

CLINICAL LEARNING EXPERIENCES AGREEMENT

This agreement is 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** ("CONHS"), and **FERNANDO A. SALINAS COMMUNITY CENTER** (TAMIU and CONHS, each a "party" or "Party" and collectively, the "parties" or "Parties").

CONHS, through its nursing education program, Dr. F.M. Canseco School of Nursing ("Program") offers a course of study for nursing. A critical component of the Program is providing nursing students ("Students") with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

CONHS and **FERNANDO A. SALINAS COMMUNITY CENTER** share a mutual interest in providing students in the Program with experience in clinical care and agree to cooperate in the conduct of educational activities through observation and supervised training of Students.

It is mutually agreed by CONHS and **FERNANDO A. SALINAS COMMUNITY CENTER** as follows:

I. PURPOSE OF AGREEMENT

This agreement sets forth the terms under which **FERNANDO A. SALINAS COMMUNITY CENTER** will provide CONHS faculty, staff and students access to all its facilities consistent with the purpose of this agreement. This agreement also establishes the manner in which CONHS will access **FERNANDO A. SALINAS COMMUNITY CENTER** facilities so that the wellbeing of the clinical site, staff and patients will not be jeopardized.

II. TERM OF AGREEMENT

This agreement shall become effective on August 2017 and shall remain in effect through August 2022 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. CONHS's students scheduled to participate in the clinical learning experience at the time of any such termination shall be allowed to complete their assigned rotations.

III. SCOPE OF THE CLINICAL LEARNING EXPERIENCE

FERNANDO A. SALINAS COMMUNITY CENTER hereby agrees to provide its facilities to CONHS and CONHS agrees to the usage of such facility according to the terms and conditions described herein. The faculty and students in the Program may utilize **FERNANDO A. SALINAS COMMUNITY CENTER** facilities for educational activities associated with the clinical learning experience through observation and supervised training. TAMIU, CONHS or **FERNANDO A. SALINAS COMMUNITY CENTER** will not incur financial obligation to each other as a result of this agreement. The parties acknowledge ultimate responsibility for all patient care remains with **FERNANDO A. SALINAS COMMUNITY CENTER** and students will not provide services apart from its educational value.

IV. CONHS RESPONSIBILITIES

CONHS agrees to:

1. Select students for the participation in the clinical learning experience, selecting only those students with a satisfactory record in the Program and who have met CONHS requirements;
2. The decision to exclude or remove students from the clinical learning experience will be the sole decision of CONHS and will be adhered to by **FERNANDO A. SALINAS COMMUNITY CENTER**;
3. Provide **FERNANDO A. SALINAS COMMUNITY CENTER** 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 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 which are normally reserved CONHS functions, such as granting degrees and advising students;
5. Make representatives of CONHS available to **FERNANDO A. SALINAS COMMUNITY CENTER** for assistance and consultation as the need arises and when possible;
6. Appoint in writing one or more representatives of CONHS to communicate with the clinical learning experience representative during the course of planning for student placement at **FERNANDO A. SALINAS COMMUNITY CENTER**;
7. Provide clinical learning experience instructors and/or preceptors in person or by mobile phone during times that students are at **FERNANDO A. SALINAS COMMUNITY CENTER**;
8. Advise students of their responsibilities regarding participation in the clinical learning experience, including the responsibility to exhibit professional conduct and to follow all rules and standards set by CONHS and **FERNANDO A. SALINAS COMMUNITY CENTER**;
9. Ensure students attend clinical learning experience orientation, if required by **FERNANDO A. SALINAS COMMUNITY CENTER**;
10. Provide **FERNANDO A. SALINAS COMMUNITY CENTER** with written clinical learning experience objectives for each level of student assigned to **FERNANDO A. SALINAS COMMUNITY CENTER**; and
11. Prepare clinical learning experience rotation schedules; ensure that **FERNANDO A. SALINAS COMMUNITY CENTER** receives the student schedule before their assignment.

12. Provide to **FERNANDO A. SALINAS COMMUNITY CENTER**, 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.

13. Educate students on **FERNANDO A. SALINAS COMMUNITY CENTER** communicable disease reporting guidelines.

V. FERNANDO A. SALINAS COMMUNITY CENTER RESPONSIBILITIES

1. Provide an on-site clinical learning experience which is pertinent and meaningful for students;
2. Designate and inform CONHS of a liaison to schedule hours for students participating in the clinical learning experience;
3. Accept from CONHS a number of students appropriate to staff, space and operations of **FERNANDO A. SALINAS COMMUNITY CENTER**;
4. Allow authorized representatives of CONHS to participate in the clinical learning experience planning;
5. Make representatives of **FERNANDO A. SALINAS COMMUNITY CENTER** available to CONHS for assistance and consultation as the need arises and when possible;
6. Encourage and allow students to gain properly supervised clinical 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 clinical 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 CONHS 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. CONHS 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 CONHS. CONHS 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 the confidentiality requirements of **FERNANDO A. SALINAS COMMUNITY CENTER**.

VI. CONHS AND FERNANDO A. SALINAS COMMUNITY CENTER MUTUAL RESPONSIBILITIES

CONHS and **FERNANDO A. SALINAS COMMUNITY CENTER** agree to:

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, TAMIU and **FERNANDO A. SALINAS COMMUNITY CENTER** 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, unless and except if a person's status directly and adversely interferes with his or her ability to perform assigned duties and cannot be reasonably accommodated.
2. Determination of the number of students to be assigned to the clinical learning experience shall be a joint decision based on staff and space available at **FERNANDO A. SALINAS COMMUNITY CENTER** and eligible students enrolled in the Program who desire to be educated at **FERNANDO A. SALINAS COMMUNITY CENTER**.
3. This agreement does not prevent **FERNANDO A. SALINAS COMMUNITY CENTER** from participation in any other program. Nor does this agreement prevent CONHS from placing students with other licensed health care facilities.
4. There will be on-going, open communication between CONHS and **FERNANDO A. SALINAS COMMUNITY CENTER** to promote understanding of the expectations and roles of both institutions in providing the clinical learning experience for students. CONHS and **FERNANDO A. SALINAS COMMUNITY CENTER** representatives will meet as needed at the convenience of both parties to coordinate and improve the clinical learning experience.

5. Either CONHS or **FERNANDO A. SALINAS COMMUNITY CENTER** may remove a student participating in the clinical learning experience if, in the opinion of either party, the student is not making satisfactory progress. Any student who does not satisfactorily complete the clinical learning experience or any portion of thereof may repeat the clinical learning experience with **FERNANDO A. SALINAS COMMUNITY CENTER** only with the written approval of both CONHS and **FERNANDO A. SALINAS COMMUNITY CENTER**.
6. At no time shall CONHS students be considered representatives, employees or agents of CONHS or **FERNANDO A. SALINAS COMMUNITY CENTER**. CONHS students are not eligible to receive payment for services rendered, replace or substitute for a CONHS or **FERNANDO A. SALINAS COMMUNITY CENTER** employee, or possess authority to enter into any form of agreement, binding or otherwise, on behalf of CONHS or **FERNANDO A. SALINAS COMMUNITY CENTER**.
7. TAMIU and **FERNANDO A. SALINAS COMMUNITY CENTER** each acknowledge that neither party assumes liability for actions taken by students during the time that they participate in the clinical learning experience with **FERNANDO A. SALINAS COMMUNITY CENTER**.
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. CONHS and **FERNANDO A. SALINAS COMMUNITY CENTER** agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the clinical learning experiences under this agreement.

VII. FERPA

For purposes of this agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), **FERNANDO A. SALINAS COMMUNITY CENTER** agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA attached as Exhibit B.

VIII. HIPAA

TAMIU and **FERNANDO A. SALINAS COMMUNITY CENTER** agree that:

1. **FERNANDO A. SALINAS COMMUNITY CENTER** 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 CONHS students are participating in the Program [and CONHS faculty are providing supervision at **FERNANDO A. SALINAS COMMUNITY CENTER** as part of the Program], such students [and faculty members] shall:
 - a. be considered part of **FERNANDO A. SALINAS COMMUNITY CENTER** workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of **FERNANDO A. SALINAS COMMUNITY CENTER**;
 - b. receive training by **FERNANDO A. SALINAS COMMUNITY CENTER** facility on, and subject to compliance with, all of **FERNANDO A. SALINAS COMMUNITY CENTER** 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 CONHS which a student accessed through Program participation [or a faculty member accessed through the provision of supervision at **FERNANDO A. SALINAS COMMUNITY CENTER** facility] that has not first been de-identified as provided in 45 CFR §164.514(a);
3. CONHS will not access or request to access any Protected Health Information held or collected by or on behalf of **FERNANDO A. SALINAS COMMUNITY CENTER**, from a student [or faculty member] who is acting as a part of **FERNANDO A. SALINAS COMMUNITY CENTER** 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 **FERNANDO A. SALINAS COMMUNITY CENTER** by CONHS 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.

IX. 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 learning experiences and supersedes all other written and oral agreements between

the parties with respect to the clinical 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 CONHS and **FERNANDO A. SALINAS COMMUNITY CENTER** or the clinical learning experience 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 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. CONHS and **FERNANDO A. SALINAS COMMUNITY CENTER** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

CONHS:
Texas A&M International University
College of Nursing & Health Sciences
Office of the Dean
5101 University Blvd.
Laredo, Texas 78041
Phone: 956-326-2450

Fax: 956-326-2449
Email: glenda.walker@tamiu.edu

**FERNANDO A. SALINAS COMMUNITY
FERNANDO A. SALINAS COMMUNITY**
Jose A. Pantoja
Director
2600 Cedar Ave.
Laredo, Texas 78040
Phone: 956-523-4770/956-523-4771
Cell: 956-251-4444
Fax: 956-729-7203
Email: jpantoja@webbcountytx.gov

X. 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 **FERNANDO A. SALINAS COMMUNITY CENTER** to attempt to resolve any claim for breach of contract made by **FERNANDO A. SALINAS COMMUNITY CENTER** that cannot be resolved in the ordinary course of business. **FERNANDO A. SALINAS COMMUNITY CENTER** 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 **FERNANDO A. SALINAS COMMUNITY CENTER**'s claim and any counterclaim and negotiate with **FERNANDO A. SALINAS COMMUNITY CENTER** in an effort to resolve the claim.

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

RECOMMENDED FOR APPROVAL:

By: _____
Glenda C. Walker, Ph.D, R.N.
Dean

Date: _____

**APPROVED AND ACCEPTED FOR:
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 FOR:
FERNANDO A. SALINAS COMMUNITY CENTER**

By: _____
Jose A. Pantoja,
Director – **FERNANDO A. SALINAS COMMUNITY CENTER**

Date: _____

NURS 4522 Community Health Nursing

Faculty (Lead): Rose A. Saldivar
Office: 326-2573; CH 315L

Office Hours: Available online (Appointments can be made outside of these hours)

Clinical Faculty:

Wendy Donnell, PhD, RN	Office: 326-2453; CH 312D
Carol Gunnoe, MSN RN, FNP	Office: 326-2458; CH 315M
Jessie Mena, MSN, RN, FNP	Office: 326-3111; CH 315F
Angelica Michelangeli, MSN, RN, FNP	Office: 326-2454; CH 312F
Marta Salinas, MSN, RN, FNP	Office: 326-2579; CH 315M

Course Credits: 5 SCH (3 theory / 2 clinical)

Co-requisite: NURS 4263 & NURS 4665

Prerequisite: NURS 3305, NURS 3526 and NURS 3558

Placement Year: Senior Year

Course Description: Community health nursing emphasizes the development of knowledge and skills integral to working with communities. Epidemiological principles will provide the framework for conducting community assessments. Students will work in mutuality with community groups to assess their health care needs, emphasizing the cultural and environmental contexts of health problems. In partnership with this group, students will examine the entire range of health needs and resources (folk and traditional) available within this community, identify strengths and weaknesses of those resources, and work in partnership with the community to address its felt needs.

Course Objectives: Upon completion of this course the student is expected to:

1. Synthesize evidence-based practice from nursing and related disciplines in planning comprehensive nursing care with diverse populations and communities. (1)
2. Integrate critical decision-making in planning and implementing evidence-based care with populations and communities experiencing complex needs. (3, 4)
3. Integrate culturally-specific health promotion interventions with populations and communities. (2, 5)
4. Incorporate teaching/learning principles in planning and implementing safe care with populations and communities. (6)
5. Integrate elements of the safety advocate role into nursing practice when working with populations and communities experiencing complex needs. (6, 8)
6. Apply management principles to the assessment of human and material resources necessary for planning and providing nursing care with populations and communities experiencing complex needs. (6, 7)

EXHIBIT A

Texas A&M International University

College of Nursing and Health Sciences

Student Clinical Learning Experiences Confidentiality Agreement

Students enrolled in the College of Nursing recognize the importance of protection of confidential information about patients and their families and of the operations of agencies where students are placed for clinical 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 clinical experiences.

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

1. I will protect the confidentiality of all patients, family, and clinical 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 clinical 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/clinical 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

This form will be placed in my academic file. I was given a copy of this agreement for my records.

EXHIBIT B

Texas A&M International University

College of Nursing

Student Clinical 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-CONHS 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 CONHS or **FERNANDO A. SALINAS COMMUNITY CENTER** 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 CONHS; 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.



TEXAS A&M
INTERNATIONAL
UNIVERSITY

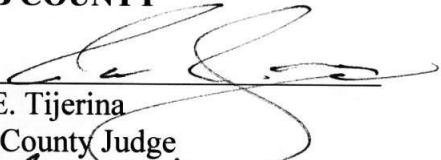
A Member of The Texas A&M University System

ISE A. SALDIVAR, MSN, RN, FNP, PMHNP

Adjunct Assistant Professor of Nursing
College of Nursing and Health Sciences
Dr. M. Gansco School of Nursing

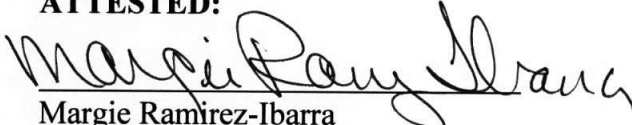
956.326.2573
rsaldivar@tamiu.edu
tamiu.edu/cson

WEBB COUNTY


Tano E. Tijerina
Webb County Judge


Date: September 25, 2017

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Marco A. Montemayor
Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On September 6, 2017; item no. 5.

Commissioners Court Special Meeting**5.****Meeting Date:** 09/06/2017**Agreement -TAMIU & Fernando Salinas CC****Submitted for:** Melinda Mata**Submitted By:** Melinda Mata**Department:** County Judge

Information**Subject:**

Discussion and possible action to approve a Clinical Learning Experiences Agreement with Texas A&M International University (TAMIU) and Webb County through the College of Nursing & Health Sciences (CONHS) and the Fernando A. Salinas Community Center wherein nursing students will have an opportunity to apply knowledge and skills gained in the classroom in a clinical setting. The agreement becomes effective on August 2017 and remains in effect through August 2022. There will be no impact on the county budget; and authorizing the county judge to sign all relevant documents; and any other matters incident thereto. **[Requested by Fernando A. Salinas Community Center]**

Background:**Previous Court Action:**
