

**BOARD OF TRUSTEES
AGENDA**☐

WORKSHOP

☒

REGULAR

☐

SPECIAL

(A) ☐ Report Only☐ Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

(B) ☒ Action ItemPresenter(s): **Samuel Mijares, Assistant Superintendent for Curriculum & Instruction**
Ana Laura Castellón, Career & Technical Education Director

Briefly describe the action required.

**CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE THE PROPOSED
AGREEMENT BETWEEN EAGLE PASS ISD AND FORT DUNCAN REGIONAL MEDICAL
CENTER.**

(C) Funding source: Identify the source of funds if any are required.

NONE REQUIRED

(D) Clarification: Explain any questions or issues that might be raised regarding this item.

**WILL ALLOW THE CTE HEALTH SCIENCE/CERTIFIED NURSE AIDE CANDIDATES TO
PARTICIPATE IN CLINICAL ROTATIONS AT FDRMC**



Eagle Pass Independent School District Career and Technical Education

DATE: July 23, 2014

TO: Gilberto Gonzalez, Superintendent

FROM: Ana Laura Castellón, CTE Director

RE: Renewal of Cooperative Affiliation Agreement
Fort Duncan Regional Medical Center

I am requesting to renew the Cooperative Affiliation Agreement for the 2014 – 2015 school year, between Eagle Pass ISD and Fort Duncan Regional Medical Center. This agreement allows our Health Science students from EPHS and CCWHS to participate in clinical rotations at the hospital to fulfill their curriculum requirements for the Certified Nurse Aide (CNA) program at no cost to the district.

Students participating in the clinical rotations get an opportunity to “shadow” professional staff in the different hospital departments. This allows students to gain a better understanding of the different careers associated within the medical field.

Please call me if you need additional information.

Approval: _____



Samuel Mijares, Assistant Superintendent for C & I

Approval: _____



07/30/14
Gilberto Gonzalez, Superintendent of Schools

COOPERATIVE AFFILIATION AGREEMENT

This Agreement Cooperative of Affiliation ("Agreement") is made by and between Fort Duncan Regional Medical Center ("**Facility**") and C.C. Winn High School and Eagle Pass High School ("**School**"), Eagle Pass Independent School District.

WHEREAS, **Facility** operates a health facility in Eagle Pass; and

WHEREAS, the **School** wishes to provide a program of **clinical education** at the Facility for its Health Science students, and

WHEREAS, the **Facility** is willing to provide such experiences; NOW, THEREFORE, in contemplation of the mutual covenants contained herein, the parties mutually agree as follows:

1. **Duties of the District.** The **School** agrees to fulfill the following obligations during the term of this Agreement:
 - (a) The **School** shall assume responsibility for assuring that the Program complies with the educational standards of the appropriate accreditation bodies.
 - (b) The **School** shall communicate with the facility, through the Facility's Program Supervisor, on all items pertinent to the Program.
 - (c) The **School** shall notify the Facility through the Facility's Program Supervisor of the planned schedule of student assignments, including the names of the students, the students' level of academic preparation with learning objectives, and length and dates of the students' assignments in the Program two (2) weeks prior to beginning the clinical experience at the Facility.
 - (d) The **School** shall inform faculty members participating in the Program (such as students and faculty members being referred to as the "Program Participants") of any special requirements of the Facility for acceptance, in addition to the requirement concerning professional liability insurance set out in Section 3 of this agreement.
 - (e) The **School** agrees on ensuring that the instructor or qualified preceptor be present on the clinical rotations for the purpose of coordinating clinical activities, instruction and supervision of the Program Participants.
 - (f) The **School** shall ensure that the Program Participants present at the facility wearing conservative business attire and lab coat i.e. (men) shirt, slacks and tie; (women) slacks/dress, pantyhose or socks. The School will also ensure that no blue jeans and tennis shoes are worn. Each Program Participant shall wear a nametag identifying their name and school they represent.
 - (g) The **School** shall refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to the Facility.
 - (h) The **School** shall ensure that the Program Participants support the Facilities rules and regulations made applicable to the Program Participants and that the Program Participant's role is an observer only.
 - (i) Program Participants shall not have direct contact with patients.

2. **Duties of the Facility.** The **Facility** agrees to fulfill the following obligations during the term of this Agreement:
 - (a) The **Facility** shall maintain standards for appropriate health care services, which are conducive to sound educational experiences for students participating in the Program.
 - (b) The **Facility** shall designate as Program Supervisor a staff member who will be responsible for facilitating.
 - (c) The **Facility** shall, insofar as possible, make available to the Program Participants library facilities and appropriate information. The Facility shall not be responsible for the safekeeping and/or loss of personal belongings.
 - (d) The **Facility** shall assist in the orientation of the Program Participants to the relevant physical facilities and pertinent policies and procedures of the Facility.
 - (e) The **Facility** shall provide limited emergency medical care to the Program Participants in the event of an accident during their participation in the Program, the cost of which be borne by the applicable Program Participant of the School.
 - (f) The **Facility** shall notify the School of the number of students the Facility can accommodate during a given period of time.
 - (g) The **Facility** may advise the School of any serious deficits noted in the ability of assigned Program Participants to progress toward achievement of the stated objectives of the Program.
3. **Program Participants' Insurance.** The **School** understands that the **Facility** will require every instructor/preceptor to obtain and maintain professional liability insurance covering such Program Participant's activities in the Program in the amount of not less than \$1,000,000 for each occurrence and \$3,000,000 annual aggregate, and that the **School** will require each student/instructor/preceptor to furnish appropriate evidence to the **Facility** of the existence of such insurance and the payment premiums by the student/instructor/preceptor for the period of such student/instructor/preceptor's participation in the Program. This requirement shall be precondition to person's participation in the Program.
Eagle Pass ISD will provide insurance for Program Participants in the amount specified above.
4. **Parties' Relationship.** During the clinical experiences, neither the School nor a program Participant shall be considered an employee, agent, partner, or servant of the Facility. It is understood and agreed that the Facility retains the obligations and limitations expressly stated in this Agreement.
5. **Term.** The term of this Agreement shall be for one (1) year from the effective date signed at the end of this document. Notwithstanding the terms specified herein, this Agreement may be terminated by either party as provided in the Termination section of this Agreement.

6. **Termination.** This agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties; or by either party, without cause, upon thirty (30) days written notice to the other party; provided however, no such termination shall be effective upon any Program Participant enrolled in the Program until the expiration of the then current academic semester for such Program Participant.
7. **Removal of Program Participants.** The Facility, at its sole discretion, may demand the removal of any Program Participant from the Facility in the event that the Facility determines that such action is in the best interest of patient care or operation of the Facility.
8. **Modification of Agreement.** This Agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party hereto.
9. **Governing Law.** This Agreement is made in Texas and shall be constructed, interpreted, and governed by the laws of such state. The parties consent to venue in Maverick County, Texas, for any action under this Agreement.
10. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be waiver of such breach.
11. **Rights in Property.** All title to Program supplies, equipment, furnishings, fiscal records, patient charts, and patient records shall remain the sole property of the Facility.
12. **Confidentiality.** The School shall ensure that its students, faculty, and employees maintain the confidentiality of all information about the Facility's patients, including information about the identity, diagnosis, evaluation, or treatment of such patients, as required by applicable state and federal laws and the Facility's bylaws, rules, and regulations.
13. **Authorization of Agreement.** Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its term.
14. **Section Heading.** The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extent, or construe the term or provisions of the sections of this Agreement.
15. **Funds.** Neither Fort Duncan Regional Medical Center nor Eagle Pass Independent School District shall have any obligation to pay any funds to Program Participants.

Joint Commission Human Resources Provision, **SCHOOL** represents that each person participating in the program under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and **FACILITY** policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as provided herein; (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by **FACILITY**; (4) has been oriented to applicable **FACILITY** policies and procedures. **SCHOOL** also represents that it evaluates each student's performance, has verified each employee's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law"), it has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law and it has evaluated and reviewed each employee's references, when applicable. **SCHOOL** shall provide **FACILITY** with evidence of compliance with this paragraph upon request.

Sanctioned Provider, **SCHOOL** represents and warrants to **FACILITY** that neither **SCHOOL** nor any Student participating in the program under the Agreement is a "Sanctioned Provider" meaning that neither **SCHOOL** nor any student (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in a Student being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term **SCHOOL** shall immediately notify **FACILITY** of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for **FACILITY** to terminate this Agreement immediately.

IN WITNESS WHEREOF, the School and Facility have executed this Agreement, in multiple originals, to be effective as of: August 25, 2014
Date

Mr. Richard Prati, CEO
Fort Duncan Regional Medical Center

Date

Mr. Gilberto Gonzalez, Superintendent
Eagle Pass Independent School District

Date

**Addendum to the Cooperative Affiliation Agreement Between
Eagle Pass ISD and Fort Duncan Regional Medical Center**

This addendum is made part of the Cooperative Affiliation Agreement between Fort Duncan Regional Medical Center and the Eagle Pass Independent School District ("the Agreement") as if fully set forth therein:

- A. Student participants shall not have direct contact with patients.
- B. Eagle Pass ISD will provide insurance for student participants in an amount equal to that set out in numbered paragraph 3 of the Agreement.
- C. Neither Fort Duncan Regional Medical Center nor Eagle Pass Independent School District shall have any obligation to pay any funds to student participants.

Date: _____

**Mr. Richard Prati, CEO
Fort Duncan Regional Medical Center**

**Mr. Gilberto Gonzalez, Superintendent
Eagle Pass Independent School District**

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