

CLINICAL AFFILIATION AGREEMENT

This Clinical Allied Health Affiliation Agreement ("Agreement"), is entered into as of August 12, 2020 ("Effective Date"), by and between Otto Kaiser Memorial Hospital ("Healthcare Facility") and Coastal Bend College ("Sponsoring Institution").

WHEREAS, Sponsoring Institution provides an educational program for the training of graduate and undergraduate radiologic technologist healthcare professional students;

WHEREAS, the proper training of healthcare professionals requires exposure to practical clinical problems, which is primarily attainable within a hospital setting;

WHEREAS, Healthcare Facility has the environment and facilities in which the professionals can acquire that practical clinical experience; and

WHEREAS, Sponsoring Institution desires to use Healthcare Facility's facilities for the education and training of its learners ("Learners") and Healthcare Facility recognizes the benefit to the community from accommodating that training and is willing to provide and permit its facilities to be used for those purposes;

NOW, THEREFORE, the parties agree as follows:

1. **Responsibilities of Sponsoring Institution.** Sponsoring Institution will:
 - a. Identify, in consultation with Healthcare Facility, the Learners who will be assigned to Healthcare Facility for on-site clinical and practical training pursuant to this agreement.
 - b. Prepare, together with Healthcare Facility, schedules for the Learners, specifying the hours, days, and months in which the Learners will receive on-site clinical and practical training at Healthcare Facility and the medical specialties to which the Learners will be exposed during that training as set forth in Exhibit A, which is attached to and incorporated into this Agreement.
 - c. Provide information that Healthcare Facility reasonably requests to permit Healthcare Facility to coordinate its scheduling and programming with that of Sponsoring Institution.
 - d. Ensure that all Learners selected for on-site clinical and practical training at Healthcare Facility have satisfactorily completed all portions of Sponsoring Institution's curriculum that are prerequisites for the on-site training, and provide to Healthcare Facility, upon request, copies of the curriculum, course objectives, and syllabi of the applicable educational programs.
 - e. Prove to Healthcare Facility that each Learner is current on the following matters: ACLS certificate, BLS certificate, TB testing, Hepatitis B vaccine, drug screen, flu vaccination, and other matters that Healthcare Facility reasonably requires.
 - f. Instruct Learners to comply with the federal Occupational Safety and Health Administration regulations governing employee exposure to bloodborne pathogens in the workplace; and train Learners about the hazards associated with blood and other potentially infectious materials, the protective measure to minimize the risk of occupational exposure to bloodborne pathogens, the appropriate actions to take in an

emergency involving exposure to blood, and the reasons the Learner should participate in Hepatitis B vaccination and post-exposure evaluation and follow-up.

- g. Except to the extent Sponsoring Institution is a state institution subject to state laws prohibiting or superseding the requirements of the subsection, maintain, throughout the term of this Agreement, professional liability insurance covering the Learners, the Sponsoring Institution faculty participating in the program ("Faculty"), and Sponsoring Institution, with limits not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate; general liability insurance covering Sponsoring Institution and the Faculty, with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate; and workers' compensation insurance covering Sponsoring Institution and the Faculty, in the minimum amounts required by applicable state law; and upon Healthcare Facility's written request, provide a certificate of this insurance coverage to Healthcare Facility. Sponsoring Institution may provide the coverage through a program of self-insurance.
- h. Require Learners to have health insurance coverage at all times during their activities at Healthcare Facility pursuant to this Agreement and to provide evidence of that coverage upon request by Healthcare Facility.
- i. Maintain throughout the term of this Agreement all licenses and permits required by state law or any federal or local authority for the training of Learners, and accreditation by all other appropriate accrediting authorities.
- j. Represent that no adverse action by the federal government could result in exclusion from a federal healthcare program has occurred or is pending or threatened against Institution, its affiliates, or, to the best of Sponsoring Institution's knowledge, against any of the Learners; and refrain from performing any act that would cause Sponsoring Institution to be excluded from a federal healthcare program.
- k. Notify Healthcare Facility within 48 hours after Sponsoring Institution has notice that Sponsoring Institution, any of its affiliates, or any of the Learners participating hereunder has been excluded from a federal healthcare program. If any of the Learners participating in training under this Agreement is excluded from a federal healthcare program, Sponsoring Institution will immediately remove the Learner from participating in that training. If Sponsoring Institution, an affiliate of Sponsoring Institution, or any of the Learners is excluded from a federal healthcare program, Healthcare Facility may immediately terminate this Agreement.
- l. With respect to each Learner who will participate pursuant to this Agreement, check available federal government databases and confirm, prior to the beginning of that participation and annually thereafter, that the Learner is not on any list of persons excluded from federal healthcare programs; and, on an annual basis, provide written certification to Healthcare Facility that the annual exclusion list check required by this subsection has been performed and that, to the best of Sponsoring Institution's knowledge, no Learner has been excluded from any federal healthcare program.
- m. With respect to each Learner who will participate pursuant to this Agreement, confirm in writing to Healthcare Facility prior to the beginning of that participation that the Learner has passed a criminal background check within the preceding two months.

- a. Refrain from disclosing or permitting the disclosure of any Healthcare Facility confidential or proprietary information to any third party for any reason without Healthcare Facility's written consent, except as permitted in this Agreement, as a court or governmental agency may order, or as otherwise required by law; and following the termination of this Agreement, refrain from retaining and from allowing any Learners or Faculty to retain any confidential or proprietary information of Healthcare Facility. In the event of a breach or a threatened breach by Sponsoring Institution of this provision, Healthcare Facility will be entitled to an injunction restraining Sponsoring Institution from disclosing or permitting disclosure of Healthcare Facility confidential or proprietary information, without the necessity of Healthcare Facility's posting a bond. Nothing herein may be construed as prohibiting Healthcare Facility from pursuing any other remedies available to it for the breach or threatened breach, including the recovery of damages from Sponsoring Institution.

2. Responsibilities of Healthcare Facility. Healthcare Facility will:

- a. Permit Learners to use its facilities in connection with their on-site practical, clinical training;
- b. Encourage Healthcare Facility staff to interact and cooperate with the Learners in an appropriate manner with respect to the on-site training;
- c. Permit Learners to use diagnostic and therapeutic equipment as appropriate in connection with their on-site training, and as patients' healthcare needs may warrant;
- d. Permit the Learners to accompany Healthcare Facility personnel as appropriate to the Learners' on-site training;
- e. Permit the Learners to observe Healthcare Facility personnel in their diagnostic and patient care procedures and treatment and their use of Healthcare Facility equipment as relevant to the Learners' on-site training;
- f. Permit Learners to participate in direct patient care when appropriate and under direct supervision of Healthcare Facility personnel or medical staff;
- g. Permit the Learners to use Healthcare Facility amenities such as the cafeteria, rest rooms, conference areas, and parking facilities, on the same basis as they are available to others engaged in on-site clinical training programs at Healthcare Facility's premises;
- h. Provide an orientation for the Learners with respect to Healthcare Facility's operations, policies, and procedures, and the location of facilities and equipment relevant to the Learners' on-site training;
- i. Arrange for emergency medical treatment for the Learners necessary during the clinical training activities; but Healthcare Facility will not be responsible for costs involved, follow-up care, or hospitalization; and
- j. Provide the Learners with Healthcare Facility's rules and regulations; inform them about federal and state laws and regulations regarding the confidentiality of information and records maintained by Healthcare Facility (including without limitation the Health Insurance Portability and Accountability Act of 1996, or "HIPAA"); and hold the Learners responsible for conforming to Healthcare Facility's standards of performance,

dress, and deportment, and other applicable Healthcare Facility policies and procedures and applicable laws. Solely for the purpose of defining the Learners' role in relation to the use and disclosure of protected health information, the parties acknowledge that the Learners are considered part of Healthcare Facility's workforce for purposes of HIPAA when engaged in activities pursuant to this Agreement.

3. **Scheduling.** Sponsoring Institution and Healthcare Facility will jointly determine the dates, times, and other arrangements for Learners' practical, clinical experiences pursuant to this Agreement, all with a view to ensuring the proper coordination of Healthcare Facility's needs and programming with the Learners' on-site training needs.
4. **Removal of Learners.** Healthcare Facility may, in its sole and absolute discretion, refuse the use of its facilities to any Learner who does not meet Healthcare Facility's professional and other standards and requirements. Sponsoring Institution will withdraw a Learner from Healthcare Facility for reasonable causes specified by Healthcare Facility, or if the safety of any patient or individual is in jeopardy, as determined in Healthcare Facility's sole discretion.
5. **Patient Care.** Healthcare Facility will at all times remain responsible for the safety and welfare of its patients. Nothing in this Agreement limits Healthcare Facility's responsibility for providing medical care for its patients.
6. **Cooperation and Liaison.** Healthcare Facility and Sponsoring Institution will act in good faith and cooperate with each other in implementing this Agreement. In that regard, the parties will establish administrative oversight as necessary to address the Learners' clinical training and to prevent interference with Healthcare Facility's providing care to its patients. The parties will maintain adequate communication with each other, make operational changes as appropriate or necessary, and discuss any problems that arise concerning the affiliation described in this Agreement. Healthcare Facility will permit Sponsoring Institution's clinical coordinator to visit Healthcare Facility's premises at a mutually convenient time for the purpose of ascertaining whether Sponsoring Institution's educational objectives for its Learners are met at Healthcare Facility.
7. **Term and Termination.** The initial term of this Agreement is one year, beginning on the Effective Date. This agreement will automatically renew for four successive one-year terms. Either party may terminate this Agreement, with or without cause, at any time, by giving the other party at least 60 days' written notice of termination. In the event of termination, the parties will allow Learners then participating in a rotation at Healthcare Facility as part of an educational program pursuant to this Agreement to complete the rotation.
8. **Indemnification.** Except to the extent Sponsoring Institution is a state institution subject to state laws prohibiting or superseding the requirements of this subsection, each party ("Indemnifying Party") will indemnify the other party ("Indemnified Party") and hold it harmless against all third-party claims and related costs and expenses (including reasonable attorneys' fees) that are brought against or incurred by the Indemnified Party as a result of the negligence, willful misconduct, violation of law, or breach of this Agreement by the Indemnifying Party or any of its employees or agents. Nothing in this paragraph or this Agreement waives or alters any immunities provided to Sponsoring Institution, its officers, employees, and agents under State of Texas or federal law.
9. **Notification of Claims.** Each party will notify the other party in writing as soon as possible of any incident or claim arising out of or in connection with this Agreement that could result in a liability or claim of liability against the other party. The party receiving the notice will have the

right to investigate the incident or claim and the party giving the notice will cooperate fully in that investigation.

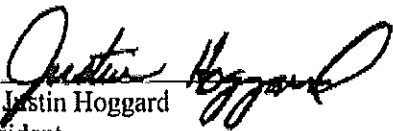
10. **Notices.** Any notices contemplated under this Agreement will be effective when personally delivered or when received through a recognized commercial overnight delivery service, or certified mail, return receipt requested, posted to the address listed below for the party intended to receive it or to such other address as that party may have provided in accordance with this section.
11. **Records and Access.** In accordance with the Social Security Act, Sponsoring Institution will make its contracts, books, documents, and records available to the Comptroller General of the United States, the United States Department of Health and Human Services, and their duly authorized representatives until the expiration of seven years after the termination of this Agreement. All records, books, and papers of Sponsoring Institution pertaining to the performance of this Agreement will be open to inspection during normal business hours by Healthcare Facility and by authorized federal and state authorities.
12. **Counterparts and Amendments.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. Any amendments to this Agreement must be in writing and signed by both parties.
13. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign the Agreement without the other party's consent to an entity affiliated by ownership or control to the assignor or that holds the license to operate the assignor.
14. **Relationship of Parties.** Healthcare Facility and Sponsoring Institution are independent contractors. Nothing in this Agreement may be construed as constituting either party as the partner or agent of the other party.
15. **Non-Exclusive Agreement.** This Agreement is not an exclusive contract. The parties, at their option, may enter into other affiliation agreements with third parties.
16. **Learners' Not Employees of Healthcare Facility.** The Learners are not employees, agents, officers, or servants of Healthcare Facility, and Sponsoring Institution will instruct them not to represent themselves as such. Learners will not be entitled to occupational health benefits in the event of injury occurring on Healthcare Facility's premises.
17. **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or any other provision.
18. **Severability.** If a portion of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in full force and effect.
19. **No Third-Party Beneficiary.** Nothing in this Agreement is intended to confer any right or benefit upon any third party, including without limitation any patient of Healthcare Facility or any Learner.
20. **Choice of Law.** This Agreement will be governed by and construed in accordance with the law of the state where Healthcare Facility is located.

21. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), Sponsoring Institution designates Healthcare Facility as a school official with a legitimate educational interest in the educational records of Learners who participate in an educational program pursuant to this Agreement, to the extent Healthcare Facility requires access to the records to carry out its responsibilities under this Agreement. Healthcare Facility will maintain the confidentiality of the educational records in accordance with FERPA.
22. **Multiple Entities as Healthcare Facility.** If and to the extent that the Healthcare Facility consists of multiple legal entities named in the initial paragraph of this Agreement (each, an "Entity"), the following provisions will apply:
- a. Each Entity signs and enters this Agreement solely for the purpose of obligating itself with respect to healthcare facilities that the Entity owns and/or operates ("Entity Facilities"), and each Entity's rights under this Agreement apply only with respect to its Entity Facilities.
 - b. Each Entity has the right to accept or decline Learners under this Agreement for any academic year and any medical specialty on behalf of its Entity Facilities, jointly or severally.
 - c. Each Entity may terminate this Agreement as to itself, in accordance with the termination provisions in this Agreement, without affecting the effectiveness of the Agreement as to any other Entity.
 - d. Subject to each Entity's right to terminate the Agreement as set forth above, each Entity appoints _____ as the Entity's agent with the power to to amend, extend, or terminate this Agreement and to bind the Entity to any such amendment, extension, or termination.

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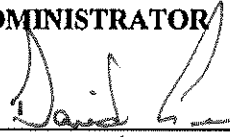
SIGNED as of the Effective Date.

SPONSORING INSTITUTION


Dr. Justin Hoggard
President
Coastal Bend College

Date: 8-18-2020

**OTTO KAISER MEMORIAL HOSPITAL
ADMINISTRATOR**


David Lee
CEO
Otto Kaiser Memorial Hospital

Date: 8/20/2020