

**MEMORANDUM OF AGREEMENT
BETWEEN
HIDALGO COUNTY
AND
BAYLOR UNIVERSITY**

WHEREAS, Baylor University, through its School of Nursing requires the use of clinical laboratory experiences for students in its nursing program, and

WHEREAS, **Hidalgo County** offers clinical laboratory facilities which meet criteria established by the Board of Nurse Examiners for the State of Texas for agencies affiliating with nursing education programs, and

WHEREAS, the Faculty recognizes that clinical practice under appropriate guidance and supervision is essential for student development of effective nursing skills, clinical judgment, and a sense of professional responsibility, and

WHEREAS, it is recognized that a cooperative relationship between a service institution and an educational institution can be mutually beneficial,

BE IT AGREED that **Hidalgo County**, hereafter called "Agency," and Baylor University, hereafter called "University," desire to enter into an agreement whereby students in the University nursing program shall receive experiences in practicum courses in the Agency. This agreement shall be governed by the following conditions:

I. THE UNIVERSITY SHALL:

- A. Retain control of, and responsibility for, all phases of the nursing education program.
- B. Cooperate with the Agency in making arrangements for the practicum not less than six months prior to the start of each academic term. Arrangements shall be mutually determined by agreement of the parties and may be altered by mutual agreement.
- C. Cooperate with the Agency in planning, scheduling and implementing an orientation program for faculty responsible for the practicum.
- D. Provide an orientation for students to assigned units.
- E. Provide the Agency with the following written information two weeks prior to the start of each practicum:

1. Specific days and hours students will be on patient units or service areas.
 2. Names of students and responsible faculty.
 3. Objectives of the practicum.
 4. Documentation of professional liability insurance for students and faculty.
 5. Texas nursing registration number of faculty.
 6. Other appropriate information as requested.
- F. Provide qualified faculty in a faculty-student ratio of at least 1:10.
- G. Plan individualized experiences for students in consultation with appropriate agency personnel based on the objectives of the practicum and available learning opportunities.
- H. Abide by the written administrative, nursing and medical policies or procedures of the Agency while using its facilities.
- I. 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 the Occupational Safety and Health Administration's (OSHA) 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.

5. Vaccinated for HBV or have begun the vaccination series for HBV or have signed a refusal to acquire HBV vaccination.
- J. If requested by the Agency, maintain for itself and provide to Students or require that Students obtain and maintain appropriate general and 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 or self-insurance programs approved by Agency, in accordance with Agency's bylaws, rules and regulations. A copy of the certificate of insurance shall be provided to the Agency.

II. THE AGENCY SHALL:

- A. Retain full responsibility for patient care and for control of established standards of patient care.
- B. At least six months prior to each academic term, provide the University with the maximum number of students (from all educational programs) that can be assigned to each patient unit and service area during each eight-hour assignment period.
- C. Provide an orientation for faculty assigned to the Agency prior to the practicum subject to conditions in Article I. Section C.
- D. Assist the University faculty in orientation of students to the Agency at a mutually agreed upon time.
- E. Provide, within Agency limitations, conference rooms and lockers requested.
- F. Provide any special clothing required for participation in learning activities in selected patient units and service areas of departments of the Agency.
- G. Reserve the right and authority to request the withdrawal of any faculty or student, who does not adhere to appropriate dress code, behavior standards, administrative and medical policies, does not maintain professional liability insurance; or cannot provide safe care due to physical or mental illness.
- H. Permit University faculty to conduct nursing research in accordance with established policies and research protocols of the Agency with prior written approval.
- I. Comply with all applicable federal and state health and safety laws and regulations.
- J. Prohibit the disclosure of personally identifiable information, as defined by the Family Educational Rights and Privacy Act, of a student without the prior consent of the student, and to limit Agency's use of such information only for the purpose for which it obtained such information.

- K. 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.
- L. Provide appropriate and readily accessible personal protective equipment at no cost to faculty and students to use in the work site during the clinical training program.
- M. Maintain appropriate general liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with insurance carriers or self-insurance programs approved by University. A copy of the certificate of insurance shall be provided to the University.

III. IT IS MUTUALLY AGREED THAT:

- A. 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.

IV. DURATION OF AGREEMENT, TERM, MODIFICATION:

- A. This Agreement shall remain in effect until terminated. Either party may terminate this Agreement, with or without cause, by written notice to the other party at least sixty (60) days prior to the commencement of the next academic term. Students

enrolled in the practicum at the time notice is given shall have the opportunity to complete the course of study in progress.

- B. The parties to this agreement may amend this Agreement as deemed necessary provided, however, that no amendment to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties.
- C. All the terms, conditions and provisions agreed upon by the parties to this Agreement are incorporated in this document.

This Agreement is effective as of the date last signed below.

BAYLOR UNIVERSITY

By: _____
Linda Plank, Dean
Louise Herrington School of Nursing

Date: _____

HIDALGO COUNTY

By: _____
Judge Richard F. Cortez

Date: _____