

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LAREDO HEALTH DEPARTMENT
AND
BAYLOR UNIVERSITY**

THIS AGREEMENT (the “**Agreement**”) by and between THE CITY OF LAREDO HEALTH DEPARTMENT (“**the Agency**”) and Baylor University (“**the University**”) shall become effective as of July 1, 2023 (“**the Effective Date**”). The Agency and the University may be referenced together herein as each the “**Party**” or collectively as the “**Parties**”.

WHEREAS, the Baylor University School of Nursing through its graduate and undergraduate divisions requires the use of clinical laboratory experiences under appropriate guidance and supervision for students in the majors and minors associated with these divisions (hereafter referred to as “**Nursing Degree Programs**”), as these clinical practice experiences are essential for further student development in order to develop the necessary effective nursing skills, clinical judgment, and a sense of professional responsibility for students in the Nursing Degree Programs, and

WHEREAS, the Agency offers suitable clinical laboratory facilities and conditions which meet criteria for agencies affiliating with nursing education programs established by the regulatory agency/board of the corresponding state in which the Agency is located and by the University, and

WHEREAS, it is recognized that a cooperative relationship between a service institution and an educational institution can be mutually beneficial in providing uniquely advantageous educational experiences,

BE IT UNDERSTOOD AND AGREED that Agency and University desire to enter into an agreement whereby students in the University Nursing Degree Programs shall receive education experiences in practicum courses at the Agency. This Agreement shall be governed by the following conditions:

I. UNIVERSITY RESPONSIBILITIES:

- A. **Provision of Foundational Curriculum.** The University shall assume full responsibility for planning, execution, and determining the adequacy of the education phase of the Nursing Degree Programs, including curriculum, administration, faculty appointments, and matters which normally are reserved as University function, such as granting degrees and advising students. However, recommendations and suggestions may be solicited from the Agency's staff in making significant revisions. The University shall provide the Agency with copies of current course outlines, course objectives, the curriculum philosophy, and a list of faculty and their qualifications, certifications, or licensures when requested.
- B. **University Accreditation.** As required by Agency, the University represents that it is and, for the term of this Agreement, will be accredited by the Southern Association of Colleges and Schools Commission on Colleges, the Commission on Collegiate Nursing Education, and the Accreditation Commission for Midwifery Education. The University will provide Agency with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, the University shall notify Agency, in writing, within three (3) business

days. Agency may, at its sole discretion, suspend or terminate this Agreement if the University fails to maintain its accreditation.

- C. **Selection of Students.** The University shall recommend for placement in the on-site education experience program of the Agency only those students who have earned a satisfactory record and have met the minimum requirements of the prerequisite didactic portion established by the University Nursing Degree Programs within the School of Nursing. The University shall assist the site with selection of students to the Agency with the student's knowledge and consent. The University agrees that this document does not limit the Agency to accepting only students from this University into the on-site education program.
- D. **University Liaison; Communications.** The University will designate a faculty or other professional staff member to coordinate and act as its liaison to the Agency. The individualized assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged by the liaison based on the objectives of the practicum and available learning opportunities, and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. The University shall notify the Agency in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Agency. The parties will exchange the following written information, if requested by either party, at least two weeks prior to the start of each clinical experience: (i) names of students and responsible faculty; (ii) nursing registration numbers of faculty; (iii) documentation of professional liability insurance for students and faculty; (iv) other appropriate information.
- E. **Supervision of Students' Clinical Practice.** For those students precepted by the Agency or by a third party, no one associated with the University other than the participating student will be at the Agency in connection with this clinical experience, other than for an Agency tour or upon special request by either party. For all other education experiences, University faculty may be on site continuously or periodically with participating students during clinical group rotations.
- F. **Visitation of University Campus.** The University shall extend the authorized representatives of the Agency an open invitation to visit the Nursing Degree Programs within the School of Nursing at the University and consult with faculty and students in the program.
- G. **University Attestation.** Upon request of the Agency, the University shall provide evidence of the following:
 - 1) That each student has met all health requirements of the Agency, which may include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, varicella immunity, by positive history of chickenpox or proof of varicella immunization, proof of rubella and rubeola immunity by positive antibody titers or 2 doses of MMR, annual flu vaccination, and Occupational Safety and Health Administration's (OSHA) compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Agency may update these requirements upon written notice to University. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.
 - 2) That where required by and acceptable to the Agency, a criminal background check and a drug screen have been completed as to each placed student prior to participation in the

practical learning and clinical educational experience. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

H. **Required Training.** University shall require that all faculty and students who may be at risk for occupational exposure to blood or other potentially infectious materials be:

- 1) Trained in accordance with OSHA's Occupational Exposure to Blood borne Pathogens Final Rule 29 CFR Part 1910.1030, as published in the Federal Register Friday, December 6, 1991.
- 2) Trained in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other blood borne pathogens.
- 3) Trained in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment.
- 4) Provided information on the Hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated.

I. **Student Notices.** The University shall advise students of their responsibilities regarding participation in the on-site education process, including:

- 1) Reporting to the Agency on time and following the administrative policies, standards, and practices of the Agency, including current Title IX and COVID-related policies and procedures. This also includes meeting the personal, ethical and professional standards required of employees of the Agency and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies. Students will appear in appropriate attire acceptable to the institution for instruction of all kinds. Permission may be included to attend seminars, conferences, and to participate in other pertinent institutional activities.
- 2) Obtaining medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Agency, unless otherwise required by law.
- 3) Providing his/her own transportation and living arrangements.
- 4) Following all established regulations of any state regulatory agency associated with the clinical experience during the scheduled operating hours of the Agency.
- 5) Conforming to the standards and practices established by the University while functioning at the Agency.
- 6) Obtaining prior written approval of the Agency and University before publishing any material relating to the practical learning and clinical educational experience.

II. AGENCY RESPONSIBILITIES:

A. **Provision of Facilities/Supervision for Supervised Clinical Experience.**

- 1) Subject to the ability of Agency to accommodate University's request, which Agency shall determine in its sole discretion, the Agency agrees to make the appropriate facilities available to the University in order to provide supervised practical learning and clinical educational experiences to students enrolled in the Nursing Degree Programs at the University. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Agency procedures.

Activities in which the student may be engaged, under clinical supervision, may be listed on Attachment A to this Agreement by the Parties.

- 2) The Agency shall designate and submit in writing to the University the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.
- 3) The Agency shall provide, within Agency limitations, conference rooms and appropriate and readily accessible personal protective equipment.
- 4) The Agency shall permit University faculty to conduct nursing research in accordance with established policies and research protocols of the Agency with prior written approval.

B. Policies/Procedures Applicability to Students. Students are to remain subject to the authority, policies, and regulations imposed by the University and, during periods of practical learning and clinical educational experience, students will be subject to all rules and regulations of the Agency and imposed by the Agency on its employees and agents with regard to following the administrative policies, standards, and practices of the Agency.

C. Agency Liaison; Communications. The Agency shall designate a liaison responsible for coordinating the practical learning and clinical educational experience. That person shall maintain contact with the University's designated liaison to assure mutual participation in and surveillance of the practical learning and clinical educational experience. The Agency shall, at an agreed upon time prior to each academic term, provide the University with the maximum number of students (from all Nursing Degree Programs) that can be assigned to each patient unit and service area during each agreed upon assignment period. The Agency shall notify the University in writing of any change or proposed change of the person(s) responsible for coordinating the practical learning and clinical educational experience. The Agency also agrees to provide the University all information reasonably requested concerning a student's educational experience performance, including the nature of the experiences each student receives and a written summary report.

D. Client Care. While at the Agency, students are not to replace the Agency staff, and are not to render service except as identified for educational value and delineated in the joint-planned practical learning and clinical educational experiences. Any such direct contact between a student and a client shall be under the proximate quality supervision of a member of the staff of the Agency. The Agency shall at all times retain full responsibility for client care and for control of established standards of client care. The Agency will comply with all applicable federal and state health and safety laws and regulations.

E. Emergency Treatment of Students. Emergency outpatient treatment will be available to students while under the supervision of the Agency for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-Agency site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment, unless otherwise required by law.

F. University Tour of Agency. The Agency shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to practical learning and clinical educational experiences, by representatives of the University and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

G. **Orientation.** The Agency shall require and provide an orientation to the faculty and students before direct patient contact is allowed. Orientation by the Agency shall include information regarding:

- 1) The Agency's Exposure Control Plan for blood borne pathogens and the means by which students and faculty can obtain a copy of the written plan.
- 2) The engineering controls used within the Agency's work site.
- 3) The personal protective equipment available in each of the Agency's work areas.
- 4) The identification of tasks and patient-related activities which increase the risk of exposure to HBV, HIV, and other blood borne pathogens.
- 5) What constitutes an exposure.
- 6) The established procedure to follow after an exposure to blood or body fluids occurs including the methods of reporting the incident and the medical follow-up required.

III. UNIVERSITY AND AGENCY JOINT RESPONSIBILITIES:

A. **Instructional Period.** The course of the practical learning and clinical educational experience will cover a period of time as arranged between the University and Agency. The beginning dates and length of experience shall be mutually upon by the University and Agency and will conform to the student's academic calendar to the greatest extent possible while meeting the required hours for accreditation.

B. **Compliance with Privacy Laws/Confidential Information.**

- 1) **HIPAA.** The Agency and University jointly agree that Agency 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 students are participating in a clinical/non-clinical experience at Agency such students shall:
 - i. Be considered part of Agency's workforce for HIPAA compliance purposes in accordance with 45 CFR Part 164.103, but shall not be construed to be employees of Agency;
 - ii. Receive training by Agency on, and subject to compliance with, all of Agency's privacy policies adopted pursuant to the HIPAA Privacy Regulation; and
 - iii. Not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through participation in the clinical/non-clinical experience that has not first been de-identified as provided in 45 CFR §164.514(a);

No services are being provided to Agency by University 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.

- 2) **FERPA.** Both Parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in their possession regarding the University's students who train at the Agency pursuant to this agreement, as well as any and all information regarding any Agency students. Both Parties agree to limit the use of such information only for the purpose for which they obtained such information.
- 3) **Other Confidential Information.** The Parties understand and agree that in connection with this Agreement, each Party may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with the other Party, and which

may cause each Party to suffer competitively or economically if such information becomes known to persons outside of that Party. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to each Party's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, each Party agrees not to directly or indirectly use or disclose to any individual or entity any confidential Party information at any time.

The foregoing restrictions on use and disclosure of confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section 3, (iii) that is known by a Party prior to receipt of the information from the other Party as clearly evidenced by such Party's books and records, (iv) that is lawfully received by a Party from a Party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a Party without reliance on the confidential information received as clearly evidenced by such Party's books and records.

- C. **Removal of Students.** Both Parties agree that either the University or the Agency may drop a student enrolled in the program if, in the opinion of either party, the student is not making satisfactory progress in the program. Any student who does not satisfactorily complete the program or any portion thereof may repeat the course at the same Agency only with the written approval of both the Agency and the University. Both Parties also agree Agency may reserve the right to reasonably discipline any student who fails to comply with Agency policies and procedures. Discipline may result from conduct, work, or health status that materially interferes with the Agency's ability to care for students or impairs the student from benefiting from the clinical experience. If Agency, in its sole discretion, determines that the student's acts or omissions are unsatisfactory for (1) non-adherence to the following: (i) dress code, (ii) behavior standards; (iii) administrative and medical policies; (iv) maintenance of professional liability insurance; or (2) cannot provide safe care due to physical or mental illness, the student will immediately cease the clinical experience at the Agency, and the Agency will notify University's liaison of such discipline or removal.
- D. **Discrimination.** The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.
- E. **Employment Status.** The University and Agency acknowledge that the student is an enrolled student at the University only engaged in a supervised educational experience at the Agency. No student, under this Agreement shall in any way be considered an employee or agent of the Agency or of the University, nor shall any such student be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Agency or of the University. No employee or agent of one Party shall in any way be considered an employee or agent of the other Party. This Agreement does not contemplate the payment of a fee or remuneration by either Party to the other either before, during, or after the

completion of the educational experience. The University acknowledges and shall require student to also acknowledge that student is not entitled to nor promised in any manner an employment position at Agency after completion of the educational experience. This provision shall not be deemed to prohibit the employment of a student or faculty member of the University by the Agency under a separate employment agreement or prohibit the employment of an employee of the Agency by the University under a separate employment agreement.

F. Insurance.

- 1. University Insurance.** The University shall maintain for itself and provide to students or require that students obtain and maintain appropriate professional liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers approved by Agency. A copy of the certificate of insurance shall be provided to the Agency. The University shall maintain for itself and provide to students appropriate general liability insurance coverage in the amounts of at least \$1,000,000 per occurrence, self-insured by the University, and \$3,000,000 in the aggregate covered by an outside insurer.
- 2. Agency Insurance.** The Agency shall maintain appropriate professional and general liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs. Agency shall cause the general liability policy to name University as Additional Insured with a waiver of subrogation in favor of University. Additionally, Agency's policies will contain primary and non-contributory language on the CGL policy. A copy of the certificate of insurance shall be provided to the University upon request.

III. TERMS

- A. Term of Agreement.** The term of this Agreement shall be for one (1) year, to commence on the Effective Date. Thereafter, this Agreement shall automatically renew for additional one (1) year terms unless terminated as set forth herein. Either Party may terminate this Agreement at any time, with or without cause, upon sixty (60) days prior written notice to the other Party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.
- B. Liability Stipulation.** University agrees to indemnify and hold harmless the Agency from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of Students. Agency agrees to indemnify and hold harmless University against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of its employees. University has the authority to investigate liability claims or discrimination claims made by or against University, its faculty or students.
- C. Assignment.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld.
- D. Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement,

and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.

- E. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the University, by notifying the Agency, and in the case of the Agency, by notifying the University:

If to the University: Louise Herrington School of Nursing
333 North Washington Ave.
Dallas, Texas 75246
Attention: Dr. Linda Plank, Dean
Email: whitney_estapa@baylor.edu
Telephone:

If to the Agency: City of Laredo Health Department
Attention: Richard A. Chamberlain, DrPH, MPH, CPHA, CPM,
CHW, RS
Email: rchamberla@ci.laredo.tx.us
Telephone: (9 5 6) 7 9 5 - 4 9 1 8

or to such other addresses as the parties may specify in writing from time to time.

- F. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions thereof.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A digital image substantially similar to an original signature (as in the case of a faxed counterpart or a scanned and emailed counterpart) shall have the same force and effect as an original signature.
- H. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, employees, agents, assigns, executors and legal representatives during the initial term of this Agreement and any extensions thereof. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- I. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.
- J. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or

modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

CITY OF LAREDO

By: Joseph Neeb 8-9-23
Joseph Neeb Date

City Manager
By: Richard A. Chamberlain 7.17.23
Richard A. Chamberlain, Date
DrPH, MPH, CPHA, CHW, RS
Director of Health

BAYLOR UNIVERSITY

DocuSigned by:
Linda Plank
21BD2AFAA9844BE...
Signature

Printed Name: Dr. Linda Plank
Title: Dean, Louise Herrington School of Nursing
Date: 7/10/2023

APPROVED AS TO FORM
Joaquin A. Rodriguez, Assistant City Attorney

By: Joaquin A. Rodriguez
Joaquin A. Rodriguez Date
Assistant City Attorney

ATTESTED

By: Jose A. Valdez, Jr. 8/9/23
Jose A. Valdez, Jr. Date
City Secretary



ATTACHMENT A

Activities in which the student may be engaged, under clinical supervision, for the attached Agency Affiliation Agreement include: