

## CLINICAL LEARNING EXPERIENCES AGREEMENT

This agreement (“Agreement”) is by and between TARLETON STATE UNIVERSITY (hereinafter referred to as (“TARLETON”), a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas, with principal offices located in Stephenville, Texas and TEXAS JUVENILE JUSTICE DEPARTMENT (“FACILITY”) (TARLETON and FACILITY, each a “party” or “Party” and collectively the “parties” or “Parties”).

WHEREAS, TARLETON, through its College of Health Sciences, including School of Health and Clinical Professions which include the following departments and programs; Master of Medical Science in Physician Assistant Medicine, Department of Counseling, Department of Social Work, Department of Medical Lab Sciences, Public Health and Nutrition Sciences, Department of Health and Rehabilitation Sciences, MS Athletic Training Program, Communication Sciences & Disorders Program, Doctor of Occupational Therapy Program and Doctor of Physical Therapy Program, School of Kinesiology which include the following departments; Department of Health & Human Performance and Department of Sport Science, (undergraduate and graduate internships programs), School of Nursing which include the following departments; Department of Undergraduate Nursing and Department of Graduate Nursing (“Program”) offers a course of study for its students (each a “Student” and together the “Students”) with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

WHEREAS, TARLETON and FACILITY share a mutual interest in providing Students in the Program with experience in clinical care and agree to cooperate in the conduct of educational activities through observation and supervised training of Students.

NOW THEREFORE, in consideration of the foregoing and the agreements and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

### I. PURPOSE OF AGREEMENT

- A. This Agreement sets forth the terms under which FACILITY will provide TARLETON faculty, staff and Student access to all its facilities consistent with the purpose of this Agreement. This Agreement also establishes the manner in which TARLETON will access FACILITY’s facilities so that the wellbeing of the clinical site and all individuals involved will not be jeopardized. Foremost, this affiliation encompasses one or more educational programs in which FACILITY or any of its affiliated entities is involved.

### II. TERM OF AGREEMENT

- A. This Agreement shall commence on **MAY 22, 2024** (“Effective Date”) and continue through **MAY 21, 2029** (the “Term”) unless earlier terminated as provided herein.
- B. This Agreement may be terminated without cause by either Party upon 60 days’ written notice to the other Party, provided that all students currently enrolled in the program at the time of notice of termination shall be given the opportunity to complete their clinical learning experiences at FACILITY, such completion not to exceed 6 months.”

### III. SCOPE OF THE CLINICAL LEARNING EXPERIENCE

- A. FACILITY hereby agrees to provide its facilities to TARLETON and TARLETON agrees to the usage of such facility according to the terms and conditions described herein. The faculty and Students in the Program may utilize FACILITY facilities for educational activities associated with the clinical learning experience through observation and supervised training. TARLETON or FACILITY will not incur financial obligation to each other as a result of this Agreement. The parties acknowledge ultimate responsibility for all client care remains with FACILITY and Students will not provide services apart from its educational value.

### IV. TARLETON RESPONSIBILITIES

TARLETON agrees to:

- A. Select Students for the participation in the clinical learning experience, selecting only those Students with a satisfactory record in the Program and who have met TARLETON requirements;
- B. The decision to exclude or remove Students from the clinical learning experience will be the sole decision of TARLETON and will be adhered to by FACILITY;
- C. Provide FACILITY with copies of the course outline and course objectives, evaluation criteria as requested and a tentative list of course instructors and their qualifications before the beginning of each clinical learning experience rotation;
- D. Maintain full responsibility and control for planning and execution of the Program, including curriculum, evaluation of students, administration, instructor appointments, and other matters which are normally reserved TARLETON functions, such as granting degrees and advising Students;
- E. Make representatives of TARLETON available to FACILITY for assistance and consultation as the need arises and when possible;
- F. Appoint in writing one or more representatives of TARLETON to communicate with the clinical learning experience representative during the course of planning for Student placement at FACILITY;
- G. Provide clinical learning experience instructors and/or preceptors in person or by mobile phone during times that Students are at FACILITY;
- H. Advise Students of their responsibilities regarding participation in the clinical learning experience, including the responsibility to exhibit professional conduct and to follow all rules and standards set by TARLETON and FACILITY;
- I. Ensure Students attend clinical learning experience orientation, if required by FACILITY;

- J. Provide FACILITY with written clinical learning experience objectives for each level of Student assigned to FACILITY; and
- K. Prepare clinical learning experience rotation schedules; ensure that FACILITY receives the Student schedule before their assignment.

#### V. FACILITY RESPONSIBILITIES

- A. Provide an on-site clinical learning experience which is pertinent and meaningful for Students;
- B. Designate and inform TARLETON of a liaison to schedule hours for Students participating in the clinical learning experience;
- C. Accept from TARLETON a number of Students appropriate to staff, space and operations of FACILITY;
- D. Allow authorized representatives of TARLETON to participate in the clinical learning experience planning;
- E. Make representatives of FACILITY available to TARLETON for assistance and consultation as the need arises and when possible;
- F. Encourage and allow Students to gain properly supervised clinical learning experience appropriate to each Student's level of knowledge and training;
- G. Based on the availability of facilities, allow Student access to departments appropriate to each Student's level of knowledge and training;
- H. Comply with applicable workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at FACILITY, FACILITY, upon notice of such incident from the student, will provide such emergency care as is provided to its employees, including, where applicable: examination and evaluation at FACILITY'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 Hepatitis B, Hepatitis C, and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that FACILITY does not have the resources to provide such emergency care, FACILITY will refer such student to the nearest emergency facility.
- I. Make necessary determinations to exclude Students from individual patient care. TARLETON and Students will adhere to this decision.
- J. Upon making necessary decision to deny a Student access to the FACILITY, send written notice to TARLETON. TARLETON and Students will adhere to this decision upon receipt of said notice.
- K. Provide adequate space for Student-faculty conferences.

- L. Provide training to Students regarding the confidentiality requirements of FACILITY.

## VI. TARLETON AND FACILITY MUTUAL RESPONSIBILITIES

TARLETON and FACILITY agree to:

- A. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the Parties will not discriminate, sexually harass, or retaliate against any faculty, student, or employee because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other basis protected by law. Should either Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. TARLETON takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and FACILITY takes responsibility for training its employees on its nondiscrimination policies and grievance procedures. Should either Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. TARLETON takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and FACILITY takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.
- B. Determination of the number of students to be assigned to the clinical learning experience shall be a joint decision based on staff and space available at FACILITY and eligible students enrolled in the Program who desire to be educated at FACILITY.
- C. This agreement does not prevent FACILITY from participation in any other program. Nor does this agreement prevent TARLETON from placing Students at other practicum placements.
- D. There will be on-going, open communication between TARLETON and FACILITY to promote understanding of the expectations and roles of both institutions in providing the clinical learning experience for Students. TARLETON and FACILITY representatives will meet as needed at the convenience of both parties to coordinate and improve the clinical learning experience.
- E. Either TARLETON or FACILITY may remove a Student participating in the clinical learning experience if, in the opinion of either party, the Student is not making satisfactory progress. Any Student who does not satisfactorily complete the clinical learning experience or any portion of thereof may repeat the clinical learning experience with FACILITY only with the written approval of both TARLETON and FACILITY.
- F. At no time shall TARLETON Students be considered representatives, employees or agents of TARLETON or FACILITY. TARLETON students are not eligible to receive payment for services

rendered, replace or substitute for a TARLETON or FACILITY employee, or possess authority to enter into any form of agreement, binding or otherwise, on behalf of TARLETON or FACILITY.

- G. TARLETON and FACILITY each acknowledge that neither party assumes liability for actions taken by Students during the time that they participate in the clinical learning experience with FACILITY.
- H. TARLETON and FACILITY agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the clinical learning experiences under this agreement.
- I. The Parties acknowledge and agree that this Agreement does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly), any Party to use FACILITY facilities, or the admission or referral of any patients to FACILITY or any other facility or service related to FACILITY.

## VII. INSURANCE

- A. FACILITY acknowledges that, because TARLETON is an agency of the state of Texas, liability for the tortious conduct of employees of TARLETON or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code Chapters 101 and 104); and that workers' compensation insurance coverage for employees of TARLETON is provided by The Texas A&M University System as mandated by the provisions of Chapter 502, Texas Labor Code. TARLETON shall have the right, at its option, to (a) obtain liability insurance protecting TARLETON and its employees and property insurance protecting TARLETON 's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by TARLETON as a result of its operations under the Agreement.

## VIII. INDEMINIFICATION AND HOLD HARMLESS

- A. To the extent permitted by the laws and Constitution of the State of Texas, TARLETON agrees to indemnify and hold harmless FACILITY, their trustees, officers, employees and agents from and against any and all claims, costs, actions, causes or action, losses or expenses resulting from or caused by the actions of TARLETON, or its employees (including Students and faculty members) pertaining to the activities and obligations under this Agreement.
- B. To the extent permitted by the laws and Constitution of the State of Texas, FACILITY agrees to indemnify and hold harmless TARLETON, its trustees, regents, officers, employees and agents from and against any and all claims, costs, actions, causes of action, losses or expenses resulting from or caused by the actions of FACILITY, its agents or employees pertaining to the activities and obligations under this Agreement.

## IX. FERPA

For purposes of the Family Educational Rights and Privacy Act (“FERPA”), TARLETON hereby designates FACILITY as a school official with a legitimate educational interest in any education records (as defined in FERPA) that FACILITY is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. FACILITY shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or TARLETON in writing. FACILITY is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. FACILITY shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on FACILITY in this Section, including without limitation, the prohibition on redisclosure. FACILITY shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.”

## X. HIPAA

TARLETON and FACILITY agree that:

- A. FACILITY is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR § 160 and 164 (“the HIPAA Privacy Regulation”);
- B. to the extent that Students are participating in the Program and TARLETON faculty are providing supervision at FACILITY as part of the Program, such Students and faculty members shall:
  - 1) be considered part of FACILITY workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of FACILITY;
  - 2) receive training by FACILITY on, and subject to compliance with, all of FACILITY privacy policies adopted pursuant to the Regulations; and
  - 3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to TARLETON which a student accessed through Program participation or a faculty member accessed through the provision of supervision at FACILITY that has not first been de-identified as provided in 45 CFR §164.514(a).
- C. TARLETON will not access or request to access any Protected Health Information held or collected by or on behalf of FACILITY, from a student or faculty member who is acting as a part of FACILITY workforce as set forth in subsection 2.b., above, 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 FACILITY by TARLETON 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.

## XI. DISPUTE RESOLUTION

- A. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by

TARLETON and FACILITY to attempt to resolve any claim for breach of contract made by FACILITY that cannot be resolved in the ordinary course of business. FACILITY shall submit written notice of a claim of breach of contract under this Chapter to the Vice President for Finance and Administration of TARLETON, who shall examine FACILITY's claim and any counterclaim and negotiate with FACILITY in an effort to resolve the claim.

## XII. MISCELLANEOUS PROVISIONS

- A. Execution and modification. This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by both Parties.
- B. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
- C. Severability: If any of the provisions of this Agreement in the application thereof to any person or circumstance is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- D. Not Eligible for Rehire: FACILITY is responsible for ensuring that its employees involved in any work being performed for TARLETON under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event TARLETON becomes aware that FACILITY has a NEFR Employee involved in any work being performed under this Agreement, TARLETON will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TARLETON.
- E. Force Majeure Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

- F. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to clinical learning experiences and supersedes all other written and oral agreements between the Parties with respect to the clinical learning experiences. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.
- G. Governing Law and Venue. This Agreement is to be construed in accordance with, and governed by, the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, venue for a suit filed against TARLETON is in the county in which the primary office of the chief executive officer of TARLETON is located. At the execution of this Agreement, such county is Erath County, Texas.
- H. Independent Contractor Status. This agreement will not be construed creating an employer/employee relationship between TARLETON and FACILITY or the clinical learning experience students.
- I. Headings. Headings appear solely for convenience of reference. Such headings are not part of this agreement and shall not be used to construe it.
- J. Provisions. If any provision or provisions of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- K. Non-Waiver: FACILITY expressly acknowledges that TARLETON is an agency of the State of Texas, and nothing in this Agreement will be construed as a waiver or relinquishment by TARLETON of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- L. Public Information Act: FACILITY acknowledges that TARLETON 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, as well as any other disclosure of information required by applicable Texas law. Upon TARLETON's written request, FACILITY will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TARLETON to TARLETON in a non-proprietary format acceptable to TARLETON that is accessible by the public. FACILITY acknowledges that TARLETON may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and FACILITY agrees that this Agreement can be terminated if FACILITY knowingly or intentionally fails to comply with a requirement of that subchapter.
- M. Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party

may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

- N. Notice. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

TARLETON STATE UNIVERSITY	TEXAS JUVENILE JUSTICE DEPARTMENT
 254-968-9610 Attn: Contracts contracts@tarleton.edu	116 Burleson Road Mart, Texas 76664 254-297-8200 Attn: Shandra Carter Shandra.Carter@tjjd.texas.gov

**Signatures on following page**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

**TARLETON STATE UNIVERSITY:**

DocuSigned by:  
[Redacted Signature]  
8F2C949EE853442...

Name: Kayla Peak  
Title: Dean - School of Kinesiology  
Date: 5/22/2024

**TEXAS JUVENILE JUSTICE DEPARTMENT:**

DocuSigned by:  
[Redacted Signature]  
2539B66B2B894EA...

Name: Shandra Carter  
Title: Executive Director  
Date: 5/22/2024

**TARLETON STATE UNIVERSITY:**

DocuSigned by:  
[Redacted Signature]  
51B28B6D0DB1422...

Name: Dr. Matt Laurent  
Title: Interim Dean  
Date: 6/11/2024

**TARLETON STATE UNIVERSITY:**

DocuSigned by:  
[Redacted Signature]  
86308071873742...

Name: Dr. Ramona Ann Parker.  
Title: Associate Vice President and Executive Dean  
Date: 6/12/2024