

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER
AND
HIDALGO COUNTY
FOR AN ON-SITE EDUCATION PROGRAM**

THIS AGREEMENT ("Agreement") is entered into by and between The Texas A&M University System Health Science Center (TAMHSC), a member of The Texas A&M University System, an agency of the State of Texas, on behalf of the School of Rural Public Health (HSC-SRPH) and Hidalgo County, by and through its Health and Human Services Department ("Practicum Site").

WHEREAS, Practicum Site is willing to provide an on-site educational practicum experience program, i.e., practicum experience program supervision, for HSC-SRPH students;

NOW THEREFORE, the parties agree as follows:

1. CONTRACTING PARTIES

Performing Party: The Texas A&M University System Health Science Center
School of Rural Public Health

Address: John B. Connally Building
301 Tarrow, 6th Floor
College Station, TX 77840-7896
Phone Number: (979) 845-2387

Receiving Party: Hidalgo County

Address: 1304 South 25th
Edinburg, TX 78539
Phone Number: (956) 387-0018

2. RESPONSIBILITIES OF HSC-SRPH

- a) Recommend for placement at the PRACTICUM SITE only those HSC-SRPH students who have earned a satisfactory record and have met the minimum requirements established by HSC-SRPH.
- b) Extend to the authorized representative of the PRACTICUM SITE an open invitation to visit HSC-SRPH, consult with HSC-SRPH faculty and students, and receive information about the curriculum and faculty.
- c) Appoint a representative of the HSC-SRPH to communicate with the PRACTICUM SITE supervisor and HSC-SRPH student(s) during the practicum experience program and to assist in the supervision and evaluation of the HSC-SRPH student's practicum program educational experience.

- d) HSC-SRPH will assume full responsibility for academic aspects of the practicum experience program, such as monitoring whether the HSC-SRPH student fulfills reporting requirements to HSC-SRPH. The on-site supervision of the HSC-SRPH student(s) will be left to the PRACTICUM SITE personnel, and if determined by both parties to be necessary and appropriate, HSC-SRPH staff will participate.
- e) HSC-SRPH shall cause each HSC-SRPH student enrolled in the practicum experience program for on-site instruction to execute a Release in the form attached hereto as Exhibit "A" and made a part hereof for all purposes. PRACTICUM SITE must receive such executed Release prior to on-site instruction being scheduled.
- f) HSC-SRPH shall require that, as a condition of participation in the on-site practicum experience program, all HSC-SRPH students adhere to the PRACTICUM SITE rules of professional conduct and its policies, procedures and standards relative to dress, safety and confidentiality.

3. THE PRACTICUM SITE AGREES TO:

- a) Provide oversight of the practicum experience program by a staff member experienced in their field. The practicum experience program is to be described in a separate document attached hereto as Exhibit "B".
- b) Upon mutual agreement between TAMHSC and the PRACTICUM SITE, accept the number of HSC-SRPH students that the PRACTICUM SITE staff, space, and practicum experience program may permit.
- c) Review of the on-site practicum experience program education by HSC-SRPH; provided, however, PRACTICUM SITE shall be under no obligation to make any changes to its programs or procedures based upon such review.
- d) Provide quality practicum experience program instruction, education and/or training to the HSC-SRPH students(s) at the PRACTICUM SITE.
- e) Keep HSC-SRPH informed regarding the practicum program educational experience of each HSC-SRPH student, his/her level of performance, and to notify and consult with HSC-SRPH any time the HSC-SRPH student is not maintaining satisfactory progress.

4. HSC-SRPH AND THE PRACTICUM SITE JOINTLY AGREE:

- a) In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972; Sections 503 and 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, the parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, programs, or activities; its admissions policies; other programs; or employment.
- b) That the determination of the number of HSC-SRPH students to be assigned to the PRACTICUM SITE shall be a joint decision of the parties based on staff and space

available at the PRACTICUM SITE and eligible HSC-SRPH students who desire to engage in an educational practicum experience program at the PRACTICUM SITE.

- c) That this document does not limit the PRACTICUM SITE to accepting only HSC-SRPH students for on-site practicum experience program education.
- d) That there will be meetings of representatives of both HSC-SRPH and the PRACTICUM SITE as often as such meetings are needed to coordinate and improve the practicum program educational experience; and at the convenience of both parties.
- e) That there will be ongoing, open communication between HSC-SRPH and the PRACTICUM SITE to insure understanding of the expectations and roles of both institutions in providing on-site experience for HSC-SRPH students.
- f) HSC-SRPH or the PRACTICUM SITE, upon notification to the other, may remove a HSC-SRPH student from the PRACTICUM SITE, if, in the opinion of either party, the HSC-SRPH student is (i) not making satisfactory progress in the practicum program educational experience, or (ii) is not following the PRACTICUM SITE's rules of conduct or policies on appearance or safety during on-site hours. The PRACTICUM SITE may remove a HSC-SRPH student from PRACTICUM SITE for the reasons stated above upon notification to HSC-SRPH. Any student who does not satisfactorily complete the program or any portion thereof may repeat the practicum experience program only with written approval of both the PRACTICUM SITE and HSC-SRPH.
- g) No stipend will be provided to HSC-SRPH students. HSC-SRPH students will be responsible for personal transportation and other expenses, including meals. It is specifically agreed that neither TAMHSC nor PRACTICUM SITE shall be responsible for costs or expenditures incurred by the other party in the conduct of the program educational experience.
- h) TAMHSC and PRACTICUM SITE agree that the HSC-SRPH student is not an employee or agent of PRACTICUM SITE. TAMHSC and PRACTICUM SITE agree that the parties are not a joint employer of the HSC-SRPH student.
- i) As an agency of the State of Texas, TAMHSC may not agree to indemnify or hold any party harmless from any liability or expenses. Neither party to this Agreement shall be required to indemnify or hold the other harmless unless and until ordered to do so by a court of competent jurisdiction.

5. HSC-SRPH STUDENT SCHEDULES

Schedules for HSC-SRPH students including education, on-site participation and use of the PRACTICUM SITE's facilities will be agreed upon by the officially designated representative of the PRACTICUM SITE and the HSC-SRPH student.

6. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the second signatory hereto and shall remain in effect for a period of one (1) year. This Agreement may be renewed by letter for one-year terms for an aggregate period not to exceed five (5) years.

7. TERMINATION

Either party may terminate this Agreement at anytime upon sixty (60) days prior written notice provided, however, that all HSC-SRPH students enrolled in a course of study or rotation at PRACTICUM SITE at the time of notice of termination shall be given the opportunity to complete their practicum experience. Such students must complete their practicum experience within one (1) year of the date of termination of this Agreement.

8. NOTICES

Any notices required by this Agreement shall be delivered in writing to the following addresses:

**The Texas A&M University System
Health Science Center on behalf of
School of Rural Public Health**
Ms. Olga Gabriel
Director
School of Rural Public Health
McAllen Campus
2101 S. McColl Rd.
McAllen, TX 78503
Phone: (956) 668-6300

**Hidalgo County Health and
Human Services Department**
Name: Eddie Olivarez

1304 South 25th

Edinburg, TX 78539
Phone: (956) 387-0118

**With copy to:
The Texas A&M University System
Health Science Center**
Contract Administration
301 Tarrow Street, 6th Floor
College Station, Texas 77840
walton@tamhsc.edu

School of Rural Public Health
Dr. James Burdine
SRPH Administration Bldg. #1518
College Station, Texas 77843-1266
Phone: (979) 862-4244

9. GOVERNING LAW

The validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed by the Constitution and laws of the State of Texas.

10. EXECUTION AND MODIFICATION

This Agreement is binding when signed by both parties. Any modifications or amendment must be in writing and signed by both parties.

11. ASSIGNMENT

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

12. FORCE MAJEURE

Each party shall be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the matters contained herein, and supersedes all other written and oral agreements between the parties with respect to such matters. It is acknowledged that other agreements may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

14. INDEPENDENT CONTRACTOR STATUS

This Agreement will not be construed as creating an employer/employee relationship between TAMHSC and PRACTICUM SITE.

15. 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.

16. PUBLIC INFORMATION

PRACTICUM SITE 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.

17. NON-WAIVER

PRACTICUM SITE 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.

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

19. HIPAA

TAMHSC and PRACTICUM SITE agree that:

- a) PRACTICUM SITE 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 TAMHSC and/or HSC-SRPH is participating in this practicum experience program and PRACTICUM SITE is providing supervision as part of such practicum experience program, such participants shall:
 - i) be considered part of PRACTICUM SITE workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of PRACTICUM SITE;
 - ii) receive training by PRACTICUM SITE on, and subject to compliance with, all of PRACTICUM SITE privacy policies adopted pursuant to the HIPAA Privacy Regulation; and
 - iii) not disclose any Protected Health Information (PHI), as that term is defined by 45 CFR §160.103, to TAMHSC and/or HSC-SRPH which a HSC-SRPH student accessed through participation in this program or a faculty member accessed through the provision of supervision at PRACTICUM SITE that has not first been de-identified as provided in 45 CFR §164.514(a);
- c) TAMHSC and/or HSC-SRPH will not access or request to access any PHI held or collected by or on behalf of PRACTICUM SITE, from a HSC-SRPH student or faculty member who is acting as a part of PRACTICUM SITE workforce as set forth in subsection 16.2.1., 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 PRACTICUM SITE by TAMHSC 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

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement between The Texas A&M University System Health Science Center and Hidalgo County on the date indicated below their signatures:

The Texas A&M University System
Health Science Center

By: Roderick E. McCallum
Roderick E. McCallum, Ph.D.
Vice President for Academic Affairs

Date: 7/4/11

Hidalgo County

By: Ramon Garcia
Name: Ramon Garcia
Title: Hidalgo County Judge

Date: 5/23/11

APPROVED BY
COMMISSIONERS' COURT
ON: 5/17/11 gmb

Exhibit A
RELEASE AGREEMENT

1. I, the undersigned, in consideration of the opportunity to participate in an on-site educational practicum experience program conducted by Hidalgo County, by and through its Health and Human Services Department and in furtherance and fulfillment of academic requirements of The Texas A&M University System Health Science Center, on behalf of School of Rural Public Health, the sufficiency of which is hereby acknowledged, intend and do hereby forever release and discharge Hidalgo County, by and through its Health and Human Services Department, its agents, employees, officers, successors and assignees, and all other persons, firms, corporations and organizations onto whose property I may enter as part of on-site educational practicum experience program conducted by Hidalgo County, by and through its Health and Human Services Department, (hereinafter collectively referred to as "Releasees") of and from any and all claims, causes of actions and demands of every kind or nature, known or unknown, anticipated or unanticipated, suspected or unsuspected, which the undersigned could or might in the future have against any or all of the Releasees, and all losses, costs, damages or expenses whatsoever, resulting from or in any way pertaining to claims for personal injury or death caused by or resulting from the act, omission, mistake, fault, default or negligence, but not the intentional or malicious act, of the Releasees, while participating in on-site educational practicum experience program conducted by Hidalgo County, by and through its Health and Human Services Department and on premises leased or owned by the Releasees.

2. In further consideration of the aforesaid opportunity, I do hereby agree that I will forever refrain from and desist from, directly or indirectly instituting or asserting or indirectly causing the institution or assertion of any claim, demand, cause of action or suit of any kind or nature against Releasees for any losses, damages or expenses (known or unknown, existing or arising in the future) which in any way arises from or pertains to my participation in the above described practicum experience program on property owned or leased by the Releasees.

Signed this _____ day of _____, 20_____.

Student Signature

Print Name

Exhibit B
PRACTICUM DESCRIPTION

The purpose of the practicum experience is to provide HSC-SRPH students with an opportunity to apply the concepts, strategies, and tools acquired through the course of their study. Regardless of the exact nature of the experiential location, activities, preceptors, or specific student objectives, the overall objectives of the practicum experience for Master of Public Health and Master of Health Administration students within HSC-SRPH are as follows:

- Expand students' knowledge of basic public health and health services practices.
- Increase student self-confidence as a professional in the public health arena.
- Increase students' awareness of the complexity of public health problems and concerns.
- Provide opportunity for students to apply public health training they have learned in their courses.
- Increase students' appreciation of cultural differences in diverse populations served by public health and health services professionals, including but not limited to rural populations.
- Facilitate increased understanding of the relationships among public health organizations, other health service organizations, and other governmental entities.
- Develop opportunities for references, job opportunities, and professional contacts.
- Afford opportunities to provide valuable service(s) to the host site organization by participating in and/or completing projects or other work assignments.

It is not expected that every practicum experience will serve or accomplish all of these overall objectives. Indeed, it would be an unusual experience that would encompass all of them. However, it is expected that the practicum experience will include many, if not most, of these objectives.