

SCHOOL OF PUBLIC HEALTH APPLIED PRACTICE EXPERIENCE AFFILIATION AGREEMENT

This agreement (“AGREEMENT”) is by and between Texas A&M University Health Science Center (TAMHSC), a health-related institution under the administration of Texas A&M University (“TAMU”), a member of The Texas A&M University System (TAMUS) and an agency of the state of Texas, on behalf of its School of Public Health (hereinafter referred to as “SCHOOL”), with principal offices at 8441 Riverside Parkway, Bryan, Texas 77807 and Hidalgo County Health and Human Services Department (HOST AGENCY) (TAMHSC and HOST AGENCY, each a “party” or “Party” and collectively the “parties” or “Parties”).

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality applied practice experiences for undergraduate and graduate students in the SCHOOL. SCHOOL and HOST AGENCY are sometimes referred to individually as “party” or collectively as “parties.”

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL’s standards related to affiliation agreements with applied practice experience affiliates which require at a minimum:

- The HOST AGENCY will provide public health student access to appropriate resources for the applied practice experience.
- The SCHOOL is ultimately responsible for the public health education program, academic affairs, and assessment of public health students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for public health student teaching.
- The shared responsibility of the SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in this School of Public Health Applied Practice Experience Affiliation Agreement agree as follows:

A. Responsibilities of the SCHOOL

1. Recommend for placement in a applied practice experience at the HOST AGENCY only those students who have earned a satisfactory record and have met the minimum requirements established by the SCHOOL.
2. Provide HOST AGENCY with copies of current course outlines, course objectives, the curriculum philosophy, and a list of faculty and their qualifications when requested.
3. Appoint a representative of the SCHOOL to communicate with the HOST AGENCY supervisor and students during the applied practice experience and to assist in the supervision and evaluation of the student’s applied practice experience.
4. The SCHOOL will assume full responsibility for planning and execution of the education phase, including curriculum, administration, faculty appointments, and matters which normally are reserved as SCHOOL functions, such as granting degrees and advising students. However, recommendations and suggestions will be solicited from the HOST AGENCY in making significant revisions. The on-site supervision of the students will be left to HOST AGENCY personnel with participation by SCHOOL staff if determined by both parties to be necessary and appropriate.
5. The SCHOOL will require all participating students to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of immunization.

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6. The HOST AGENCY will notify the SCHOOL of any required criminal background checks and of its requirements of an acceptable criminal background check. If required by the HOST AGENCY, the SCHOOL will provide the student with information to have a background check completed, if the background check is not completed by the HOST AGENCY. The SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices.
7. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.
8. The SCHOOL ensures that all participating students will provide proof of health insurance, if required by the HOST AGENCY for the duration of the applied practice experience. Proof of health insurance will be provided to the HOST AGENCY on request.
9. The SCHOOL shall require that, as a condition of participation in the applied practice experience, all students adhere to the HOST AGENCY rules of professional conduct and its policies and standards relative to dress, safety, and confidentiality.
10. The SCHOOL shall cause each student engaged in a applied practice experience to execute a Release in the form attached hereto as Exhibit "A" and made a part hereof for all purposes. HOST AGENCY must receive such executed Release prior to applied practice experience beginning.
11. HOST AGENCY recognizes that the students, upon payment of a pre-set fee at time of enrollment, are provided an occurrence-based or claims made medical liability coverage. Coverage to be carried by each student in an amount no less than \$1,000,000.00 per incident with a maximum total coverage of \$3,000,000. Such policy shall provide for coverage during such times as the students are on the premises of HOST AGENCY. HOST AGENCY acknowledges that, because Texas A&M University is an agency of the state of Texas, liability for the tortious conduct of employees of SCHOOL 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 SCHOOL is provided by SCHOOL as mandated by the provisions of Chapter 502, Texas Labor Code. SCHOOL shall have the right, at its option, to (a) obtain liability insurance protecting SCHOOL and its employees and property insurance protecting SCHOOL'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 SCHOOL as a result of its operations under the AGREEMENT.

B. Responsibilities of the HOST AGENCY

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students with access to appropriate resources for the applied practice experience.
2. The HOST AGENCY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.
3. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.
 - a. Schedules for students including instruction, on-site participation and use of the HOST AGENCY facilities will be agreed upon by the officially designated representative of the HOST AGENCY and the student

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4. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws

and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided its employees. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The student will bear financial responsibility for any charges generated.

5. To the extent HOST AGENCY, generates or maintains educational records related to the Student, HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this AGREEMENT, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the students to the extent that access to the SCHOOL's records is required by HOST AGENCY to carry out its obligations under this AGREEMENT.
6. If the HOST AGENCY is a covered entity for the purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulations" students participating in the applied practice experience shall:
 1. be considered part of HOST AGENCY'S workforce for HIPAA compliance purposes in accordance with 42 CFR §164.103, but shall not be construed to be employees of HOST AGENCY'S;
 2. receive training by HOST AGENCY on, and subject to compliance with, all of HOST AGENCY'S privacy policies adopted pursuant to the HIPAA Privacy Regulations; and,
 3. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a student has access through applied practice participation at HOST AGENCY that has not first been de-identified in 42 CFR §164.514(a);
 - ii. TAMU will never access or request to access any Protected Health Information held or collected by or on behalf of HOST AGENCY that has not first been de identified as provided in 42 CFR §164.514(a); and,
 - iii. no services are being provided to HOST AGENCY by the SCHOOL pursuant to this AGREEMENT and therefore this AGREEMENT does not create a "business associate" relationship as that term is defined in 42 CFR §160.103.
7. HOST AGENCY shall provide appropriately qualified, quality supervision of the student(s) in the on-site education program.
8. HOST AGENCY shall support continuing education and professional growth and development of those staff who are responsible for student supervision.
9. HOST AGENCY shall provide written notification to SCHOOL promptly if a claim arises involving a student. Parties agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.
2. The parties will work together to maintain an environment for a high quality meaningful applied practice experience. At the request of either party, a meeting or conference will

experience.

3. The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.
4. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.
5. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action.
6. The SCHOOL may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.
7. SCHOOL AND HOST AGENCY agree that the determination of the number of students to be assigned to HOST AGENCY shall be a joint decision based on staff and space available at HOST AGENCY and eligible students enrolled in the curriculum who desire to intern at HOST AGENCY.
8. SCHOOL and HOST AGENCY agree that this AGREEMENT does not prohibit either party from entering into similar agreements with other entities.

D. Term and Termination

This AGREEMENT is effective upon signature by both parties to the covered applied practice experience(s) and shall continue for five (5) years.

This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already posted at HOST AGENCY will be permitted to complete any active applied practice experience at HOST AGENCY.

E. Execution and Modification

This AGREEMENT is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by an authorized representative of each party.

F. Assignment

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

G. Governmental Immunity

If the SCHOOL is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the SCHOOL of its governmental immunity or of its state governmental immunity; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SCHOOL of a debt, contract, or liability of the HOST AGENCY.

H. Public Information

HOST AGENCY acknowledges that SCHOOL 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

SCHOOL's written request, HOST AGENCY will promptly provide specified contracting information exchanged or created under any resultant AGREEMENT for or on behalf of SCHOOL. HOST AGENCY acknowledges that SCHOOL 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 HOST AGENCY agrees that this AGREEMENT can be terminated if HOST AGENCY knowingly or intentionally fails to comply with a requirement of that subchapter.

I. 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 the parties to attempt to resolve and claim for breach of contract made by HOST AGENCY against SCHOOL that cannot be resolved in the ordinary course of business. HOST AGENCY shall submit written notice of a claim of breach of contract under this Chapter to Texas A&M University Health Science Center, which shall examine such claim and any counterclaim and negotiate with HOST AGENCY in an effort to resolve the claim.

J. No Referral Obligation

The parties acknowledge and agree that the AGREEMENT does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly), any party to use HOST AGENCY facilities, or the admission or referral of any patients to HOST AGENCY or any other facility or service related to HOST AGENCY.

K. 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).

L. Governing Law

The validity of the 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 and determined by the Constitution and the laws of the State of Texas.

M. Venue

Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against SCHOOL is to be in the county in which the principal office of SCHOOL's governing officer is located.

N. 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.

O. Not Eligible for Rehire.

In the event SCHOOL becomes aware that HOST AGENCY has an employee involved in the activities

being performed under this AGREEMENT that has 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"), SCHOOL will have the sole right to demand removal of such NEFR Employee from the activities being performed under this AGREEMENT. Non-conformance to this requirement may be grounds for termination of this AGREEMENT by SCHOOL.

P. Student Schedules

Schedules for students including instruction and use of each parties' facilities will be agreed upon by the officially designated representative of the party and the student. The schedule should allow the student to acquire the required number of applied practice experience hours based on the requirements of their degree plan. Students will appear in appropriate attire acceptable to the party for instruction of all kinds. Permission may be included to attend seminars, conferences and to participate in other pertinent Party activities.

Q. Employment Disclaimer

The students participating in the on-site educational program pursuant to this AGREEMENT will not be considered employees or agents of the parties for any purposes. Students will not be entitled to receive any compensation from either party or any benefits of employment from the parties, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.

R. Notices

Any notice required or permitted under this Agreement must be in writing, and shall 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. SCHOOL and HOST AGENCY can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

SCHOOL:

Texas A&M Health Science Center
School of Public Health

Attn: Director, Public Health Practice

MS 1266

College Station, Texas 77843-1266

Telephone: 979-436-9363

Email: hrclark@tamu.edu

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With a copy to:

Texas A&M University

Department of Contract Administration

1182 TAMU

College Station, TX 77843-1182

Attention: Director, Contract Administration

Telephone: 979-845-0099

Email: contracts@tamu.edu

S. Headlines

Headlines in this AGREEMENT are for convenience only.

T. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by additional written provisions.

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This AGREEMENT is effective on . The individuals executing this AGREEMENT are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the AGREEMENT and further agree to comply with its terms except as noted above.

SCHOOL: THE SCHOOL OF PUBLIC HEALTH

By: Shawn G. Gibbs, PhD, MBA, CIH Signature:

Title: Dean, School of Public Health

Date:

Texas A&M Health Science Center
Address: 1266
School of Public Health College Station, Texas
Attn: Associate Dean for 77843-1266
Public Health Practice MS

With copy to TAMHSC:

Texas A&M Health Science Center
Vice President for Finance & Administration and
CFO 8441 Riverside Parkway
Clinical Building 1, Ste 3100
Bryan, TX 77807

HOST

AGENCY:

By:

Signature:

Title: Date: Address:

Exhibit A
RELEASE AGREEMENT

1. I, the undersigned, in consideration of the opportunity to participate in applied practice experience hosted by HOST AGENCY, and in furtherance and fulfillment of academic requirements of The Texas A&M University Health Science Center, School of Public Health, the sufficiency of which is hereby acknowledged, intend and do hereby forever release and discharge the HOST AGENCY, its agents, employees, officers, successors and assignees, and all other persons, firms, corporations and organizations onto whose property I may enter as part of a applied practice experience conducted by HOST AGENCY, (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 program conducted by Intern Site 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 class on property owned or leased by the Releasees.

Signed this _____ day of _____, 20__ .

Student