

**AGREEMENT
BETWEEN
TEXAS A&M INTERNATIONAL UNIVERSITY
AND CITY OF LAREDO HEALTH DEPARTMENT**

Texas A&M International University (“TAMIU”), on behalf of the College of Nursing and Health Sciences (“CONHS”), and City of Laredo Health Department (“Affiliate”), hereby establishes an affiliation to provide practicum experience for TAMIU students (TAMIU and Affiliate, each a “Party” and collectively, the “Parties”).

SCOPE OF PRACTICUM PLACEMENT:

Neither TAMIU nor Affiliate will incur a financial obligation to each other as a result of this Agreement. TAMIU and Affiliate acknowledge that TAMIU students will not provide services under this Agreement apart from their educational value.

TAMIU AND THE AFFILIATE JOINTLY AGREE:

1. The purposes of the practicum placement are:
 - a. to provide learning activities that will assist TAMIU students in meeting the objectives of coursework established by TAMIU;
 - b. to provide expanded capabilities for TAMIU in providing services in consonance with the objectives of the **undergraduate education program in nursing**.
2. This Agreement commences on the date of signature by the last party and continues for five (5) years.

Either Party may terminate this Agreement without cause by giving thirty (30) days’ written notice to the other. Provided that all students currently enrolled in the program at the time of notice of termination shall be allowed to complete their clinical learning experiences at Affiliate such completion not to exceed three (3) months.

3. Each party shall provide and maintain open channels of communication relative to the practicum through designated representatives.
4. TAMIU shall establish practicum hours for students subject to approval by the Affiliate. TAMIU acknowledges that TAMIU students will be subject to all applicable Affiliate policies and procedures while participating in the practicum. TAMIU shall determine the beginning dates, holidays, and ending dates for the practicum assignment.
5. The parties shall ensure that the educational experience provided is consistent with the curriculum requirements of TAMIU and with the standards of the accrediting entity for the school or department of TAMIU in which the students are enrolled.

6. The parties shall periodically review the program administered under this Agreement and, when appropriate, revise the program to meet TAMIU's curriculum requirements and the standards of the accrediting entity.
7. This Agreement does not prevent the Affiliate from participating in any other program, nor does this Agreement prevent TAMIU from placing TAMIU students with other entities.
8. TAMIU is not responsible for providing personal liability or medical insurance covering TAMIU students. TAMIU assumes no liability for the acts or omissions of its students arising in the course of this affiliation. TAMIU students will be responsible for obtaining liability insurance coverage in an amount satisfactory to the Affiliate.
9. Either TAMIU or Affiliate may remove a student enrolled in the practicum if, in the opinion of either party, the student is not making satisfactory progress in the practicum. Any student who does not satisfactorily complete the practicum or any portion thereof may repeat the practicum at Affiliate only with the written approval of both parties.

TAMIU AGREES TO:

1. Bear responsibility for academic administrative elements of the practicum.
2. Designate and assign appropriate faculty to serve as representatives to affiliates.
3. Limit the activities of TAMIU faculty at Affiliate to those functions required to fulfill the terms of this Agreement, unless otherwise agreed to by Affiliate.
4. Select the TAMIU student or students who shall be placed at Affiliate, subject to the approval of Affiliate.
5. Provide information reasonably requested by the Affiliate related to students participating in the practicum unless prohibited by federal or state law.
6. Inform all TAMIU students and personnel participating in the practicum that they are required to comply with the rules and regulations of Affiliate while on the premises of Affiliate and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Affiliate.
7. Provide Affiliate with copies of current course outlines, course objectives, the curriculum philosophy, and a list of faculty and their qualifications when requested.

AFFILIATE AGREES TO:

1. Provide initial and updated information to TAMIU on Affiliate policies and procedures, staffing, and organization related to the practicum, and provide orientation sessions to inform TAMIU students and personnel concerning the rules and regulations of the Affiliate.

2. Allow the use of Affiliate material in TAMIU classroom discussions and assignments, subject to the approval of the faculty member and subject to assurances by TAMIU to maintain the confidentiality of all Affiliate material in compliance with federal and state laws.
3. Provide suitable office space, equipment, materials, supplies, and clerical assistance necessary for the accomplishment of the teaching/learning tasks.
4. Provide on-site supervision by a qualified Affiliate representative, approved by TAMIU for designation as the practicum instructor, for not less than one hour per week and to provide coordination of practicum instruction and work supervision of TAMIU students placed with the Affiliate.
5. Comply with applicable state and federal workplace safety laws and regulations. If a TAMIU student is exposed to an infectious or environmental hazard or another occupational injury while in Affiliate facilities, Affiliate, upon notice of the incident from the student, shall provide the emergency care as Affiliate provides to its employees. If Affiliate does not have the resources to provide such emergency care, the Affiliate shall refer the student to the nearest emergency facility. TAMIU shall inform the student that the student will be responsible for any financial charges generated.
6. Provide reasonable time for the Affiliate representative to prepare for and conduct conferences with TAMIU students, and to consult with the representative(s) of TAMIU.
7. Accept TAMIU students for the practicum within the capability of Affiliate with the provision that said student may participate in any Affiliate programs and activities, as appropriate in the opinion of Affiliate.
8. Complete appropriate paperwork for TAMIU students that is required by TAMU for performance evaluation and inform TAMU of any concerns regarding the student.
9. Maintain sole responsibility for its clients' care.
10. Obtain and maintain all licenses required for the Affiliate and ensure that all Affiliate personnel is appropriately licensed.
11. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at Affiliates', Affiliate, upon notice of such incident from the student, will provide such emergency care as is provided to its employees, including, where applicable: examination and evaluation at Affiliates' emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of Hepatitis B, Hepatitis C, and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Affiliate does not have the resources to provide such emergency care, the Affiliate will refer such student to the nearest emergency facility.

GENERAL PROVISIONS:

1. FERPA. For purposes of the Family Educational Rights and Privacy Act (“FERPA”), TAMIU hereby designates Affiliate as a school official with a legitimate educational interest in any education records (as defined in FERPA) to the extent Affiliate is required to create, access, receive, or maintain those records to fulfill its obligations under this Agreement. Affiliate shall comply with FERPA as to any such education records and restrict disclosure of the education records solely to those employees, subcontractors, or agents who need to access the education records for Affiliate. to perform its obligations under this Agreement. The Affiliate shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on the Affiliate in this Section, including without limitation, the prohibition on redisclosure. The Affiliate is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA. Affiliate is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement. The Affiliate shall implement reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure, or use.
2. HIPAA. The Parties shall comply with all federal and state laws, rules, and regulations applicable to the maintenance, use, and disclosure of Protected Health Information (as defined in HIPAA (as defined below)), including but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (“HIPAA”), Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder (the “HITECH Act”, and collectively with HIPAA, the “HIPAA Requirements”). The Parties agree to enter into any further agreements with each other or other appropriate entities as may be necessary to facilitate compliance with the HIPAA requirements.
3. 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.
4. Non-Assignment. Affiliate shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMIU.
5. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

6. Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

7. Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties.

8. Public Information Act. The Affiliate 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. Upon TAMIU's written request, the Affiliate will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMIU to TAMIU in a non-proprietary format acceptable to TAMIU that is accessible by the public. Affiliate acknowledges that TAMIU may be 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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Affiliate agrees that this Agreement can be terminated if Affiliate knowingly or intentionally fails to comply with a requirement of that subchapter.

9. Non-Waiver Privileges and Immunities. TAMIU is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. The Affiliate expressly acknowledges that TAMIU is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMIU of its right to claim such exemptions, remedies,

privileges, and immunities as may be provided by law, including the sovereign immunity of TAMIU.

10. Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.
11. 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(b), *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.
12. Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Affiliate's service to TAMIU. Except as specifically required under the terms of this Agreement, Affiliate (and its representatives, agents, employees, and subcontractors) will not represent themselves to be an agent or representative of TAMIU or A&M SYSTEM. As an independent contractor, the Affiliate is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. The Affiliate and its employees shall observe and abide by all applicable TAMIU policies, regulations, rules, and procedures, including those applicable to conduct on its premises.
13. 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.
14. Indemnification. To the extent authorized by the laws and Constitution of the State of Texas, the Affiliate shall indemnify and hold harmless A&M SYSTEM, TAMIU, and their regents, employees, and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense, or loss asserted against A&M System Indemnities arising out of any acts or omissions of the Affiliate or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such

liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.

15. Non-Discrimination. 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, the Parties will not discriminate, sexually harass, or retaliate against any faculty, student, or employee 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. TAMIU takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and Affiliate takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.

16. Not Eligible for Rehire. In the event TAMIU becomes aware that **Affiliate** has an employee involved in the activities being performed under this Agreement been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"), TAMIU will have the sole right to demand removal of such NEFR Employee from the activities being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMIU.

17. Notices. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the Party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

TAMIU:
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: lgribble@tamiu.edu

With a copy to:
Texas A&M International University
Contracts Administration
5201 University Blvd.
Laredo, Texas 78041
Email: contracts@tamiu.edu

CITY OF LAREDO HEALTH DEPARTMENT:

City of Laredo Health Department
Dr. Richard A. Chamberlain, Health Director
2600 Cedar Ave.
Laredo, Texas 78040
Email: rchamberla@ci.laredo.tx.us

CITY OF LAREDO HEALTH DEPARTMENT:

By: *Joseph Nzeb* 6-30-23
Joseph Nzeb Date
City Manager

By: *Richard A. Chamberlain* 6/15/2023
Richard A. Chamberlain, Date
DrPH, MPH, CPHA, CHW, RS
Director of Health

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

By: *Joaquin A. Rodriguez* 6/30/23
Joaquin A. Rodriguez Date
Assistant City Attorney

ATTESTED

By: *Jose A. Valdez, Jr.* 6/30/23
Jose A. Valdez, Jr. Date
City Secretary

TEXAS A&M INTERNATIONAL UNIVERSITY:

Thomas R. Mitchell
Thomas R. Mitchell, PhD
Provost and VPAA

6/16/2023
Date

Marivic Torregosa Digitally signed by Marivic
Torregosa PhD, RN, FNP
PhD, RN, FNP Date: 2023.06.15
09:25:38 -05'00'

Marivic Torregosa, PhD, RN, FNP
Dean, CONHS

Date

