



INTERNSHIP AFFILIATE AGREEMENT  
PUBLIC HEALTH

This Agreement is made by and between East Tennessee State University, hereinafter referred to as "Institution" and Hidalgo County Health & Human Services, hereinafter referred to as "Affiliate".

Whereas, it is to the mutual benefit of the parties to provide internship experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

- I. Purpose - the purpose of this Agreement shall be to provide internship experience to students enrolled at Institution.
  - A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
  - B. The internship experience shall be provided at the Affiliate's Facility located at 1304 South 25th Avenue, Edinburg, Texas 78542, hereinafter referred to as "Facility".
  - C. The specific experience to be provided students is described as follows: Experience will be determined between student and preceptor.
  - D. The overall objective of field training is to provide a planned and supervised learning experience through first-hand observation and operational responsibilities in a health service organization or other health-related Affiliate. While specific activities may vary from one field placement to another, different settings offer different learning opportunities, the objectives for all student internship placements are as follows, but not limited to:
    1. Learning experiences which are not normally available in the classroom, but which are essential for sound training in public health;
    2. Ability to test the validity and applicability of classroom learning to practice, and thus to develop their own professional points of view;
    3. Develop and refine operational skills, to gain relevant experience and to enhance professional self-confidence as public health practitioners/administrators;
    4. Make a service contribution during the course of their internship which will not only be useful to the Affiliate, but also will sharpen their administrative and/ or analytic skills; and
    5. Develop an agenda for subsequent learning.
- II. Terms and Conditions - pursuant to the above-stated purpose, the parties agree as follows:
  - A. Term - the term of this Agreement shall be (from one to five years) commencing Wednesday, April 02, 2025 and ending Tuesday, April 30, 2030. Either party may terminate this Agreement upon giving sixty (60)

days written notice to the other party. Such termination shall have no effect on students receiving internship experience during the current academic term.

- B. Placement of Students – As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.
- C. Discipline - While enrolled in internship experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate. Students shall be dismissed from participation in the Institution’s program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Affiliate may immediately remove from the Facility any student who poses an immediate threat or danger.
- D. Responsibilities of Affiliate – The following duties shall be the specific responsibility of the Affiliate:
  - 1. Affiliate shall provide orientation to the Facility for students beginning internship experience.
  - 2. Affiliate shall be responsible for scheduling training activities for students.
  - 3. Affiliate shall be responsible for supervising students at all time while present at the Facility for internship experience.
  - 4. Affiliate shall evaluate the performance of individual students as appropriate.
  - 5. Affiliate shall retain complete responsibility for patient care providing adequate supervision of students at all times.
  - 6. Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
  - 7. Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Students will comply with all applicable facility regulations to protect parties, co-workers, and themselves against infections or environmental hazards or other occupational injuries. Should a student be exposed to such hazards or injury in the facility, Affiliate will comply with OSHA and other regulations to ensure proper diagnosis and treatment of such exposure. Emergency treatment will be provided at the expense of the student. Institution’s Office of Student Affairs will assist students in arranging for appropriate medical follow-up. However, the student will ultimately be responsible for completing appropriate medical follow-up visits, necessary testing, and for the expenses associated with these. The student’s responsibilities in these circumstances are further addressed in the college’s student handbook. Such treatment shall be at the expense of the individual treated.
  - 8. Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by Institution. Affiliate shall also permit authorities responsible for accreditation of Institution’s curriculum to inspect Affiliate’s internship facilities and services as necessary.
  - 9. Public Health students will not be working with patients during the term of this agreement, therefore, medical professional or

hospital liability insurance is not required.

E. Responsibilities of the Institution - The following duties shall be the specific responsibility of the Institution:

1. Institution shall be responsible for the selection of students to be placed at the Facility.
2. Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate and upon written consent of the student and/or faculty member, if such consent is required by law.
3. The Institution shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for internship experience.
4. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance, medical, or professional liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 et seq.

F. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:
  - a. To the extent required by federal law, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.
  - b. Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not

discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

- c. The Family Educational Rights and Privacy Act (FERPA). The Affiliate shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law.
2. Background Checks: If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90 day period immediately prior to the student's initial internship placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.
    - a. It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty/staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the internship program at the Affiliate.
    - b. Recognizing that students enrolled at Institution will potentially participate in multiple internship placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial internship placement if the student maintains continuous enrollment in the health care program and if the results of the background check are archived by the background check agency.
    - c. Institution shall inform students or faculty/staff members excluded from internship placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.
  3. Students shall be treated as trainees who have no expectation of future employment from the Affiliate or the Institution. Students shall have no expectation of receiving compensation from the Affiliate unless otherwise agreed upon in writing.
  4. The confidentiality of patient records and student records shall be maintained at all times.

G. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
4. The Affiliate represents that it will not knowingly utilize the services of illegal immigrants in the performance of this Agreement and will not knowingly utilize the services of any subcontractor, if permitted under this Agreement, who will utilize the services of illegal immigrants in the performance of this Agreement.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

HIDALGO COUNTY HEALTH & EAST TENNESSEE STATE  
HUMAN SERVICES UNIVERSITY