

UNIVERSITY of HOUSTON



Affiliation Agreement

This Agreement, entered into and effective as of _____ (“the Effective Date”), by and between the University of Houston on behalf of its College of Optometry (“University”), which is a state-supported institution of higher education established pursuant to sections 111.01 et seq. of the Texas Education Code, and is located at 505 J. Davis Armistead Bldg, Houston, Texas 77204-2020, and _____ (“Facility”), which is located at _____ University and Facility shall be known collectively as “the Parties” and singularly as “a Party” or “the Party.”

Whereas, University maintains an accredited program for the study of Optometry (“Optometry Program”) and desires to access facilities in which residents in the Optometry Program (“Residents”) can obtain clinical learning experiences and;

Whereas, Facility operates a multi specialty healthcare clinic and has the resources to provide clinical experiences in Optometry as desired by University and;

Whereas, University and Facility have a commitment to the achievement of the following mutual goals:

1. to ensure the quality of clinical training and competence of Residents;
2. to improve patient care.

Hence, the following objectives are designed to accomplish the above stated goals.

1. provide a solid background for Residents in the sciences and the arts related to optometry;
2. enhance the overall optometry program of University by providing opportunities for learning that will allow Resident to progress to an advance level of performance;
3. provide a clinical educational program at Facility for Resident;
4. increase contact and cooperation between academic and clinical faculties for fullest utilization of available teaching facilities, research capabilities and expertise;
5. actively plan for joint program evaluation and improvement;
6. participate in mutual faculty update and development.

Now, therefore, for and in consideration of the foregoing and in future consideration of mutual benefits, Parties agree as follow:

ARTICLE 1 – OBLIGATIONS OF UNIVERSITY

University shall fulfill the following terms, obligations, and covenants:

1. Maintain an accredited program for the study of optometry "Optometry Program".
2. Select Residents who have satisfactorily completed all prerequisites and are in good standing with University.
3. Provide Facility with the names of Residents at least one month before the beginning date of the clinical education program.
4. Designate and submit in writing the name, and professional and academic credentials of the Residency Education Director who will be responsible for the residency curriculum to assume the following responsibilities in relation to the Agreement:

- a. serve as University representative;
- b. serve as liaison between Parties;
- c. receive all correspondence on behalf of University;
- d. Coordinate educational objectives of the clinical education program with Facility.

ARTICLE 2 – OBLIGATIONS OF FACILITY

Facility shall fulfill the following terms, obligations, and covenants:

1. Provide a supervised program of clinical education and experience in conjunction with University, which meets the academic standards of University.
2. Review all aspects of the clinical education program with each Resident, to include: (a) curriculum content and requirements, and (b) policies and procedures.
3. Control the number of Residents accepted in the clinical education program during the term of the Agreement.
4. Send an evaluation of Residents' progress to University on a form acceptable to both parties.
5. Designate in writing to University the name, professional and academic credentials of the Director of Clinical Education who will be responsible for the clinical education program to assume the following responsibilities in relation to the Agreement:
 - a. serve as Facility representative;
 - b. serve as liaison between Parties;
 - c. receive all correspondence in relation to the clinical education program on behalf of Facility.

ARTICLE 3 – JOINT OBLIGATIONS OF PARTIES

Parties mutually agree to fulfill the following terms, obligations, and covenants:

1. Neither University, Residents, nor any University personnel, including faculty, shall be considered employees, agents, borrowed servants, partners, or joint venturers of Facility.
2. Nothing in this Agreement is to be construed as transferring financial responsibility from one Party to another.
3. Parties may confer to coordinate the objectives of the residency program. Informal meetings, telephone conversations, e-mail, and correspondence will be conducted as often as is necessary and beneficial.
4. The duties of each Resident shall be arranged by mutual agreement of Parties.
5. Alteration in Program Directors or faculties or major revisions affecting either of Parties program shall be immediately communicated to the appropriate program representative.
6. Without limitation of any provision set forth in this Agreement, Parties expressly agree to abide by all applicable federal and/or state equal employment opportunities statutes, rules and regulations.
7. Both Parties shall comply with the Family Education Rights and Privacy Act and agree not to release educational records without Residents' written consent, unless otherwise provided for in the Act.
8. Facility has the right, but not the duty to manage, and discipline Residents. Except as agreed to the contrary herein, and except to the extent such responsibility is assumed by Facility, University shall have full responsibility for supervision, control, and discipline of its Residents.
9. Upon reasonable request, University shall have the right to visit and inspect Facility in order to review the resources and to interview Residents from University who are participating in the clinical education program. Facility recognizes fully the rights and responsibilities of University

to be able to assure itself that the clinical education program is being carried out according to the standards agreed upon herein.

- 10. Upon reasonable request, Facility shall have the right to visit and inspect the Optometry program at any time to review Resident curriculum and resources and to interview Residents in University. University recognizes fully the rights and responsibilities of Facility to be able to assure itself that Optometry Program is being carried out according to the standards agreed upon herein.

ARTICLE 4 – TERM AND TERMINATION

- 1. This Agreement shall remain in effect until the end of University’s academic year and shall automatically renew for five additional terms consisting of University’s academic year, unless sooner terminated in accordance with applicable provisions of this Agreement. University’s Academic year begins on September 1 and ends on August 31 of the following calendar year.
- 2. If either party shall be in default or fail to perform its obligations hereunder, the remaining Parties shall have the right to terminate this Agreement by giving thirty (30) days prior written notice of termination. Upon expiration of said period, all the defaulting party’s rights and privileges hereunder shall cease without further notice, unless prior to the expiration of said period, the defaulting party shall have fully cured any and all violations to the satisfaction of the complaining party.
- 3. Notwithstanding any other provision in the Agreement, either Party shall have the right to terminate this Agreement after thirty (30) consecutive days’ written notice is given to the other Party. If either Party exercises this option, Parties agree to make reasonable efforts so that Residents already in training status will be allowed to complete the stipulated course of study.

ARTICLE 5 – GENERAL PROVISIONS

- 1. Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provisions), and venue for purposes of claims, or litigation shall be Houston, Harris County, Texas.
- 2. The terms and conditions of this Agreement may be modified upon mutual written consent of Parties at any time.
- 3. 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.
- 4. Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

UNIVERSITY:

Earl L. Smith, III, O.D., Ph.D.
Dean, College of Optometry
505 J. Davis Armistead Bldg
Houston, TX 77204-2020

with a copy to:

Dr. Elaine Charlson
Exec. AVP/AVC for Acad. & Faculty Affairs
214 Ezekiel Cullen Bldg
Houston, TX 77204-2037

FACILITY:

Administrator/CEO

with a copy to:

- 5. Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party.

6. Each individual executing this Agreement on behalf of any Party expressly represents and warrants he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of this Agreement.
7. If any part of the Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or University or Facility policies, that part of the Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
8. A waiver by either Party of the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
9. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
10. This Agreement is entered into by and between 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 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.
11. Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debts of the other.
12. This is the entire Agreement between Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

In witness thereof, Parties have executed this Agreement in multiple counterparts, to be effective as of the date written on page one (1) of the Agreement.

UNIVERSITY OF HOUSTON

FACILITY

Signature Date
Dr. Elaine Charlson
Exec. AVP/AVC for Academic & Faculty Affairs

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Title: _____

Note: Modification of this Form requires approval of OGC