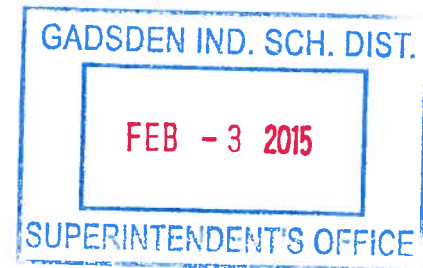




College of Health and Social Services

School of Nursing
MSC 3185
New Mexico State University
P.O. Box 30001
Las Cruces, NM 88003-8001
575-646-3812, fax: 575-646-2167



January 27, 2015

Gadsden Independent School District
Attn: Efren Yturralde
P.O. Drawer 70
Anthony, NM 88021

Re: School of Nursing Affiliation Agreement

Please find enclosed two originals of the above referenced agreement between Gadsden Independent School District and the College of Health and Social Services on behalf of its School of Nursing.

Upon obtaining the authorized signatures as required, please return both originals for our signature. A fully executed copy will then be mailed to you for your files.

Please do not hesitate to contact this office if you have any questions or concerns at (575) 646-2041.

Thank you!

Betty Adaime

**Affiliation Agreement
Between the
New Mexico State University, College of Health & Social Services
And
Gadsden Independent School District**

It is mutually agreed between the New Mexico State University, College of Health & Social Services on behalf of its School of Nursing, hereinafter known as the “Nursing Program” and Gadsden Independent School District, hereinafter known as the “Agency” that nursing students will participate in a clinical/practicum nursing experience with the Agency.

1. Nursing Program agrees to:

- A. Provide a faculty member who will act as a liaison and confer with students.
- B. Provide concurrent instruction in theory and techniques according to course descriptions as listed in the New Mexico State University catalog.
- C. Consult with Agency personnel in planning student experience.
- D. Carry adequate malpractice insurance for the protection of nursing students as provided by the New Mexico Risk Management Division, Department of Finance and Administration during the performance of duties in this program.
- E. Notify nursing students of the following responsibilities:
 - 1. Advising the nursing faculty and the agency in advance of any plans for changes in hours or days with regard to their scheduled clinical/practicum experience.
 - 2. That the Nursing Program may withdraw a student whose progress, achievement, or adjustment does not justify his/her continuance in the program as determined by the Nursing Program and Agency.
 - 3. School will notify the student(s) that they are encouraged to purchase personal medical/health insurance before being placed in their clinical rotation and if they choose not to carry such coverage, that it is the student’s personal responsibility to pay for any medical costs they may incur for any health risk that might result from their participation under this agreement.

2. Agency agrees to:

- A. Provide the opportunity for nursing students to observe and assist in health care as provided by agency personnel.

B. Consult the nursing faculty liaison regarding any problems associated with the students.

C. Retain primary responsibility for client care.

3. It is mutually agreed:

A. This agreement shall be for a term of three years commencing January 26, 2015, and shall thereafter be deemed renewed for like successive three-year terms, unless otherwise terminated as specified herein.


B. This agreement shall be reviewed every three years. Review will constitute a letter or memorandum from the Nursing Program of intent to continue the agreement that will be signed and dated by both parties. If after review both parties agree to extend the period of performance without changing any of the remaining terms and conditions, an authorized representative of the Nursing Program may endorse the review.

C. If either party wishes to withdraw or alter the Affiliation Agreement, it is agreed that notice of at least one semester (16 weeks) will be given and students enrolled in the program at the time of notice shall be given an opportunity to complete the program.

D. Both parties agree to comply with their respective applicable Health Insurance Portability and Accountability Act (HIPAA) requirements.

E. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act of failure to act of the respective party or of its officials, agents and employees pursuant to this Agreement. The liability of each party shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq., N.M.S.A. 1978, and of any amendments thereto.

NMSU School of Nursing

 1-27-15
Pamela Schultz, PhD, RN Date
Director /Associate Dean
Enriquez Professor

New Mexico State University

Gadsden Independent School District

Teresa Keller, PhD, RN Date
Interim Associate Dean for Academic Affairs
College of Health & Social Services

Efren Yturralde Date
Superintendent