

CONTRACT AND AGREEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BEE

THAT the Coastal Bend College, a public junior college in Beeville, Bee County, Texas hereinafter called "college", and Connally Memorial Medical Center, Floresville Texas, hereinafter call "Host Agency" do contract and agree as follows:

The Host Agency agrees to:

1. Accept students to be rotated for clinical rotation. Scheduling will be coordinated at least 30 days prior to rotation. Scheduling will be coordinated with Host Agency representative and College department representative.
2. Provide clinical learning activities and patient assignments in coordination with College personnel.
3. Cooperate in any sexual harassment complaint investigation involving college students or faculty.
4. Assist the College employed instructor in evaluating student progress and competency during clinical training when applicable.
5. Maintain the criteria for accreditation as established by the Texas Health and Human Services.
6. Provide a designated space for conducting clinical conferences for use by instructors and students.
7. Accept students regardless of race, creed, color, national origin, sex, age, or disability.
8. Work with college faculty to address any student grievance involving Host Agency or its staff.

The College agrees to:

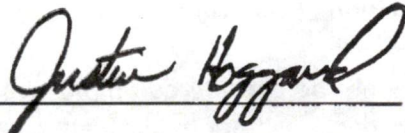
1. Be the controlling agency and fully responsible for the operation of all college programs.
2. Operate the program in accordance with the guidelines established by the Texas Health and Human Services and the Texas Higher Education Coordinating Board.
3. Provide a faculty member during the affiliation period who will maintain ultimate responsibility for student learning during the clinical rotational who will coordinate learning activities and patient assignments with Host Agency personnel.
4. Discontinue the clinical rotation, at the facility, of any student upon written request of the Host Agency when student performance is detrimental to the Host Agency, staff or patients. The College reserves the right to terminate enrollment of any student whose progress, or professional development does not justify continuance in the program.
5. Require students to be alcohol and drug free while on campus, acting on behalf of the college, at clinical sites, student activities, and traveling to and from laboratory sites.
6. Provide liability and malpractice insurance coverage in the amount of \$1,000,000 each medical incident and \$3,000,000 annual aggregate for instructors and students assigned to the Host Agency.
7. College will advise all students assigned to Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the practice experience. The College will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.
8. Maintain satisfactory documentation that each nursing student is free from contagious disease prior to his/her participation in the Nursing Center.
9. COVID-19 Mandate: All students must be fully vaccinated and present proof of vaccination status to the Host Facility Infection Prevent Nurse prior to beginning clinical activities.


Both parties concur that:

1. This agreement shall be reviewed annually and is in effect until terminated by either party.
2. This agreement may be terminated by either party with a 30-day written notification by either party. The termination shall not take effect until students who are enrolled at the time such notice is given have completed the scheduled clinical rotation.
3. The College reserves the right to dismiss faculty.
4. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at Host Agency, Host Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Host Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. The Host Agency will bear no financial responsibility for any charges generated. All financial obligations will be the responsibility of the student.
5. Both Parties agree to indemnify, defend and hold harmless the other Party, its managers, officers, owners, employees, agents, and representatives from and against any and all claims, demands, causes of action, costs and expenses (including but not limited to reasonable attorney fees) that are caused by to its sole negligence, error or omission. This section shall survive the termination of this Agreement.
6. The students participating in the program will not be considered employees or agents of Host Agency or College for any purpose. Students will not be entitled to receive any compensation from Host Agency or College or any benefits of employment from Host Agency or College, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Host Agency will not be required to purchase any form of insurance for the benefit or protection of any student of College.
7. Students participating in the clinical experience pursuant to this Agreement are members of Host Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. All students will be bound by the HIPAA patient confidentiality guidelines of the Host Agency.

8. Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Host Agency's facilities, students will have the status of trainees; are not to replace Host Agency staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the practice experience. Host Agency and its staff will provide such supervision of the practice experience as is reasonable and appropriate to the circumstances and to the student's level of training.
9. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
10. In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

The terms of this agreement shall be effective as of August 1, 2023

College:
Signature: 
Printed Name: Dr. Justin Hoggard
Title: President, Coastal Bend College
Date: 9-6-22

Host Agency:
Signature: 
Printed Name: Bob Gillespie
Title: CEO
Date: 08-25-2022