

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into by and between Laredo Medical Center (hereinafter referred to as "Hospital") and the Laredo Independent School District (hereinafter referred to as "School").

WITNESSETH

WHEREAS, School desires to provide its Health Science Technology Education students (hereinafter referred to as "Students") with clinical training available at Hospital; and

WHEREAS, Hospital is an acute care hospital duly licensed in the State of Texas;

NOW, THEREFORE, in consideration of the promises herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. RESPONSIBILITIES OF THE PARTIES

A. PARTIES JOINTLY AGREE:

The term of the training will be Monday through Thursday, during the regular school year, August through May; however, extensions to the training period can be approved by the Director of Career and Technology Education at School and the Clinical Educator at Hospital.

Both parties agree to maintain, in accordance with all applicable federal, state, and local laws, records of all School students. The parent(s) of any authorized student shall have access to his or her child's records. Any School employee with a legitimate educational interest in any student's records as maintained by the Program shall have access to the said records.

In accordance with the FAMMY EDUCATION RIGHTS AND PRIVACY ACT ("FERPA") (20 U.S. C. § 1232 g) and School Board Policy series FL, all records relating to School students which are generated or maintained by any employee of the program shall be considered education records, whether or not the records are generated at the respective school district. Both parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal, and local laws and regulations, including FERPA and School Board Policy series FL. The Parties shall not release education records to any third party without prior written consent by the student's parents or other person in lawful control of the student or by a student who is 18 years of age or older, except as otherwise permitted by law.

The clinical rotations shall be provided at the Hospital's facilities located at 1700 East Saunders Street Laredo, Webb County, Texas.

The clinical training shall include the patient care services set forth more fully on Exhibit A attached hereto and incorporated herein by reference as agreed upon by both parties.

Consideration for this agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. SCHOOL'S RESPONSIBILITIES

1. Be responsible, in coordination with Hospital, for the assignment of Students and the planning of the program. Students assigned shall only be those who meet the criteria for eligibility as established by the School and approved by Hospital, and no student shall be assigned to Hospital without prior consent of School.
 2. To inform Students that they will be expected to comply with the rules and regulations of Hospital, including, but not limited to the use of personal protective equipment, the rules of patient confidentiality, and the procedures relating to medical record documentation. Education and training relating to these specific policies and procedures shall be provided to Students prior to their clinical rotation at Hospital, as well as any other Hospital specific policies and procedures deemed appropriate and necessary by School and/or Hospital.
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3. To require a dress code of Students which meets the standards of the dress code of Hospital and which clearly identifies the Students as students (not licensed personnel) and as students of School (not as agents nor affiliates of Hospital).
 4. Requires of Students prior to coming to Hospital, to:
 - a. provide written evidence of either a negative TB skin test within the past one year, or a chest x-ray within three years, in the event of a positive TB skin test.
 - b. provide written documentation of a completed series of Hepatitis-B vaccine or provide documentation of having begun the series, or documentation of informed refusal of the vaccine.
 - c. in the event of STUDENT rotation through the maternal and child care departments/services, provide evidence of any other appropriate immunizations or immunities requested by Hospital.
 - d. Any additional state required testing.
 5. To require staff from School who visit Hospital that they must also meet the requirements for Students outlined in Section I. B. 4 above.
 6. To educate and train Students in OSHA blood borne pathogens standards and tuberculosis prior to their clinical rotation at Hospital.
 7. To schedule Students and appropriate School staff for training at Hospital on Hospital's fire and emergency response plans.
 8. To require Students and School staff not to submit for publication any material relating to the clinical education experience at Hospital without prior written approval of Hospital.
 9. To provide contact person and liaison between Hospital and School, who shall be responsible for the oversight of the Students' clinical experiences.
 10. To, upon request by the Hospital, remove immediately from the premises any Student who in the opinion of Hospital poses a threat or danger to the health and well being of any person, or who violates Hospital rules, regulations, policy or procedure.
 11. To have in place a mechanism to notify the Hospital if a Student (or faculty, if applicable) is unable for any reason to report for training.
 12. As a condition of referring Students of School to Hospital to provide services to Hospital and immediately prior to Students providing any such services, School agrees to require Students to undergo a substance abuse test at least every 12 months to test Students for the presence of alcohol, drugs, or other controlled substances, except to the extent prohibited by law. In any case, School agrees not to refer any Students to Hospital to provide services to Hospital if Students
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have not undergone a substance abuse test. If such test (including any re-tests) reveals that Students are currently engaging in the illegal use of drugs, are otherwise impaired and unable to perform one or more essential functions of the job with or without any reasonable accommodation as may be required by law, or pose a direct threat to the health or safety of Students or others, School agrees not to refer such Students to Hospital to provide services to Hospital. School further agrees not to refer to Hospital any Students who School knows or has reason to know have illegally used, manufactured, distributed, dispensed, possessed, purchased, or been under the influence of drugs (excluding Students who are participating in or have successfully completed a supervised drug rehabilitation program or have otherwise been successfully rehabilitated and no longer engaging in such use); have ever been under the influence of inhalants in the workplace; have ever failed to meet the qualification standards for a job because of the illegal use of drugs or the use of alcohol or inhalants; pose a direct threat to the health or safety of Students or others; or have been convicted of a drug-related crime. Furthermore, during the course of the assignment of Students, School agrees to require Students to undergo a substance abuse test to test Students for the presence of alcohol, drugs, or other controlled substances following an injury occurring at the Hospital; when a medication or handling discrepancy occurs or when medication may have been stolen or improperly used at the Hospital involving Students or others working in the area to which Students have been assigned; at random intervals; when Students appear to be unfit for duty as a result of the use of drugs, alcohol, or other controlled substances; when there is reasonable cause or suspicion to believe that Students are under the influence of alcohol, drugs, or other controlled substances; and upon the return of Students following a period of absence from providing services of more than 30 days, and when the Students have illegally or improperly used controlled substances and have successfully completed a rehabilitation program, all except to the extent prohibited by law. If such test (including any re-tests) reveals that Students are currently engaging in the illegal use of drugs, are otherwise impaired and unable to perform one or more essential functions of the job with or without any reasonable accommodation as may be required by law, or pose a direct threat to the health or safety of Students or others, School agrees to withdraw such Students from assignment to the Hospital. School agrees to use the services of a licensed health care professional and laboratory in conducting substance abuse tests and to obtain the consent and waiver of liability of Students to any such testing. The School agrees and represents that such tests will be conducted in accordance with the Americans with Disabilities Act and other applicable laws and agrees to indemnify and hold harmless the Hospital from and against any damages arising out of or relating to the failure to comply with such laws. The School further agrees to provide Hospital with a copy of the results of any substance abuse test performed on Student s immediately prior to and for the duration of their placement at Hospital.

13. As a further condition of referring Students of School to Hospital, School agrees to perform the following background checks on Students:

(i) THE OFFICE OF INSPECTOR GENERAL'S ("OIG") LIST OF

EXCLUDED INDIVIDUALS/ENTITIES: Students referred must first be screened by the School against the OIG's list of excluded individuals. This screen can be conducted through the use of Excluded Party Search System® or other approved software program or through an appropriate internet site (e.g.,

<http://exclusions.oig.hhs.gov/search2.htm>) to verify that the Students have not been suspended or disbarred from any applicable government payor program. *Students whose names appear on an excluded party list shall be considered ineligible for referral.*

(ii) CREDIT CHECK: A credit check should be conducted by the

School on Students to be referred to Hospital in compliance with the Fair Credit Reporting Act ("FCRA") and any other applicable laws. If a credit check reveals that Students to be referred to Hospital have a problematic credit history and/or background information indicating that the Students would not be suitable for the position for which they are being referred, such Students shall not be referred, subject to compliance with requirements under the FCRA and any other applicable laws.

(iii) CRIMINAL RECORDS CHECK:

A criminal records check should be conducted by the School on Students to be referred to Hospital. If a criminal records check reveals that Students have been convicted of a crime indicating that the Students would not be suitable for the position for which they are being referred, the Students shall not be referred. Individuals convicted of crimes such as the following generally will not be suitable for referral: (1) crimes against the person (such as battery or assault), (2) crimes based on dishonesty or untruthfulness (such as theft or embezzlement), and (3) drug and other substance abuse-related crimes. Individuals convicted of other crimes may also be ineligible for referral as determined by the CEO of the hospital in his or her discretion. If the School is unsure whether a Student is eligible for referral, the School should contact Hospital's CEO. The CEO of the Hospital will have discretion and the authority to make the final decision regarding the referral of any individuals with any criminal record.

(iv) DRIVING HISTORY CHECK: If Students to be referred to

Hospital may be asked to drive or transport property or patients on behalf of Hospital as part of their regular duties, a driving history check should be conducted by the School before the Students are referred to Hospital. If the School is uncertain whether a Student's regular duties will require driving, the School should contact the Hospital before the Student is referred. If a driving history check reveals that Students to be referred have a poor driving history or are otherwise not suitable to drive or transport property on behalf of Hospital, they shall not be referred for a position requiring driving as part of their regular

(v) LICENSE CHECKS. The professional licenses held by

Students, if any, must be checked to determine whether the licenses have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges under such licenses. If the license check reveals that the Students have had licenses suspended, revoked, terminated, or otherwise modified, such Students shall not be assigned to the Hospital. Provided, however, if the license check reveals that the suspension, revocation, termination, or other modification is due to the use of controlled substances and such Students have successfully completed a rehabilitation program, such Students may be assigned to the Hospital subject to the requirement that such Students undergo periodic testing for the use of controlled substances as determined by the Hospital.

(vi) OTHER BACKGROUND CHECKS AS REQUIRED BY LAW:

Notwithstanding the foregoing, the following background checks (including any required fingerprinting, etc.) must also be performed by the School as required by law and subject to any specific facility or unit requirements, including but not limited to:

(a) CHEMICAL DEPENDENCY AND PSYCHIATRIC

UNITS: Criminal records checks must be performed on all Students who are being referred to work in chemical dependency and psychiatric units.

(b) HOME HEALTH CARE WORKERS/AIDES: Criminal

records checks must be performed on all Students who are being referred to work as Home Health Care Workers or Aides. Such checks must be conducted at both the state and county level and for all similar prior positions.

(c) SWING BEDS AND SKILLED UNITS (LONG-TERM

CARE UNITS): Criminal records checks must be performed on all Students who are being referred to work in the Swing Beds and Skilled Units as Nurses or Nurse Aides. Such checks must be conducted at both the state and county level. Additionally, other Students to be referred to work in similar positions may be required to undergo criminal background checks according to applicable state statutes.

In all cases, background checks shall be conducted to comply with any applicable statute or regulation governing such testing and to ensure that such testing is not conducted or enforced in a discriminatory manner.

C. RESPONSIBILITIES OF Hospital:

1. To accept and provide clinical experiences to Students from School. However, Hospital shall be under no obligation to accept any student or students unless mutually agreed upon by School and Hospital.
 2. To maintain a sufficient number of staff support to carry out normal service functions, so Students will not be performing in lieu of staff.
 3. To provide orientation to Students assigned to Hospital to include, but not limited to, personal protective equipment availability and use, and the fire and emergency response plans.
 4. To provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures, to Students. The charges for such medical services shall be billed to the Student or their insurance carrier. Hospital assumes no responsibility, financial or otherwise, beyond the initial first aid provided immediately after the injury, and any services or other liability shall not be borne by Hospital, but shall be the responsibility of the individual Student regardless of whether these services are covered by the Student's insurance.
 5. To designate a staff member to serve as a contact person for the School staff assigned to oversee supervise the Students. The Hospital's the clinical educator shall be the liaison between Hospital a School.
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6. To provide a reasonable amount of storage space for apparel and personal effects of participating students, and reasonable classroom or conference room space at Hospital for use in the program.
7. Hospital shall have the right to discuss any incident, occurrence, or investigation with Students from School that may arise out of or as a result of the training of said students at Hospital, and the students will cooperate with Hospital and School in said investigation.

II. TERM AND TERMINATION:

- A. This Agreement shall be effective upon execution by Hospital and School and may be renewed on an annual basis upon mutual agreement of the parties.
- B. Notwithstanding any other terms and conditions hereunder, this Agreement may be terminated without cause by either party by written notification to the other party at least thirty (30) days prior to the desired effective date of termination. In this case, the terms of the Agreement shall continue to be in full force and effect until Students in a current clinical rotation complete said rotation.
- C. In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of collectors, then, at the option of either party, this Agreement may be terminated immediately by either party and be of no further force and effect.

III. INSURANCE:

- A. School shall provide evidence that Students are covered by accident insurance during the term of their clinical rotation at Hospital.
 - B. School shall provide evidence that Worker's Compensation and professional liability insurance is in effect for school staff who may be present on Hospital grounds and property.
 - C. School shall provide evidence that each Student has professional liability coverage in the amounts of \$1 million per occurrence/\$3 million aggregate of the occurrence type of coverage. School shall procure and maintain professional liability coverage of the same amounts for any and all clinical instructors assigned to Hospital for the purposes of the Student's clinical rotation. In the event Student's or School's coverage is of the claims made type, said coverage shall outlive the terms of this Agreement for a minimum of sixty (60) months (which may require tail or prior acts coverage). Coverage shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.
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IV. INDEMNIFICATION AND NOTIFICATION OF CLAIMS:

- A. It is hereby stipulated and agreed between Hospital and School that with respect to any claim or action arising out of any activities performed under or pursuant to this Agreement, each entity shall be liable for payment of that portion of any and all claims, liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions or omissions of itself or its own directors, representatives, and employees.
- B. School agrees to indemnify, hold harmless, and defend the Hospital from and against any and all claims, demands, actions, settlements, costs, damages, or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements, costs, damages, or judgments relate to the negligence, actions, omissions of School or its agents, representatives, students or employees to the extent allowed by law. School also agrees that the provisions of this section shall survive the termination of this Agreement.
- C. Hospital agrees to indemnify, hold harmless, and defend the School from and against any and all claims, demands, actions, settlements, costs, damages, or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements, costs, damages, or judgments relate to the negligence, actions, omissions of Hospital or its representatives, or employees. Hospital also agrees that the provisions of this section shall survive the termination of this Agreement.
- D. The parties agree to notify each other as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Further, Hospital shall have the right to investigate any incident or occurrence and School shall cooperate fully in this investigation.

V. CONFIDENTIALITY:

- A. The School, its students, employees, agents and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards of professional ethics.
- B. All patient records shall remain the property of the Hospital. Retention and release shall be in accordance with applicable regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

VI. NOTICES:

- A. All notices or other communications provided for in this Agreement shall be given to the parties addressed as follows:

School: Dr. Daniel Garcia
Superintendent of Schools
Laredo Independent School District
1702 Houston
Laredo, Texas 78040

Hospital: Virginia Goldsmith
Clinical Educator
Laredo Medical Center
1700 E. Saunders
Laredo, Texas 78041

With a copy to: Legal Department
P.O. Box 217
Brentwood, TN 37024-0217

From and after December 15, 2006:

Community Health Systems
Attn: Legal Department
4000 Meridian Blvd.
Franklin, TN 37068

Or

Community Health Systems
Attn: Legal Department
P.O. Box 689020
Franklin, TN 37068

VII. ASSIGNMENT OF CONTRACT AND BINDING EFFECT:

- A. Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid assignment, subcontract or transfer, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

VIII. DISCRIMINATION:

- A. In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990, each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, including admissions policies, employment, programs or activities.

IX. INDEPENDENT CONTRACTOR STATUS:

- A. Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
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X. COUNTERPART SIGNATURE:

A. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

XI. WRITTEN AMENDMENTS:

A. This Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing signed by both parties.

XII. GOVERNING LAW AND JURISDICTION:

A. This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the state of Texas, and the county of Webb.

XIII. HEADINGS NOT BINDING:

A. The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provisions of this Agreement.

XIV. NON-EXCLUSIVITY:

A. Each party shall have the right to enter into similar agreements with other parties.

XV. SEVERABILITY:

A. If any part of this Agreement should be held to be void or unenforceable, such part shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part of parts found void or unenforceable.

XVI. ENTIRE AGREEMENT:

A. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and supercedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last signature date below.

School:

By: [Signature]
Title: Superintendent
Date: 10/31/01

Hospital:

By: _____
President, Hospital Corporation
Date: _____

REVIEWED AND APPROVED:

Facility Chief Executive Officer
Date: _____

EXHIBIT A

Patient Care Services To Be Provided By Students:

[HOSPITAL TO COMPLETE AND ATTACH]

The Following Patient Care Services Cannot Be Provided By Students:

[HOSPITAL TO COMPLETE AND ATTACH]
