PURPOSE OF SIGNATURE

To approve, sign, or execute contracts (including modifications, extensions, and renewal), that in any way obligates Texas A&M University (TAMU) to the performance of any act, represents the exercise of the administration’s fiduciary responsibility. The approval process is designed to provide reasonable assurance that all such contracts have been reviewed for economic options, risk, compliance, contractual form, and legal sufficiency. Documentation of such a review requires hierarchical signatory procedure. In the event a written delegation of authority exists, the person signing should indicate the position holder for whom they are authorized to sign by signing on the appropriate line and indicating ”for” next to the title.

**Contractor Originator:**
Approval indicates agreement with the business terms of the contract, its conditions, and the intent to carry out the contract as they apply to TAMU.

**Department Head:**
Approval indicates that the contract content meets the department’s goals and objectives and the business terms are acceptable and will be enforced/monitored.

**College Dean or Unit Director:**
Approval indicates the contract content meets the college or unit goals and objectives; all business terms are acceptable and will be enforced/monitored; any funds required are available in the college or unit budget.

**Procurement Services:**
Approval indicates compliance with all applicable purchasing requirements and review of prior approvals.

**General Counsel:**
Approval indicates agreement with contractual form and legal sufficiency of terms therein.

**University Contracts Officer:**
Approval indicates appropriate documentations exist to provide reasonable assurance that terms of the contract have had prior review for business risk, compliance with purchasing and fiscal requirements, approval by appropriate administrators, and contractual form and legal sufficiency.

**Division Vice President:**
Approval indicates acceptance of all terms of the contract and review of prior approvals and recommends signature by the appropriate TAMU contracting authority.

**Vice President for Finance and Administration:**
Approval indicates acceptance of all terms of the contract and review of prior approvals and recommends signature by the appropriate TAMU contracting authority.

**President:**
Approval constitutes execution of the contract on behalf of the University and legally binds the University to the terms and conditions as set forth therein.

**Recommended approval by this signatory on the Contract/Agreement Approval Transmittal Form is an acknowledgement of the business terms associated with their area of responsibility. Their recommended approval of a contract is not an indication of acceptance of any legal terms and conditions that may be modified upon further review by Contract Administration or the Office of General Counsel.**

This page is for informational purposes only. You are not required to return this page with the Transmittal Form.
SCHOOL OF PUBLIC HEALTH PRACTICUM EXPERIENCE AFFILIATION AGREEMENT

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 practicum experiences for students in the Texas A&M University Health Science Center, School of Public Health (the "SCHOOL") including students in degree programs of BSHP, MPH, MHA, DrPH and PhD.

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

- El Paso Children's Hospital (the "HOST AGENCY") will provide public health student access to appropriate resources for the practicum 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 Practicum Experience Affiliation Agreement agree as follows:

A. Responsibilities of the SCHOOL

1. Recommend students for placement in a practicum experience at the request of HOST AGENCY. The SCHOOL shall recommend only those students who have earned a satisfactory record and have met the minimum requirements established by the SCHOOL. The HOST AGENCY has the sole authority to accept or reject any student recommended by the SCHOOL. The HOST AGENCY shall have the right to determine (i) when a practicum experience will be offered at the HOST AGENCY and (ii) the duration of any practicum experience offered at the HOST AGENCY.

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 practicum experience and to assist in the supervision and evaluation of the student's practicum 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.

6. The HOST AGENCY will notify the SCHOOL of any required criminal background checks and of its requirements of an acceptable criminal background check. The SCHOOL will provide the student with information to have a background check completed and directions for the results to be delivered to the HOST AGENCY, if the background check is not completed by the HOST AGENCY. Costs associated with a background check will be paid by the student, if not 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, and that the cost of any such test will be paid by the student, if not the HOST AGENCY.

7. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

8. The SCHOOL will require all participating students to maintain and provide proof of health insurance to the school. Proof of health insurance may be requested by the HOST AGENCY prior to the beginning of the practicum experience.

9. The SCHOOL shall require that, as a condition of participation in the practicum 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 practicum 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 practicum experience beginning.

11. The SCHOOL agrees to provide and maintain professional liability insurance in the amounts of $1,000,000 per occurrence and $3,000,000 in aggregate. The liability of The Texas A&M University System for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are $250,000 for each person, $500,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits. The Texas A&M University System is self-insured for Workers’ Compensation Insurance provided by Chapter 502 of the Texas Labor Code. Benefits are provided in accordance with the provisions of that law.

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 practicum 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

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. The HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA) for any education records received or created regarding Student, and shall limit access to only those employees or agents with a need to know.

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 practicum 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 practicum 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.

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 practicum experience. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the practicum 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 _._ and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit _._.

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.

D. Term and Termination

This AGREEMENT is effective upon signature by both parties to the covered practicum experience(s) and shall continue for 5 year(s).
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 practicum 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 this Agreement.

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 is required to perform any term, condition, or covenant of the 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.

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

The Agreement is performable in El Paso County, Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against SCHOOL shall be in the county in which the primary office of the chief executive officer of SCHOOL is located. At the execution of the Agreement, such county is Brazos County, Texas.

N. Use of Name

Each party agrees not to use the name, service mark or logo of the other party without the other party’s prior written consent. The parties will mutually agree in advance upon any public announcements, advertising, marketing, or communications to the media regarding the Agreement or the relationship created by (or the services to be provided pursuant to) the Agreement.

O. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in the Implementation Letter.

P. Headlines

Headlines in this AGREEMENT are for convenience only.

Q. 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.
This AGREEMENT is effective on \[12/19\]. 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: Jay Maddock, PhD

Signature:

Title: Dean, School of Public Health

Date: __________

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

With copy to TAMHSC:

Texas A&M Health Science Center
Vice President for Finance & Administration
200 Technology Way, Suite 2079
College Station, TX 77845-3424

HOST AGENCY:

Signature:

Date: __________

Address:

El Paso Children's Hospital
4845 Alameda Ave.
El Paso, TX 79905

SPH Practicum Experience Affiliation Agreement
10/2015
Exhibit A

RELEASE AGREEMENT

1. I, the undersigned, in consideration of the opportunity to participate in practicum experience hosted by El Paso Children's Hospital (the "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 practicum 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