



**Texas A&M University-Texarkana
Texarkana, Texas 75503**

CLINICAL AFFILIATION AGREEMENT

This affiliation agreement is hereby made and entered into between **TEXAS A&M UNIVERSITY-TEXARKANA**, (hereinafter referred to as the “University”), a member of The Texas A&M University System, an agency of the State of Texas, on behalf of the **SCHOOL OF NURSING**, and _____, (hereinafter referred to as the “Site”), a licensed health care facility. University and Site are each individually referred to herein as a “Party” and are jointly referred to as “Parties.”

WHEREAS, the University is an educational institution providing a degree program in Nursing (hereafter referred to as “Nursing Program”); and

WHEREAS, clinical education in the nursing care of individuals, families, and groups is a required and integral part of that degree program; and

WHEREAS, University and Site share a mutual interest in providing students in the Nursing Program with experience in clinical care and desire to cooperate in the conduct of education activities (hereafter referred to as “Clinical Program”).

NOW, THEREFORE, in consideration of the foregoing and the agreements and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

I. Purpose of Agreement

This Agreement sets forth the terms under which Site will provide University faculty, staff, and student access to its facilities consistent with the purpose of this Agreement. This Agreement also establishes the manner in which University will access the Site so that the well-being of the Site, its staff, and patients will not be jeopardized.

II. Term of Agreement

This Agreement shall become effective when executed by both Parties and shall remain in effect from [start date] through [end date] 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. University students scheduled to participate in the Clinical Program at the time of any such termination shall be allowed to complete their assigned rotation.



III. Scope of the Clinical Placement

Neither University nor Site will incur any financial obligation to the other as a result of this Agreement. University and Site acknowledge that the ultimate responsibility for all patient care remains with Site and students will not provide services apart from its educational value.

IV. Duties and Responsibilities of the University

- A. Administration of Program: The University shall assume responsibility for the administration of the Clinical Program, including, but not limited to, curriculum development, grading, requirements for matriculation, credits, scheduling, and clinical hours.
- B. Supervision of Students' Clinical Practice: The University shall designate its own faculty qualified by training and experience to plan, oversee, and evaluate the students' clinical practice activities.
- C. Dissemination of Information: The University shall inform all students and faculty of their responsibilities under this Agreement including their obligation to abide by the rules and regulations of the Site.
- D. Number of Students: The University shall provide the Site with the number of students to be mutually agreed upon for the days and hours mutually agreed upon.
- E. Health Status: The University shall require students participating in the clinical program to meet the health requirements of the Site and/or state regulatory agency. Proof of compliance may be required before participation in the program.
- F. The University requires students and faculty to obtain and maintain professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Upon request, the University shall arrange for the students to provide a certificate of insurance to the Site evidencing such coverage.
- G. Indemnification: To the extent authorized by the Constitution and laws of the State of Texas, the University shall indemnify and hold harmless the Site and, if applicable, the City/State, its departments, agencies, officials, employees, agents and servants against claims of liability or expense arising from willful or negligent action or omission of the University or its agents participating in this program.
- H. Transportation: Students shall be responsible for their own transportation to and from placement sites.



I. Notification: The University shall notify the Site of any changes in faculty, curriculum, and policy that may affect the clinical education program.

V. **Duties and Responsibilities of the Site**

A. Structure of the Clinical Program: The Site shall provide facilities and nursing practice appropriate for successful completion of a Clinical Program. In addition, the Site shall provide learning experiences that are compatible with the mission of the University. The Site shall immediately provide medical care in the event of acute injury or illness experienced by a program participant while participating in the program at the Site. In no event will the Site be financially responsible for that medical care and treatment.

B. Liaison/Field Coordinator: The Site shall appoint an employee to serve as liaison/field coordinator between the Site and the University.

C. Orientation: The Site shall orient the faculty and students to the rules, regulations, and practices of the facility. Site shall also provide necessary regulatory and safety compliance training.

D. Patient Care Responsibility: The Site shall retain full responsibility for the supervision and care of all patients.

E. Reservation of Rights: Site reserves the right to exclude students from individual patient care or to deny students access to its facility. Such determinations may result from conduct, work, or health status that materially interferes with the Site's ability to care for patients or impairs the student from benefiting from the clinical experience. The Site shall notify the University's faculty member responsible for the student practice or the appropriate Assistant Dean or Dean.

F. Student Progress Reports: The Site shall provide the University with input and information requested concerning a student's clinical performance.

G. Site shall provide written notice to University within 24 hours of any accident, illness and other event occurring at Site involving a University student. In case of an emergency involving a student, notice shall be made to the Emergency Services by calling 911 or the City Police in which the site is located.

H. Liability: The Site shall maintain in force during the term of this agreement, bodily injury, property damage and professional liability insurance, with coverage of at least



\$2,000,000 per occurrence and an annual aggregate of \$4,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence, rising out of, or caused by, the activity which is the subject of the agreement, and upon request will furnish a certificate evidencing that such insurance is in force to the University.

I. Indemnification:

a. If the Site is a state agency, it shall indemnify and hold harmless the University, its departments, officials, employees, agents and servants against claims, liabilities or expenses (including attorney's fees), arising as a result of any direct or indirect, willful or negligent action or omission of the Site or its officials, employees, agents and servants. Liability of the Site shall be limited to the provisions and limits of the Local Government Tort Act or the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679(b)-(d) (whichever is applicable).

b. If the Site is not a state agency, it shall indemnify and hold harmless the University, its agents, students, and employees, from any and all liability, damage, expense, cause of action, suits, claims of judgments arising from injury to person or personal property or otherwise which arises out of the act, failure to act or negligence of the Site, its agents and employees, in connection with or arising out of the activity which is the subject of this agreement.

VI. Joint Responsibilities

A. 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, University and Site will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, veteran status, sexual orientation or gender identity in their administration of policies, programs, or activities; admission policies; other programs or employment.

B. For determination of the number of students to be assigned to the Clinical Program shall be a joint decision based on staff and space available at Site and eligible students enrolled in the Nursing Program who desire to be educated at Site.

C. This Agreement does not prevent Site from participation in any other program. Nor does this agreement prevent University from placing students with other licensed health care facilities.

D. University and Site agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the Clinical Program under this Agreement.



E. There will be on-going, open communication between University and Site to promote understanding of the expectations and roles of both institutions in providing the Clinical Program for students.

F. At no time shall University students be considered representatives, employees or agents of University or Site. University students are not eligible to receive payment for services rendered, replace or substitute for a University or Site employee, or possess authority to enter into any form of agreement, binding or otherwise, on behalf of Site or University.

G. University is not responsible for providing personal liability or medical insurance covering students. It is the student responsibility to provide proof of personal liability before starting the Clinical Program.

H. Site and University shall be responsible for training students regarding Blood borne Pathogens in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Blood borne Pathogens (29 CFR Part 1910.1030).

I. Objections of Conscience: The parties agree that no student or faculty of the University will be required to participate in any procedure which is contrary to his or her religion or conscience. It is understood that means that students may not be able to participate in clinic areas where full options are discussed.

J. Background Checks: The University shall notify students that the Site requires a criminal history background check as a condition for participation in the clinical program. The student will be required to personally obtain the criminal background check. The parties agree that a criminal background check will be completed through the Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) based on the set of fingerprints the student provides to the vendor required by the Texas Board of Nursing.

The Site acknowledges that the University is not responsible for the accuracy of the information provided through this check and that the provision of this information does not relieve the Site of any of its legal obligations related to these background checks. The Site understands and agrees that any information forwarded to it by the University or vendor shall be held in strict confidentiality, with access only by those with a need to know. If the Site obtains information directly from the vendor, the Site agrees that it will only access information on the student working at the Site, and will not access data on any other students in the event such data is visible.



K. Reservation of Rights: Both parties reserve the right to withhold placement of nursing students for good reason, including the availability of adequate facilities and personnel to provide satisfactory work.

VII. FERPA

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Site as a school official with a legitimate educational interest in the educational records of the students who participate in the Clinical Program to the extent that access to the records are required by the Site to carry out the Clinical Program. The Site agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

VIII. Health Insurance Portability and Accountability Act (HIPAA)

The University and Site acknowledge that Site 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). To the extent that the University's students are participating in the program and the University's faculty are providing supervision at Site as part of the program, such students and faculty members shall:

- (1) Be considered part of Site's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of Site;
- (2) Receive training from Site on, and be subject to compliance with, all Site privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
- (3) Not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to the University which a student accessed through program participation or a faculty member accessed through the provision of supervision at Site that has not first been de-identified as provided in 45 CFR §164.514(a).

The University may not access or request to access any Protected Health Information held or collected by or on behalf of Site, from a student or faculty member who is acting as a part of Site's workforce as set forth above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a). The parties acknowledge that the University is providing no services to Site under 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

C. Notice: Any Notice required by this agreement shall be delivered to the following address:

University: Texas A&M University-Texarkana
7101 University Avenue
Texarkana, TX 75503
Attention: James Scogin
Vice President for Finance & Administration

Site: Full Name of Clinical Facility
Address
City, State, Zip
Attention: Full Name, Title

D. Modification of Agreement: All modifications, waivers, or alterations to this agreement must be approved in writing and signed by both parties.

Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.

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.

E. Governing Law: This agreement shall be governed by the laws of the State of Texas. Venue is in Bowie County.

F. Relationship of Parties: The University and the Site shall be considered independent contractors to one another. This agreement shall not create a partnership, joint venture, or association between the University, any of its students, and the Site.

G. Entire Agreement: This Agreement represents the complete understanding between the University and the Site. It shall supersede prior oral or written understandings and promises relating to this subject matter. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly state in writing.



Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

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.

Dispute Resolution Process. 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 University and Clinical Facility to attempt to resolve any claim for breach of contract made by Clinical Facility that cannot be resolved in the ordinary course of business. Clinical Facility shall submit written notice of a claim of breach of contract under this Chapter to Director of Procurement and General Services of University, who shall examine Clinical Facility's claim and any counterclaim and negotiate with Clinical Facility in an effort to resolve the claim.

TEXAS A&M UNIVERSITY-TEXARKANA

Dr. Kathleen Missildine, Associate Dean of STEM and Director of Nursing Date

Dr. David Reavis, Interim Dean Date

James Scogin, Vice President for Finance & Administration Date

SITE:

Signature Date

Name and Title (please print)