THE TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER

RURAL AND COMMUNITY HEALTH INSTITUTE

AGREEMENT FOR PROFESSIONAL SERVICES

Cecile Antolin Salgado

This Agreement for Professional Services (the "Agreement"), is entered into by and between The Texas A&M University Health Science Center (hereinafter "TAMHSC"), a member of The Texas A&M University System, an agency of the State of Texas, on behalf of the Rural and Community Health Institute (hereinafter "HSC-RCHI"), and Cecile Antolin Salgado (hereinafter "Individual"), an individual nurse contracting for assessment and remediation services. (TAMHSC and Individual are each a “Party” and collectively, the “Parties”).

WHEREAS, HSC-RCHI has developed a nursing assessment and remediation program known as KSTAR Nursing which stands for “Knowledge,” “Skills,” “Training,” “Assessment,” and “Research” (hereinafter “KSTAR Nursing”);

WHEREAS, KSTAR Nursing assesses knowledge and expertise and offers education and training to the Individual; and

WHEREAS, HSC-RCHI finds that the Individual meets the requirements to perform the work, all relevant factors considered, and that such performance will be in furtherance of the Parties’ needs.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the Parties hereto agree as follows:

1. SERVICES.

1.1 HSC-RCHI Responsibilities. HSC-RCHI shall conduct a formal assessment and implement a comprehensive individualized training/remediation of Individual contracting for KSTAR Nursing to include:

   (a) Providing training and interactive sessions on Cause Mapping to review process steps that contributed to the nursing practice breakdown that led Individual to KSTAR Nursing.

   (b) Providing the opportunity to assess patient scenarios using standardized patients in a simulated clinical setting. HSC-RCHI will conduct formal simulation reviews to evaluate Individual’s performance and rationales.

   (c) Providing access to proctored, computerized assessment of the Individual’s clinical, behavioral and situational skills.

   (d) Providing a six-hour Nursing Jurisprudence and Ethics class for the Individual.

   (e) Providing an individualized education plan following initial assessment.

   (f) Providing training on use of ATI nursing education computer modules and timeline completion expectations.

   (g) Providing a coach to monitor Individual’s progress with training/remediation and assist with questions and scheduling.

   (h) Checking references and obtaining feedback on past and present performance applicable to the assessment.

   (i) Providing a formal written evaluation of the Individual at the conclusion of the initial and final assessment.

1.2 Individual Responsibilities. The Individual shall:
(a) Complete all necessary paperwork including authorization to contact references that may have knowledge of the individual’s nursing practice and authorization to release reports to identified parties.

(b) Agree to fully participate in the aforementioned activities.

(c) Compensate HCS-RCHI as per this agreement.

(d) Be present at HSC-RCHI as scheduled.

(e) Allow KSTAR Nursing follow up of Individual at 6 and 18 months post assessment.

2. PAYMENT AND INVOICING TERMS.

Compensation totaling Two Thousand Seven Hundred and Fifty Dollars and no cents ($2750.00) for the Services provided will be paid by the Individual to HSC-RCHI. Compensation does not include travel and hotel (if preferred by the Individual) for the program. Additional charges may be incurred if additional testing, clinical preceptorship or ongoing monitoring is found to be necessary. Payment will be made by Individual prior to starting KSTAR Nursing Services with HSC-RCHI.

3. TERM.

This Agreement, upon acceptance by both Parties, shall be effective from April 30, 2018 through midnight on April 19, 2019.

4. CHANGES.

HSC-RCHI may, with the approval of the Individual, issue written directions within the general scope of any Services to be ordered. Such changes may be for additional work or the Individual may be directed to change the direction of the work covered by this Agreement, but no change will be allowed unless agreed to by the Individual in writing.

5. STANDARD OF CARE.

TAMHSC warrants that Services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed or software developed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY TAMHSC CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

6. TERMINATION.

This Agreement may be terminated by any the following occurrences:

A. By mutual agreement and consent in writing by both Parties.
B. By either Party upon thirty (30) days written notice to the other Party.
C. By either Party upon the failure of the other Party to fulfill its obligations as set forth in this Agreement.

7. 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.

8. ASSIGNMENT.
This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.

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 (to the extent a facsimile number or an email address is set forth below) or other commercially reasonably means and will be effective when actually received. Each Party can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

For HSC-RCHI:
Nancy Dickey, MD
Executive Director,
Texas A&M Rural and Community Health Institute
2700 Earl Rudder Fwy. S, Suite 3000
College Station, TX 77845
Phone: 979-436-0390
Fax: 979-436-0079
Email: dickey@tamhsce.edu

For Individual:
Cecile Salgado
14100 Avery Ranch Blvd. 1602
Austin, Texas 78717
Phone: 512-586-1274
Fax:
Email: cecilecorazonsalgado@yahoo.com

With copy to TAMHSC:

Texas A&M Health Science Center
Office of Finance and Administration
200 Technology Way, Suite 2079
College Station, Texas 77845
Phone: 979-436-9216
Fax: 979-436-0074
Email: Chavarria@tamhsce.edu

10. GOVERNING LAW AND VENUE.

The Parties agree that this Agreement shall be governed by the laws of the State of Texas, without reference to the conflicts of laws principles thereof. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMHSC shall be in the County in which the primary office of the chief executive officer of TAMHSC is located. At the execution of this Agreement such County is Brazos County, Texas.

11. 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 with the control of such Party and which by due diligence it is unable to prevent or overcome.

12. PUBLIC INFORMATION

Individual acknowledges that TAMHSC 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.

13. CONFIDENTIAL RECORDS AND INFORMATION.

In the carrying out of the terms of this Agreement, each Party may, from time to time, have access to confidential information and documents pertaining to KSTAR participation. The Parties shall not, without written consent, release or disclose to the public or any third party information or records regarding any participant information that is confidential in nature, except to the extent necessary to carry out the terms of this Agreement or in a medical emergency. The Parties shall take all reasonably necessary steps to ensure that confidential information and records are viewed only for the permissible uses stated herein. Said
information is considered confidential, and shall not be used by any Party, or any of its employee, agents or representatives, or anyone acting in concert with those individuals, for private purposes. All Parties acknowledge that the unauthorized release of confidential information or records may subject any and/or all Parties to criminal and civil penalties. Accordingly, each Party will educate its employees, agents and representatives regarding the permissible uses of information and records pertaining to participant information.

14. DISPUTE RESOLUTION.

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

15. INDEPENDENT CONTRACTOR.

The Parties hereby acknowledge that they are independent contractors, and neither of the Parties nor any of their respective agents, representatives, or employees shall be construed to be the agent, representative, or employee of the other Party. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint enterprise or similar relationship between the Parties. Individual shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits of its employees.

16. COMPLIANCE WITH FEDERAL LAW.

16.1. The Individual will comply with all applicable federal, state, and local laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by TAMHSC.

16.2. 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, TAMHSC and Individual will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service in their administration of policies, programs, or activities, admission policies, other programs and employment.

17. INDEMNIFICATION.

TAMHSC, to the extent authorized by the Constitution and laws of the State of Texas, and Individual each agree to indemnify and hold the other harmless from and against any and all losses, claims, demands, damages, liabilities and costs directly or indirectly arising from or related to such indemnifying Party’s negligence or willful misconduct or that of its officers, employees, affiliates, contractors and agents, except in all cases to the extent arising from the negligence or intentional misconduct of the indemnified Party or their respective officers, employees, affiliates, contractors or agents. Under no circumstances shall either Party be liable to the other Party for any special, indirect or consequential damages, including without limitation lost profits or cost of capital.

18. 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 extent permitted by applicable law.

19. NON-WAIVER.

Individual expressly acknowledges that TAMHSC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMHSC of its right to claim such exemptions, privileges and immunities as may be provided by law.
20. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or understanding, written or oral, between the Parties with regard to the subject matter covered by this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed to be effective as of the date and year set forth above by their authorized representatives.

THE TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER

CECILE SALGADO, RN