CLINICAL AGENCY AFFILIATION AGREEMENT

BY AND BETWEEN
TEXAS A&M UNIVERSITY-CORPUS CHRISTI
AND
KINGS DAUGHTERS HOSPITAL

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 King’s Daughters Hospital, 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 King’s Daughters Hospital 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 King’s Daughters Hospital 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 King’s Daughters Hospital 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 24 July 2006 through 24 July 2010 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 King’s Daughters Hospital will incur financial obligation to each other as a result of this agreement. TAMU-CC and King’s Daughters Hospital acknowledge ultimate responsibility for all care remains with King’s Daughters Hospital 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 King’s Daughters Hospital;

3. Provide King’s Daughters Hospital 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 King’s Daughters Hospital 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 King’s Daughters Hospital;

7. Provide Clinical Agency instructors and/or preceptors during times that students are at King’s Daughters Hospital. 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 King’s Daughters Hospital and TAMU-CC;

9. Ensure students attend Clinical Agency Placement orientation, if required by King’s Daughters Hospital;

10. Provide King’s Daughters Hospital with written Clinical Agency objectives for each level of student assigned to King’s Daughters Hospital; and

11. Prepare Clinical Agency rotation schedules; ensure that King’s Daughters Hospital receives the student schedule before their assignment.

12. Provide to King’s Daughters Hospital, 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.

13. Educate students on King’s Daughters Hospital’s communicable disease reporting guidelines.

V. RESPONSIBILITIES OF KING’S DAUGHTERS HOSPITAL

King’s Daughters Hospital 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 King’s Daughters Hospital;

4. Allow authorized representatives of TAMU-CC to participate in the Clinical Agency Placement planning;

5. Make representatives of King’s Daughters Hospital 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 King’s Daughters Hospital 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 King’s Daughters Hospital upon sending TAMU-CC written notice.

12. Provide adequate space for student-faculty conferences.

13. Provide training to students regarding the confidentiality requirements of King’s Daughters Hospital.

VI. JOINT RESPONSIBILITIES OF TAMU-CC AND KING’S DAUGHTERS HOSPITAL

TAMU-CC and King’s Daughters Hospital 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 King’s Daughters Hospital 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 King’s Daughters Hospital and eligible students enrolled in the Nursing Program who desire to be educated at King’s Daughters Hospital.

3. This Agreement does not prevent King’s Daughters Hospital 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 King’s Daughters Hospital to promote understanding of the expectations and roles of both institutions in providing the Clinical Agency Placement for students. TAMU-CC and King’s Daughters Hospital representatives will meet as needed at the convenience of both parties to coordinate and improve the Clinical Agency Placement.

5. Either TAMU-CC or King’s Daughters Hospital 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 King’s Daughters Hospital only with the written approval of both King’s Daughters Hospital and TAMU-CC.

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

7. King’s Daughters Hospital 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 King’s Daughters Hospital.

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 King’s Daughters Hospital 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 King’s Daughters Hospital;

10. TAMU-CC and King’s Daughters Hospital 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 King’s Daughters Hospital 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  
6300 Ocean Drive  
Corpus Christi, Texas 78412  
Attention: Mary Jane Hamilton, PhD, RNC  
Director & Professor  
College of Nursing and Health Sciences

**«Clinical Agency»:** King’s Daughters Hospital  
«Clinical Agency_Address»  
«Clinical Agency_zip»

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 King’s Daughters Hospital in attempts to resolve any claim for breach of contract made by King’s Daughters Hospital:

A. **King’s Daughters Hospital**’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, King’s Daughters Hospital must submit written notice, as required by subchapter B of Chapter 2260, to TAMU-CC in accordance with the notice provisions in this Agreement. King’s Daughters Hospital’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 King’s Daughters Hospital seeks, and the method used to calculate the damages. Compliance by King’s Daughters Hospital with subchapter B of Chapter 2260 is a required prerequisite to King’s Daughters Hospital’s claim for breach of this Agreement.
Hospital’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 King’s Daughters Hospital in accordance with the notice provisions in this Agreement, shall examine King’s Daughters Hospital’s claim and any counterclaim and negotiate with King’s Daughters Hospital 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 King’s Daughters Hospital’s sole and exclusive process for seeking a remedy for any and all of King’s Daughters Hospital’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 King’s Daughters Hospital’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 King’s Daughters Hospital, in whole or in part. TAMU-CC and King’s Daughters Hospital 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 24th day of July, 2006 by TAMU-CC through its duly appointed officer.

TEXAS A&M UNIVERSITY-CORPORUS CHRISTI

By: _____________________________
    Judy Harral
    Purchasing Director

Date __________

Mary Jane Hamilton, PhD, RNC Date____________
Dean and Professor
College of Nursing and Health Sciences

King’s Daughters Hospital

By: _____________________________
    Erica Lochner
    Agency Administrator