

STEAM Strategic Partners who work with FRANKLIN STEAM students in work-based learning:

1. Hospitals of Providence. Linda Lawson- chief nursing officer who works with Franklin to establish rotations/visits for our health science students.
2. El Paso Municipal Court. Michelle Morales- part time judge and attorney. Helping Franklin students take part in Teen Court to be established in El Paso during the fall 2018.
3. El Paso Electric Company. Jesus Marquez- electrical engineer to help our students become knowledgeable about summer internship opportunities with El Paso Electric.

DUAL CREDIT PARTNERSHIP AGREEMENT

Between

El Paso Independent School District

(Name of District]High School)

And

El Paso County Community College District

This Dual Credit Partnership Agreement (Agreement) between El Paso Independent School District (District/High School) and El Paso County Community College District (EPCC or the College) is designed to allow high school students an opportunity to earn dual high school credit and college credit. 19 Texas Administrative Code (19 TAC), Chapter 9, Subchapter H, Partnerships between Secondary Schools and Texas-Public Two-year Associate Degree-Granting Institutions establishes authority and rules for two-year associate degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and collegelevel credit. Dual Credit Requirements are identified/outlined in 19 TAC Chapter 4, Subchapter D, Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges, {4.85.

The following conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board Rules and Regulations:

1. Purpose

The Purpose of this Agreement is to facilitate the cooperation between the College and the School District in the provision of dual credit college courses for qualified students.

2. Eligible Courses

- a. Only courses as permitted by 19 TAC, Part 1, CH4, Subchapter D, 54.85 (a) identified as college-level academic courses in the current edition of the EPCC Catalog or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) may be used for dual credit.
- b. Courses approved for dual credit for an individual student must be applicable to a college or university certificate or degree.
- c. Course matching is a requirement for any dual credit course. In order to open any dual credit course, it must be paired with an equivalent high school class. The learning objectives for the college course and the TEKS for the high school class must have significant overlap, or "match". If an equivalent high school class does not exist, then the college course cannot be offered by the high school for dual credit.
- d. Any TEKS not covered by the college course will be taught by the high school and accounted for separately from the required content ofthe college course.

3. Student Eligibility

- a. High School students will meet State and EPCC requirements for admission to the College.
- b. High School students must take the EPCC placement tests and/or provide EPCC approved additional test scores in math, reading, and writing as well as course-specific placement test scores where applicable and have the course prerequisites prior to enrolling in college-level courses.
- c. High School students shall not be enrolled in more than courses allowable by state laws and Texas Administrative Code and Regulations.

4. Instructional Calendar

The College dual credit courses on the high school campus (not distance education sections, which will comply with the College calendar) comply with the School District's instructional calendar.

5. Location

- a. The facilities of the High School campus will predominately be used to conduct dual credit instruction, but EPCC facilities may be used as appropriate.
- b. the High School does not have an instructor who is qualified and selected by EPCC to deliver a dual credit course onsite at the High School campus, the course may be located online with an instructor provided by the College, depending on the availability of resources.
- c. A qualified instructor may be provided by the college to teach the college course on the high school campus, but the high school will bear the cost of the instructor. A high school may also contract directly with an EPCC credentialed insfructor to deliver the college course on the high school campus.

6. Student Composition of Classes .

Courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class (composed of students taking the course for high school credit only and students taking the course for dual credit) may be allowed only under one of the following conditions:

- a. If the course involved is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
- b. If the high school credit-only students are College Board Advanced Placement students.
- c. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit (any college credit for

these articulating students will only be awarded after graduation from high school and subsequent enrollment at EPCC).

7. Faculty Selection, Supervision, and Evaluation

All instructors must meet the requirements as specified by the Commission on Colleges of the Southern Association of Colleges and Schools and other pertinent accreditation agencies in accordance with EPCC practices and decisions regarding the implementation of the requirements (see EPCC Credentialing Guidelines).

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- a. The College shall select, supervise, and evaluate dual credit high school instructors of dual credit courses using the same procedures used for EPCC faculty teaching on the main campuses and will maintain the same standards for the evaluation of instructional effectiveness and learning outcomes for the College course taught on the High School campus as the same courses taught at the main campuses of the College.
- b. Official transcripts, an adjunct faculty application, and other documents pertinent to credentials verification of dual credit high school instructors will be kept on file at the EPCC Personnel Office.
- c. Qualified, EPCC-selected and trained dual credit high school instructor member teaching the dual credit course at the High School will do so as part of his or her high school teaching assignment. Nevertheless, the dual credit high school instructor will comply with the College's standards of instruction and evaluation processes. All instructional aspects of the College course will be supervised by the College Instructional Dean.
- d. Each semester the onsite dual credit students will perform a Faculty Evaluation and Student Survey for each dual credit class. The high school is responsible for designating a person to act as a point of contact and an overseer for the administration of these materials and any additional surveys of college students required by the college. Yearly training will be provided by the college for the designated administrators. The Faculty Evaluation process is highly confidential. To encourage a student's willingness to respond with candor regarding their experience in the class without fear of reprisals from the instructor, the Faculty Evaluation will be shared with the instructor, the college dean, the instructional coordinator and the designated high school administrators.
- e. It is required that new Dual Credit faculty attend New Faculty Orientation, which is held during Faculty Development Week at the beginning of the Fall Semester (August) and Spring Semester (January). Additionally, ongoing attendance is required at division and discipline meetings and at one faculty development workshop of the instructor's choice each semester.
- f. In the event the high school credentialed faculty is absent more than 3 days, the high school is responsible for contacting the College Instructional Dean to discuss the anticipated length

of absence, and necessary arrangements for a substitute or replacement. Only discipline/course qualified substitutes/replacement may be used to cover a class. If the high school is unable to find a credentialed discipline/course qualified substitute or replacement, the high school will incur the cost to hire an EPCC qualified faculty.

8. Course Curriculum, Instruction and Grading

EPCC shall ensure that a dual credit course offered at the High School and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, contact hours, course maximum, materials, instruction, and method/rigor of evaluation of student performance, regardless of student composition of the class.

- a. EPCC course syllabi and textbooks must be used in dual credit courses at all times.
- b. The High School will provide each student enrolled in a dual credit course with all textbooks and instructional materials required by the College discipline. Textbooks and other instructional materials may not be shared among multiple students, and students must be allowed to use them both in and out of class as would any College student studying at a main campus of the College.

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- c. The EPCC Office of Distance Education will verify that the High School has adequate technology to support online course delivery.
- d. The High School will identify a high school onsite facilitator to enhance the success of dual credit students enrolled in online courses.

9. Academic Policies and Student Support Services

- a. All academic policies applicable to courses taught on EPCC campuses shall apply to dual credit high school students as outlined on EPCC Procedure 6.00.01.30 and in the College Catalog. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, and processes for addressing instructional issues/concerns.
- b. Dual credit students may utilize the same services that are available to other EPCC students. The College is responsible for ensuring timely and efficient access to such services as academic advising and counseling, college-appropriate (non-curricular) accommodations for students with disabilities, to learning materials (e.g., library resources), and student success initiatives (e.g., tutoring).
- c. Each high school must have an appointed counselor or designee to provide academic guidance regarding dual credit who will encourage course completion and achievement of course work leading to a college degree. EPCC will provide training for the high school counselor or designee.

10. Transcription of Credit

EPCC will transcript college grades immediately upon a student's completion of the performance required in the course and report the official college grade to the High School Registrar and Coordinator.

11. Funding

- a. The dual credit high school instructors will be compensated by the School in accordance with the School's Standard Teacher Salary Schedule. It is not contemplated that the School dual credit high school instructors will be teaching any classes in addition to their regular workload by virtue of their participation in the Program. Said dual credit high school instructors will not receive any monetary compensation from EPCC for their participation in the Program. The dual credit high school instructors teaching courses which result in the award of concurrent credit must meet the same standards, review, and approval procedures used by the College to select faculty responsible for teaching the same courses at the main campus of the College. Dual credit high school instructors will teach courses on a volunteer basis and are entitled to all the rights and privileges accorded to any EPCC part-time faculty member.
- b. EPCC will waive tuition and designated fees for students enrolled in the Dual Credit Program.
- c. Upon mutual agreement, the College will conduct enrollment registration for all qualified students who have met all requirements and are requesting enrollment in dual credit for dual credit courses. A fee of \$150 will be assessed for each student enrolled after the College's Census Date when it is determined that the student or school was responsible for not meeting the deadline.
- d. Three-Peat-Fee will apply for students repeating certain courses more than two times and will be assessed the current EPCC per credit hour fee.
- e. Waived and Incurred Fees
 - i. When the School District provides the instructor (online/onsite), tuition and fees will be waived.
 - ii. When EPCC provides the instructor (online/onsite), tuition and fees will be waived, provided the school pays for the instructor's cost and mileage.

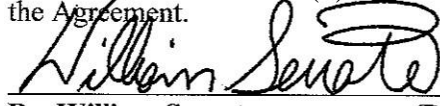
*The Cost of an EPCC instructor might vary from the standard cost listed above based on the number of teaching overloads and annual salary of the instructor.

f. The High School is responsible for all textbook and instructional materials. College-approved textbooks purchased by the High School District may be used for a maximum of four years from the date of initial purchase. The high schools must adhere to textbook procedure number 3.05.10.10 Selection and Ordering of Textbooks. This procedure may be found at <http://WNvw.epcc.edu/InstitutionalEffectiveness/PoliciesandProcedures/3.05.10.10.pdf> In addition, the high school must comply with the textbook tracking requirements by completing and returning the textbook tracking form within the timelines set forth.

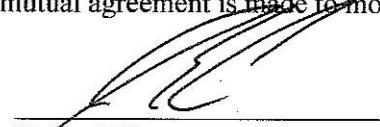
12. EPCC Deans and High School Principals, along with any necessary administrative staff, will meet regularly in order to maintain open lines of communication between the College and their high schools.

This Agreement may only be modified in writing by the School Superintendent and the College President, or their designees, at least 30 days in advance of the modification.

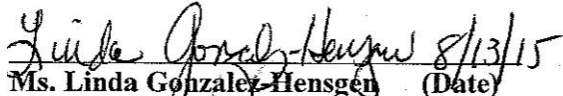
This Agreement will become effective on the date the last party executes the Agreement and will remain in effect for three (3) years or until such time as mutual agreement is made to modify or terminate the Agreement.



Dr. William Serrata (Date)
President



Name/Title (Date)
Superintendent/Principal/Administrator




Ms. Linda Gonzalez-Hensgen (Date)
Vice President, Student Services

Juan E. Cabrera
Print Name
Superintendent/Principal/Administrator



Mr. Steven E. Smith (Date)
Vice President, Instruction & Workforce Education

Approved to Form:



Jeanne C. Collins
EPISD General Counsel

Juan E. Cabrera

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AFFILIATION AGREEMENT In-House Counsel's

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THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the later or the execution of the Agreement by both parties (the "Effective Date") between El Paso Independent School District ("School"), and Tenet Hospitals Limited, a Texas limited partnership, doing business as The Hospitals of Providence ("Hospital").

RECITALS:

A School offers to enrolled students a degree program in the field of Health Science Technology.

B Hospital operates a comprehensive inpatient facility licensed in the State of Texas ("State").

C School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations.

D Hospital has agreed to undertake training activities and to make its facility available to identified students or School for such purposes.

Now, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

I. RESPONSIBILITIES OF SCHOOL.

a. Clinical Program. School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall consist of the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students while in the presence of School employees at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator.

b. Student Statements. School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. Health of Program Participants. School shall provide to Hospital records available to the District showing, for each Program Participant, the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary. including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. Dress Code; Meals. School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. Performance of Services. All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. OSHA Compliance. Program Participants must comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. Program Participants' responsibility with respect to the Regulations also shall include the provision of

the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. Training. Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual review the most current materials regarding Hospital's patient information privacy policies and practices provided to School by Hospital (the "Materials") in their entirety. School shall maintain training records for a minimum of six years, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that reviewed the Materials, as well as the date and time that each reviewed the Materials. Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. Background Verifications. School acknowledges each Program Participant shall be required to submit to a complete background check as a condition of participation in the Program. School shall provide a copy of the completed background check to Hospital prior to the commencement of any Program Participant's participation in the Program. School shall provide Hospital with a description of its background investigation processes, shall attest to Hospital School has completed a background check for each Program Participant in the form attached hereto as Exhibit C, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or SAM exclusion list and (4) any other element required by Hospital to meet state law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

I. Drug Screens. Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

J. Indemnification. The parties understand and agree that the School District in the State of Texas, and pursuant to the Texas Constitution, cannot lend its credit to or agree to indemnify any individual, association, corporation or other entity; therefore, any indemnity, defense, hold-harmless or similar obligation of School in this Agreement is deleted in its entirety. School reserves, and does not waive, its rights of sovereign immunity and similar rights and its rights under the Texas Tort Claims Act. No provision of this Agreement that imposes an obligation or restriction on School not permitted by applicable law shall be enforceable.

2. RESPONSIBILITIES OF HOSPITAL.

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- a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
- b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.
- c. Hospital shall comply at its sole expense with all applicable laws in performance of this Agreement. If this Agreement involves the provision of any services to School, Hospital shall furthermore comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, School Board Policy CH (Legal), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Hospital or any subcontractor [if authorized] with a disqualifying criminal history performs services under the award at or for School; and shall timely provide written certifications thereunder in such form and substance as requested by School.

3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall

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immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits for any of its employees. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is

confidential and constitutes valuable, special and unique property of Hospital ("Confidential Information"). Neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder or as permitted by applicable law, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. As between Hospital, its affiliates, and School, any Confidential Information of Hospital or its affiliates or Data provided to or learned by School for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Hospital. In no event shall School claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services School is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, School shall not use, authorize to use or disclose the Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of School or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Moreover, School hereby waives any and all statutory and common law liens it may now or

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hereafter have with respect to data derived from Hospital's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospital or any affiliate thereof or their respective patients, clients or customers.

b. Terms of Agreement. Except for disclosure to School's legal counsel, accountant or financial advisors (none of

whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. Patient Information. Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and O Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. Privacy of Health Information.

School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. S 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. S 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's

workforce members involved in the student's training program for hospital's training J:\LEGAL\Departmentu.EGALi2015 Folder\SPHN\AffiliationDistrictil.egal

program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a

request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. 164.528.

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No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. Audit. School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. Survival. The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. TERM. The term of this Agreement ("Term"), shall be five (5) year(s) commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term shall be automatically extended for additional terms of one (1) year each (a "Term Extension"), unless either party provides the other with written notice of termination as provided herein. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

9. TERMINATION.

a. Termination. Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed four (4) months. School may, without penalty, terminate this Agreement at the end of any budget period of School occurring during the term of this Agreement, if funds for this Agreement during the succeeding budget period have not been appropriated

b. Effect of Expiration or Other Termination. Upon expiration or other termination of this Agreement, School shall cause Program Participants to

either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. ENTIRE AGREEMENT. This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. DISCLOSURE OF TERMS OF AGREEMENT. School shall not refer to the existence of this Agreement or disclose its terms to any third party, including, without limitation, in any press release, advertising, marketing, publicity or other materials, without the prior written consent of Hospital. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other party. School shall not represent, directly or indirectly, that any product or service of School has been approved or endorsed by Hospital or any of its affiliates, without the prior written consent of Hospital.

13. ARBITRATION. Intentionally Deleted.

14. ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State of Texas, which provision shall survive the expiration or other termination of this Agreement, This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier

addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. Any provision of this Agreement permitting or requiring discretion, consent, or approval by Hospital will be deemed to require that the same be exercised reasonably and in good faith. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

15. COMPLIANCE OBLIGATIONS. Hospital represents that it has provided to School, and School represents it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and

procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/ethicscompliance>. The School shall require anyone providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

16. **EXCLUSION LISTS SCREENING.** School shall screen all of its employees participating in the Program ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>); and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

TENET HOSPITALS LIMITED, DBA THE
HOSPITAL OF PRO DENCE

Name: ally Deitch, RN,
FACHE Title: M ket Ch •ef
Executive Officer Date:

Address: 2 01 North Oregon
El Paso, Texas 79902

SCHOOL DISTRICT

EL PASO INDEPENDENT SCHOOL I

By:


Jeanne C. Collins

Signature: Juan Cabrefa
Title: Superintendent
Date: 5-17-16

Approved
by Forms
Name:

Ju

Date:

Address: 653 1 Boeing Drive

El Paso, Texas 79925

EPISD General Countd

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STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of

C'Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the _____ Program operated by("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct. As conditions imposed by the Hospital for participation in the Program, and as a waiver of rights to privacy otherwise available under the Family Educational Rights and Privacy Act and regulations thereunder, the Health Insurance Portability and Accountability Act and regulations thereunder, and other applicable law, the undersigned furthermore consents to criminal background checks, health examinations, and drug and alcohol testing of the Program Participant, to the release and disclosure of records relating to any of the same, or results thereof, by the School to the Hospital, and to the release and disclosure of health and student records, and protected health information, of the Proggmm Participant by the School to the Hospital.

Program Participant agrees that Students are not employees of Hospital and Hospital does not and is not obligated to provide health or worker's compensation insurance coverage to Students in connection with performance of work under this agreement. Should any student become injured or ill as a result of work performed in conjunction with this agreement, Student shall not seek recovery for such injury or illness from Hospital and shall look solely upon health, o life, disability, or other personal coverage as sole remedy.

Dated this day of , 20

Program Participant

Parent or Legal Guardian if Program Participant is under 18/Print Name

Witness

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the _____ Agreement between ("School") and _____ ("Hospital"), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has viewed a videotape regarding Hospital's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital's and School's privacy policies and procedures and privacy practices.

Dated this _____ day of _____, 20____

Program Participant

Parent or Legal Guardian if Program Participant is under 18/Print Name

Witness

C

HEALTH AND BACKGROUND SCREENING ATTESTATION

SCHOOL NAME

HEALTH OF PROGRAM PARTICIPANTS. School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 6 months or documentation as a previous positive reactor or a chest x-ray taken within the past 6 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.

BACKGROUND CHECKS School has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Hospital is notified in writing, all background checks are negative.

The background check included the following:

1. Social Security number verification.
2. Criminal (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/SAM 5. Other:

ATTENDING STUDENTS:

1. _____

2. _____

STAFF:

2. _____

SCHOOL: _____

Name: _____
Title: _____
Date: _____
