



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 08/05/25

Item Title: Texas A&M University Department of
Clinical Health Services MOU with
Brownsville ISD X Action
Information
Discussion

BACKGROUND:

In an effort to address the on-going shortage of Master's Level Speech Language Pathologists, renewal of clinical affiliation agreement is proposed with Texas A&M University Kingsville to provide opportunities for graduate students enrolled in the Texas A&M University Kingsville Department of Clinical Health Sciences, Program in Communication Sciences and Disorders, to complete training with BISD as part of the practicum experience required for successful completion of their Master of Science Degree in Speech Language Pathology.

This program, fully accredited by the American Speech Language Hearing Association (ASHA), utilizes a combination of videoconferencing and web-based instruction as well as clinical experiences on school campuses, in hospitals, nursing homes, clinics, rehabilitation centers, and special summer camps.

FISCAL IMPLICATIONS:

At no cost to the district.

RECOMMENDATION:

Recommend approval to enter into an MOU with Texas A&M University Kingsville Department of Clinical Health Sciences and Brownsville ISD to provide an opportunity for master's degree program students to obtain in-field and out-of-field clinical experience. Will be effective August 01, 2025 through August 01, 2026 and shall be automatically renewed for five additional terms of one-year through August 01, 2031, unless terminated by either party. In previous years, the district has had sponsorship agreements between BISD and Texas A&M University Kingsville. At no cost to the district.

Adriana Q. Lippa 
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas 
Reviewed by: Staff Attorney

Beatriz Hernandez 
Approved by: Chief Officer


Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

TEXAS A&M
UNIVERSITY
KINGSVILLE

PROGRAM IN COMMUNICATION SCIENCES AND DISORDERS
DEPARTMENT OF CLINICAL HEALTH SCIENCES
MSC 177A • 700 University BLVD• KINGSVILLE, TX 78363
Phone (361) 593•3493 -Fax (361) 593•3404

AGREEMENT FOR CLINICAL PRACTICUM EXTERNAL SITES
TEXAS A&M UNIVERSITY -KINGSVILLE
COMMUNICATION DISORDERS CLINIC

The following shall constitute an agreement freely entered into between Texas A&M University-Kingsville, Communication Disorders Clinic ("UNIVERSITY") and Brownsville Independent School District ("AGENCY") Brownsville, Texas

RECITALS

UNIVERSITY is an institution of higher learning which presently offers a CSDO degree, and AGENCY is an institution, which through its affiliates, maintains appropriate state licensure and offers health services at the locations identified in the attached Exhibit A.

UNIVERSITY and AGENCY desire to assist and cooperate with each other in providing instruction and clinical experience (the "Clinical Professional Education Program") to students of speech-language therapy, who are enrolled in a course of study leading to the awarding of a related degree (hereinafter called the "Degree Program") from UNIVERSITY.

1. Accreditation

1.1 It is agreed that the Degree Program is the responsibility of the UNIVERSITY, and that UNIVERSITY is in authority of the administration of same. UNIVERSITY personnel are qualified to provide supervision of clinical professional education periods and recognize the responsibility to plan and work collaboratively and cooperatively with AGENCY in providing student learning and patient care as part of the Clinical Professional Education Program. It is agreed that the facility operated by AGENCY is the responsibility of the AGENCY, and that AGENCY is in authority of the administration of the same.

1.2 Upon failure of either party of this agreement to obtain or maintain its certification or accreditation, the party hereto which has certification or accreditation, at its election, may terminate this agreement by giving at least thirty (30) days prior written notice thereof to the party that does not have its said certification or accreditation and thereupon, this agreement shall terminate without further liability hereunder by either party to the other.

2. Term of the Agreement

The initial term of this Agreement shall be for a period of one (1) year commencing August 1, 2025 and shall automatically renew for five additional terms of one (1) year unless terminated as

provided herein. This agreement may be terminated by either party upon thirty (30) days prior written notice to the other.

3. Nature of Externship

3.1 In connection with the Clinical Professional Education Program, UNIVERSITY will:

- (a) furnish AGENCY with the names of the students assigned by UNIVERSITY to participate in the Clinical Professional Education Program (hereinafter called "Program Participants") and furnish any other information reasonably requested by AGENCY related to the Clinical Professional Education Program;
- (b) assign only those students who have satisfactorily completed those portions of the Degree Program that are prerequisite to participation in the Clinical Professional Education Program;
- (c) designate a member of the UNIVERSITY faculty (the "University Representative") to coordinate the education experience of Program Participants. UNIVERSITY shall give AGENCY written notice of the name of the University Representative; and
- (d) perform criminal background checks on all Program Participants prior to assignment to the Clinical Professional Education Program.
- (e) assign only those Students who have been properly immunized in accordance with current immunization guidelines.
- (f) UNIVERSITY agrees to supply the facility with all appropriate forms and semester schedules. Program Participants must complete between 25 hours of observation and clinical experience in the university setting before being considered for an externship. Each facility is encouraged to submit criteria in writing of the eligibility requirements for clinical practicum at their facility. UNIVERSITY agrees to comply with all written criteria in placing students.

3.2 AGENCY agrees to comply with ASHA Supervision Guidelines for each student assigned to their facility. The guidelines are as follows:

- (a) The nature and amount of clinical supervision are commensurate with the clinical knowledge and skills of each Program Participant.
 - At least 25% of each evaluation session, including screening and identification, is directly observed by a supervisor who holds the CCC in the appropriate area.
 - At least 25% of each Program Participant's total treatment time with each client is observed by the supervisor.

- (b) The Clinical Professional Education Program procedures ensure that the welfare of each client served by Program Participants is protected and that the Clinical Professional Education Program is in accord with ASHA's Code of Ethics.
- (c) Clinical education obtained in external placements is governed by agreements between the UNIVERSITY and the AGENCY and is monitored by UNIVERSITY staff.
- (d) The Clinical Professional Education Program provides Program Participants with learning experiences that orient them to providing services in an effective, ethical, legal and safe manner.
- (e) The Clinical Professional Education Program includes a variety of clinical settings, client populations, and age groups.
- (f) The AGENCY supervisor agrees to require written therapy plans, diagnostic reports and progress notes as often as required for the setting. Additionally, the AGENCY supervisor agrees to sign off on student contact hours. The student will submit contact hours for approval on a schedule arranged with the supervisor and the supervisor will track percentage of time supervising client contact.
- (g) The AGENCY supervisor agrees to discuss any problems or difficulties directly with the Program Participant and to contact the University Representative immediately.

4. Insurance

- a) *Personal Injury and Worker's Compensation Insurance:* Each AGENCY and UNIVERSITY shall carry minimum liability insurance coverage for personal injury and Worker's Compensation Insurance (if applicable) for their respective professional employees.
- b) *Malpractice Insurance:* UNIVERSITY shall verify that each Program Participant carries personal malpractice insurance to cover any negligent acts committed. The UNIVERSITY agrees to maintain a professional liability insurance policy for students and faculty with limits of \$1,000,000 for each individual occurrence and with total liability for all damages to which this insurance applies shall not exceed \$5,000,000.

5. Confidentiality

All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the AGENCY or the Clinical Professional Education Program shall remain strictly confidential and shall not be disclosed without written consent of the AGENCY.

UNIVERSITY and all Program Participants shall keep all personal health information regarding any patient strictly confidential and shall at all times comply with all applicable federal and state laws regarding the confidentiality of personal health information regarding any patient. Further, UNIVERSITY and all Program Participants agree to keep strictly confidential and hold in trust all confidential information of AGENCY and not disclose or reveal any confidential information to any third party without the express prior written consent of AGENCY. UNIVERSITY shall not

disclose the terms of this agreement to any person who is not a party to this agreement, except as required by law or as authorized by AGENCY. Unauthorized disclosure of confidential information or of the terms of this agreement shall be a material breach of this agreement and shall provide AGENCY with the option of pursuing remedies for breach, or, notwithstanding any other provision of this agreement, immediately terminating this agreement upon written notice to UNIVERSITY. The provisions of this Article shall survive expiration or other termination of this agreement regardless of the cause of such termination.

6. Reservation of Rights

6.1 AGENCY may immediately remove from the premises any Program Participant (a) who poses an immediate threat or danger to personnel or to the quality of medical services, (b) who is listed or has been listed by a federal agency as suspended, excluded, barred or sanctioned by any federal or state agency, (c) who has been convicted of any offense related to health care, or (d) who engages in unprofessional behavior.

6.2 AGENCY may request UNIVERSITY to withdraw or dismiss a student or other Program Participant from the Clinical Professional Practice Program at AGENCY when his or her clinical performance is unsatisfactory to AGENCY or his or her behavior, in AGENCY'S discretion, is disruptive or detrimental to AGENCY or its patients. In such event, said Program Participant's participation in the Professional Clinical Practice Program shall immediately cease.

7. Indemnification

To the extent authorized by the laws and Constitution of the State of Texas, the UNIVERSITY holds AGENCY harmless against any and all claims, demands, damages, liabilities, and costs incurred by AGENCY which directly or indirectly result from or arise in connection with any act or omission of the UNIVERSITY, its officers, agents, or employees, in performing the UNIVERSITY'S obligations hereunder. To the extent authorized by the law and constitution of the State of Texas, AGENCY indemnifies and holds the UNIVERSITY, its officers, agents, and employees harmless against all claims, demands, damages, liabilities, and costs incurred by the UNIVERSITY which directly or indirectly result from or arise in connection with any act or omission of AGENCY, its officers, agents, or employees, in performing AGENCY'S obligations hereunder.

8. Assignment

This agreement may not be assigned by either party without prior written approval of the other party; provided, however, that AGENCY may assign this agreement to an affiliate of AGENCY without the consent of UNIVERSITY so long as such assignee is in full compliance with the terms of this agreement.

9. No Oral Representations

No oral representations of any officer, agent, or employee of AGENCY or UNIVERSITY shall affect or modify any obligations of either party under this agreement.

10. Applicable Law

The validity, interpretation, performance, and enforcement of this agreement shall be governed by the laws of the State of Texas. Any judicial or dispute resolution proceedings between the

parties based on, arising out of, or related to this agreement shall be conducted in Cameron County, Texas, and it is further agreed that all such parties stipulate and consent to the exercise of personal jurisdiction over them in any proceedings based on, arising out of, or related to this agreement by state and federal courts located in Cameron County, Texas, and that venue of all such proceedings will properly and exclusively lie in such courts.

Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this agreement.

11. HIPAA

University agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC §1320 d-8 ("HIPAA") and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). University agrees that at all times Program Participants are subject to the supervision of Agency's administration and are considered part of Agency's workforce only for the purpose of access to and disclosure of any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the "Protected Health Information"). University shall inform Program Participants that they must comply with all rules applicable to Program Participants while at Agency and that failure to comply shall constitute a cause for terminating such Program Participants assignment to Agency.

12. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither University nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Agency. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.

13. Non-discrimination

University and Agency affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. University and Agency agree not to harass, discriminate against, or retaliate against any Program Participant of the other because of his or her race, color, national origin, age, sex, religion, disability, or other category protected by applicable law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation.

Agency Representative/Title

Date

Maura L.
Krestar

Digitally signed by Maura
L. Krestar
Date: 2025.06.26
13:12:36 -05'00'

Program Director / Designee
CSDO Program-Texas A&M University-Kingsville

Date

Dolores
Guerrero

Digitally signed by
Dolores Guerrero
Date: 2025.06.27
15:14:19 -05'00'

Dean
College of Arts & Sciences-Texas A&M University-Kingsville

Date



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 10/04/22
Contracts/MOU

| | | | |
|-------------|---|---|-------------|
| Item Title: | Texas A&M University Department of Clinical Health Sciences MOU and Brownsville ISD | X | Action |
| | Communication Sciences and Disorders | | Information |
| | Master's Degree Program | | Discussion |

BACKGROUND: In an effort to address the on-going shortage of Master's Level Speech Language Pathologists, a clinical affiliation agreement is proposed with Texas A&M University Kingsville to provide opportunities for graduate students enrolled in the Texas A&M University Kingsville Department of Clinical Health Sciences, Program in Communication Sciences and Disorders, to complete training with BISD as part of the practicum experience required for successful completion of their Master of Science Degree in Speech-Language Pathology.

This program, fully accredited by the American Speech Language Hearing Association (ASHA), utilizes a combination of videoconferencing and web-based instruction as well as clinical experiences on school campuses, in hospitals, nursing homes, clinics, rehabilitation centers, and special summer camps.

FISCAL IMPLICATIONS: At no cost to the district.

RECOMMENDATION: Recommend approval to enter into an MOU with Texas A&M University Kingsville Department of Clinical Health Sciences and Brownsville ISD to provide an opportunity for master's degree program students to obtain in-field and out-of-field clinical experience. Will be effective October 04, 2022 through August 15, 2023 and may be renewed through August 15, 2025. In previous years, the district has had sponsorship agreements between BISD and Texas A&M University Kingsville. At no cost to the district.

Approved for Submission to Board of Education:

Adriana O. Lippa 
Submitted by: Director

Miguel Salinas 
Reviewed by: Staff Attorney

Dr. Anyisia R. Treviño 
Approved by: Deputy Superintendent


Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Isela Vieyra

From: Priscilla Lozano <plozano@808west.com>
Sent: Sunday, September 18, 2022 5:05 PM
To: Isela Vieyra
Cc: Lea Ohrstrom; Miguel Salinas; Minerva Almanza; Patricia Perez
Subject: RE: Affiliation Agreement with Texas A&M University Kingsville

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

The above referenced agreement is approved as to form.

Sincerely,

Priscilla

From: Isela Vieyra <jivieyra@bisd.us>
Sent: Wednesday, September 14, 2022 11:14 AM
To: Priscilla Lozano <plozano@808west.com>
Cc: Lea Ohrstrom <lohrstrom@808west.com>; Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>
Subject: RE: Affiliation Agreement with Texas A&M University Kingsville

Good morning Ms. Lozano,

Attached you will find the revised MOU/Contract for your review and approval.

Thank you and have a great day.

Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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Isela Vieyra

From: Isela Vieyra
Sent: Wednesday, September 14, 2022 11:14 AM
To: 'Priscilla Lozano'
Cc: Lea Ohrstrom; Miguel Salinas; Minerva Almanza; Patricia Perez
Subject: RE: Affiliation Agreement with Texas A&M University Kingsville
Attachments: Texas A&M University Department of Clinic Health Services MOU.pdf

Good morning Ms. Lozano,

Attached you will find the revised MOU/Contract for your review and approval.

Thank you and have a great day.

Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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The Brownsville Independent School District does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.

From: Priscilla Lozano <plozano@808west.com>
Sent: Wednesday, June 29, 2022 3:25 PM
To: Isela Vieyra <jivieyra@bisd.us>
Cc: Lea Ohrstrom <lohrstrom@808west.com>; Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>
Subject: RE: Affiliation Agreement with Texas A&M University Kingsville

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,



PROGRAM IN COMMUNICATION SCIENCES AND DISORDERS
DEPARTMENT OF CLINICAL HEALTH SCIENCES
MSC 177A • 700 University BLVD• KINGSVILLE, TX 78363
Phone (361) 593•3493 •Fax (361) 593•3404

**AGREEMENT FOR CLINICAL PRACTICUM EXTERNAL SITES TEXAS
A&M UNIVERSITY -KINGSVILLE
COMMUNICATION DISORDERS CLINIC**

The following shall constitute an agreement freely entered into between Texas A&M University-Kingsville, Communication Disorders Clinic ("UNIVERSITY") and Brownsville ISD ("AGENCY") Brownsville, Texas

RECITALS

UNIVERSITY is an institution of higher learning which presently offers a CSDO degree, and AGENCY is an institution, which through its affiliates, maintains appropriate state licensure and offers health services at the locations identified in the attached Exhibit A.

UNIVERSITY and AGENCY desire to assist and cooperate with each other in providing instruction and clinical experience (the "Clinical Professional Education Program") to students of speech-language therapy, who are enrolled in a course of study leading to the awarding of a related degree (hereinafter called the "Degree Program") from UNIVERSITY.

1. Accreditation

1.1 It is agreed that the Degree Program is the responsibility of the UNIVERSITY, and that UNIVERSITY is in authority of the administration of same. UNIVERSITY personnel are qualified to provide supervision of clinical professional education periods and recognize the responsibility to plan and work collaboratively and cooperatively with AGENCY in providing student learning and patient care as part of the Clinical Professional Education Program. It is agreed that the facility operated by AGENCY is the responsibility of the AGENCY, and that AGENCY is in authority of the administration of the same.

1.2 Upon failure of either party of this agreement to obtain or maintain its certification or accreditation, the party hereto which has certification or accreditation, at its election, may terminate this agreement by giving at least thirty (30) days prior written notice thereof to the party that does not have its said certification or accreditation and thereupon, this agreement shall terminate without further liability hereunder by either party to the other.

2. Term of the Agreement

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provided herein. This agreement may be terminated by either party upon thirty (30) days prior written notice to the other.

3. Nature of Externship

3.1 In connection with the Clinical Professional Education Program, UNIVERSITY will:

- (a) furnish AGENCY with the names of the students assigned by UNIVERSITY to participate in the Clinical Professional Education Program (hereinafter called "Program Participants") and furnish any other information reasonably requested by AGENCY related to the Clinical Professional Education Program;**
- (b) assign only those students who have satisfactorily completed those portions of the Degree Program that are prerequisite to participation in the Clinical Professional Education Program;**
- (c) designate a member of the UNIVERSITY faculty (the "University Representative") to coordinate the education experience of Program Participants. UNIVERSITY shall give AGENCY written notice of the name of the University Representative; and**
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any third party without the express prior written consent of AGENCY. UNIVERSITY shall not disclose the terms of this agreement to any person who is not a party to this agreement, except as required by law or as authorized by AGENCY. Unauthorized disclosure of confidential information or of the terms of this agreement shall be a material breach of this agreement and shall provide AGENCY with the option of pursuing remedies for breach, or, notwithstanding any other provision of this agreement, immediately terminating this agreement upon written notice to UNIVERSITY. The provisions of this Article shall survive expiration or other termination of this agreement regardless of the cause of such termination.

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6.1 AGENCY may immediately remove from the premises any Program Participant (a) who poses an immediate threat or danger to personnel or to the quality of medical services, (b) who is listed or has been listed by a federal agency as suspended, excluded, barred or sanctioned by any federal or state agency, (c) who has been convicted of any offense related to health care, or (d) who engages in unprofessional behavior.

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9. No Oral Representations

No oral representations of any officer, agent, or employee of AGENCY or UNIVERSITY shall affect or modify any obligations of either party under this agreement.

10. Applicable Law

The validity, interpretation, performance, and enforcement of this agreement shall be governed by the laws of the State of Texas. Any judicial or dispute resolution proceedings between the parties based on, arising out of, or related to this agreement shall be conducted in Cameron County, Texas, and it is further agreed that all such parties stipulate and consent to the exercise of personal jurisdiction over them in any proceedings based on, arising out of, or related to this agreement by state and federal courts located in Cameron County, Texas, and that venue of all such proceedings will properly and exclusively lie in such courts.

Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this agreement.

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University agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC §1320 d-8 ("HIPAA") and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). University agrees that at all times Program Participants are subject to the supervision of Agency's administration and are considered part of Agency's workforce only for the purpose of access to and disclosure of any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the "Protected Health Information"). University shall inform Program Participants that they must comply with all rules applicable to Program Participants while at Agency and that failure to comply shall constitute a cause for terminating such Program Participants assignment to Agency.

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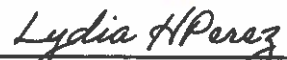
13. Non-discrimination

University and Agency affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. University and Agency agree not to harass, discriminate against, or retaliate against any Program Participant of the other because of his or her race, color, national origin, age, sex, religion, disability, or other category protected by applicable law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation.



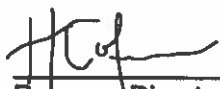
Agency Representative/Title

10/5/22
Date



Externship Coordinator
CSDO Program-Texas A&M University-Kingsville

9-1-22
Date



Program Director
CSDO Program-Texas A&M University-Kingsville

09/02/2022
Date

Dolores
Guerrero

Digitally signed by
Dolores Guerrero
Date: 2022.08.26
09:54:12 -05'00'

Dean
College of Arts & Sciences-Texas A&M University-Kingsville

Date



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

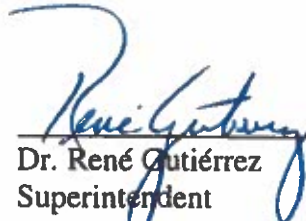
Dr. René Gutiérrez
Superintendent

A & M University, Kingsville

Company Name

Date

10/4/22


Dr. René Gutiérrez
Superintendent


Eddie Garcia
Board President


Denise Garza
Board Secretary

Date

10/5/22

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