



CLINICAL FACILITY AFFILIATION AGREEMENT

This clinical facility affiliation agreement (“Agreement”) is by and between **TEXAS A&M UNIVERSITY-CORPUS CHRISTI** (hereafter referred to as “University”), a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its College of Nursing and Health Sciences, and **Jefferson County Public Health** (hereafter referred to as “Clinical Facility”), a licensed health care facility. University and Clinical Facility are sometimes hereafter referred to individually as “Party” or collectively as “Parties.”

University, through its College of Nursing and Health Sciences offers a course of study for nursing (hereafter referred to as “Nursing Program”). A critical component of the Nursing Program is providing students with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

University and Clinical Facility share a mutual interest in providing students in the Nursing Program with experience in clinical care and agree to cooperate in the conduct of educational activities (hereafter referred to as “Clinical Placement” or “Clinical Placement Program”) as described below:

I. PURPOSE OF AGREEMENT

This Agreement sets forth the terms under which Clinical Facility will provide University faculty, staff, and student access to its facilities consistent with the purpose of this Agreement. This Agreement also establishes the manner in which University will access the Clinical Facility so that the wellbeing of the Clinical Facility, its staff and patients will not be jeopardized.

II. TERM OF AGREEMENT

This Agreement shall become effective **October 16, 2023** (“Effective Date”) and shall remain in effect through **October 15, 2028** unless sooner terminated as provided in this Agreement. Either Party may terminate this Agreement without cause by giving thirty (30) days written notice to the other. University students scheduled to participate in the Clinical Placement at the time of any such termination shall be allowed to complete their assigned rotations.

III. SCOPE OF THE CLINICAL PLACEMENT

Neither University nor Clinical Facility will incur any financial obligation to the other as a result of this Agreement. University and Clinical Facility acknowledge that the ultimate

responsibility for all patient care remains with Clinical Facility and students will not provide services apart from its educational value.

IV. RESPONSIBILITIES OF UNIVERSITY

University agrees to:

1. Select students for the participation in Clinical Placement, selecting only those students with a satisfactory record in the Nursing Program, and who have met University requirements.
2. Be responsible for making the decision to exclude or remove students from the Clinical Placement Program; and the Clinical Facility will adhere.
3. Provide Clinical Facility with copies of the course outline and course objectives, evaluation criteria as requested and a tentative list of course instructors and their qualifications before the beginning of each clinical rotation.
4. Maintain full responsibility and control for planning and execution of the Nursing Program, including curriculum, evaluation of students, administration, instructor appointments, and other matters which are normally reserved as University functions, such as granting degrees and advising students.
5. Make representatives of University available to Clinical Facility for assistance and consultation as the need arises and when possible.
6. Appoint, in writing, one or more representatives of University to communicate with the Clinical Facility representative(s) during the course of planning for student placement at Clinical Facility.
7. Provide Clinical Facility instructors and/or preceptors during times that students are at Clinical Facility. University will provide proof of licensure in Texas as registered nurses for all University faculty.
8. Advise students of their responsibilities regarding participation in the Clinical Placement, including the responsibility to exhibit professional conduct and to follow all rules and standards set by Clinical Facility and University.
9. Ensure students attend Clinical Placement orientation, if required by Clinical Facility.

10. Provide Clinical Facility with written Clinical Program objectives for each level of student assigned to Clinical Facility.
11. Prepare Clinical Program rotation schedules and ensure that Clinical Facility receives the student schedule before their assignment.
12. Provide to Clinical Facility, when requested, the following information regarding students:
 - a. proof of student blanket professional liability insurance coverage for or on behalf of student;
 - b. proof of each student's current immunizations as required; and
 - c. proof of current basic life support (b/s) for health care providers.
13. Educate students on communicable disease reporting guidelines.
14. Notify student, staff, and faculty that Clinical Facility requires a criminal history background check as a condition for participation in the Clinical Placement Program. The student, staff or faculty member will be required to personally obtain the criminal background check. Clearance information will be provided to Clinical Facility by University. Should the background check disclose adverse information, the student, staff, or faculty member shall immediately be removed from participation in the Clinical Placement Program at Clinical Facility.

V.
RESPONSIBILITIES OF CLINICAL FACILITY

Clinical Facility agrees to:

1. Provide an on-site educational experience which is pertinent and meaningful for students.
2. Designate and inform University of a liaison to schedule hours for students participating in the Clinical Placement Program.
3. Accept from University a number of students appropriate to the staff, space, and operations of Clinical Facility.

4. Allow authorized representatives of University to participate in the Clinical Placement Program planning.
5. Make representatives of Clinical Facility available to University for assistance and consultation as the need arises and when possible.
6. Encourage and allow students to gain properly supervised clinical experience appropriate to each student's level of knowledge and training.
7. Based on the availability of facilities, allow student access to departments appropriate to each student's level of knowledge and training.
8. Immediately provide medical care in the event of acute injury or illness experienced by a student while participating in the Clinical Placement Program, the cost of such health care to be the sole responsibility of the student.
9. Initiate the documentation process for student exposures as well as notifying University for further follow up; draw and process baseline blood samples where appropriate for communicable disease exposures.
10. Be responsible for making the decision to exclude students from individual patient care; and the University and students will adhere.
11. Be responsible for making the decision to deny a student access to the health care facility by sending University written notice; and the University shall advise the student of such decision.
12. Permit the students, staff, and faculty, at their sole cost and expense, to use Clinical Facility's amenities such as the cafeteria, rest rooms, emergency rooms, conference areas and parking facilities on the same basis as that made available to its employees.
13. Provide training to students regarding the confidentiality requirements of Clinical Facility.
14. Provide an orientation for the students, staff, and faculty participating in the Clinical Placement Program of the type and scope provided to its employees with respect to the physical facilities and equipment of Clinical Facility and its policies and procedures.

15. The Clinical Facility shall, if requested, evaluate the performance of assigned students on a regular basis using evaluation forms which are either supplied by the University or are acceptable to the University.
16. The Clinical Facility shall advise the University of any serious deficits noted in the ability of assigned students to progress toward achievement of the stated objectives of the Clinical Placement Program, and to assist the University and the student in attempting to correct these deficiencies.
17. Comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; have and maintain throughout the Term of this Agreement all licenses/permits required for its facilities, personnel, and staff; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University.
18. The Clinical Facility will retain full authority and responsibility for patient care and quality standards and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in the Clinical Facility's facilities, students will have the status of trainees; are not to replace the Clinical Facility staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. Clinical Facility and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.
19. Upon request, the Clinical Facility will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

VI. JOINT RESPONSIBILITIES

University and Clinical Facility agree to act jointly as follows:

1. For determination of the number of students to be assigned to the Clinical Placement Program shall be a joint decision based on staff and space available at Clinical Facility and eligible students enrolled in the Nursing Program who desire to be educated at Clinical Facility.
2. This Agreement does not prevent Clinical Facility from participation in any other program. Nor does this agreement prevent University from placing students with other licensed health care facilities.

3. University and Clinical Facility agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the Clinical Placements under this Agreement.
4. There will be on-going, open communication between University and Clinical Facility to promote understanding of the expectations and roles of both institutions in providing the Clinical Placement for students. University and Clinical Facility representatives will meet, as needed, at the convenience of both Parties to coordinate and improve the Clinical Placement Program.
5. Either University or Clinical Facility may remove a student participating in the Clinical Placement Program if, in the opinion of either Party, the student is not making satisfactory progress. Any student who does not satisfactorily complete the Clinical Placement Program or any portion of thereof may repeat the placement with Clinical Facility only with the written approval of both Clinical Facility and University.
6. At no time shall University students be considered representatives, employees or agents of University or Clinical Facility. University students are not eligible to receive payment for services rendered, replace or substitute for a University or Clinical Facility employee, or possess authority to enter into any form of agreement, binding or otherwise, on behalf of Clinical Facility or University.
7. Clinical Facility and University each acknowledge that neither Party assumes liability for actions taken by students during the time that they participate in the Clinical Placement Program with Clinical Facility.
8. University is not responsible for providing personal liability or medical insurance covering students. It is the student responsibility to provide proof of personal liability before starting the Clinical Placement.
9. Clinical Facility and University shall be responsible for training students regarding Blood borne Pathogens in accordance with the Occupational Safety and Health Administration's ("OSHA") Occupational Exposure to Blood borne Pathogens (29 CFR Part 1910.1030).
10. University, to the extent permitted by the constitution and the laws of the State of Texas, and Clinical Facility agree to defend, indemnify and hold harmless the other party, and their respective agents, officers and employees from and against any and all liability or damages arising from the negligent or willful acts or omissions of the indemnifying party, its agents or employees, except

in all cases to the extent arising from the negligence or intentional misconduct of the indemnified party, its agents or employees.

11. The University and the Clinical Facility will not discriminate, sexually harass, or retaliate against any employee, applicant or student enrolled in their respective programs because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other basis protected by law. Should either the Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. The University takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and the Clinical Facility takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.

VII. FERPA

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Clinical Facility as a school official with a legitimate educational interest in the educational records of the students who participate in the Clinical Placement Program to the extent that access to the records are required by the Clinical Facility to carry out the Clinical Placement Program. The Clinical Facility agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

VIII. HIPAA

University and Clinical Facility agree that:

1. Clinical 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”);
2. To the extent that University students are participating in the Clinical Placement Program and University faculty are providing supervision at the Clinical Facility as part of the Clinical Placement Program, such students and faculty members shall:

- a. be considered part of Clinical Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of Clinical Facility;
 - b. receive training by Clinical Facility on, and subject to compliance with, all of Clinical Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulation; and
 - c. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through participation in the Clinical Placement Program or a faculty member accessed through the provision of supervision at Clinical Facility that has not first been de-identified as provided in 45 CFR §164.514(a);
3. University will not access or request to access any Protected Health Information held or collected by or on behalf of Clinical Facility, from a student or faculty member who is acting as a part of the Clinical Facility's workforce as set forth above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
 4. No services are being provided to Clinical Facility by University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

VIII. MISCELLANEOUS PROVISIONS

1. Execution and modification. This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by both Parties.
2. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
3. Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch

whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

4. Governing Law. This Agreement is construed under the laws of Texas. Parties agree to remain silent in regards to venue.

5. Independent Contractor Status. This Agreement will not be construed as creating an employer/employee relationship between University and Clinical Facility or the students.

6. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

7. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

8. Notice. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

University: Texas A&M University - Corpus Christi
6300 Ocean Drive, MS 5731
Corpus Christi, Texas 78412
attn: Contracts Administration
Email: contracts@tamucc.edu

Clinical Facility: Jefferson County Public Health Unit #1
1295 Pearl
Beaumont, TX 77701
Jefferson County Public Health Unit #2
800 4th Street
Port Arthur, TX 77640
attn: Rachel Dragulski, Director of Nursing
Email: rachel.dragulski@jeffcotx.us
Phone : 409-835-8530

9. Public Information.

- (a) Clinical Facility acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon University's written request, Clinical Facility will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMU-CC.
- (c) Clinical Facility acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Clinical Facility agrees that the Agreement can be terminated if Clinical Facility knowingly or intentionally fails to comply with a requirement of that subchapter.

10. Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Clinical Facility certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Clinical Facility acknowledges this Agreement may be terminated if this certification is inaccurate.

11. Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Clinical Facility certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this

Agreement. Clinical Facility acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12. Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the Clinical Facility certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment, if applicable, withheld if this certification is inaccurate.

13. Verification Regarding Boycotting Energy Companies. To the extent that Section 2274.002, Texas Government Code applies to this Agreement, Clinical Facility certifies (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement.

14. Verification Regarding Discrimination Against Firearm Entities and Trade Associations. To the extent that Section 2274.002, Texas Government Code applies to this Agreement, Clinical Facility certifies (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

15. Records Retention. Clinical Facility will preserve all contracting information, as defined under Texas Government Code, §552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

16. Not Eligible for Rehire. Clinical Facility is responsible for ensuring that its employees involved in any work being performed for TAMU-CC under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event TAMU-CC becomes aware that Clinical Facility has a NEFR Employee involved in any work being performed under this Agreement, TAMU-CC will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMU-CC.

17. Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU-CC (a State agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on TAMU-CC’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 party; liability for acts or omissions of third parties; 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 TAMU-CC except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by TAMU-CC nor any other conduct, action, or inaction of any representative of TAMU-CC relating to this Agreement constitutes or is intended to constitute a waiver of TAMU-CC’s or the State’s sovereign immunity to suit.

18. Conflict of Interest. By executing this Agreement, Clinical Facility and each person signing on behalf of Clinical Facility certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

19. Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

20. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the Clinical Placement Program and supersedes all other written and oral agreements between the Parties with respect to the Clinical Placement Program. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

EXECUTED by University and Clinical Facility through their respective duly appointed officers.

**Texas A&M University – Corpus Christi
Corpus Christi**

Jefferson County Public Health

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By: _____
Clarenda M. Phillips, Ph.D.
Provost & VP for Academic Affairs
Dated: _____

By: _____
Ezea D. Ede
MD
Dated: _____

Recommended by:

By: _____
Dr. Hassan Aziz, Dean
College of Nursing & Health Sciences
Dated: _____