

BOARD OF TRUSTEES
AGENDA

<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
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(A) REPORT ONLY RECOGNITION

Presenter(s): ROLANDO SALINAS, DEPUTY SUPERINTENDENT FOR DISTRICT OPERATIONS
MARIO GARCIA, FOOD SERVICE DIRECTOR

Briefly describe the subject of the report or recognition presentation.

(B) Action Item

Presenter(s):

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE A MEMORANDUM OF AGREEMENT BETWEEN THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION AND EAGLE PASS ISD EFFECTIVE JANUARY 17, 2023 TO JANUARY 16, 2027.

(C) Funding Source: Identify the source of funds if any are required.

(D) Clarification: Explain any question or issues that might be raised regarding this item.



EAGLE PASS INDEPENDENT SCHOOL DISTRICT

TO: Samuel Mijares, Superintendent of Schools

FROM: Rolando Salinas, Deputy Superintendent for District Operations

DATE: September 23, 2022

SUBJECT: Agenda Item – MOA with the Texas Health and human Services Commission and EPISD

Please find agenda item that will be presented at the upcoming Board Meeting on October 11, 2022. This is in regards to a Memorandum of Agreement by the Texas Health and Human Services Commission for the placement of interns enrolled in the Texas Health and Human Services Dietetic Internship Program at EPISD.



MEMORANDUM OF AGREEMENT

TEXAS HEALTH AND HUMAN SERVICES COMMISSION AND EAGLE PASS INDEPENDENT SCHOOL DISTRICT

This Memorandum of Agreement (the “MOA”) is between the Texas Health and Human Services Commission (“TX HHS”) and Eagle Pass Independent School District (“Institution”), and states the terms and conditions applicable to the placement of interns enrolled in TX HHS’s Dietetic Internship Program (“Internship”) at Institution facilities. Institution and TX HHS are collectively referred to in this MOA as the “Parties,” and each a “Party.”

Article I. PURPOSE

WHEREAS, the interns are either employed by TX HHS in the Woman, Infants and Children Program (“WIC”) or employed by WIC local agencies. The interns have been accepted into, and are participating in, the Internship;

WHEREAS, the purpose of the Internship is to provide supervised clinical and/or food service management practice experiences (“Rotations”) for the interns to prepare them for eligibility to sit for the Commission on Dietetic Registration (“CDR”) credentialing exam for Registered Dietitian Nutritionists (“RDNs”);

WHEREAS, Institution and TX HHS agree to provide supervised practice experience rotations at Institution facilities for interns to satisfy program requirements.

Article II. AUTHORITY

This MOA is authorized under *Texas Government Code* Chapter 531 and *Texas Health and Safety Code* Chapter 12.

Article III. AUTHORIZED REPRESENTATIVES

The following individuals will act as the Representatives (“Representative”) authorized to administer activities, communications, and non-legal notices under this MOA on behalf of their respective Party:

EAGLE PASS ISD

Mario Garcia
Food Service Director
830-773-5181, ext. 81601
Mgarcia10@eaglepassisd.net

TX HHS

Melissa Mouton, MS, RDN
Internship Director
Texas WIC Dietetic Internship
512-466-8236
Melissa.mouton@hhs.texas.gov

Either Party may change its Representative by providing written notice to the other Party.

Article IV. LEGAL NOTICES

Any legal notice by TX HHS to Institution required under the MOA will be deemed effective when deposited by TX HHS either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

EAGLE PASS ISD

Eagle Pass Independent School District
Attn: Legal Department
587 Madison St.
Eagle Pass, Texas 78852

Legal notice given by Institution to TX HHS under the MOA will be deemed effective when received by TX HHS at the address below.

TX HHS

Health and Human Services Commission
Attn: Office of the Chief Counsel
4900 North Lamar Boulevard
Austin, Texas 78751

Either Party may change its contact information for legal notice by written notice to the other Party.

Article V. ROLES AND RESPONSIBILITIES OF TX HHS

5.1 TX HHS will be responsible for the following:

- 5.1.1 Administering each Rotation, including: curriculum development; performance evaluations and grading; and requirements for matriculation, scheduling and hours;
- 5.1.2 Notifying all interns of their obligation to comply with all applicable laws and TX HHS and Institution regulations and policies;
- 5.1.3 Notifying all interns that they are responsible for their own transportation, meals, and lodging necessary for completing a Rotation;
- 5.1.4 Providing classroom theory and practical instruction to interns prior to commencement of the Rotation;
- 5.1.5 Preparing intern assignments and Rotation plans for each intern and coordination of same with Institution;
- 5.1.6 Providing evaluation forms to interns, which forms are to be completed by interns and Institution preceptors at the conclusion of each Rotation;
- 5.1.7 Informing interns of their responsibility to maintain in effect, during the entire term of the MOA, and at intern's sole cost and expense, medical insurance.

- 5.1.8 Informing interns of their responsibility to maintain in effect, during the entire term of a Rotation, professional liability insurance (errors and omissions) on an occurrence basis covering the actions and omissions of interns while participating in the Rotation;
- 5.1.9 Requesting criminal background checks for interns required by Institution prior to commencement of a Rotation;
- 5.1.10 Requiring interns to dress in accordance with dress and personal appearance standards approved by Institution;
- 5.1.11 If a Rotation occurs in a medical treatment facility, ensuring interns have received instruction in universal blood and body fluid precautions in the year prior to participating in the Rotation at Institution;
- 5.1.12 Requiring interns to obtain all immunizations/testing required by applicable regulatory agencies and Institution's policies, including the following:
 - 5.1.12.1 Hepatitis B (or waiver), chicken pox, measles and rubella;
 - 5.1.12.2 A tuberculosis skin test in the year prior to starting a Rotation at Institution, and are tested at least annually while participating in a Rotation at Institution.

Article VI. ROLES AND RESPONSIBILITIES OF INSTITUTION

6.1 Institution will be responsible for the following:

- 6.1.1 Assigning a qualified professional as Institution's Representative and assigning qualified professionals to guide, supervise, and evaluate interns' Rotation experience and performance;
- 6.1.2 Developing and providing learning experiences for a Rotation to satisfy the competency requirements of the Internship and accreditation by applicable regulatory bodies;
- 6.1.3 Providing interns with Institution's policies and procedures that interns are required to follow during a Rotation;
- 6.1.4 Retaining the responsibility, authority, and accountability for the care of Institution's patients or clients while the interns are participating in a Rotation at Institution Facilities;
- 6.1.5 Making available to interns immediate emergency treatment while participating in a Rotation, if needed. Institution assumes no financial responsibility for any intern's medical care and treatment after the intern leaves the Institution Facility;
- 6.1.6 Facilitating intern use of appropriate information resources at Institution Facilities during a Rotation;
- 6.1.7 Assuring that interns will not replace regular employees of Institution, except for planned supervised experiences of a Rotation;
- 6.1.8 Removing any intern from a Rotation, if Institution determines that the intern does not meet the

professional or other requirements, qualifications, or standards of Institution. Institution will consult with TX HHS prior to any such removal, if reasonably possible. Institution will provide a written explanation for removal of an intern to TX HHS.

Article VII. DURATION AND TERMINATION

- 7.1 Term and Renewal.** The MOA is effective January 17, 2023 and terminates on January 16, 2027, unless renewed, extended, or terminated pursuant to the terms and conditions of the MOA. TX HHS and Institution, by mutual agreement, may extend the MOA for any period or periods of time no greater than a cumulative total of five years, which five-year period includes the original MOA term.
- 7.2 Termination.** Except as otherwise provided, either Party may terminate the MOA at any time without cause upon at least sixty (60) days' prior written notice, provided that all interns in good standing and currently enrolled in a Rotation as of the effective date of the notice of termination will be given the opportunity to complete the Rotation within six (6) months from the termination date. Additionally, either Party may immediately terminate the MOA following a material breach of the MOA, if the breaching Party fails to cure the breach within 10 days after the effective date of the notice of breach sent by the aggrieved Party.

Article VIII. MISCELLANEOUS TERMS AND CONDITIONS

8.1 Maintenance of Confidential Information

Interns are considered members of Institution's workforce for purposes of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and, therefore, may have access to patient medical information as provided for in the privacy rule of HIPAA.

To the extent applicable, the Parties will comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), and HIPAA and any current and future regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162, and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The Parties will not use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of the MOA.

- 8.2 Entire Agreement.** The MOA sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, and all other communications between the Parties relating to the subject matter of the MOA. Any additional or conflicting terms in any future document incorporated into the MOA will be harmonized with this MOA to the extent possible. The MOA may be amended only by mutual written agreement between the Parties.
- 8.3 Severability.** If any provision of this MOA is held to be invalid or unenforceable for any reason, this MOA shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this MOA unenforceable.

- 8.4 No Waiver.** The failure of a Party to object to or to take affirmative action with respect to the conduct of the other Party which is in violation or breach of the terms of the MOA shall not be construed as a waiver of the violation or breach, or of any future violation or breach.
- 8.5 Governing Law and Venue.** The MOA shall be governed and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the MOA is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TX HHS.
- 8.6 Assignability.** Institution shall not assign its rights under the MOA or delegate the performance of its duties under the MOA without prior written approval from TX HHS. Any attempted assignment in violation of this section is void and without effect. TX HHS may assign its rights under this MOA to any successor state agency or agencies.
- 8.7 Non-Discrimination.** Neither Party will unlawfully discriminate against any intern on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age, disability, political affiliations or belief. The Parties will comply with Title VII of the Civil Rights Act of 1964; Americans with Disabilities Act of 1991; Title IX of the Education Amendments Act of 1972; and Section 504 of the Rehabilitation Act of 1973. The Parties will also comply with Executive Orders 11246 and 13672.
- 8.8 No Waiver of Immunity.** The Parties expressly agree that no provision of the MOA is in any way intended to constitute a waiver by TX HHS or the State of Texas of any immunities from suit or from liability that TX HHS or the State of Texas may have by operation of law. Notwithstanding the foregoing, if Institution is a Texas governmental unit, then nothing in the MOA will be construed to waive any rights or affirmative defenses available to Institution under the doctrines of sovereign or official immunity.
- 8.9 Licenses, Certifications, Permits, Registrations, and Approvals.** Institution represents and warrants it has determined what licenses, certifications, permits, registrations, and approvals are required under the MOA and has acquired all applicable licenses, certifications, permits, registrations and approvals.
- 8.10 Captions.** The captions contained herein are used solely for convenience and will not be deemed to define or limit the provisions of this MOA.

SIGNATURE PAGE FOLLOWS

By signing below, the Parties acknowledge that they have read the MOA and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this MOA on behalf of the named Party.

HEALTH AND HUMAN SERVICES COMMISSION

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

By: _____
Signature of Authorized Official

By: _____
Signature of Authorized Official

Date

Date

Lindsay Rodgers
Associate Commissioner,
Health and Developmental Services
Medical and Social Services

Printed Name and Title

Printed Name and Title

(512) 776-3020

Telephone Number

Telephone Number

Lindsay.Rodgers@hhs.texas.gov

E-mail Address for Official Correspondence

E-mail Address for Official Correspondence