

**WEBB COUNTY/TEXAS A&M INTERNATIONAL UNIVERSITY (TAMIU)
PRACTICUM LEARNING EXPERIENCES MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (M.O.U.) is hereby entered into on this 12th day of July, 2021, by and between **TEXAS A&M INTERNATIONAL UNIVERSITY** (“TAMIU”), a part of The Texas A&M University System (“TAMUS”) and an agency of the State of Texas, on behalf of the **COLLEGE OF NURSING & HEALTH SCIENCES** (“CNHS”), and **WEBB COUNTY, TEXAS** (TAMIU and CNHS, and **WEBB COUNTY, TEXAS**, each a “party” or “Party” and collectively, the “parties” or “Parties”).

TEXAS A&M INTERNATIONAL UNIVERSITY (“TAMIU”) and its CNHS, through its **Bachelor of Science in Communication Disorders (BSCD) program** (“Program”) offers a course of study for public health. A critical component of the Program is providing BSCD students (“Students”) with an opportunity to directly apply knowledge and skills gained in the classroom in a practicum setting.

TEXAS A&M INTERNATIONAL UNIVERSITY’S CNHS and **WEBB COUNTY, TEXAS** share a mutual interest in providing students in the Program with experience in practicum setting agree to cooperate in the conduct of educational activities through observation and supervised training of Students.

Therefore, It is mutually agreed by **TEXAS A&M INTERNATIONAL UNIVERSITY’S** CNHS and **WEBB COUNTY, TEXAS** as follows:

I. PURPOSE OF AGREEMENT

This agreement sets forth the terms under which **WEBB COUNTY, TEXAS** will provide **TEXAS A&M INTERNATIONAL UNIVERSITY’S** CNHS faculty, staff and students access to all its facilities consistent with the purpose of this agreement. This agreement also establishes the manner in which CNHS will access **WEBB COUNTY, TEXAS** facilities so that the wellbeing of the practicum site, staff and patients will not be jeopardized.

II. TERM OF AGREEMENT

The term of this agreement shall be for a term of **Five (5) years, commencing 08/01/2021 and remain in effect through 07/31/2026** 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. **TEXAS A&M INTERNATIONAL UNIVERSITY’S** CNHS’s students scheduled to participate in the practicum learning experience at the time of any such termination shall be allowed to complete their assigned rotations.

III. SCOPE OF THE PRACTICUM LEARNING EXPERIENCE

WEBB COUNTY, TEXAS hereby agrees to provide its facilities to CNHS and CNHS agrees to the usage of such facility according to the terms and conditions described herein. The faculty and students in the Program may utilize **WEBB COUNTY, TEXAS** facilities for educational activities associated with the practicum learning experience through observation and supervised training. TAMIU, CNHS or **WEBB COUNTY, TEXAS** will not incur financial obligation to each other as a result of this agreement. **TEXAS** and students will not provide services apart from its educational value.

TEXAS A&M INTERNATIONAL UNIVERSITY'S CNHS RESPONSIBILITIES.

CNHS agrees to:

1. Select students for the participation in the practicum learning experience, selecting only those students with a satisfactory record in the Program and who have met BSCD requirements including background check, immunizations, and drug screens.
2. The decision to exclude or remove students from the practicum learning experience will be the sole decision of TEXAS A&M INTERNATIONAL UNIVERSITY'S CNHS, and will be adhered to by **WEBB COUNTY, TEXAS**.
3. Provide **WEBB COUNTY, TEXAS** 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 practicum learning experience rotation.
4. Maintain full responsibility and control for planning and execution of the Program, including curriculum, evaluation of students, administration, instructor appointments, and other matters that are normally reserved CNHS functions, such as granting degrees and advising students.
5. Make representatives of CNHS available to **WEBB COUNTY, TEXAS** for assistance and consultation as the need arises and when possible.
6. Appoint in writing one or more representatives of CNHS to communicate with the practicum learning experience representative during the course of planning for student placement at **WEBB COUNTY, TEXAS**.
7. Provide practicum learning experience instructors and/or preceptors in person or by mobile phone during times that students are on site and/or facilities located at and/or owned by **WEBB COUNTY, TEXAS**.
8. Advise students of their responsibilities regarding participation in the practicum learning experience, including the responsibility to exhibit professional conduct and to follow all rules and standards set by CNHS and **WEBB COUNTY, TEXAS**.
9. Ensure students attend practicum learning experience orientation, if required by **WEBB COUNTY, TEXAS**.
10. Provide **WEBB COUNTY, TEXAS** with written practicum learning experience objectives for each level of student assigned to **WEBB COUNTY, TEXAS**.
11. Prepare practicum learning experience rotation schedules; ensure that **WEBB COUNTY, TEXAS** receives the student schedule before their assignment.

12. CNHS shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. CNHS will specifically cover with each Student his or her responsibility to:
 - a. Observe and respect all patient's rights, confidences, and dignity;
 - b. Dress in appropriate attire for the practicum experience as established by the Facility, including name tags, if required; and
 - c. Acknowledge that Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, Facility agrees to provide Students with first aid emergency care, which expense shall be that of Students, not Facility.

13. Provide to **WEBB COUNTY, TEXAS**, when requested, the following information regarding students:
 - a. Proof of 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 training 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.

14. Educate students on **WEBB COUNTY, TEXAS** communicable and non-communicable disease reporting guidelines.

IV. WEBB COUNTY, TEXAS RESPONSIBILITIES

1. Provide an on-site practicum learning experience, which is pertinent and meaningful for students.
2. Designate and inform CNHS of a liaison to schedule hours for students participating in the practicum learning experience.
3. Accept from CNHS a number of students appropriate to staff, space and operations of **WEBB COUNTY, TEXAS**.
4. Allow authorized representatives of CNHS to participate in the practicum learning experience planning.
5. Make representatives of **WEBB COUNTY, TEXAS** available to CNHS for assistance and consultation as the need arises and when possible.
6. Encourage and allow students to gain properly supervised practicum learning experiences 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 practicum learning experience; 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 CNHS for further follow up; draw and process baseline blood samples where appropriate for communicable disease exposures.

10. Make necessary determinations to exclude students from individual patient care. CNHS and students will adhere to this decision.
11. Upon making necessary decision to deny a student access to the health care facility, send written notice to CNHS. CNHS and students will adhere to this decision upon receipt of said notice.
12. Provide adequate space for student-faculty conferences.
13. Provide training to Students regarding **WEBB COUNTY, TEXAS**'s rules, regulations, policies, and procedures.
14. Upon request, **WEBB COUNTY, TEXAS** will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
15. **WEBB COUNTY, TEXAS** will provide written notification to TEXAS A&M INTERNATIONAL UNIVERSITY'S CNHS promptly if a claim arise involving a student. **WEBB COUNTY, TEXAS** and CNHS agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
16. **WEBB COUNTY, TEXAS** will resolve any situation in favor of its patients' welfare and restrict a Student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the Student or the Student is removed. **WEBB COUNTY, TEXAS** will notify CNHS if such an action is required.

V. TEXAS A&M INTERNATIONAL UNIVERSITY'S CNHS AND WEBB COUNTY, TEXAS MUTUAL RESPONSIBILITIES.

CNHS and WEBB COUNTY, TEXAS do hereby agree to as follows:

1. The Parties 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 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. TEXAS A&M INTERNATIONAL UNIVERSITY'S CNHS takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and **WEBB COUNTY, TEXAS** takes responsibility for training its employees on its nondiscrimination policies and grievance procedures. Failure to meet the terms of this section may result in CNHS or **WEBB COUNTY, TEXAS** terminating this agreement immediately effective upon receipt of written notice, notwithstanding the provisions of Section II of this agreement.
2. Determination of the number of students to be assigned to the practicum learning experience shall be a joint decision based on staff and space available at **WEBB COUNTY, TEXAS** and eligible students enrolled in the Program who desire to be educated at **WEBB COUNTY, TEXAS**.
3. This agreement does not prevent **WEBB COUNTY, TEXAS** from participation in any other program. Nor does this agreement prevent CNHS from placing students with other licensed health care facilities.

4. There will be on-going, open communication between CNHS and **WEBB COUNTY, TEXAS** to promote understanding of the expectations and roles of both institutions in providing the practicum learning experience for students. CNHS and **WEBB COUNTY, TEXAS** representatives will meet as needed at the convenience of both parties to coordinate and improve the practicum learning experience.
5. Either CNHS or **WEBB COUNTY, TEXAS** may remove a student participating in the practicum learning experience if, in the opinion of either party, the student is not making satisfactory progress. Any student who does not satisfactorily complete the practicum learning experience or any portion of thereof may repeat the practicum learning experience with **WEBB COUNTY, TEXAS** only with the written approval of both CNHS and **WEBB COUNTY, TEXAS**.
6. At no time shall TEXAS A&M INTERNATIONAL UNIVERSITY'S CNHS students be considered representatives, employees or agents of TEXAS A&M INTERNATIONAL UNIVERSITY and/or its CNHS or **WEBB COUNTY, TEXAS**. CNHS students are not eligible to receive payment for services rendered, replace or substitute for a CNHS or **WEBB COUNTY, TEXAS** employee, or possess authority to enter into any form of agreement, binding or otherwise, on behalf of CNHS or **WEBB COUNTY, TEXAS**.
7. TAMIU and **WEBB COUNTY, TEXAS** each acknowledge that neither party assumes liability for actions taken by students during the time that they participate in the practicum learning experience with **WEBB COUNTY, TEXAS**.
8. TAMIU is not responsible for providing personal liability or medical insurance covering students.
9. As an agency of the State of Texas, TAMIU may not agree to indemnify or hold any party harmless from any liability or expenses. Neither party to this agreement shall be required to indemnify or hold the other harmless unless ordered to do so by a court of competent jurisdiction.
10. CNHS and **WEBB COUNTY, TEXAS** agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the practicum learning experiences under this agreement.

VI. FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT. (F.E.R.P.A.)

To the extent **WEBB COUNTY, TEXAS** generates or maintains educational records related to the participating Student, **WEBB COUNTY, TEXAS** agrees to comply with the **Family Educational Rights and Privacy Act of 1974 (FERPA)**. **WEBB COUNTY, TEXAS** agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA to the same extent as such law and regulations apply to TAMIU (attached as Exhibit B) and shall limit access only to those employees or agents with a need to know. For purposes of this Agreement, pursuant to FERPA, TAMIU hereby designates **WEBB COUNTY, TEXAS** as a school official with a legitimate education interest in the educational records of the participating Student(s) to the extent that such access to TAMIU's records is required by **WEBB COUNTY, TEXAS** to carry out the Program.

VII. HIPAA

TAMIU and WEBB COUNTY, TEXAS agree that:

1. **WEBB COUNTY, TEXAS** 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 TEXAS A&M INTERNATIONAL UNIVERSITY’S CNHS students are participating in the Program [and CNHS faculty are providing supervision at **WEBB COUNTY, TEXAS** as part of the Program], such students [and faculty members] shall:
 - a. be considered part of **WEBB COUNTY, TEXAS** workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of **WEBB COUNTY, TEXAS**;
 - b. receive training by **WEBB COUNTY, TEXAS** facility on, and subject to compliance with, all of **WEBB COUNTY, TEXAS** privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
 - c. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to CNHS which a student accessed through Program participation [or a faculty member accessed through the provision of supervision at **WEBB COUNTY, TEXAS** facility] that has not first been de-identified as provided in 45 CFR §164.514(a);
3. CNHS will not access or request to access any Protected Health Information held or collected by or on behalf of **WEBB COUNTY, TEXAS**, from a student [or faculty member] who is acting as a part of **WEBB COUNTY, TEXAS** 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 **WEBB COUNTY, TEXAS** by CNHS 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. DISPUTE RESOLUTION

To the extent applicable, the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMIU and **WEBB COUNTY, TEXAS** to attempt to resolve any claim for breach of contract made by **WEBB COUNTY, TEXAS** that cannot be resolved in the ordinary course of business. **WEBB COUNTY, TEXAS** shall submit written notice of a claim of breach of contract under this Chapter to the Vice President for Finance and Administration of TAMIU, who shall examine **WEBB COUNTY, TEXAS**’s claim and any counterclaim and negotiate with **WEBB COUNTY, TEXAS** in an effort to resolve the claim.

IX. PUBLIC INFORMATION

1. **WEBB COUNTY, TEXAS** acknowledges that TAMIU 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.
2. Upon TAMIU's written request, Facility will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TAMIU in a non-proprietary format acceptable to TAMIU. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMIU has a right of access.
3. **WEBB COUNTY, TEXAS** acknowledges that TAMIU is 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

X. 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 practicum learning experiences and supersedes all other written and oral agreements between the parties with respect to the practicum learning experiences. 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 and Venue. The validity of this agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed by the Constitution and laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMIU shall be in the county in which the primary office of the chief executive officer of TAMIU is located, namely, Webb County, Texas.
6. Independent Contractor Status. This agreement will not be construed creating an employer/employee relationship between TAMIU or CNHS and **WEBB COUNTY, TEXAS** or

the practicum learning experience students, and is based strictly on an independent contractor relationship/status.

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 notice required or permitted under this agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. CNHS and **WEBB COUNTY, TEXAS** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

CNHS:

Texas A&M International University
College of Nursing & Health Sciences
Office of the Dean
5201 University Blvd.
Laredo, Texas 78041
Phone: 956-326-2450
Fax: 956-326-2449
Email: mtorregosa@tamiu.edu

WEBB COUNTY, TEXAS:

WEBB COUNTY, TEXAS
Name: Marah Mendez
Title: Communications Officer
Address: 1000 Houston St., 3rd Floor
Phone: (956) 523-4620
Email: mendezm@webbcountytexas.gov

XI. REQUIRED CERTIFICATIONS

1. Delinquent Child Support Obligations. “Under Section 231.006, Texas Family Code, **WEBB COUNTY, TEXAS** certifies that the individual or business entity named in the Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.”
2. Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, Texas Government Code, **WEBB COUNTY, TEXAS** agrees that any payments owing to **WEBB COUNTY, TEXAS** under the Agreement may be applied directly toward certain debts or delinquencies that **WEBB COUNTY, TEXAS** owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

3. Franchise Tax Certification. If **WEBB COUNTY, TEXAS** is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then **WEBB COUNTY, TEXAS** certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that **WEBB COUNTY, TEXAS** is exempt from the payment of franchise (margin) taxes.
4. Prohibited Bids and Agreements. “Under Section 2155.004, Texas Government Code, **WEBB COUNTY, TEXAS** certifies that the individual or business entity named in the bid or agreement is not ineligible to receive the specified agreement and acknowledges that the agreement may be terminated and payment withheld if this certification is inaccurate.”
5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters. University is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, Executive Order on Terrorist Financing- Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing **WEBB COUNTY, TEXAS** with the Federal General Services Administration’s Excluded Parties List System (EPLS, <http://www.sam.gov/SAM/>), which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. **WEBB COUNTY, TEXAS** certifies that it is eligible to participate in the Agreement and has not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that **WEBB COUNTY, TEXAS** is in compliance with the State of Texas statutes and rules relating to procurement and that **WEBB COUNTY, TEXAS** is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov/SAM/>.
6. Prohibition of Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to the Agreement, **WEBB COUNTY, TEXAS** certifies it does not and will not, during the performance of the agreement, boycott Israel. **WEBB COUNTY, TEXAS** acknowledges the Agreement may be terminated if this certification is inaccurate.
7. Prohibition On Contracts Related To Persons Involved In Human Trafficking. Under Section 2155.0061, Government Code, **WEBB COUNTY, TEXAS** certifies that the individual or business entity named in the agreement is not ineligible to receive the specified agreement and acknowledges that the agreement may be terminated and payment withheld if this certification is inaccurate.
8. Certification Regarding Businesses with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, **WEBB COUNTY, TEXAS** certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. **WEBB COUNTY, TEXAS** acknowledges the agreement may be terminated if this certification is inaccurate.
9. Conflict of Interest. **WEBB COUNTY, TEXAS** and each person signing on behalf of **WEBB COUNTY, TEXAS** 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 the Agreement, or in the services to which the Agreement relates, or in any of the profits, real or potential, thereof.

10. Records Retention. WEBB COUNTY, TEXAS will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

11. Not Eligible for Rehire. WEBB COUNTY, TEXAS is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in the System policy 32.02, Section.

12. Prompt Payment. All payments shall be made consistent with Texas Government Code, Chapter 2251 Prompt Payment Act.

The parties are signing this agreement on the date stated opposite that party's signature.

RECOMMENDED FOR APPROVAL:

**MARIVIC TORREGOSA, PHD, RN, FNP-BC
DEAN**

Date: _____

**APPROVED AND ACCEPTED BY:
TEXAS A&M INTERNATIONAL UNIVERSITY on behalf of the
COLLEGE OF NURSING AND HEALTH SCIENCES**

By: _____
**THOMAS R. MITCHELL, PH.D.
PROVOST AND VICE PRESIDENT FOR
ACADEMIC AFFAIRS**

Date: _____

**APPROVED AND ACCEPTED BY:
WEBB COUNTY, TEXAS**

**HON. TANO E. TIJERINA
WEBB COUNTY JUDGE
WEBB COUNTY, TEXAS**

Date: _____

EXHIBIT A
Texas A&M International University
College of Nursing and Health Sciences
Student Practicum Learning Experiences Confidentiality Agreement

Students enrolled in the College of Nursing and Health Sciences recognize the importance of protection of confidential information about patients and their families and of the operations of agencies where students are placed for practicum experiences. It is the obligation of every student to protect and maintain this confidentiality. All patient information stored via paper or computer system is considered confidential. It is the ethical and legal responsibility of all students to maintain and comply with all confidentiality requirements of the agencies used for practicum experiences.

As a student at the Texas A&M International University-College of Nursing and Health Sciences, I agree to the following:

1. I will protect the confidentiality of all patients, family, and practicum agency information.
2. I will not release unauthorized information to any source.
3. I will not access or attempt to access information other than that information which I have authorized access to and need to know in order to complete my assignment as a student.
4. I will report breaches of this confidentiality agreement by others to my practicum instructor and/or the course coordinator. I understand that failure to report breaches is an ethical violation and subjects me to disciplinary action.
5. I will not put patient/family/practicum agency identifying information on any stored information (disk or hard drive) on my own personal computer or on any other public or private computer.

Signature

Date

Print Name

I have been notified that this form will be placed in my academic file. I was given a dated and signed copy of this agreement for my records.

EXHIBIT B

Texas A&M International University College of Nursing and Health Sciences Student Practicum Learning Experiences FERPA Guidelines

Information in student records will be released only to faculty and professional staff for authorized legitimate educational interest. The student's consent is required to release information other than public information to any non-CNHS or non-university system person unless required by law or upon subpoena duces tecum.

The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. These rights include the right to provide written consent before CNHS or **WEBB COUNTY, TEXAS** discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

Student information may be disclosed in certain circumstances:

- to comply with a judicial order or a lawfully issued subpoena;
- to appropriate parties in a health or safety emergency;
- to officials of another school, upon request, in which a student seeks or intends to enroll;
- in connection with a student's request for or receipt of financial aid, as necessary to determine the eligibility, amount, or conditions of the financial aid, or to enforce the terms and conditions of the aid;
- to certain officials of the U.S. Department of Education, the Comptroller General, to state and local educational authorities, in connection with certain state or federally supported education programs;
- to accrediting organizations to carry out their functions;
- to organizations conducting certain studies for or on behalf of the CNHS, the results of an institutional disciplinary proceeding against the allegation of a crime of violence may be released to the alleged victim of that crime with respect to that crime.