

# 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 (“Program”) and desires to access facilities in which its Doctor of Optometry students (“Students”) can obtain clinical learning experiences and;

**Whereas**, Facility is a clinical facility and has 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 Optometry students;
2. to improve patient care.

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

1. enhance the overall educational program of University by providing opportunities for learning that will allow Student to progress to entry level competence in the practice of optometry;
2. provide a clinical educational program at Facility for University Optometry Students;
3. actively plan for joint program evaluation and improvement;
4. 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. Inform Facility of the name, address, and phone number of an Externship Director who will be available to assist Facility personnel and Students and who will be responsible for maintaining ongoing contact with Facility’s designated representative.
2. Develop, organize, and assist Facility in implementing and operating a program that is suitable to each Student, including those who may be disabled.
3. Acquaint Facility’s designated representative with methods, objectives, goals, and specifics of Program.
4. Assign to Facility only Students who have fulfilled all prerequisites for clinical experience.
5. Assign only the number of Students mutually agreed upon by Facility and University.
6. Notify Facility as soon as possible of the names and arrival dates of Students and of the dates of the College of Optometry’s academic calendar.

7. Ensure that Students who participate in Program provide proof of insurance coverage in minimum amounts that are acceptable to Facility.
8. Require Students to provide transportation, appropriate supplies, and uniforms, as applicable.
9. Inform Students about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of Facility.
10. Inform Students and Faculty members who are supervising Students about their obligation to maintain confidentiality of all Facility matters, proceedings and information, including, but not limited to patient records and information. This confidentiality provision shall survive termination of this Agreement.
11. Upon notice to University, inform Facility of any adverse circumstances to which Facility may be exposed because of the activities or health status, including the mental health status, of a Student.
12. Upon notice to University, notify Facility of any complaint, claim, investigation, or lawsuit involving a Student that is related to clinical experiences provided under this Agreement.
13. Notify Students about their obligation to comply with Facility policies and procedures, state law, and OSHA blood borne and tuberculosis pathogen regulations in the training, vaccination, testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by Program.
14. Accept full responsibility for the training, evaluation, qualifications, and competency level of each Student.

## **ARTICLE 2 – OBLIGATIONS OF FACILITY**

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

1. Provide qualified supervisory personnel for Student clinical experiences.
2. Provide Student with access to mutually agreed upon aspects of patient care and clinical records.
3. Provide University's designee with a performance appraisal for each Student in the form prescribed by University.
4. Report any unsatisfactory conduct or performance of a Student in a form prescribed by University.
5. Permit designated faculty members the right to counsel with and to observe Students at Facility.
6. Provide Student with patient care experiences during a time frame designated by the academic calendar of the University of Houston, which may be modified by mutual agreement by the College of Optometry and Facility.

## **ARTICLE 3 – JOINT OBLIGATIONS OF PARTIES**

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

1. Neither University, Students, 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. Without limitation of any provision set forth in this Agreement, Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations.

- 4. Facility shall have the right to refuse to allow Students who do not have requisite skills, attitude, previous training, or health status for proper provision of patient care to participate at Facility.

**ARTICLE 4 – TERM AND TERMINATION**

- 1. This Agreement shall remain in effect for one year from the Effective Date and shall automatically renew for one year terms beginning May 1 of each year and ending April 30 of the following year, unless sooner terminated in accordance with applicable provisions of this Agreement.
- 2. If either party shall be in default or fail to perform its obligation hereunder, the remaining party 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 ninety (90) consecutive days written notice is given to the other Party. If either Party exercises this option, Parties agree to make reasonable efforts so that Students 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.
- 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**