

Clinical Affiliation Agreement

Between

Temple High School

And Cornerstone Gardens of Temple ISD

This agreement is made and entered into on the 1st day of August 2026 between Temple High School, Temple Independent School District (School) and Cornerstone Gardens of Temple.

The SCHOOL offers career preparation programs for its students to help provide for the future needs of the community and healthcare workers. One of the career preparations programs offered at the SCHOOL is a course of study leading to a certification as a Certified Nursing Assistant.

Whereas the parties intend by this agreement to set forth the terms and conditions of a clinical education program for the Certified Nursing Assistant (CAN_ students of the Health Science Technology program at the SCHOOL so they may obtain the practical experience necessary to take the Texas Department of Aging and Disability Services' CAN certification examination.

Therefore, in consideration of the foregoing and the mutual promises set forth herein, the SCHOOL and Cornerstone Gardens agrees as follows:

- I. RESPONSIBILITIES OF THE SCHOOL
 - a. The SCHOOL, after consultation with appropriate representatives of Cornerstone Gardens, will provide Cornerstone Gardens discipline-specific goals and objectives for the CAN clinical program at least two weeks prior to the arrival of students.
 - b. The SCHOOL and Cornerstone Gardens together will plan the process for evaluation of student clinical experience.
 - c. The SCHOOL will provide, at least two weeks in advance of the arrival of students, the names of students, attendance dates and schedules to allow Cornerstone Gardens time to accommodate the SCHOOL's students.
 - d. The SCHOOL will inform and explain to its CAN students and parents of the students that during clinical experience at Cornerstone Gardens they will be under the jurisdiction of the employer officials for training purposes and they will follow rules to the extent that such rules apply to the training program.
 - e. The SCHOOL will provide approved instructor(s), acceptable to Cornerstone Gardens, to accompany the students at all times for the clinical experience.

- f. The SCHOOL will ensure that its students and instructor(s) shall wear and appropriate uniform and identification cards in keeping with the requirements of Cornerstone Gardens.
- g. The SCHOOL will ensure that each students and the instructor(s) in the program meet the same immunization requirements as those applied to Cornerstone Garden employees. The SCHOOL maintains the records of such communications.
- h. Cornerstone Gardens is a Covered Entity under the Health Insurance Portability and Accountability Act HIPPA of 1996. Students of the SCHOOL shall function as part of Cornerstone Gardens "workforce" as defined in 45CFR§ 160.103 and shall be subject to the HIPPA policies and provisions of Cornerstone Gardens. The SCHOOL instructs its students in patient confidentiality and HIPPA policies and provisions and will reinforce to the students that they must respect the confidentiality of all patient/client information obtained while on clinical rotations.
- i. The SCHOOL will determine the course of action when a student is determined to be unacceptable by the SCHOOL or clinical site. The SCHOOL will withdraw a student from the clinical rotations if, after consultation with the clinical site, the SCHOOL or site determines that such action be warranted. The SCHOOL shall be solely responsible to conduct the overall clinical education program for its students.
- j. The SCHOOL maintains liability insurance for all of its students and instructors in the program who would participate in the clinical rotation at Cornerstone Gardens.
- k. The SCHOOL will complete and provide appropriate background screening as required.

II. RESPONSIBILITIES OF CORNERSTONE GARDENS

- a. To the extent possible and consistent with operations, Cornerstone Gardens will provide a suitable environment of learning experiences and observation appropriate for the students relating to their training in a Certified Nursing Assistant training program, in accordance with mutually agreed upon educational objectives and guidelines,
- b. Cornerstone Gardens will provide the facilities, equipment and supplies which are necessary in the course of regular patient/client care to achieve the educational objectives of the training program, and which may be required by federal and/or state law and regulations.

- c. Cornerstone Gardens reserves the right, exercisable in its discretion after consultation with the SCHOOL to exclude any student from its premises in the event that such student's conduct or state of health is deemed objectionable or detrimental to the proper administration of Cornerstone Gardens, subject to the non-discrimination clause of this agreement.
- d. The clinical site will keep the SCHOOL informed of any policy changes which may affect the SCHOOL and its students.
- e. Cornerstone Gardens agrees to provide reasonable cooperation to help ensure the success of the SCHOOL's training program.
- f. For students and instructors who incur work related injuries while at the clinical site, Cornerstone Gardens shall only provide initial emergency insurance while the students/instructors are on the premises of Cornerstone Gardens and shall hold harmless Cornerstone Gardens.

III. TERMS AND TERMINATION

- a. This agreement is for a term of 2 calendar years beginning on August 1st of 2026 through July 30th 2028 and may be renewed by mutual consent of parties for additional terms of up to two year indefinitely.
- b. This agreement may be terminated for any reason by either party upon thirty days written notice. Further, in the event of any breach, violation of law or regulations, or the occurrence or existence of any condition, practice, procedures, action, inaction or omission of, by or involving the SCHOOL faculty, staff and/or students which in the reasonable opinion of Cornerstone Gardens constitutes either a threat to the health, safety and welfare of any patient, resident, Cornerstone Gardens employee and/or staff, or a violation of any law, regulation, requirement, license, eligibility, or material agreement governing Cornerstone Gardens operation, then the site shall have the right to summarily and immediately terminate this Agreement upon written notice to the SCHOOL delivered to the address set forth herein,
- c. Notice of termination to Cornerstone Gardens shall be directed to:

IV. LIABILITY

- a. The SCHOOL agrees to indemnify, defend and hold Cornerstone Gardens, its agents, officers, members, employees and volunteers harmless for, from and against any and all claims, damages, losses, causes of action, and demands,

or other liability including, without limitation, reasonable attorney's fees and costs, arising from negligence and/or misconduct of the SCHOOL, its officers, employees, students or agents in the performance of this Agreement, except where caused by the sole negligence or willful misconduct of Cornerstone Gardens.

- b. The SCHOOL agrees to be responsible for all claims and liability for injury to persons or property arising out of or caused by the negligence of its agents, employees or officers in the performance of the duties and obligations contemplated in this agreement,
- c. The SCHOOL shall carry general liability insurance with limits of \$1,000,000 per occurrences and \$3,000,000 in the aggregate, covering the SCHOOL, employees, instructors, and affiliates during assignment. The SCHOOL shall provide its usual Worker's Compensation Insurance or shall self-insure, covering students and employees of the SCHOOL. Said insurance policies shall provide that they are not cancellable and/or modifiable on less than 30 days prior written notice.

V. NON-DISCRIMINATION

Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under the Agreement. Neither party shall discriminate against any student in the program on the basis of race, national origin, color, religious belief, sex, age, marital status, affectional or associational preference or disability.

VI. CONSIDERATION

- a. Under the terms of this agreement, neither party is obligated to make payments of any kind to either party.
- b. Services rendered by students covered under this Agreement are considered to be educational in nature, and therefore, no monetary compensation shall be paid to student by Cornerstone Gardens or patients thereof. Nothing in the execution or performance of this Agreement shall be construed to establish an employee-employer, an agency, a partnership or a joint venture relationship among the SCHOOL, Cornerstone Gardens and the students.

VII. GOVERNING LAW

- a. This agreement shall be governed and construed under the laws of the State of Texas

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment hereof must be made in writing and agreed to by all parties.

IN WITNESS THEREOF, the authorized representatives of the parties hereto have executed this agreement,.

Cornerstone Garden of Temple ISD

Ryan Holler Signature

Ryan Holler, Administrator Printed Name and Title

For Temple High School, Temple Independent School District

Sara Bartlett Signature

Sara Bartlett Director Printed Name and Title