

## COOPERATIVE AGREEMENT OF AFFILIATION

This agreement ("Agreement") is made by and between Laredo Independent School District (the "Facility") and Texas A&M International University, Canseco School of Nursing (the "School").

WHEREAS, the Agency operates a health facility in Laredo; and

WHEREAS, the School wishes to provide a program of clinical education at the Facility for its nursing students; and WHEREAS, the Facility is willing to provide such experiences; NOW, THEREFORE, in contemplation of the relationship to be established between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

1. Duties of the School. The School agrees to fulfill the following obligations during the term of this Agreement:
  - (a) The School shall assume responsibility for assuring that the Program complies with the educational standards of the appropriate accreditation bodies.
  - (b) The School shall communicate with the Facility, through the Facility's Program Supervisor, on all items pertinent to the Program.
  - (c) The School shall notify the Facility through the Facility's Program Supervisor, of the planned schedule of student assignments, including the names of the students, the students' levels of academic preparation, and length and dates of the students' assignments in the Program.
  - (d) The School shall refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to the Facility.
  - (e) The School shall inform students and/or faculty members participating in the Program (such students and faculty members

being hereinafter referred to as the "Program Participants") of any special requirements of the facility for acceptance, in addition to the requirement concerning professional liability insurance set out in Section 3 of this Agreement.

- (f) The School shall ensure that the Program Participants support the Facility's rules and regulations made applicable to the Program Participants.

2. Duties of the Facility. The Facility agrees to fulfill the following obligations during the term of this Agreement:

- (a) The Facility shall maintain standards for appropriate health care services which are conducive to sound educational experiences for students participating in the Program.
- (b) The Facility shall designate as Program Supervisor a staff member who will be responsible for facilitating the Program.
- (c) The Facility shall, insofar as possible, make available to the Program Participants library facilities, appropriate records and equipment, classroom and conference space, and suitable provisions for personal belongings.
- (d) The Facility shall assist in the orientation of the Program participants to the physical facilities, policies and procedures of the Facility.
- (e) The Facility shall provide limited emergency medical care for the Program Participants in the event of an accident during their participation in the Program, the costs of which shall be borne by the applicable Program Participant of the School.
- (f) The Facility shall notify the School of the number of students the Facility can accommodate during a given period of time.
- (g) The Facility shall, if requested, evaluate the performance of assigned students on a regular basis using evaluation forms which are either supplied by the School, or are acceptable to the School.
- (h) The Facility shall advise the School of any serious deficits noted in the ability of assigned students to progress toward achievement of the stated objectives of the Program, and to assist the School and the student in attempting to correct these deficiencies.

3. Program Participants' Insurance. The School understands that the Facility will require any Program Participant to obtain and maintain professional liability insurance covering such Program Participant's activities in the Program in the amount of not less than \$100,000 for each occurrence and \$300,000 annual aggregate, and that the School will require each Program Participant to furnish appropriate evidence to the Facility of the existence of such insurance and the payment of premiums by the Program Participant for the period of such Program participant's participation in the Program. This requirement shall be a precondition to person's participation in the Program.
  
4. Parties' Relationship. During clinical experiences, neither the School nor a Program Participant shall be considered an employee, agent, partner, or servant of the Facility. It is understood and agreed that the Facility retains the ultimate responsibility for patient care, while the School and Program Participants retain the obligations and limitations expressly stated in this Agreement.
  
5. Indemnification Provisions. The School agrees to indemnify and hold harmless the Facility, its shareholders, officers, and employees from and against any claim, loss, damage, cost, expense, including attorneys' fees, or liability arising out of or related to the, wrongful acts omissions committed in the rendering of professional services' by a Program Participant to the extent allowed by the constitution and the laws of the State of Texas. The Facility agrees to indemnify and hold harmless the School, its shareholders, officers, and employees from and

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against any claim, loss, damage, cost, expense, including attorneys' fees, or liability arising out of or related to the performance or nonperformance by the Facility, its shareholders, officers, and employees of any services to be performed or provided by the Facility under this Agreement.

6. Term. The term of this Agreement shall be for five years from the effective date signed at the end of this document. Notwithstanding the terms specified herein, this Agreement may be terminated by either party as provided in the Termination section of this Agreement.
  
7. Termination. This Agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties; or by either party, without cause, upon thirty days' written notice to the other party; provided, however, no such termination shall be effective upon any student or students enrolled in the Program until the expiration of the then current academic semester for such students.
  
8. Removal of Program Participants. The Facility may demand the removal of any Program Participant from the Facility in the event that the Facility determines that such action is in the best interests of patient care or operation of the Facility. Upon such request, the Facility shall provide written documentation specifying the facts and circumstances necessitating such request for removal, so that the Program shall have the opportunity for review and evaluation of such student conduct.

9. Modification of Agreement. This Agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party hereto.
10. Governing Law: This agreement is made in Texas and shall be constructed, interpreted, and governed by the laws of such state. The parties consent to venue in Webb county, Texas, for any action under this Agreement.
11. No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
12. Rights in Property. All title to Program supplies, equipment, furnishings, fiscal records, patient charts, and patient records shall remain the sole property of the facility.
13. Confidentiality. The School shall ensure that its students, faculty, and employees maintain the confidentiality of all information about the Facility's patients, including information about the identity, diagnosis, evaluation, or treatment of such patients as required by applicable state and federal laws and the Facility's bylaws, rules, and regulations.
14. Authorization of Agreement. Each party represents and warrants to the other that

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the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its term.

- 15. Section Headings. The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the term or provisions of the sections of this Agreement.
- 16. Dispute Resolution. If applicable under the laws of the State of Texas, the dispute resolution process provided for in Chapter 2260 of the Texas Government code must be used by the University and the Agency in an attempt to resolve all disputes arising under this agreement.

IN WITNESS WHEREOF, the School and the Facility have executed this Agreement, in multiple originals, to be effective as of September 1, 2003.


TEXAS A&M INTERNATIONAL UNIVERSITY	LAREDO INDEPENDENT SCHOOL DISTRICT
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\_\_\_\_\_  
Ray M. Keck, Ph.D.  
President

\_\_\_\_\_  
Dr. Jerry Barber  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Susan Scoville Baker, Ph.D., RN, C.S.  
Director, School of Nursing

\_\_\_\_\_  
Patricia Keck  
Health Service Coordinator

Sept 18, 2003  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Laredo Community College

West End Washington Street • Laredo, Texas 78040-4395 956-722-0521

June 9, 2003

Ms. Patricia Keck  
L.I.S.D. Nurses Admin Office  
1810 Bustamante  
Laredo, Texas 78041

Dear Ms. Keck:

The intent of this communication is to verify continuance of the ongoing affiliation agreement with L.I.S.D. Nurses Admin Office as a clinical site for the Associate Degree Nursing, Vocational Nursing, and Nursing Assistant Departments. The Administrative officers of Laredo Community College and the Nursing Department do not see a need to alter the body of the contract with your institution at this time.

It is agreed that students must have proof of vaccination for, or serologic immunity to:

- Measles, Mumps, Rubella and Chicken pox,
- Annual negative TB skin test or chest x-ray; and
- Tetanus/Diphtheria inoculation within previous ten years,
- Hepatitis B vaccination or titer.

If you are in agreement with this intent, please complete the bottom portion of this letter so that our records for the 2003-04 academic year are current and up to date.

Sincerely,

Ms. Dianna Miller, M.S.N., R.N., Chair  
Associate Degree Nursing Department

Please sign all original copies, keep one for your records, and return the other original copies to us in the envelope provided.

SIGNATURE \_\_\_\_\_

AGENCY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_



## COOPERATIVE AGREEMENT OF AFFILIATION

This cooperative agreement (Agreement) of affiliation is made by Laredo Community College (College) on behalf of the Associate Degree Nursing, Vocational Nursing and Community Health Aide Programs (Programs) and Laredo Independent School Distric (Agency).

WHEREAS, the Agency operates a health Agency in Laredo; and

WHEREAS, the College wishes to provide a program of clinical education or field work experience at the Agency for its health science students; and Whereas, the Agency is willing to provide such experiences; NOW, THEREFORE, in contemplation of the relationship to be established between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

Both the College and the Agency hereby agree to cooperate and work sincerely with each other to provide program(s), whereby candidates may obtain certificates, diplomas, or degrees in the health science programs from the College, and partly as a result of the clinical work or field experience gained at the Agency.

The College and the Agency mutually agree to make no distinction among students, on the basis of race, color, sex, creed, age, sexual orientation, marital status, or national origin. For the purpose of this Agreement, in addition to the aforementioned, a student shall not be denied any service or benefit that is different, is provided in a different manner or at a different time from the service provided to other students under this Agreement; A student may not be subjected to segregation or separate treatment in any manner related to receipt of any advantage or privilege enjoyed by others receiving the same service or benefit; or any other requirement or condition that individuals must meet in order to be provided any service or benefit.

Neither the Agency nor the College shall submit any material relating to the field work/clinical experience for publication without the expressed written consent of both parties.

1. **RESPONSIBILITIES OF THE COLLEGE.** The College agrees to fulfill the following obligations during the term of this Agreement:
  - a. Comply with the educational standards of the appropriate accreditation bodies.
  - b. Communicate with the Agency, through the Agencies' Program Supervisor, on all items pertinent to the Program.
  - c. Shall notify the Agency through the Agency's Program Supervisor, of the planned schedule of student assignments, including the names of the students, the students' level of academic preparation, and length and dates of the students' assignments in the Program.



- 9. NO WAIVER. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
- 10. RIGHTS IN PROPERTY. All title to Agency supplies, equipment, furnishings, fiscal records, client charts, and client records shall remain the sole property of the Agency.
- 11. AUTHORIZATION OF AGREEMENT. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of such party according to its term.
- 12. SECTION HEADINGS. The headings of sections contained in this Agreement are for convenience only and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

IN WITNESS WHEREOF, the College and the Agency have executed this Agreement, in multiple originals, to be effective as of Monday, May 24, 1999.

LAREDO COMMUNITY COLLEGE

LAREDO INDEPENDENT SCHOOL DISTRICT

Ramón O. Ocaña  
President, Laredo Community College

Ray Lopez, Executive Director  
Superintendent, LISD  
HR

5-26-99  
Date

\_\_\_\_\_  
Date

Juan F. Valdemoro  
Vice President for Instruction

5/24/99  
Date

- fieldwork/clinical coordinator to develop a plan by which the Program participant may be assisted to achieve the stated Program objectives.
- g. Shall permit, upon written request from the College, the inspection by the College and/or accrediting agencies of the fieldwork/clinical Agencies and services.
  - h. The Agency has the right to terminate the fieldwork/clinical experience of any student whose health or performance is a detriment to client well being, or to the achievement of the stated objectives of the fieldwork/clinical experience. The Agency shall provide written documentation specifying the facts and circumstances necessitating such request for termination of the student. The Program shall have the opportunity to review and evaluate of the said Program participant's health or conduct necessitating said termination.
  - i. The Agency shall encourage and support, when required by the College's accrediting agency, continuing education and professional development of the staff members who are responsible for the supervision of fieldwork/clinical experience.
3. **PARTIES' RELATIONSHIP.** During clinical experiences, neither the College nor the Program participants shall be considered an employee, agent, partner, or servant of the Agency. It is understood and agreed that the Agency retains the ultimate responsibility for client record keeping and for client care while the College and the student retain the obligations and limitations expressly stated in this Agreement.
  4. **TERM.** The term of this Agreement shall be for five years from the effective date signed at the end of this document. Notwithstanding the terms specified herein, this Agreement may be terminated by either party as provided in the termination section of this Agreement. The contract is subject to annual review as required by both parties and external licensing entities.
  5. **TERMINATION.** This Agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties; or by either party, without cause, upon ninety days written notice to the other party; however, no such termination shall be effective upon any student enrolled in the Program, until the expiration of the then current academic semester for such student.
  6. **REMOVAL OF PROGRAM PARTICIPANTS.** The Agency may demand the removal of any student from the Agency in the event that the Agency determines that such action is in the best interest or operation of the Agency. Upon such request, the Agency shall provide written documentation specifying the facts and circumstances necessitating such request for removal, so that the Program shall have the opportunity to review and evaluate of such student conduct.
  7. **MODIFICATION OF AGREEMENT.** This Agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party.
  8. **GOVERNING LAW.** This Agreement is made in Texas and shall be constructed, interpreted, and governed by the law of such state. The parties consent to venue in Webb County, Texas for any action under this Agreement.

- d. Shall refer to the Agency only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to the Agency.
  - e. Require every student to obtain and maintain professional liability insurance covering the students' and faculty's activities in the Program in the amount of 1,000,000 for each occurrence and \$3,000,000 annual aggregate. The College will provide to the Agency evidence of the existence of such insurance and the payment of premiums by the students and by the faculty for the period of their participation in the Program.
  - f. Ensure that the students and faculty obtain and show evidence of being immunized for hepatitis B or have signed a refusal form of the vaccine. The College and its students/faculty shall not hold the Agency responsible for any incident arising out of an exposure that is preventable by the Hepatitis B vaccine.
  - g. Ensure that the students/faculty support and follow the Agency's policies, rules and regulations.
  - h. Agrees to provide faculty that are approved by the certifying or accrediting agencies to supervise the clinical aspects of the program. It is also understood that the College's faculty members retain the ultimate responsibility of monitoring and supervising the students.
  - i. Ensure that its students, faculty and employees maintain the confidentiality of all information about the Agencies patients/customers, including information about the identity, diagnosis, evaluation, treatment of such patients, financial condition, or services rendered as required by applicable State and Federal laws and the Agency's bylaws, rules and regulations. If, during the course of the Program and in conjunction with the Program requirements, employees and agents of the Agency are informed of or possess student records, the Agency shall comply with the confidentiality requirements of all federal and State laws and regulations in the handling of such records.
2. **RESPONSIBILITIES OF THE AGENCY.** The Agency agrees to fulfill the following obligations during the term of this agreement:
- a. Maintain standards for appropriate health care services, that are conducive to sound educational experiences for students participating in the Program.
  - b. Assign a designee, with appropriate credentials, who will be responsible for facilitating the fieldwork/clinical experience of the student.
  - c. Shall, insofar as possible, make available to the students/faculty library facilities, appropriate records and equipment, classroom and conference space. The agency shall not be responsible for the safekeeping and/or loss of personal belongings.
  - d. Shall assist in the orientation for student/faculty to the physical facilities, policies and procedures of the Agency.
  - e. Provide limited emergency medical care to the students in the event of an accident during their participation in the Program, the costs of which shall be borne by the applicable student of the Program, and parents or legal guardian. The Agency will not be held responsible for any liability. It is agreed the Program participants are not employees of the Agency.
  - f. Shall advise the College of any deficits noted in the ability of assigned Program participants to progress toward achievement of stated Program objectives, and assist the College and the Program participants in attempting to correct these deficits. It will be the mutual responsibility of the Program participant, the fieldwork/clinical educator, and the academic