



COOPERATIVE AGREEMENT OF AFFILIATION

This cooperative agreement of affiliation is made by Laredo College on behalf of the Emergency Medical Services, Bachelor of Science in Nursing, Associate Degree Nursing, and Vocational Nursing Programs and City of Laredo Fire Department (Agency)

WHEREAS, the Agency operates a health agency in Laredo, Texas and

WHEREAS, the College wishes to provide a program of clinical education or field work experience at the Agency for its health science students; and Whereas, the Agency is willing to provide such experiences; NOW, THEREFORE, in contemplation of the relationship to be established between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

Both the College and the Agency hereby agree to cooperate and work sincerely with each other to provide program(s), whereby candidates may obtain certificates, diplomas, or degrees in the health science programs from the College, and partly as a result of the clinical work or field experience gained at the Agency.

The College and the Agency mutually agree to make no distinction among students, on the basis of race, color, sex, creed, age, sexual orientation, marital status, or national origin. For the purpose of this Agreement, in addition to the aforementioned, a student shall not be denied any service or benefit that is different, is provided in a different manner or at a different time from the service provided to other students under this Agreement. A student may not be subjected to segregation or separate treatment in any manner related to receipt of any advantage or privilege enjoyed by others receiving the same service or benefit; or any other requirement or condition that individuals must meet in order to be provided any service or benefit.

Neither the Agency nor the College shall submit any material relating to the field work/clinical experience for publication without the expressed written consent of both parties.

1. **RESPONSIBILITIES OF THE COLLEGE.** The College agrees to fulfill the following obligations during the term of this Agreement:
 - a. Comply with the educational standards of the appropriate accreditation bodies.
 - b. Communicate with the Agency, through the Agencies' Program Supervisor, on all items pertinent to the Program.
 - c. Shall notify the Agency through the Agency's Program Supervisor, of the planned schedule of student assignments, including the names of the students, the student's level of academic preparation, and length and dates of the student's assignments in the Program.
 - d. Shall refer to the Agency only the student who has satisfactorily completed the prerequisite didactic portion of the curriculum applicable to the Agency.
 - e. Require every student to obtain and maintain professional liability insurance covering the student's activities in the Program in the amount of \$1,000,000 for each occurrence and \$3,000,000 annual aggregate. The College will provide the Agency evidence of the existence of such insurance and the payment of premiums by the student and proof of

liability insurance coverage for the faculty for the period of their participation in the Program.

- f. Ensure that the student has proof of vaccination for, or serologic immunity to Measles, Mumps, Rubella, annual negative TB skin test or chest x-ray; and Tetanus/Diphtheria inoculation within previous ten years.
 - g. Ensure that the student and the faculty obtain and show evidence of being immunized for Hepatitis B/Chickenpox or provide a signed refusal form of the vaccine. The College and its student/faculty shall not hold the Agency responsible for any incident arising out of an exposure that is preventable by the Hepatitis B/Chickenpox vaccine.
 - h. Ensure that the student/faculty support and follow the Agency's policies, rules and regulations.
 - i. Agrees to provide faculty that are approved by the certifying or accrediting agencies to supervise the clinical aspects of the program. It is also understood that the College's faculty member retains the ultimate responsibility of monitoring and supervising the student.
 - j. Ensure that the student, the faculty and other employees maintain the confidentiality of all information about the Agency's patients/customers, including information about the identity, diagnosis, evaluation, treatment of such patients, financial condition, or services rendered as required by applicable State and Federal laws and the Agency's bylaws, rules and regulations.
 - k. Provide certification of appropriate Criminal Background clearance.
2. RESPONSIBILITIES OF THE AGENCY. The Agency agrees to fulfill the following obligations during the term of this agreement:
- a. Maintain standards for appropriate health care services that are conducive to sound educational experiences for the student participating in the Program.
 - b. Assign a designee, with the required credentials, who will be responsible for facilitating the fieldwork/clinical experience of the student.
 - c. Shall, insofar as possible, make available to the student/faculty library facilities, appropriate records and equipment, classroom and conference space. The agency shall not be responsible for the safekeeping and/or loss of personal belongings.
 - d. Shall assist in the orientation for the student/faculty to the physical facilities, policies and procedures of the Agency.
 - e. Shall advise the College of any deficits noted in the ability of an assigned Program participant to progress toward achievement of stated Program objectives, and assist the College and the Program participant in attempting to correct these deficits. It will be the mutual responsibility of the Program participant, the fieldwork/clinical educator, and the academic fieldwork/clinical coordinator to develop a plan by which the Program participant may be assigned to achieve the stated Program objectives.
 - f. Shall permit, upon written request from the College, the inspection of the facilities, fieldwork, and services by the College and/or accrediting agencies.
 - g. The Agency shall encourage and support, when required by the College's accrediting agency, continuing education and professional development of the staff member who is responsible for the supervision of fieldwork/clinical experience.

- h. If, during the course of the Program and in conjunction with the Program requirements, employees and agents of the Agency are informed of or possess student records, the Agency shall comply with the confidentiality requirements of all federal and State laws and regulations in the handling of such records.
- 3. PARTIES' RELATIONSHIP. During the clinical experience, neither the College nor the Program participant shall be considered an employee, an agent, a partner, or a servant of the Agency. It is understood and agreed that the Agency retains the ultimate responsibility for client/patient record keeping and for client/patient care while the College and the student retain the obligations and limitations expressly stated in this Agreement.
- 4. REMOVAL OF PROGRAM PARTICIPANTS. The Agency may recommend the removal of any student from the Agency in the event that the Agency determines that such action is in the best interest of the operation of the Agency. Upon such request, the Agency shall provide written documentation specifying the facts and circumstances necessitating such request for removal, so that the Program shall have the opportunity to review and to evaluate said student's conduct.
- 5. AMENDMENTS. An amendment to this Agreement is not effective until approved in writing by an authorized representative from the College and the Agency and signed by both parties.
- 6. REQUEST FOR PUBLIC INFORMATION. Each party acknowledges that the other is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this agreement.
- 7. CONTRACT PERFORMANCE. This agreement is performable in Texas. Further, the validity of this Agreement and all matters pertaining to this Agreement, including by not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the constitution and the laws of the State of Texas.
- 8. FORCE MAJEURE. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- 9. NOTICES. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below, Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. Each party can change its respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Agency: Fire Chief
City of Laredo Fire Department
616 E. Del Mar Blvd.
Laredo, Texas 78045
(956) 718-6000

College:	President	
	Laredo College	Laredo College
	West End Washington St.	5500 South Zapata Hwy.
	Laredo, Texas 78040	Laredo, Texas 78046
	(956) 721-5101	(956) 721-5101

10. TERM OF AGREEMENT. This Agreement shall be for five (5) years beginning on August 1, 2023. This agreement will become effective upon approval by the City of Laredo Fire Chief and the President of Laredo College. Upon implementation, this agreement will continue until one of the parties petition the other party to end the agreement. However, this Agreement may be terminated prior to the expiration of the term of this Agreement pursuant to the Termination section herein.
11. TERMINATION. This Agreement may be terminated by mutual agreement of the parties; or by either party, without cause. Such petition to end this agreement: (1) Must be submitted one hundred eighty (180) days in advance of the intent to terminate; (2) must be submitted in writing and signed by the College President or City of Laredo Fire Chief depending on which party is making the petition; and must be delivered to the second party to the agreement. Delivery of the intent to terminate will constitute formal notification and will service as ground for termination 180 days following the date of delivery.
12. NO WAIVER OF IMMUNITY. Neither party waives nor relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agent as a result of the execution of this Agreement and performance of the functions or obligations described herein.
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 terms.
14. 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 shall be construed to be a waiver of such breach.
15. NO ASSIGNMENT. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by any party without the prior written consent of all parties hereto.

16. **RIGHTS IN PROPERTY.** All title to Agency supplies, equipment, furnishings, fiscal records, client/patient charts, and client/patient records shall remain the sole property of the Agency.
17. **SECTION HEADINGS.** The headings of sections contained in this Agreement are for convenience only and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
18. **GOVERNING LAW.** This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent irrevocably to the sole and exclusive jurisdiction and venue of the courts of Webb County, Texas, for any action under this Agreement.
19. **COMPLETE UNDERSTANDING.** The parties have read this Agreement and agree to be bound by its terms. The parties further agree that this Agreement constitutes the entire and exclusive agreement of the parties and supersedes all previous communications, representations or agreements, either oral or written, between them. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding on any party unless in writing and signed by the part against whom enforcement of such waiver, alteration or modification is sought.

This Agreement shall become effective upon approval by the Agency or its designee and upon signing by the President of Laredo College.

IN WITNESS WHEREOF, the College and the Agency have executed this Agreement, in multiple originals, to be effective as of August 2023.

LAREDO COLLEGE

City of Laredo Fire Department

President

City Manager

Date

Date

Provost/Vice-President of Academic Affairs

Fire Chief

Date

Date

APPROVED AS TO FROM

Assistant City Attorney

Date

ATTESTED

City Secretary

Date