



Canutillo Independent School District

7965 Arcraft Rd.
El Paso, Texas 79932

Mailing Address: PO Box 100
Canutillo, Texas 79835

Ron Gatlin
Purchasing Agent

Voice (915) 877-7426
Fax (915) 877-7415
rgatlin@canutillo-isd.org

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Ron Gatlin, Purchasing Agent

DATE: February 3, 2014

SUBJECT: Approval of Contract with Franklin Heights Nursing & Rehab Center

As stated in Board Policy CH (Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the contract with Franklin Heights Nursing & Rehab Center for student certifications. Please find attached copy of Student Affiliation Agreement for your review.

ADMINISTRATIVE RECOMMENDATION:

Administration recommends approval of the contract with Franklin Heights Nursing & Rehab Center to satisfy regulation towards students participating in clinical rotations which is required for student participation as presented.

The Canutillo Independent School District does not discriminate on the basis of race, color, national origin, gender, age or disability in its employment practices, or in providing education services, activities and programs, including technical education programs. For more information regarding the Canutillo Independent School District's policy of non-discrimination contact: Executive Director for Human Resources, (915) 877-7423, 7965 Arcraft Rd., El Paso, TX 79932.

El Distrito Escolar Independiente de Canutillo no discrimina en cuanto a raza, color, origen, género, edad o discapacidad en lo que se refiere a sus prácticas de empleo, o al proveer servicios, actividades y programas educativos y vocacionales. Para mayor información respecto a la política de no discriminación del Distrito Escolar Independiente de Canutillo, favor de contactar a: Director Ejecutivo de Recursos Humanos, (915) 877-7423, 7965 Arcraft Rd., El Paso, TX 79932.



Request for Board Agenda Item

Purchasing Department

Date: 1/28/14

Campus/Department: CTE

Vendor Name: Franklin Heights Nursing & Rehab Center

Total Cost: Ø

Item Description and Justification for Purchase:

To satisfy regulation towards
students participating in clinical
rotations which is required for
student certification

Participating Schools/Departments: CHS

Funding Source: 'Ø' COST NONE REQUIRED
(Account number to charge)

[Signature]
Campus/Department Administrator

1/28/14
Date Signed

*** (Form must be received by the Purchasing Department by the last Wednesday of the month) ***

(To be completed by the Financial Services Division)

Purchasing Method: INTERLOCAL AGREEMENT

[Signature]
Purchasing Agent

2/3/14
Date Signed

[Signature]
Executive Director of Financial Services

2/4/14
Date Signed



Purchasing Approval Sheet

For Presentation to Board of Trustees

Purchasing Department

Financial Services (Verification of Funding Availability and Account Coding)

Approved Denied

Comment: _____

Signature: M. Aguirre Date: 2/4/14

=====

Federal Programs (For Compliance with Grant Requirements)

Not Required Approved Denied

Comment: _____

Signature: _____ Date: _____

=====

Curriculum & Instruction (For all Curriculum Related Purchases)

Not Required Approved Denied

Comment: _____

Signature: _____ Date: _____

=====

Technology (For all Computer/Software/Peripheral Purchases)

Not Required Approved Denied

Comment: _____

Signature: _____ Date: _____

=====

Legal Review

Not Required Approved Denied

Comment: _____

Signature: _____ Date: _____

=====

Purchasing

Approved Denied

Comment: _____

Signature: [Signature] Date: 2/5/14

Student Affiliation Agreement

Between

Franklin Heights Nursing & Rehabilitation Center

And

Canutillo Independent School District

This Agreement is made as of the 27th of January, 2014 between Franklin Heights Nursing & rehabilitation Center and Canutillo ISD.

Term: The initial term of this Agreement shall be for a period of one (1) year and shall automatically renew for additional terms of one (1) year each unless the contract is otherwise terminated as provided herein.

Termination: Either party may terminate this agreement upon thirty (30) days notice in writing to the other party. If Facility terminates this Agreement less than thirty (30) days prior to commencement of a course, students enrolled in the course may continue under this agreement until the course is completed; provided that Facility may terminate this agreement immediately, regardless of the timing of commencement or completion of coursework, if failure to do would be inconsistent with resident care.

It is agreed and understood that the students participating in the educational program at Facility are doing so solely for training and educational purposes. In consideration of the promises and the mutual covenants contained herein, the parties to this Agreement agree as follows:

FACILITY'S RESPONSIBILITIES

Facility shall:

1. Have sole authority and control over all aspects of resident services, including those activities where students may be exposed to or interrelate with residents.
2. Make Facility available to students enrolled in the educational program at the discretion of Facility. Resident assignments, days and hours will be mutually agreed upon by Facility and the Educational Agency.
3. Agrees to provide general orientation for students to Facilities applicable policies/procedures to include but not limited to safety, confidentiality, MSDS, blood borne pathogens, Hepatitis B, and HIPAA.

4. Have the right, in its sole discretion to refuse or limit access under this agreement, to any student and/or instructor who Facility deems has not adhered to the terms of this agreement, who constitutes a threat to resident health or safety, or to the successful operation of the educational program or Facility. Facility will provide the Educational Agency with written notice as soon as it is reasonably possible when it invokes its rights under this section.
5. Contribute in the evaluation of students as may be requested by the Educational Agency.
6. Facility will select a person reasonably acceptable to Educational Agency to supervise students who participate in the educational program (the "Supervisor"). Students will function under the direct supervision of the Supervisor or his or her designee. Educational Agency will communicate to the Supervisor what level of assignments is appropriate given each student's level of competence.

THE EDUCATIONAL AGENCY'S RESPONSIBILITIES

The Educational Agency shall:

1. Assume and maintain primary responsibility for the planning and execution of the educational program including: programming, administration, curriculum content, faculty appointments, faculty administration and the requirements for grades, matriculation, promotion and graduation.
2. Ensure that all students have completed all applicable prerequisite courses and any other requirements necessary prior to the student placement.
3. In consultation with Facility and subject to approval by Facility, maintain responsibility, control and supervision of the educational program at Facility.
4. Arrange, in conjunction with Facility, for appropriate orientation for the students/faculty at clinical site.
5. Provide Facility with written objectives and guidelines for the clinical rotation if requested.
6. Determine that each student has: (a) proof of a recent physical examination, (b) a negative TB test or NTB screen based on state regulations and (c) either proof of vaccination for Hepatitis B or a signed declination form prior to placement at Facility. Copies of all tests/declinations will be made available on request. In the event of occupational exposure, Educational Agency will be responsible for maintaining the follow-up health records.
7. Acknowledge and agree that any student placed at the Facility under this Agreement is considered a member of the Facility's "workforce" as defined in

45 C.F.R. 160.103, for the limited purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

8. Determine that each student, through performance of a criminal background check, is qualified to participate in a clinical site rotation. Results of background checks will be made available on request.
9. Inform students of student's responsibility to provide any transportation, meals and lodging related to clinical rotation.
10. Insure each student for claims or losses related to the student's activities at the Facility.
11. Require that each student and instructor maintain Professional Liability Insurance for coverage of expenses or losses incurred through activities, acts and omissions that may occur during the period of clinical placement at Facility. The Educational Agency will advise the student that proof of such insurance may be required prior to the student beginning the clinical rotation.
12. Maintain, in full force and effect for the duration of this Agreement, general and professional liability insurance covering Educational Agency and its employees in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Educational Agency shall notify Facility thirty (30) days prior to any material change in or termination of insurance.
13. Be responsible for the Educational Agency's instructors' and students' compliance with all rules, policies, standards, schedules, practices and regulations of Facility while participating in the educational program at Facility. It is understood that Facility retains the ultimate responsibility for resident care.
14. Assure that each student attends the general orientation program provided by Facility.

GENERAL TERMS AND CONDITIONS

Anti-Discrimination

The parties agree that in the performance of this agreement, there will be no discrimination against students, instructors, employees or other persons related to race, color, sex, religion, creed, age, national origin, sexual orientation or disability.

Indemnification

To the extent permitted by law and without waiving any defense available to it under a theory of governmental immunity the Educational Agency agrees that it will defend,

indemnify and hold harmless Facility, its directors, officers, employees and agents against any and all claims, demands, causes of action, losses, costs and liabilities, including reasonable attorneys' fees, brought and arising out of or relating to any act or omission of the Educational Agency, and instructor or student participating in the educational program at Facility pursuant to this agreement.

Independent Parties

This Agreement is an independent contract between Facility and Educational Agency. Neither party, nor any employees of either party, shall be construed in any manner whatsoever to be an employee or agent of the other, now shall this Agreement be construed as a contract of employment or agency. The Facility shall be under no obligation to provide Worker's Compensation, disability, health or other insurance, or to provide unemployment benefits for the Educational Agency or to withhold, deduct or pay income or social security taxes for the Educational Agency.

Controlling Law

This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the state where the Facility is located, notwithstanding any conflict-of-law provisions to the contrary.

Compliance with Laws and Regulations

In the event that any local, state, or federal governmental agency promulgates regulations which may affect the validity or enforceability of the terms hereof, the provision so affected shall be immediately subject to renegotiations upon the initiative of either party, and the remaining provisions hereof shall continue in full force and effect.

Governmental Immunity

CISD retains its governmental immunity from litigation and liability to the extent allowed by law. This Agreement does not constitute consent to suit by CISD nor an agreement to waive any immunity afforded to it under law.

FERPA

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the Educational Agency 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.

Exhibits

If checked the following exhibit is attached and hereby made a part of this agreement:

(x) Exhibit A: Student Worksheet

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written intending to be legally bound hereby.

Educational Agency:

Facility

By: Canutillo ISD

By: Franklin Heights Nursing &
Rehabilitation Center

Name: Janice Massie

Name: Ms. Navedo

Title: Director, Career & Technology Ed.

Title: Director of Nursing

Student Worksheet

Educational Agency: Canutillo ISD

Program: Career and Technical Education (CNA Program)

Facility: Franklin Heights Nursing & Rehabilitation Center

Instructor: Ms. Aquilina

Student name				
Chavez, Alex				
Delgado, Samantha				
Hernandez, Maria				
Ontiveros, Claudia				
Romero, Ramon				
Tonche, Lilibeth				
Vale, Vianna				
Vasquez, Ana				