CLINICAL AGENCY AFFILIATION AGREEMENT

BY AND BETWEEN
TEXAS A&M UNIVERSITY-CORPUS CHRISTI
AND
«Clinical Agency_full_name»

This agreement (“Agreement”) is by and between TEXAS A&M UNIVERSITY-CORPUS CHRISTI (hereafter referred to as “TAMU-CC”), a component of The Texas A&M University System, an agency of the State of Texas and «Clinical Agency_full_name» (hereafter referred to as “«Clinical Agency»”), a licensed health care facility.

TAMU-CC, through its Nursing Program (hereafter referred to as “Nursing Program”), offers a course of study for nursing. 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 Agency setting.

TAMU-CC and «Clinical Agency» share a mutual interest in providing students in the Nursing Program with experience in Clinical Agency care and agree to cooperate in the conduct of educational activities (hereafter referred to as “Clinical Agency Placement”) as described below:

I. PURPOSE OF AGREEMENT

This Agreement sets forth the terms under which «Clinical Agency» will provide TAMU-CC faculty, staff, and student access to its facilities consistent with the purpose of this Agreement. This Agreement also establishes the manner in which TAMU-CC will access the «Clinical Agency» facility so that the well being of the Clinical Agency site, the staff and patients will not be jeopardized.

II. TERM OF AGREEMENT

This Agreement shall become effective when executed by both parties and shall remain in effect from «Start_date» through «End_date» 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. TAMU-CC students scheduled to participate in the Clinical Agency Placement at the time of any such termination shall be allowed to complete their assigned rotations.

III. SCOPE OF THE CLINICAL AGENCY INTERNSHIP

Neither TAMU-CC nor «Clinical Agency» will incur financial obligation to each other as a result of this agreement. TAMU-CC and «Clinical Agency» acknowledge ultimate responsibility for all care remains with «Clinical Agency» and students will not provide services apart from its educational value.

IV. RESPONSIBILITIES OF TAMU-CC

TAMU-CC agrees to:

1. Select students for the participation in Clinical Agency Placement, selecting only those students with a satisfactory record in the Nursing Program and who have met TAMU-CC requirements;

2. The decision to exclude or remove students from the Clinical Agency Placement Program will be the sole decision of TAMU-CC and will be adhered to by «Clinical Agency»;

3. Provide «Clinical Agency» 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 Agency 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 TAMU-CC functions, such as granting degrees and advising students;

5. Make representatives of TAMU-CC available to «Clinical Agency» for assistance and consultation as the need arises and when possible;

6. Appoint in writing one or more representatives of TAMU-CC to communicate with the Clinical Agency Placement representative during the course of planning for student placement at «Clinical Agency»;

7. Provide Clinical Agency instructors and/or preceptors during times that students are at «Clinical Agency». TAMU-CC will provide proof of licensure in Texas as registered nurses for all faculty and students;
8. Advise students of their responsibilities regarding participation in the Clinical Agency Placement, including the responsibility to exhibit professional conduct and to follow all rules and standards set by «Clinical Agency» and TAMU-CC;

9. Ensure students attend Clinical Agency Placement orientation, if required by «Clinical Agency»;

10. Provide «Clinical Agency» with written Clinical Agency objectives for each level of student assigned to «Clinical Agency»; and

11. Prepare Clinical Agency rotation schedules; ensure that «Clinical Agency» receives the student schedule before their assignment.

12. Provide to «Clinical Agency», when requested, the following information regarding students:
   a. proof of personal liability insurance coverage to be carried by each student in an amount no less than $1,000,000.00 per incident with a maximum total coverage of $3,000,000.00;
   b. proof of each student’s current immunizations as required;
   c. proof of current basic life support (b/s) for health care providers; and
   d. confidentiality statements executed by each student in a form the same or similar to Exhibit “A” attached to this Agreement.

   (a) **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its programs at Hospital, which programs shall be approved in advance by Hospital. This Agreement shall cover the following clinical programs as Hospital: Speech Pathology (Collectively, referred to as “Program”). Such responsibilities shall include, but not be limited to, 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 and their performance at Hospital;

(vi) Participation, with the students, in Hospital’s Quality Assurance and related programs;

(vii) Performance of such other duties as may from time to time be agreed to, in writing, between School and Hospital;

(viii) Provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the “Program Participants”) shall be accountable to the Hospital’s Administrator.

(b) **Background Checks.** School shall notify Program Participants, staff and faculty that Hospital requires a criminal history background check on each and every student, staff and faculty member as a condition for participation in the Program. The student, staff or faculty member will be required to personally obtain the criminal background check. Clearance information will be provided to CCMC. Should the background check disclose adverse information, the student, staff or faculty member shall immediately be removed from participation in the Program at Hospital.

**V. RESPONSIBILITIES OF «Clinical Agency»**

«Clinical Agency» agrees to:

1. Provide an on-site educational experience which is pertinent and meaningful for students;

2. Designate and inform TAMU-CC of a liaison to schedule hours for students participating in the Clinical Agency Placement;

3. Accept from TAMU-CC a number of students appropriate to the staff, space and operations of «Clinical Agency»;

4. Allow authorized representatives of TAMU-CC to participate in the Clinical Agency Placement planning;
5. Make representatives of «Clinical Agency» available to TAMU-CC for assistance and consultation as the need arises and when possible;

6. Encourage and allow students to gain properly supervised Clinical Agency 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 Agency Placement, 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 TAMU-CC for further follow up; draw and process baseline blood samples where appropriate for communicable disease exposures;

10. The decision to exclude students from individual patient care will be the sole decision of «Clinical Agency» and will be adhered to by TAMU-CC and students.

11. The decision to deny a student access to the health care facility will be the sole decision of «Clinical Agency» upon sending TAMU-CC written notice.

12. Provide adequate space for student-faculty conferences.

13. Provide training to students regarding the confidentiality requirements of «Clinical Agency».

VI. JOINT RESPONSIBILITIES OF TAMU-CC AND «Clinical Agency»

TAMU-CC and «Clinical Agency» agree to act jointly as follows:

1. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, TAMU-CC and «Clinical Agency» will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service in their administration of policies, programs, or activities; admission policies; other programs or employment.

2. For determination of the number of students to be assigned to the Clinical Agency Placement shall be a joint decision based on staff and space
available at «Clinical Agency» and eligible students enrolled in the Nursing Program who desire to be educated at «Clinical Agency».

3. This Agreement does not prevent «Clinical Agency» from participation in any other program. Nor does this agreement prevent TAMU-CC from placing students with other licensed health care facilities.

4. There will be on-going, open communication between TAMU-CC and «Clinical Agency» to promote understanding of the expectations and roles of both institutions in providing the Clinical Agency Placement for students. TAMU-CC and «Clinical Agency» representatives will meet as needed at the convenience of both parties to coordinate and improve the Clinical Agency Placement.

5. Either TAMU-CC or «Clinical Agency» may remove a student participating in the Clinical Agency Placement if, in the opinion of either party, the student is not making satisfactory progress. Any student who does not satisfactorily complete the Clinical Agency Placement or any portion of thereof may repeat the placement with «Clinical Agency» only with the written approval of both «Clinical Agency» and TAMU-CC.

6. At no time shall TAMU-CC students be considered representatives, employees or agents of TAMU-CC or «Clinical Agency». TAMU-CC students are not eligible to receive payment for services rendered, replace or substitute for a TAMU-CC or «Clinical Agency» employee, or possess authority to enter into any form of agreement, binding or otherwise, on behalf of «Clinical Agency» or TAMU-CC.

7. «Clinical Agency» and TAMU-CC each acknowledge that neither party assumes liability for actions taken by nursing students during the time that they participate in the Clinical Agency Placement with «Clinical Agency».

8. TAMU-CC is not responsible for providing personal liability or medical insurance covering students.

9. TAMU-CC, to the extent allowed by the Constitution and Laws of the State of Texas, and «Clinical Agency» each agree to indemnify and hold harmless the other from and against any and all liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by, or as the result of the performance of TAMU-CC or «Clinical Agency»;

10. TAMU-CC and «Clinical Agency» agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the Clinical Agency Placements under this Agreement.
VII. 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. Each party shall be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

4. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to Clinical Agency Placements and supersedes all other written and oral agreements between the parties with respect to the Clinical Agency Placements. 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.

5. Governing Law. This Agreement is construed under the laws of Texas. Venue is in Nueces County, Texas.

6. Independent Contractor Status. This Agreement will not be construed as creating an employer/employee relationship between TAMU-CC and «Clinical Agency» or the Clinical Agency students.

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

8. Provisions. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. Notice. Any notices required by this agreement shall be delivered to the following address:

TAMU-CC: Texas A&M University-Corpus Christi
10. DISPUTE RESOLUTION

(1) To the extent Chapter 2260, Government Code, as it may be amended from time to time (“Chapter 2260”), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by TAMU-CC and «Clinical Agency» in attempts to resolve any claim for breach of contract made by «Clinical Agency»:

A. «Clinical Agency»’s claim for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, «Clinical Agency» must submit written notice, as required by subchapter B of Chapter 2260, to TAMU-CC in accordance with the notice provisions in this Agreement. «Clinical Agency»’s notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that TAMU-CC allegedly breached, the amount of damages «Clinical Agency» seeks, and the method used to calculate the damages. Compliance by «Clinical Agency» with subchapter B of Chapter 2260 is a required prerequisite to «Clinical Agency»’s filing of a contested case proceeding under subchapter C of Chapter 2260. The President of the University, or such other officer of TAMU-CC as may be designated from time to time by TAMU-CC by written notice thereof to «Clinical Agency» in accordance with the notice provisions in this Agreement, shall examine «Clinical Agency»’s claim and any counterclaim and negotiate with «Clinical Agency» in an effort to resolve such claims.

B. If the parties are unable to resolve their disputes under subparagraph (A) of this Section, the contested case process provided in subchapter C of Chapter 2260 is «Clinical Agency»’s
sole and exclusive process for seeking a remedy for any and all of «Clinical Agency»’s claims for breach of this Agreement by TAMU-CC.

C. Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. The parties specifically agree (i) 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 of Texas’ sovereign immunity to suit, and (ii) TAMU-CC has not waived its right to seek redress in the courts.

(2) The submission, processing and resolution of «Clinical Agency»’s claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

(3) Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitutes grounds for the suspension of performance by «Clinical Agency», in whole or in part. TAMU-CC and «Clinical Agency» agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

(4) The designated individual responsible on behalf of TAMU-CC for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 shall be Judy Harral, Director of Purchasing.
EXECUTED in multiple originals this ______ day of __________________, 2003 by
TAMU-CC through its duly appointed officer.

TEXAS A&M UNIVERSITY-CORPUS CHRISTI

By: _____________________________
   Judy Harral                      Date ___________
   Purchasing Director

________________________________
Mary Jane Hamilton, PhD, RN      Date___________
Dean and Professor
College of Nursing and Health Sciences

«CLINICAL AGENCY_FULL_NAME»

By: ___________________________________
   «Clinical Agency_Officer»
   «Officer_title»