houston, Texas 77004  
(713) 313-1977**

- I. Research Projects. Facility shall encourage appropriate research projects in health care or clinical pharmacy, with any research involving Facility patients conducted in compliance with Facility's requirements.
- J. Legal Compliance. Facility must comply with each applicable federal, state or municipal law, ordinance, rule or regulation, and certify that compliance upon University's request.
- K. Accreditation. Facility must comply with any applicable accreditation authority's requirements. Facility as needed must permit any authority responsible for accrediting University's curriculum to inspect Facility's facilities, services or other items.

VI. **MUTUAL OBLIGATIONS.**

- A. To the extent authorized by the Constitution and laws of the State of Texas and without the waiver of sovereign immunity or any other defense to which University is or may be entitled to assert, University shall indemnify and hold Facility harmless from and against any claims, costs, including reasonable attorneys' fees, liabilities, or causes of action arising out of or from any negligent acts or omissions by Students or University personnel who are engaged in activities at Facility that are directly related to the Program.

In the event that University and Facility are legally adjudged to have been jointly negligent in causing injury or damage, each shall be obligated to satisfy its proportionate share of such judgment based upon the



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percentage of liability attributed to it in such judgment, but, if, in addition, University is adjudged to be liable for the acts or omissions of Facility, then University shall be indemnified by Facility to the extent of such vicarious liability. Neither Party hereto shall be obligated to indemnify the other for such other Party's own negligence. This provision shall survive termination of this Agreement.

- B. Each Party is separately responsible to comply and agrees to comply with any applicable federal and/or state equal employment opportunity statutes, rules, and regulations that applies to the Party's activities under this Program. Neither Party has a right unlawfully to discriminate against any Student in the Program.
- C. Neither University, Students, nor any University personnel, including Faculty, shall be considered employees, agents, borrowed servants, partners, or joint ventures of Facility.
- D. Facility is not responsible for wages, social security taxes, hospitalization insurance, or workers' compensation insurance for Students. In the event a Student should, independent of this Agreement, be employed by Facility, this section and the preceding section shall not apply during the hours in which such Student is performing services as an employee of Facility.
- E. Nothing in this Agreement is to be construed as transferring financial responsibility from one Party to another.

**VIII. GENERAL PROVISIONS.**

- A. This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date that first appears in paragraph one of this document.
- B. The Parties recognize that this agreement is based upon the skill and expertise of each Party and therefore agree that the agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other Party, except as expressly allowed by this agreement.





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- C. The Parties agree that this Agreement will be construed by the laws of the State of Texas and venue for purposes of alternative dispute resolution, claims, or litigation shall be Houston, Harris County, Texas.
- D. Any notice given under this agreement by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Party as they appear below. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
- E. The person signing below on behalf of University and Facility warrant that he/she has the authority to execute this agreement according to its terms on behalf of University and Facility.
- F. In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
- G. A waiver by either Party of the breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.
- H. In the event the premises are rendered unsuitable for the conduct of activities or events by reason of Force Majeure, University may terminate this agreement by written notice following such casualty and University shall not be responsible for any damages or further payment under this agreement to the extent this agreement requires payment. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of University.
- I. This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third Party beneficiary status or rights in



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any third party and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

- J. Unless expressly provided herein, the Parties do not assume or become liable for any of the existing or future obligations, liabilities or debts of the other.
K. This constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, whether written or oral, between the Parties. Verbal representations not contained herein shall not be binding on either Party unless acknowledged by them in writing.
L. Facility understands that University is a governmental entity, and should the Legislature fail to provide funding for the University for any period during the term of this contract, University shall be excused for all liability for payment, if said agreement calls for payment of any kind. University is required to give Facility written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from University, this contract will automatically terminate.
M. No trustee, officer, director, regent, employee, administrator and representative of University shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.

Signed:

FACILITY: \_\_\_\_\_

TEXAS SOUTHERN UNIVERSITY

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

By: Sunny Ohia, Ph.D.

Title: \_\_\_\_\_

Title: Provost/VP, Academic Affairs and Research

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed and Approved:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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College of Pharmacy and Health Sciences
Texas Southern University
CONFIDENTIALITY AGREEMENT

Exhibit 1

I understand that while performing clinical rotations as a student, or serving as a clinical rotation preceptor, I may have access to confidential information about clients, patients, their families and clinical facilities. I understand that I must maintain the confidentiality of all oral, written or electronic information, and that in that some instances, the information may be protected by law, such as state practice acts or other regulatory standards.

One such regulation is the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which strictly limits the way confidential medical information may be used. The use of and disclosure of health information is subject to the restrictions of the HIPAA Privacy Regulations and Texas Southern University's confidentiality policy. Under HIPAA, the federal government may impose penalties and fines on anyone who improperly uses or discloses health information. In addition to penalties and fines, any improper use of disclosure of health information may lead to disciplinary action, up to and including expulsion from the Texas Southern University College of Pharmacy and Health Sciences.

I understand that it is important to safeguard the confidentiality of this information and agree that both during and after my clinical rotations through Texas Southern University:

- I shall keep secret all confidential and proprietary information and not reveal or disclose it to anyone unless required by my supervisor or a University official to do so;
I shall not make use of any of such confidential and proprietary information for my own purposes or for the benefit of anyone or anything other than the University;
I shall deliver promptly to my supervisor, upon completion of the assignment, any documents (and all copies thereof) constituting or relating to such confidential and proprietary information, which I may have in my possession;
I shall discuss confidential information only in the clinical setting as it pertains to patient care, and not where it may be overheard by visitors and/or other patients; and
During the clinical rotation in the pharmacy practice clinical education program, I agree to follow not only Texas Southern University's established procedures, but also each agency's established procedures on maintaining confidentiality.

I acknowledge and agree that any breach of this Agreement by me will cause harm to the patient, the agency involved, the University and/or its employees, students or regents. I agree that if I commit a breach of any of the provisions of this Agreement, the University shall have the right to take disciplinary action against me as indicated above and may otherwise enforce this Agreement.

My signature below indicates that I have read and understand this Confidentiality Statement and the HIPAA confidentiality policy of Texas Southern University and agree to abide by their provisions.

AGREED TO AND ACCEPTED:

Printed Name: Signature: Date: