

CLINICAL EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

THIS AGREEMENT, effective the 19th day of October, 2021, is between The Rio Grande Valley College (the "College"), and the Hidalgo County-WIC: Lactation Care Center RGV (the "Facility"), having its principal office at 3105 W. University Drive in Edinburg, State of Texas, for the purpose of providing supervised clinical education experiences for the Vocational Nursing students at the College.

Recitals

- A. **Facility** operates at 549 N. Cage Blvd. in Pharr TX, State of Texas, and therein provides Nursing education services.
- B. **College** provides academic courses with respect to and periodically desires to provide students in such courses with supervised clinical educational experience(s) for the Vocational Nursing student(s) by utilizing appropriate facilities and personnel of third parties as a supplement to the academic curriculum (the "Program").
- C. **Facility and College** desire to cooperate for the implementation and continuation of a supervised clinical affiliation **Program(s)** involving the students and personnel of **College** and the facilities and personnel of **Facility**.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, **College** and **Facility** agree that any **Program** established and implemented by **Facility** and **College** during the term of this **Agreement** shall be covered by and subject to the following terms and conditions.

1. **PROGRAM AGREEMENT.** To become effective, all agreements with respect to an affiliation **Program** shall be reduced to writing, executed by authorized representatives of both **Facility** and **College**.
2. **WAGES.** Students participating in an affiliation **Program** at **Facility** are participating for an academic purpose and a non-paid position. Upon completion of the participation period, Students are not automatically entitled to a paid position within the County, the Lactation Care Center RGV, and/or the **College**.
3. **AMENDMENT OF PROGRAM AGREEMENT.** No amendment to this **Program** Agreement shall be effective unless reduced to writing, executed by the authorized representatives of both **Facility** and **College**.
4. **RESPONSIBILITY OF FACILITY.** Except for acts to be performed by **College** pursuant to the provisions of this **Agreement**, **Facility** will furnish the premises, personnel, services, and all

other items necessary for the educational experience specified in the **Program**. In connection with such **Program**, **Facility** will:

- a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by **College**;
- b. subject to appropriate background checks, permit the authority responsible for accreditation of **College**'s curriculum to inspect the facilities, services, and other items provided by **Facility** for purposes of the educational experience;
- c. provide each student with a licensed **Clinical Supervisor**, who is on staff at the **Facility**, to whom he/she will be responsible to during the clinical education period.
- d. evaluate their students' performance under this **Program Agreement** and discuss their progress with the **College**;
- e. make sure that students are not allowed to replace **Facility** staff members and shall not allow students to be utilized for clerical, secretarial, or personal assistant duties;
- f. appoint a person to serve as the liaison for the **Facility** (the "**Facility Liaison**") by the following procedure; and
- g. may request the withdrawal of a student from the **Facility**, following consultation with the Director of Clinical Training of the University, the clinical faculty and the student involved in the action.

5. **RESPONSIBILITIES OF COLLEGE.** **College** will:

- a. Furnish **Facility** with the names of the students assigned by **College** to participate in the **Program**;
- b. The faculty of the **College**'s program in Vocational Nursing will have the responsibility for academically preparing the students prior to their participation in the clinical affiliation **Program**;
- c. Designate a member of the **College** faculty to coordinate the educational experience of students participating in the **Program** with the **Facility**. **College** shall give **Facility** written notice of the name of the **College** faculty representative.
- d. Provide **Facility** with notice of any changes in faculty and curriculum;

- e. Provide **Facility** with forms and guidance for student education and evaluation;
- f. The Director of Clinical Training will contact **Facility** during the affiliation period to coordinate the student's progress.

g. **INSURANCE.** **College** shall carry sufficient insurance to provide sufficient and adequate protection to the **Facility** under the **Indemnity** provision, for any potential liabilities that accrue arising from or related to this **Agreement**; **College** shall provide: (a) coverage against all claims based on violations of the Civil Rights Act arising from the Services performed under this **Agreement**; (b) coverage to protect the **Facility** and Hidalgo County against all claims arising from the Services performed hereunder; and (c) coverage to protect the **Facility** and Hidalgo County from actions by a third party against **College** as a result of this **Agreement**. The insurance policy required by this section shall be for not less than any limits of liability specified herein, or required by law, whichever is greater, and shall include "coverage for liabilities assumed by this **Agreement**, as applicable to the obligations of **College** hereunder. **College** shall continuously maintain such accident, general liability, worker's compensation, and automobile insurance, as required by law, to include protecting **College**, its officers, employees, and agents from and against any and all liability caused by or arising out of any aspect of the operation of the facility and the furnishing of services to the **Facility** and the Hidalgo County, including the payment of damages and attorney's fees. **College** shall provide proof of insurance coverage to the **Facility** upon request. **College** shall carry insurance acceptable to **Facility** but in no event less than insurance coverages required by law, with Hidalgo County and WIC: Lactation Care Center RGV as additional named insured.

h. **Ensure that STUDENTS/INTERNS will:**

- (1) Follow the rules and regulations established by the **Facility** during their clinical affiliation period at **Facility**;
- (2) Provide their own health insurance coverage for the period of the clinical education experience; and
- (3) Agree to accept the assigned clinical affiliation, following consultation with the **College's** Director of Clinical Training.

6. **NOTICES.** All notices under this **Agreement** shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested to the addresses listed below. Such notices shall be deemed given when received by such party's designated representative.

If to COLLEGE:

First, Last: *Annabelle P. Rodriguez*
Title: *President*
Organization: *RGV College*
Street: *5419 N. Cage Blvd.*
City, Texas 78--- *Pharr TX 78577*

If to County of Hidalgo:

Hidalgo County, Texas
Attn: County Judge
100 E. Cano, 2nd floor
Edinburg, Texas 78539

Copy To:

Hidalgo County WIC Lactation
Resource and Training Center
Attn: WIC Director
3001 N. 23rd St, Suite 2
McAllen, Texas 78501

7. **ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of **Facility** or **College** shall affect or modify any obligations of either party under this **Agreement**.
8. **ASSIGNMENT.** Neither this **Agreement** may be assigned by either party without prior written approval of the other party.
9. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.
10. **TERM AND EFFECTIVE DATE.** This **Agreement** shall continue in effect for three (3) years (the "**Term**"). After such initial **Term**, this **Agreement** shall continue from year-to-year unless one party shall give the other thirty (30) days prior written notice of intention to terminate. If such notice is given, this **Agreement** shall terminate: (a) At the end of such 30 days; or (b) When all students enrolled in the **Program** (at the time such notice is given) complete their respective courses of study under the **Agreement**, whichever event occurs last.
11. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this **Agreement** shall be governed by the laws of the State of Texas.

12. **NONDISCRIMINATION.** **Facility** and **College** shall not discriminate against any person, employee, **student**, and/or child on account of race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, sexual orientation, or any basis prohibited by law.
13. **FERPA.** For purposes of this **Agreement**, pursuant to the Family Educational Rights and Privacy Act of 1974 (“**FERPA**”), the **College** hereby designates the **Facility** as a school official with a legitimate educational interest in the educational records of the Students who participate in the **Program** to the extent that access to the records are required by the **Facility** to carry out the **Program**. **Facility** agrees to maintain the confidentiality of the educational records in accordance with the provisions of **FERPA**.
14. **INDEMNIFICATION.** TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, **COLLEGE** SHALL INDEMNIFY AND HOLD **FACILITY** HARMLESS FROM ANY AND ALL CLAIMS , ACTIONS, LIABILITY, AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS **AGREEMENT**, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE **COLLEGE'S** OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE **COLLEGE**. UPON WRITTEN NOTICE FROM **FACILITY**, **COLLEGE** WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO **FACILITY**, ANY SUCH CLAIM OR ACTION. **COLLEGE** WILL CARRY INSURANCE ACCEPTABLE TO **FACILITY** WITH MINIMUM LIMITS REQUIRED BY LAW AND WITH **HIDALGO COUNTY AND WIC: LACTATION CARE CENTER RGV** AS ADDITIONAL NAMED INSURED. THIS CLAUSE SHALL SURVIVE THE TERMINATION OF THIS **AGREEMENT**.
15. **HIPAA.** The **Parties** agree that:
- a. the **Facility** is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, of 1996 as amended by the Health Information Technology for Economic and Clinical Health (“**HITECH**”) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively, “**HIPAA**”) and subject to 45 CFR Parts 160 and 164 (the **HIPAA** Administrative Simplification Regulations);
 - b. to the extent that **College** students are participating in the **Program** [and **College** faculty members are providing supervision at the **Facility** as part of the **Program**], such students [and faculty members] shall:
 - (1) be considered part of the **Facility**’s workforce for **HIPAA** compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the **Facility**;

- (2) receive training by the **Facility** on, and subject to compliance with, all of **Facility's** 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 **College** which a student accessed through **Program** participation [or a faculty member accessed through the provision of supervision at the **Facility**] that has not first been de-identified as provided in 45 CFR §164.514(a);
- c. **College** will never access or request to access any Protected Health Information held or collected by or on behalf of the **Facility**, from a student [or faculty member] who is acting as a part of the **Facility's** workforce as set forth in paragraph 16.b. of this **Agreement** or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
- d. no services are being provided to the **Facility** by the **College** 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.

COLLEGE : **County of Hidalgo, Texas**

By: *Anabelle Rodriguez* By: _____
Richard F. Cortez, County Judge

Date: 10/21/2021 Date:

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Amanda D. Austin, Assistant District Attorney