

## **Facility Affiliation Agreement**

This Agreement is between the MINEOLA ANIMAL SHELTER, (Shelter) and TYLER JUNIOR COLLEGE, **a public junior college authorized under the Laws of the State of Texas** (College). The term of the Agreement shall commence on the date of execution and shall automatically renew on a yearly basis unless one party notifies the other party according to "Joint Responsibilities" contained in Section 3 herein.

WHEREAS, it is agreed by the College and the Shelter to be of mutual interest and advantage for the students enrolled in the **Veterinary Technology Program** (the "Program") at the College to be given the benefit of educational facilities for laboratory experience in clinical services; and

WHEREAS, the College and the Shelter have on this date authorized the execution of a contract to cover such services;

THEREFORE, the College makes the following affiliation with the Shelter in order to obtain for a mutually agreed upon number of students of the College's Program, or any part thereof, clinical laboratory training.

IN CONSIDERATION OF THE AFORESAID, the parties hereto covenant, contract, and agree as follows:

### **1. SPECIFIC RESPONSIBILITIES OF COLLEGE:**

1.1 The intent of this agreement is to request access to animal cadavers that have been euthanized or died due to illness or trauma in the normal and routine operation of the animal shelter. The goal of this agreement serves two of the three R's (reduce, replace, refine) recommended for animal use in teaching and research. The total number of animals used in teaching will be reduced. No representative of the College will have any input of any kind regarding euthanasia decisions or the process itself.

1.2 It will be the responsibility of the College, after consultation with the Shelter, to plan, coordinate, and implement the educational goals of the program.

1.3 No remuneration of any kind will be given to the animal shelter in return for access to these specimens.

1.4 The cadaver remains will be disposed of in a manner equal to the procedures used at the animal shelter.

1.5 The College will provide qualified licensed and/or certified instructors to teach all didactic courses in the Program and will provide direction to qualified Shelter personnel who may be assisting with teaching/supervision of clinical education activities at the Shelter.

1.6 The College veterinarian, when a valid client-patient-veterinarian relationship exists and upon the veterinarian's professional judgment, may write prescriptions for the Shelter for the purpose of preventative care.

1.7 The College will provide managerial functions, including admission, scheduling, attendance, accounting, and achievement records similar to those maintained for all students of the College and those required by specific accrediting Boards.

1.8 College faculty members are not employees, agents, or representatives of the Shelter during the time they serve in the role of clinical educators at the Shelter.

1.9 Instructors and students of the College will comply with and abide by the policies and procedures of the Shelter while they are using the facilities.

1.10 The College seeks to provide equal educational opportunities without regard to age, color, religion, national origin, sex, handicap, marital status or veteran status.

1.11 The College will provide an orientation to the Program for Shelter personnel.

1.12 The Program's faculty will coordinate meetings with Shelter representatives for the purpose of reviewing educational goals and progress of students in meeting those goals.

1.13 The College will provide professional and public liability insurance coverage of one million dollars (\$1,000,000) for each occurrence with respect to College employees and students who are enrolled in the Program. Liability Insurance will be carried by the College for both instructors and students.

1.14 The College will provide to the Shelter a Certificate of Insurance stating that the issuing insurance company will not terminate or reduce the insurance so afforded unless thirty (30) days of notice of such termination or reduction has been made to the Shelter.

1.15 It is the College's policy that each student in the Program assumes financial responsibility for his/her health care.

1.16 As required by the Facility, the College will screen all students and faculty members prior to admission or employment. Screening shall include, but not be limited to a criminal background check. The Shelter may reject any participant in the Program if that participant fails to meet the standards applied by the Shelter to its own employees.

1.16 The College will conduct its activities and all operations in strict compliance with all rules and regulations of the Shelter, and all applicable state and other governmental rules and regulations. The College's students, employees, and representatives shall comply with and observe such rules and regulations.

2. SPECIFIC RESPONSIBILITIES OF THE SHELTER:

The Shelter agrees to provide the following:

2.1 Maintain community standard animal care quality and an environment that is conducive to progressive planning.

2.3 Animal care shall remain the responsibility of the appropriately assigned staff person or persons and of the Shelter.

2.4 Copies of policy and procedure manuals.

2.5 Adequate space for Program instructors and students to work with the Shelter animals.

2.5 There shall be no remuneration of any kind between the parties or the participants. Shelter shall perform the functions and responsibilities in keeping with its charitable mission and its commitment to training/education in the health care field.

2.6 The Shelter may request animal care by the Program Veterinarian. The Shelter agrees such care will be according to the agreement as stated in section 1.3.

2.7 Shelter's employees are not employees, agents, or representatives of the College, nor are they in a joint venture with College when serving as the Shelter's clinical educator/supervisor.

2.7 To comply with all laws regarding the confidentiality of the student's educational records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and to comply with all applicable laws in safeguarding any confidential information of College's faculty and students which is in Shelter's possession or control.

2.8 When necessary, and at the Shelter's discretion, the Shelter will provide transportation of the animals to and from the College for services as outlined herein.

2.9 Permit College's students and employees to use its facilities in connection with providing on-site practical, clinical training to the students.

2.10 Facility shall provide Student with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measure to be taken to minimize the risk of occupational exposure to blood borne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood, and (4) information as to the reasons the Student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

3. JOINT RESPONSIBILITIES:

3.1 This Agreement commences on the date of execution and automatically renewed on a yearly basis.

3.2 This Agreement may be terminated with or without cause by either party upon giving at least thirty (30) days prior written notice to the other party by certified mail; provided, however, no such termination shall affect participation of students until expiration of the then academic term.

3.3 The parties enter this agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law.

3.4 The parties recognize that this Agreement at all times is subject to applicable state, local and federal law.

3.5 Confidentiality: Unless otherwise prohibited by law the parties hereto agree to comply with the privacy and security provisions of the Shelter with regard to any communication within the Shelter whether written, electronic or spoken when identified or reasonably assumed to be private or confidential. The parties further agree to execute any other documents that may be required or reasonably necessary. The College further agrees to require its students in the Program to sign any documents that might be required by Shelter for compliance with federal or state privacy laws.

3.6 All parties involved in this Agreement will not discriminate based on sex, race, color, national origin, disability or age.

3.7 College is subject to the Texas Public Information Act (“TPIA”) and, as such, is required, under certain circumstances, to release information that has been deemed to be subject to disclosure under the TPIA. In the event that either party receives a request for information under the TPIA and such request includes the other party’s records, the party receiving such request will notify the other party of such request prior to disclosure, unless otherwise required by law. If any request under the TPIA includes information which may be confidential or proprietary to a party, it will be the sole responsibility of that party to seek to withhold such information by seeking the opinion of the Texas Attorney General. If a party fails to provide documentation to the Texas Attorney General for a determination of confidentiality/privacy or fails to seek injunctive relief restricting the disclosure of such information within the time limits set forth in the TPIA, all information requested may be released to the individual making the request.

3.8 There will be no exchange of monies between the Shelter and the College.

3.9 LIMITATIONS:: THE ENTITIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF TJC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON TJC’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES;

DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER ENTITY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD ENTITIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON TJC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

3.10 INDEMNIFICATION: To the extent allowable by Texas law, the parties shall indemnify and hold harmless each other and their respective officers, employees, or agents (hereafter referred to as "Indemnified Party") against any and all liability (including reasonable attorney's fees and court costs) to any persons or entities (except to the extent such liability is due to the negligence or intentional act of the Indemnified Party) arising from or related to the negligence or willful acts, omissions, or other misconduct of either party or its agents, servants, and employees, in the performance of this Agreement. By agreeing to this provision and entering into this Agreement, College does not, in any way, waive its entitlement to government immunity.

3.11 Notice. Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

City of Mineola:  
City Manager  
Mercy Rushing  
300 Greenville Highway  
(US 69 N)  
Mineola, Texas 75773  
(903) 569-6183

TYLER JUNIOR COLLEGE  
Dr. Cliff Boucher, Dean  
75 Miranda Lambert Way, Suite 16  
Lindale, Texas 75771  
(903) 510-3100

3.12 Venue; Governing Law: Smith County, Tyler Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the entities and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

3.13 Where herein used, the words Program and Programs mean and include the following:

- **Veterinary Technology Program**

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized officer on the day and year first above written.

**For Tyler Junior College:**

\_\_\_\_\_  
Dr. Deana Sheppard, Provost  
Tyler Junior College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Cliff Boucher, Dean  
School of Engineering, Mathematics and Sciences  
Tyler Junior College

\_\_\_\_\_  
Date

**For the City of Mineola**

\_\_\_\_\_  
Mayor  
Kent White

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager  
Mercy Rushing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police  
Charles Bittner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shelter Manager  
Jordana Green

\_\_\_\_\_  
Date