



AFFILIATION AGREEMENT

**AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES
FOR THE EDUCATION OF ASSOCIATE OF APPLIED SCIENCE IN NURSING STUDENTS**

Between
Lamar Institute of Technology
and
West Sabine Independent School District

October 9, 2023 – September 30, 2025

AFFILIATION AGREEMENT

This agreement dated September 1, 2021 (“effective Date”) between Lamar Institute of Technology – ASSOCIATE OF APPLIED SCIENCE IN NURSING Program and **West Sabine ISD** (“Facility”). In this agreement all clinical training, fellowships, internships, preceptorships or field experiences will be referred to as "clinical education experiences."

In consideration of the mutual promises herein contained, the parties agree as follows.

I. TERM OF AGREEMENT

- 1.1 **Term:** This Agreement is effective as of the date Agreement is fully executed by both parties (**October 9, 2023**) and will expire twenty-four (24) months after the effective date unless earlier terminated in accordance with Sections 1.2, 1.3 and/or 1.4.
- 1.2 **Termination:** The Agreement may be sooner terminated on the first to occur of the following:
 - 1.2-1 **Termination by Agreement.** Notwithstanding anything contained herein to the contrary, Facility and Lamar Institute of Technology may terminate this Agreement by mutual written agreement, and in such event this Agreement shall terminate upon the termination date specified in such agreement.
 - 1.2-2 **Termination Without Cause.** Both Facility and Lamar Institute of Technology shall have the option to terminate this Agreement by sending the other party a written statement of intent to terminate this Agreement. Said written statement must be received by the other party on or before sixty (60) days prior to the termination date set forth in such notice. Upon receipt of said written statement, this Agreement shall remain in force and effect and terminate upon the termination date specified in the statement.
 - 1.2-3 **Termination on Notice for Default.** Notwithstanding anything contained herein to the contrary, either Facility or Lamar Institute of Technology shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the party to whom such notice is given has breached any provision of this Agreement, and such breach shall not have been cured within twenty (20) days following the receipt of such notice.
- 1.3 **Effects Of Termination:** Upon termination of this Agreement, as hereinabove provided, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination and (ii) obligations, promises, or covenants contained herein which are expressly made to extend beyond the Term of this Agreement, including, without limitation, confidentiality of information, indemnities, and offers to employees.
- 1.4 **Early Termination:** Upon early termination of this Agreement, Facility may permit a student to complete their clinical education experience at Facility if said clinical education experience has already commenced prior to termination of the Agreement.

Such permission shall be granted by **West Sabine ISD (Facility)** on a case-by-case basis, but approval of same shall not be unreasonably withheld by *Facility*. Under no circumstances shall any students begin their clinical education experience after notice of termination has been given by *Facility*.

II. DUTIES OF THE FACILITY

- 2.1 **Use of Facilities:** The *Facility* will permit students enrolled in Lamar Institute of Technology to use its facilities, equipment, library, and supplies, within the guidelines and restrictions established by the *Facility* in order that such students may obtain practical clinical education experiences in, patient care as a part of their educational studies at Lamar Institute of Technology. The *Facility* retains the right to accept or reject any proposed student at any time without cause.
- 2.2 **Duties and Activities:** The parties' representatives will mutually determine the specific clinical education experience that Lamar Institute of Technology students will perform.
- 2.3 **Equipment Provided by Facility:** The *Facility* will provide and maintain (or cause to be provided and maintained, if appropriate) such facilities, equipment and supplies, as it deems necessary for the students' performance of their clinical education experience this agreement.
- 2.4 **Safety Equipment Provided by the Facility:** The *Facility*, as it deems necessary and proper, shall make available the necessary safety equipment and supplies, consistent with current policies in regard to availability. The *Facility* shall also provide orientation for the students to the *Facility*.
- 2.5 **Student Health Needs:** The *Facility* is not required to provide health services to Lamar Institute of Technology or faculty members who supervise their clinical education experiences under this agreement except in emergency situations. The student or faculty member requiring emergency care is responsible for paying the costs associated with providing such care.
- 2.6 **No Employer-Employee Relationship:** The ASSOCIATE OF APPLIED SCIENCE IN NURSING students made subject of this agreement will perform their clinical education experience activities as part of their education in the ASSOCIATE OF APPLIED SCIENCE IN NURSING Program of Lamar Institute of Technology. Consequently, no compensation or payment of any kind is due such students by the *Facility* and there is no employer-employee relationship between the *Facility* and the student during the clinical education experience. Conversely, the *Facility* will not charge such students or Lamar Institute of Technology any fee or other amount for the use of its facilities, equipment, library or supplies under this agreement.
- 2.7 **Student Supervision:** The Lamar Institute of Technology students completing clinical education experiences in the *Facility* shall be subject to the supervision of the *Facility*'s staff at all times. The supervision will follow the appropriate professional guidelines and jurisdictional regulations established for the health care profession for which the student has been assigned. Students in *Facility* will be under direct supervision of

Program Director or his/her designee and are subject to the rules and regulations established by *Facility* and the department in which students may be assigned.

III. DUTIES OF LAMAR INSTITUTE OF TECHNOLOGY

- 3.1 **Supervision:** Lamar Institute of Technology will be responsible for assignment, evaluation, counseling and guidance of students assigned to the F *Facility*. Each Department or Program within Lamar Institute of Technology will identify an appropriate faculty member to provide supervision of the clinical education experiences for its students and as appropriate for that profession. The Departments and Programs, as well as the appropriate faculty member for each are identified in Addendum A.
- 3.2 **Salaries of Instructors:** The salaries and expenses of Lamar Institute of Technology faculty shall be paid by Lamar Institute of Technology. There will be no employer-employee relationship between the *Facility* and Lamar Institute of Technology faculty during instructional time.
- 3.3 **Schedules:** Lamar Institute of Technology will provide the *Facility* with the appropriate schedules indicating the time period during which the students are expected to complete their clinical education experience activities at the *Facility*.
- 3.4 **Students' Records:** Lamar Institute of Technology will maintain student records to meet accepted educational and professional accreditation standards.
- 3.5 **Student Assignment:** In cooperation with the *Facility*, Lamar Institute of Technology will arrange for student assignments at the *Facility* to complete clinical education experiences required by the health care profession.
- 3.6 **Policies and Procedures:** Students shall abide by all policies and procedures of the *Facility*, Lamar Institute of Technology, and the ASSOCIATE OF APPLIED SCIENCE IN NURSING Program for which they are completing the clinical education experience. The basic education for compliance with HIPAA will be the responsibility of Lamar Institute of Technology and will be completed prior to the student's assignment to the *Facility*.
- 3.7 **Professional Liability Insurance:** Lamar Institute of Technology will require all students enrolled in Lamar Institute of Technology to purchase professional liability insurance under a blanket policy for all in the minimum amount of \$1,000,000 per claim \$3,000,000 in the aggregate prior to participating in clinical education experiences. This blanket policy will also cover Lamar Institute of Technology faculty members who provide academic or clinical teaching under this agreement. Lamar Institute of Technology will furnish a copy of this policy to the F *Facility* upon request.
- 3.8 **Immunization Requirements:** Lamar Institute of Technology will require all students participating in clinical education experiences involving patient contact or exposure to patient to submit a health report to their appropriate department or program chair. A physician must complete the health report, which will indicate completion of tests for poliomyelitis, mumps, measles, tetanus, a chest x-ray or TB test and the Hepatitis B

vaccine series. Lamar Institute of Technology will maintain these records and furnish them to the *Facility* upon request.

- 3.9 **Infection Control Training**: Lamar Institute of Technology agrees to provide those students who may be involved in patient care with comprehensive infection control training, including blood borne pathogens, prior to rotation at the *Facility*.
- 3.10 **Criminal Background Check**: As of September 1, 2005, Lamar Institute of Technology will inform students that the *Facility* may require criminal background checks for all students, at the student's expense.


IV. CASE RECORDS AND HISTORIES


- 4.1 **Property of Facility**: All case records, case histories and regular files concerning patients at the *Facility* or parties consulted; interviewed or cared for by the Lamar Institute of Technology students pursuant to this agreement shall belong to and remain the property of the *Facility*
- 4.2 **Confidentiality**:
- 4.2.1 Each student, faculty member, or other Lamar Institute of Technology sponsored participant in the Program shall execute an acknowledgement of patient confidentiality and of compliance with the policies and procedures of Institution.
- 4.2.2 The *Facility* is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation") and to the extent that student(s) are participating in the Program, such student(s) shall:
- a. Be considered part of Hospital's workforce for HIPAA compliance purposes in accordance with 42 CFR §164.103, but shall not be construed to be employees of Hospital;
 - b. Receive training by Hospital on, and be subject to compliance with, all of Hospital's privacy policies adopted pursuant to the Regulations; and
 - c. Not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a student has access through Program participation that has not first been de-identified as provided in 42 CFR §164.514(a);
 - d. No services are being provided to Hospital by Lamar Institute of Technology pursuant to this agreement and therefore this agreement does not create a "business associate" relationship as that term is defined in 42 CFR §160.103.

V. MISCELLANEOUS

- 5.1 **Non-Discrimination**: No person shall be excluded from participation in, denied the benefits of, or be subject to discrimination under any program and activity sponsored or conducted by Lamar Institute of Technology on any basis prohibited by applicable law, including, but not limited to, race, color, age, national origin, religion, sex, or disability.
- 5.2 **Governing Law**: This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.
- 5.3 **Only Agreement**: This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between parties respecting the within subject matter.

EXECUTED as of the Effective Date.

FOR SCHOOL:
 Lamar Institute of Technology

 Signature _____
 Date: 1/29/21
 Name: Angela Hill, PhD
 Title: Provost/Vice President Instruction
 Address: 855 E Lavaca
 Beaumont, Texas 77705

HEALTHCARE FACILITY:
 West Sabine ISD

 Signature _____
 Date: 10/9/2023
 Name: Carnelius Gilder (credentials)
 Title: Superintendent of Schools
 Address: 101 Timberland Hwy W
 Pineland, TX 75968

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EXHIBIT A

LIT Students to Complete Below Waiver of Claims

PROGRAM PARTICIPANT AGREEMENT
AND WAIVER OF CLAIMS

I, _____, a student at Lamar Institute of Technology, as a condition of participation in the Clinical Rotation under the ASSOCIATE OF APPLIED SCIENCE IN NURSING PROGRAM of Lamar Institute of Technology (the "Clinical Rotation Program") at the facilities of **West Sabine ISD (Facility)** located in Hemphill (Fairmount), Texas, agree as follows:

CONFIDENTIALITY: I shall maintain the confidentiality of and shall not disclose any information relating to patients of HOSPITAL. I understand and agree that any breach in confidentiality will result in my immediate expulsion from the Clinical Rotation Program at **(Facility)**.

ATTITUDE AND BEHAVIOR: I understand and agree that **(Facility)** has the right and responsibility to terminate my participation in the Clinical Rotation Program in the event that my attitude or behavior does not conform to **(Facility)** standards of conduct.

WAIVER OF CLAIMS. It is further expressly understood and agreed that neither I nor my executors, administrators, personal or legal representatives, heirs, or assigns shall have any right to bring any suit, claim, or cause of action against any one or more of **(Facility)** and **(Facility)**'s officers, directors, trustees, employees, agents, successors and assigns, hereinafter collectively called the "Facility's Parties", and that none of the **(Facility)** Parties shall have any liability to me or my executors, administrators, personal representatives, heirs, or assigns for any bodily injury, illness or any damage to or loss of use of any of the property belonging to me in any manner arising out of, or related to, my participation in the Clinical Rotation Program at the Facilities, whether or not under the supervision of any one or more of the **(Facility's)** Parties, including, without limitation, any such bodily injury, illness, death, or property loss or damages arising out of any actual or alleged defect or dangerous condition existing at the Facilities or any part or parts thereof or in any equipment located therein.

Executed this the ____ day of _____, 20 ____.

Signature

Printed Name

EXHIBIT A

CLINICAL EDUCATION PROGRAM SPECIFICATIONS

Lamar Institute of Technology ASSOCIATE OF APPLIED SCIENCE IN NURSING students will observe and assist in given tasks as deemed appropriate by the nursing personnel of assigned areas of care within **West Sabine ISD** and the LIT Nursing Clinical Instructor. These tasks will be within the scope of the student's educational process of his or her level of nursing education.

Department Access (varies dependent upon student level):

School Nurse
Elementary School
Junior High School
High School
Health Education Courses
Health Occupations Courses
Pre-school
Special Needs Classes
Health Promotion Outreach

EXHIBIT C

CLINICAL EDUCATION PROGRAM SPECIFICATIONS

ASSOCIATE OF APPLIED SCIENCE IN NURSING PROGRAM

Nursing Student Skills

ASSOCIATE OF APPLIED SCIENCE IN NURSING students learn basic nursing skills during the first semester. Throughout the nursing program, students gain specialty nursing skills in addition to basic skills. A basic outline of nursing skills students may perform with guidance and assistance from registered nurse staff and LIT Nursing faculty is provided below.

Specific course measurable learning outcomes/ objectives, clinical rotation schedules, and verification of student compliance with requirements for entering the clinical *Facility* will be provided to the *Facility* at the beginning of each semester. Clinical rotations will be scheduled on days, evenings, nights, and weekends pending nurse/patient availability and upon agreement of the clinical *Facility*.

First Semester Learning Outcomes & Nursing Skills

1. *As outlined in the learning plan, apply the theory, concepts, and skills involving specialized materials, tools, equipment, procedures, regulations, laws, and interactions within and among political, economic, environmental, social, and legal systems associated with the occupation and the business/industry.
2. *Demonstrate legal and ethical behavior, safety practices, interpersonal and teamwork skills, and appropriate written and verbal communication skills using the terminology of the occupation and the business/industry.
3. Discuss the role of professional nurse within the nurse's legal scope of practice and in accordance with policies in the practice setting.
4. Describe evidence-based clinical reasoning and judgments for optimal patient outcomes.
5. Identify evidence-based practice outcomes as a basis for decision-making for diverse patients and groups across the lifespan.
6. Implement compassionate, theory-based, and individualized care for diverse patients across the lifespan.
7. Classify patient goals, assignments, delegation tasks, and mandatory reporting based on knowledge of the Texas Nursing Practice Act and best safety practices which reduce risk.
8. Recognize interprofessional care and teamwork strategies during global health emergencies, pandemics, and other situations to promote health, patient safety, equity, and inclusion.
9. Define teamwork and collaboration strategies in the role of healthcare advocate for diverse patients and groups across the lifespan.
10. Report goals and strategies for diverse patients/families across the lifespan and in various settings, for health promotion, disease prevention, rehabilitation, health maintenance, and the restoration of health.

1st Semester Nursing Skills

<ul style="list-style-type: none"> ● Focus on adult and older adult population ● Initial, focused, and on-going physical assessment (adult and older adult) ● Ambulation and ambulation assistive devices ● Enteral feedings (nasal or gastric tube) ● Nasogastric or duodenal feeding tube insertion ● Assistance with bowel and bladder (bedpan) ● Male and female indwelling urinary catheter ● Male and female non-invasive urinary catheter ● Oral, topical, ophthalmic, and otic medications ● Subcutaneous injections ● Intramuscular injections ● Intravenous access ● Intravenous flush ● Intravenous medications ● Cardiopulmonary Resuscitation (infant, child, adult, older adult) 	<ul style="list-style-type: none"> ● Basic Care and Comfort ● Hygiene ● Positioning ● Vital Signs ● Intake and Output ● Health History ● Glucose monitoring ● Enema ● Wound care ● Oxygen administration ● Therapeutic communication ● Safe patient handling
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Second Semester Learning Outcomes

1. *As outlined in the learning plan, apply the theory, concepts, and skills involving specialized materials, tools, equipment, procedures, regulations, laws, and interactions within and among political, economic, environmental, social, and legal systems associated with the occupation and the business/industry.
2. *Demonstrate legal and ethical behavior, safety practices, interpersonal and teamwork skills, and appropriate written and verbal communication skills using the terminology of the occupation and the business/industry.
3. Demonstrate the role of professional nurse within the nurse's legal scope of practice and in accordance with policies in the practice setting.
4. Interpret evidence-based clinical reasoning and judgments for optimal patient outcomes.
5. Use evidence-based practice outcomes as a basis for decision-making for diverse patients and groups across the lifespan.
6. Organize compassionate, theory-based, and individualized care for diverse patients across the lifespan.
7. Interpret patient goals, assignments, delegation tasks, and mandatory reporting based on knowledge of the Texas Nursing Practice Act and best safety practices which reduce risk.
8. Discuss interprofessional care and teamwork strategies during global health emergencies, pandemics, and other situations to promote health, patient safety, equity, and inclusion.
9. Discuss teamwork and collaboration strategies in the role of healthcare advocate for diverse patients and groups across the lifespan.
10. Implement goals and strategies with diverse patients/families across the lifespan and in various settings, for health promotion, disease prevention, rehabilitation, health maintenance, and the restoration of health.

2nd Semester Nursing Skills

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| <ul style="list-style-type: none"> ● Focus on medical-surgical and pediatric care ● Continue to practice previously learned skills ● Initial, focused, and on-going pediatric assessment |
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- Growth and development
- Pediatric medication administration
- Preoperative and postoperative care

Third Semester Learning Outcomes

1. *As outlined in the learning plan, apply the theory, concepts, and skills involving specialized materials, tools, equipment, procedures, regulations, laws, and interactions within and among political, economic, environmental, social, and legal systems associated with the occupation and the business/industry.
2. *Demonstrate legal and ethical behavior, safety practices, interpersonal and teamwork skills, and appropriate written and verbal communication skills using the terminology of the occupation and the business/industry.
3. Demonstrate the role of professional nurse within the nurse's legal scope of practice and in accordance with policies in the practice setting.
4. Examine evidence-based clinical reasoning and judgments for optimal patient outcomes.
5. Relate evidence-based practice outcomes as a basis for decision-making for diverse patients and groups across the lifespan.
6. Support compassionate, theory-based, and individualized care for diverse patients across the lifespan.
7. Question patient goals, assignments, delegation tasks, and mandatory reporting based on knowledge of the Texas Nursing Practice Act and best safety practices which reduce risk.
8. Implement interprofessional care and teamwork strategies during global health emergencies, pandemics, and other situations to promote health, patient safety, equity, and inclusion.
9. Use teamwork and collaboration strategies in the role of healthcare advocate for diverse patients and groups across the lifespan.
10. Differentiate goals and strategies for diverse patients/families across the lifespan and in various settings, for health promotion, disease prevention, rehabilitation, health maintenance, and the restoration of health.

3rd Semester Nursing Skills

- Focus on Maternal-child, pediatrics, and mental health
- Continue to practice previously learned skills
- Maternal-child assessment and history
- Observe vaginal birth, caesarean section, and assessment of the progression of labor
- Maternal-child medication administration
- Mental health assessment and history
- Therapeutic communication for patient with alteration in mental health
- Introduction of leadership concepts including case management, quality assurance, and risk management

Fourth Semester Learning Outcomes

1. *As outlined in the learning plan, apply the theory, concepts, and skills involving specialized materials, tools, equipment, procedures, regulations, laws, and interactions within and among political, economic, environmental, social, and legal systems associated with the occupation and the business/industry.

2. *Demonstrate legal and ethical behavior, safety practices, interpersonal and teamwork skills, and appropriate written and verbal communication skills using the terminology of the occupation and the business/industry.
3. Demonstrate the role of professional nurse within the nurse's legal scope of practice and in accordance with policies in the practice setting.
4. Formulate evidence-based clinical reasoning and judgments for optimal patient outcomes.
5. Appraise evidence-based practice outcomes as a basis for decision-making for diverse patients and groups across the lifespan.
6. Value compassionate, theory-based, and individualized care for diverse patients across the lifespan.
7. Defend patient goals, assignments, delegation tasks, and mandatory reporting based on knowledge of the Texas Nursing Practice Act and best safety practices which reduce risk.
8. Critique interprofessional care and teamwork strategies during global health emergencies, pandemics, and other situations to promote health, patient safety, equity, and inclusion.
9. Investigate teamwork and collaboration strategies in the role of healthcare advocate for diverse patients and groups across the lifespan.
10. Develop goals and strategies with diverse patients/families across the lifespan and in various settings, for health promotion, disease prevention, rehabilitation, health maintenance, and the restoration of health.

4th Semester Nursing Skills

- Focus on Critical Care, leadership/management, and preceptorship experience
- Continue to practice previously learned skills
- End of life care
- Postmortem care
- Telemetry monitoring
- Hemodynamic monitoring
- Non-invasive and invasive ventilation techniques
- Central line care
- Chest tubes
- Tracheostomy care
- Suctioning airway
- Therapeutic communication with families of patients in critical condition
- Nursing Management rotation
- House Supervisor rotation