



Brownsville Independent School District

General Function
Agenda Category: Contracts/MOU Board of Education Meeting: 01/13/26

Item Title:	<u>Texas Woman's University Department of Communication Sciences and Oral Health and Brownsville Independent School District MOU</u>	<input checked="" type="checkbox"/> X	Action
			Information
			Discussion

BACKGROUND:

In an effort to address the on-going shortage of Master's Level Speech Language Pathologists in the Brownsville Independent School District, a partnership is proposed with Texas Woman's University to provide opportunities for graduate students enrolled in the Texas Woman's University Communication Sciences and Disorders Program for completing internships as part of the Practicum Experience required for successful completion of their Master's Degree in Communication Sciences and Disorders.

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 Woman's University and Brownsville ISD to provide a master's degree program for both in-field and out-of-field students. The MOU will be effective upon execution by both Parties and will continue for two (2) years and may be renewed for a one (1) year term thereafter upon written agreement signed by both parties. In previous years, the district has had sponsorship agreements between BISD and Texas Woman's University. At no cost to the district.

Adriana Q. Lippa

Submitted by: 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



CLINICAL AFFILIATION AND SPONSORSHIP AGREEMENT

This Clinical Affiliation and Sponsorship Agreement ("AGREEMENT") is entered into between Texas Woman's University ("TWU"), an institution of higher education located in the State of Texas, and

Brownsville ISD

("CLINICAL FACILITY"), an entity

Texas

located in [redacted]. TWU and CLINICAL FACILITY may be referred to collectively herein as the "Parties" or individually as a "Party."

I. PURPOSE:

TWU, through its Department of Communication Sciences and Oral Health, provides opportunities to directly apply knowledge and skills gained in the classroom in a clinical setting. TWU and CLINICAL FACILITY share a mutual interest in providing TWU's Department of Communication Sciences and Oral Health STUDENT with experiences in clinical care settings. TWU and CLINICAL FACILITY agree to cooperate in the operation of a clinical placement program (hereafter referred to as "PROGRAM"). This AGREEMENT sets forth the terms under which TWU and CLINICAL FACILITY will operate PROGRAM.

II. TERM AND TERMINATION:

This AGREEMENT is effective upon execution by both Parties and will continue for two (2) years ("Initial Term"). This AGREEMENT may be renewed for a one (1) year term upon written agreement signed by both Parties. During the term(s) of this AGREEMENT, CLINICAL FACILITY agrees to sponsor:

First and last name: Jianna Granado

(hereafter referred to as "STUDENT"), for

a maximum of four TWU academic semesters. This AGREEMENT may be terminated at any time and for any reason by either Party with no less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, STUDENT will be permitted to complete any previously scheduled or active clinical assignment at CLINICAL FACILITY.

III. Responsibilities of TWU

1. TWU will select STUDENT for the PROGRAM, selecting only someone with a satisfactory record as determined by TWU.
2. TWU shall maintain full responsibility and control for planning and execution of the Department of Communication Sciences and Oral Health academic programs, including curriculum, evaluation of STUDENT, administration, instructor appointments, and other matters which are normally reserved as a university's functions, such as granting degrees and advising STUDENT. It is understood that only TWU can dismiss STUDENT from the university.
3. TWU will encourage STUDENT to maintain health insurance.
4. TWU will advise STUDENT of their responsibilities regarding participation in the PROGRAM, including the responsibility to exhibit professional conduct and to follow all rules and standards set by CLINICAL FACILITY and TWU.
5. TWU shall provide instruction to CLINICAL FACILITY's staff with respect to TWU's expectations regarding assessment of STUDENT at CLINICAL FACILITY.
6. TWU warrants and represents that it provides occurrence-based professional liability insurance for STUDENT with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. TWU, as a public entity entitled to governmental immunity protections under applicable state law, provides occurrence-based general liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by CLINICAL FACILITY, TWU shall provide a certificate of insurance demonstrating coverage for STUDENT in PROGRAM.

IV. Responsibilities of CLINICAL FACILITY

1. CLINICAL FACILITY warrants that the individual executing this AGREEMENT on behalf of CLINICAL FACILITY has been duly authorized to act for and bind CLINICAL FACILITY.
2. CLINICAL FACILITY shall maintain a positive, respectful, and adequately resourced learning environment so that STUDENT acquires the educational experiences required by TWU and the American Speech-Language-Hearing Association (ASHA), including but not limited to assessing and treating patient populations with varying ages, diagnoses, disorder types, and cultural and linguistic backgrounds.
3. CLINICAL FACILITY shall retain full authority and responsibility for care given at its premises. CLINICAL FACILITY shall maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While at CLINICAL FACILITY's premises, STUDENT will have the status of trainees, are not to replace CLINICAL FACILITY staff, and are not to render unsupervised care or services. STUDENT requires 100% complete on-site supervision and shall not function as a speech-language pathology assistant (SLP-A), under the terms of this agreement.
4. CLINICAL FACILITY shall be responsible for supervision of STUDENT and shall endeavor to assign a different supervisor for STUDENT, for each of the four TWU academic semesters. Supervision shall be handled by a licensed and certified speech-language pathologist and STUDENT must receive a minimum of six (6) hours of supervision per week. All services rendered by STUDENT must have educational value and meet the goals of PROGRAM.

5. CLINICAL FACILITY shall, if requested, evaluate the performance of assigned STUDENT on a regular basis using evaluation forms which are either supplied by TWU or are acceptable to TWU.
6. CLINICAL FACILITY shall provide an orientation for the STUDENT and TWU's staff and faculty participating in PROGRAM, of the type and scope provided to its employees, with respect to the physical facilities and equipment of CLINICAL FACILITY and its policies and procedures.
7. CLINICAL FACILITY shall accept from TWU a number of STUDENTS appropriate to the staff, space, and operations of CLINICAL FACILITY. STUDENT shall be permitted to leave the CLINICAL FACILITY's premises in time to attend any TWU classes, meetings, and programming.
8. CLINICAL FACILITY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event STUDENT is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at CLINICAL FACILITY, then CLINICAL FACILITY, upon notice of such incident, will provide such emergency care as is provided to its employees, including, where applicable, examination and evaluation by CLINICAL FACILITY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol, as necessary; and HIV counseling and appropriate testing, as necessary. In the event that CLINICAL FACILITY does not have the resources to provide such emergency care, CLINICAL FACILITY will refer such STUDENT to the nearest emergency facility. STUDENT will bear financial responsibility for any charges generated.
9. To the extent permitted by Texas State law, CLINICAL FACILITY shall indemnify and hold TWU, its Regents, officers, employees and agents harmless from any and all manner of suits, claims or demands arising from third party claims alleging: (1) CLINICAL FACILITY's, its employees', agents' and subcontractors' acts or omissions arising under the performance of this AGREEMENT; (2) the negligence or willful misconduct of CLINICAL FACILITY, its agents, employees or subcontractors; (3) CLINICAL FACILITY's breach of any representation, warranty, covenant or other obligation hereunder; and (4) the infringement of any third party proprietary rights with respect to goods or services supplied to TWU in connection with this AGREEMENT (each of which is an "Indemnifying Act"). CLINICAL FACILITY shall reimburse TWU for any and all costs, damages and expenses including reasonable attorney's fees to which TWU may be subject as a result of the occurrence of any Indemnifying Act. This provision shall survive any termination of this AGREEMENT.
10. Only to the extent required by applicable state law, CLINICAL FACILITY will provide any statutorily-required Workers' Compensation and Liability Insurance for STUDENT.
11. Upon request from TWU, CLINICAL FACILITY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
12. CLINICAL FACILITY shall provide written notification to TWU promptly if a claim arises involving STUDENT. CLINICAL FACILITY and TWU 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.
13. CLINICAL FACILITY may restrict STUDENT to the role of observer when competency and safety issues arise; CLINICAL FACILITY must notify TWU of this restriction within three (3) business days.

14. CLINICAL FACILITY shall identify a site coordinator from among its staff who will communicate and cooperate with TWU's clinical placement coordinator to ensure access to appropriate resources for PROGRAM.
15. Permit STUDENT, if also employed by CLINICAL FACILITY, to be away from employment six (6) to eight (8) hours per week for three TWU academic terms at another facility (TWU's healthcare-focused track only).
16. Permit STUDENT, if employed by CLINICAL FACILITY, to be away from employment during TWU's summer academic semester, to earn the required practicum experiences at another facility (TWU's school-focused track only).

V. Mutual Responsibilities

1. Representatives for each Party will be established on or before the execution of this AGREEMENT and will serve as the designated contact for all notices required under this AGREEMENT.
2. TWU and CLINICAL FACILITY share responsibility for creating an appropriate learning environment that includes formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with STUDENT. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.
3. At the request of either Party, a meeting or conference will promptly be held between TWU and CLINICAL FACILITY representatives to resolve any problems or develop any improvements in the operation of PROGRAM. CLINICAL FACILITY may immediately remove from the premises and retains the right to suspend or terminate any STUDENT's participation at CLINICAL FACILITY. CLINICAL FACILITY will immediately notify the appropriate contact at TWU if such an action is required and provide the reasons for such action. TWU may terminate STUDENT's participation when, in its sole discretion, it determines that further participation by STUDENT would no longer be appropriate. TWU will notify CLINICAL FACILITY if such action is required.
4. TWU will inform all STUDENT, faculty and staff involved with PROGRAM, to have completed an appropriate independent criminal background check and to have documented appropriate immunizations on file with TWU, if requested by CLINICAL FACILITY. If applicable, CLINICAL FACILITY shall notify STUDENT of any requests for evidence of criminal background test or immunization by CLINICAL FACILITY. TWU will inform the STUDENT of his/her responsibility to provide evidence directly to CLINICAL FACILITY of any required criminal background checks or immunizations, when requested by CLINICAL FACILITY. CLINICAL FACILITY shall notify TWU of its requirements of an acceptable criminal background check and required immunizations. TWU will also inform STUDENT that they may be required to undergo a drug test or other similar screening tests pursuant to CLINICAL FACILITY'S policies and practices. It shall be the STUDENT's responsibility, and at STUDENT's own financial expense, to timely obtain all required background checks, immunizations, drug tests, screenings, and etc. Should the criminal background check disclose adverse information that CLINICAL FACILITY deems unacceptable for continued participation

in PROGRAM, TWU shall immediately decline to place STUDENT at CLINICAL FACILITY or remove STUDENT from PROGRAM at CLINICAL FACILITY if adverse information is discovered subsequent to initial placement.

VI. FERPA

To the extent CLINICAL FACILITY receives, generates, or maintains educational records related to STUDENT, CLINICAL FACILITY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to TWU, and shall limit access to only those employees or agents with a need to know. For the purposes of this AGREEMENT, pursuant to FERPA, TWU hereby designates CLINICAL FACILITY as a TWU official with a legitimate educational interest in the educational records of STUDENT to the extent that access to TWU's records is required by CLINICAL FACILITY to carry out PROGRAM.

VII. STUDENT's status at CLINICAL FACILITY

Check only one box to indicate whether STUDENT shall be a non-employee or shall have some type of employment relationship.

- Non-employee: STUDENT shall not be considered employees, agents, or independent contractors of CLINICAL FACILITY or TWU for any purpose except as otherwise explicitly stated herein. STUDENT will not be entitled to receive any compensation from CLINICAL FACILITY or TWU or any benefits of employment from CLINICAL FACILITY or TWU, including, but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect, unless otherwise required by applicable law. No payments shall be made between the Parties or between a Party and STUDENT.
- Employment relationship: CLINICAL FACILITY shall fulfill all legal requirements related to the student's performance of his or her work duties at the CLINICAL FACILITY, including without limitation proper classification of STUDENT as an independent contractor or employee and the legalities associated therewith, as it relates to STUDENT's employment relationship with CLINICAL FACILITY. Further, the Parties expressly agree that TWU's professional liability insurance will not be primary and that the insurance policies of the CLINICAL FACILITY shall be primary. The CLINICAL FACILITY shall indemnify and hold TWU harmless from any tax liabilities and responsibilities related to CLINICAL FACILITY's compensation and benefits given to STUDENT. STUDENT shall not be considered an employee or independent contractor of TWU. STUDENT shall not be entitled to any benefits of employment from TWU, including, but not limited to, compensation, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect, unless otherwise required by applicable law. No payments shall be made between the Parties. In the event of conflict between any other part of this AGREEMENT and

this section, the Parties hereby agree that this section will be controlling only when the Employment relationship box at the top of this section is checked.

VIII. Health Insurance Portability and Accountability Act

STUDENT in PROGRAM is a member of CLINICAL FACILITY's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to CLINICAL FACILITY and does not establish an employment relationship.

IX. No Agency Relationship between the Parties

Nothing in this AGREEMENT is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties and neither Party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other, except as provided specifically to the contrary herein.

X. Assignment

This AGREEMENT will not be assigned by either Party without the prior written consent of the other Party.

XI. Governmental Immunity

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 TWU of its governmental immunity or of its state governmental immunity; an express or implied acceptance by TWU 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 TWU of a debt, contract, or liability of CLINICAL FACILITY.

XII. No Special Damages

In no event shall either Party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other Party or any third party, even if the Party has been advised of the possibility of such damages.

XIII. Notices

Any notices required by this AGREEMENT shall be delivered to the following address or addresses via personal delivery, via first class mail return receipt requested, or via electronic mail with read receipt:

Notice to TWU: Texas Woman's University
 Department of Communication Sciences & Oral Health
 Attn: Department Chair
 1314 Bell Ave.
 Denton, TX. 76209
 Telephone number: 940-898-2025
 E-mail: coms@twu.edu

Notice to CLINICAL FACILITY:

Name and Title: Dr. Jesus H. Chavez, Superintendent; Agustin De Lucio, M.S., CCC-SLP, Lead Speech Language Pathologist
Address: 1900 E. Price Road
City/State/Zip: Brownsville, TX 78521
Telephone number: <u>(956) 548-8000</u>
Email address: adelucio@bisd.us

XIV. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

XV. Headlines

Headlines in this AGREEMENT are for convenience only.

XVI. Governing Law

This AGREEMENT and all of the rights and obligations of the Parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to any choice of law rules which would refer the matter to the laws of another jurisdiction.

XVII. Texas Government Code Provisions:

1. Texas Public Information Act (“TPIA”): As required by Chapter 552, Texas Government Code, TWU strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the TPIA. Nothing in this AGREEMENT will be construed to prohibit disclosure to the extent that such disclosure is required by law or valid order of a court or other governmental authority.
2. Anti-Terrorism Certification: As required by Texas Government Code Section 2252.152, CLINICAL FACILITY represents and warrants that it is not prohibited under Section 2252.152 or identified by (1) the Texas Comptroller as a company with business operations in Sudan; (2) the Texas State Pension Review Board as a company with business operations in Iran; or (3) the Texas Comptroller as a company known to have contracts with, or known to provide supplies or services to, a foreign terrorist organization. Excepted from this prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran or foreign terrorist organizations.
3. Boycott Certification: As required by Texas Government Code Chapter 2271.002, CLINICAL FACILITY certifies that either: (1) it meets an exemption criteria under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the AGREEMENT. If CLINICAL FACILITY meets an exemption, it shall provide TWU written notice of what that exemption is at the time the AGREEMENT is made.

XVIII. Intellectual Property

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.

XIX. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the Parties as it relates to the subject matter hereof and may be amended at any time by mutual, signed, written consent of the signatory Parties through their authorized representatives.

IN WITNESS HEREOF, the Parties have caused this AGREEMENT to be executed by their duly authorized representatives to be effective as of the day and year below written.

TEXAS WOMAN'S UNIVERSITY:

Authorized Signature: Angela
Bauer,
Name: PhD,
Title: EVPA
Date: Provost

Digitally signed by
Angela Bauer, PhD,
EVPA and Provost
Date: 2025.12.08
08:52:58 -06'00'

CLINICAL FACILITY:

Authorized Signature: _____
Name: _____
Title: _____
Date: _____

TWU APPROVED AS TO LEGAL FORM: Jiayi Yang Digitally signed by Jiayi Yang
Date 2024.02.01 11:11:47 -06'00'



Brownsville Independent School District

Agenda Category:	General Function Contracts/MOU	Board of Education Meeting:	06/13/23
Item Title:	Texas Woman's University	X	Action
	Speech Language Pathologist/SLP		Information
	Master's Degree Program		Discussion

BACKGROUND:

In an effort to address the on-going shortage of Master's Level Speech Language Pathologists in the Brownsville Independent School District, a partnership is proposed with Texas Woman's University to provide opportunities for graduate students enrolled in the Texas Woman's University Communication Sciences and Disorders Program for completing internships as part of the Practicum Experience required for successful completion of their Master's Degree in Communication Sciences and Disorders.

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 Woman's University and Brownsville ISD to provide a master's degree program for both in-field and out-of-field students. Will be effective upon execution by both Parties and will continue for five (5) years and may be renewed for additional five (5)-year terms thereafter if agreed upon by both parties. In previous years, the district has had sponsorship agreements between BISD and Texas Woman's University. At no cost to the district.

Approved for Submission to Board of Education:

Adriana Q. Lippa

Submitted by: Principal/Program Director

Recommended by: Asst. Supt./CFO

Miguel Salinas

Reviewed by: Staff Attorney

Dr. Anysia R. Treviño

Approved by: Deputy Superintendent

Dr. Rene Gutiérrez, Superintendent

Isela Vieyra

From: Priscilla Lozano <plozano@808West.com>
Sent: Tuesday, May 23, 2023 3:11 PM
To: Isela Vieyra; Miguel Salinas
Cc: Lea Ohrstrom; Minerva Almanza; Patricia Perez
Subject: Re: MOU.Affiliation Agreement with Texas Woman's University

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.

Mr. Salinas,

Would you please review this agreement?"

Sincerely,
Priscilla

From: Isela Vieyra <jivieyra@bisd.us>
Sent: Friday, May 19, 2023 2:26 PM
To: Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>
Subject: MOU.Affiliation Agreement with Texas Woman's University

Good afternoon Ms. Lozano,

Attached you will find the above-mentioned for your review and approval.

Respectfully,

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

 Go Green! Please do not print unless completely necessary.

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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.



**CLINICAL AFFILIATION AGREEMENT
BETWEEN
TEXAS WOMAN'S UNIVERSITY SYSTEM
AND
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the purpose of this AFFILIATION AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements and agreements in furtherance thereof to provide high-quality learning experiences for clinical students in the **TEXAS WOMAN'S UNIVERSITY SYSTEM** Programs and/or Departments listed in **Exhibit B**, hereinafter referred to as "Program". This AFFILIATION AGREEMENT (the "AGREEMENT") is made between **TEXAS WOMAN'S UNIVERSITY SYSTEM**, a public institution located in Texas, hereinafter referred to as "TWU," and **BROWNSVILLE ISD**, an entity physically located in **TEXAS**, hereinafter referred to as "HOST AGENCY." TWU and HOST AGENCY shall be collectively referred to hereinafter as the "Parties."

WHEREAS, this AGREEMENT is intended to cover HOST AGENCY's Facilities listed on **Exhibit D** of this Agreement, if HOST AGENCY operates at more than one facility, or at the Facility listed above, if HOST AGENCY has only one location,

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet TWU's accreditation standards related to affiliation agreements with clinical affiliates, which require at a minimum:

- The HOST AGENCY will provide clinical students and faculty, if applicable, access to appropriate resources for clinical student education.
- TWU is ultimately responsible for its education programs, academic affairs, and the assessment of clinical students.
- TWU is primarily responsible for the appointment and assignment of faculty members with responsibility for clinical student teaching.
- Shared responsibility of TWU and HOST AGENCY for the specification of responsibility for treatment and follow-up when a clinical student is exposed to an infectious or environmental hazard or other occupational injury, as further described in Section B (5) below.
- Shared responsibility of TWU and HOST AGENCY for creating and maintaining an appropriate learning environment.

- Confirmation that appropriate TWU Deans and/or clinical coordinators have authority to ensure faculty and clinical student access to appropriate resources for clinical student education when department heads are not also the clinical service chiefs at affiliated institutions.

WHEREAS, the parties agree upon the program-specific obligations listed in **Exhibit E**, if included in this AGREEMENT.

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 AGREEMENT agree as follows:

A. Responsibilities of TWU

1. TWU will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of TWU's curriculum.
2. TWU will retain ultimate responsibility for the education and assessment of its students. TWU's representative for this AGREEMENT shall be a faculty member appointed and assigned by TWU, who will be responsible for clinical student teaching and assessment provided pursuant to this AGREEMENT.
3. TWU will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the educational experience. TWU will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.
4. TWU will encourage all participating students to maintain health insurance and provide proof of health insurance to TWU.
5. TWU will require all participating students, faculty and staff to have completed an appropriate independent criminal background check and to have documented appropriate immunizations on file with TWU, if requested by the HOST AGENCY. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization by the HOST AGENCY. TWU will inform the student of his/her responsibility to provide evidence directly to the HOST AGENCY of any required criminal background checks or immunizations, when requested by the HOST AGENCY. The HOST AGENCY shall notify TWU of its requirements of an acceptable criminal background check and required immunizations. TWU 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. Should the criminal background check disclose adverse information that the HOST AGENCY deems unacceptable for continued participation in the Clinical Placement Program, TWU shall immediately decline to place the student at HOST AGENCY or remove the Program Participant from participation in the Clinical Placement Program at HOST AGENCY if adverse information is discovered subsequent to initial placement.

6. TWU will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.
7. If requested by the HOST AGENCY, TWU will provide instruction to the HOST AGENCY's staff with respect to TWU's expectations regarding assessment of TWU's students at the HOST AGENCY.
8. TWU warrants and represents that it provides occurrence-based professional liability insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. TWU, as a public entity entitled to governmental immunity protections under applicable state law, provides occurrence-based general liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, TWU shall provide a certificate of insurance demonstrating coverage for students completing clinical education at the HOST AGENCY at HOST AGENCY's request.

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 and faculty with access to appropriate resources for clinical student education, including a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete TWU's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required education for clinical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for clinical students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary.
2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees, are not to replace HOST AGENCY staff, and are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the Program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of education.
3. The HOST AGENCY staff will assist upon request TWU in the assessment of the learning and performance of participating students by completing assessment forms provided by TWU and returned to TWU in a timely fashion.
4. The HOST AGENCY will provide for the orientation of TWU's participating students as to the HOST AGENCY's rules, regulations, policies, and procedures.
5. 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 (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided to its employees, including, where applicable, examination and evaluation by HOST AGENCY's

emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol, as necessary; and HIV counseling and appropriate testing, as necessary. 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. Clinical students will bear financial responsibility for any charges generated.

6. To the extent the HOST AGENCY receives, generates, or maintains educational records related to the participating student, the 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 TWU, and shall limit access to only those employees or agents with a need to know. For the purposes of this AGREEMENT, pursuant to FERPA, TWU hereby designates HOST AGENCY as a TWU official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to TWU's records is required by HOST AGENCY to carry out the Program.
7. Only to the extent required by applicable state law, HOST AGENCY will provide any statutorily-required Workers' Compensation and Liability Insurance for students in this clinical placement program. This provision does not apply for HOST AGENCY Facilities that are not located in a state where the laws require Workers' Compensation be provided for students in clinical placement programs by the host agency.
8. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
9. The HOST AGENCY will provide written notification to TWU promptly if a claim arises involving a student. The HOST AGENCY and TWU 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.
10. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify TWU's clinical placement coordinator if such an action is required. It is understood that only TWU can dismiss a student from their education degree Program. If the HOST AGENCY requests removal of a student from the HOST AGENCY, however, TWU will comply with that request.
11. The HOST AGENCY shall identify a site coordinator from among its staff who will communicate and cooperate with TWU's clinical placement coordinator to ensure faculty and clinical student access to appropriate resources for the clinical education experience.

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 of high quality patient care. At the request of either Party, a meeting or conference will promptly be held between TWU and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the Program.
3. TWU will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using TWU facilities. The HOST AGENCY will provide

qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

4. TWU and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, religion, gender identity, national origin, race, sex, sexual orientation, disability, or any other basis protected by law.
5. TWU, including its faculty, staff, clinical students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. 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 TWU. TWU agrees to require its students to adhere to the expectations set forth in Exhibit A.
6. 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 department or program of TWU if such an action is required and provide the reasons for such action. TWU may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. TWU will notify the HOST AGENCY if such action is required.

D. Term and Termination

This AGREEMENT is effective upon execution by both Parties to the covered clinical education experience(s) and will continue for **five (5)** years. This AGREEMENT may be renewed for additional five (5)-year terms upon written agreement by both Parties. Notwithstanding the foregoing, HOST AGENCY shall be under no obligation to accept students from any program at TWU during the term of this AGREEMENT and shall not be considered in violation of this AGREEMENT for not doing so.

This AGREEMENT may be terminated at any time and for any reason by either Party with no less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled or active clinical assignment at HOST AGENCY.

E. Employment Disclaimer

The students participating in the Program will not be considered employees or agents of the HOST AGENCY or TWU for any purpose except as otherwise explicitly stated herein. Students will not be entitled to receive any compensation from HOST AGENCY or TWU or any benefits of employment from HOST AGENCY or TWU, including, but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect, unless otherwise required by applicable law.

F. Health Insurance Portability and Accountability Act

Students participating in clinical education pursuant to this AGREEMENT are members of the HOST AGENCY's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E above, does not establish an employment relationship.

G. No Agency Relationship between the Parties

Nothing in this AGREEMENT is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties and neither Party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other, except as provided specifically to the contrary herein.

H. Assignment

This AGREEMENT will not be assigned by either Party without the prior written consent of the other.

I. Governmental Immunity

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 TWU of its governmental immunity or of its state governmental immunity; an express or implied acceptance by TWU 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 TWU of a debt, contract, or liability of the HOST AGENCY.

J. No Special Damages

In no event shall either Party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other Party or any third party, even if the Party has been advised of the possibility of such damages.

K. Notices

All notices provided by either Party to the other will be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, first-class, postage prepaid, and addressed to the other Party as indicated below. Email addresses are provided for convenience only and do not satisfy any legal notice requirements.

If to HOST AGENCY:

BROWNSVILLE ISD
Attn: Agustin De Lucio
1900 E. Price Road
Brownsville, TX 78521
956-548-8000 Telephone
adelucio@bisd.us Email

If to TWU:

See **Exhibit C** for notice information of appropriate TWU Department or Program

With a copy to:
Texas Woman's University System
Office of General Counsel
P.O. Box 425497
Denton, TX 76204

L. No Payments

No payments shall be made between the Parties or to the students in connection with this AGREEMENT.

M. Execution of Agreement

This AGREEMENT shall not become effective or in force until all of the below-named Parties have fully executed this AGREEMENT.

N. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

O. Headlines

Headlines in this AGREEMENT are for convenience only.

P. 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 contained in a properly executed Clinical Affiliation Agreement.

IN WITNESS HEREOF, the Parties have caused this AGREEMENT to be executed by their duly authorized representatives to be effective as of the day and year below written.

SIGNATURES ON FOLLOWING PAGE

TEXAS WOMAN'S UNIVERSITY

For TWU:

Authorized Signature: _____

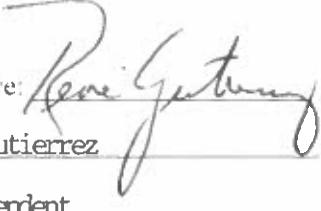
Name: Dr. O. Finley Graves

Title: Interim Executive Vice President of Academic Affairs and Provost

Date: _____

BROWNSVILLE ISD

For BROWNSVILLE ISD

Authorized Signature: 

Name: Dr. Rene Gutierrez

Title: Superintendent

Date: 6/21/23

EXHIBIT A

TEACHER-LEARNER EXPECTATIONS

TWU holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of education, the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Faculty have a duty to convey the knowledge and skills required for delivering the profession's standard of care and also to instill the values and attitudes required for preserving health care professions' social contract with their patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of Programs at TWU. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clinical experience
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clinical experience
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers, fellow students, and faculty
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the health care professions
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patient's right to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Students, Faculty and Teachers

Students, faculty and teachers should recognize the special nature of the teacher-learner relationship, which is in part defined by professional role modeling, mentorship, and supervision.

Because of the special nature of this relationship, students, faculty and teachers should strive to develop a relationship characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

EXHIBIT B
COVERED DEPARTMENTS AND PROGRAMS

The following Programs and/or Departments of TWU may assign students for clinical and educational experience at HOST AGENCY under the terms of this Affiliation Agreement. If the HOST AGENCY chooses to accept students from all TWU Departments/Programs, write “ALL TWU DEPARTMENTS AND PROGRAMS” in the first (1.) blank.

1. <u>Communication Sciences & Oral Health</u>	19. _____
2. _____	20. _____
3. _____	21. _____
4. _____	22. _____
5. _____	23. _____
6. _____	24. _____
7. _____	25. _____
8. _____	26. _____
9. _____	27. _____
10. _____	28. _____
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12. _____	30. _____
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14. _____	32. _____
15. _____	33. _____
16. _____	34. _____
17. _____	35. _____
18. _____	36. _____

EXHIBIT C

NOTICE/CONTACT INFORMATION

Department of Communication Sciences & Oral Health:

Texas Woman's University
Department of Communication Sciences & Oral Health
Attn: Dr. Cynthia Gill, Ph.D., CCC-SLP
P.O. Box 425737
Denton, TX 76204
940-898-2023 Telephone
cgill@twu.edu E-mail

Department of Human Development, Family Studies, and Counseling:

Texas Woman's University
Dept. of Human Development, Family Studies, and Counseling
Attn: Dr. Brigitte Vittrup, Ph.D.
P.O. Box 425769
Denton, TX 76204
940-898-2685 Telephone
bvittrup@twu.edu E-mail

School of Health Promotion & Kinesiology:

Texas Woman's University
School of Health Promotion & Kinesiology
Attn: Dr. Barbara Barnick-Ben-Ezra, Ph.D.
P.O. Box 425647
Denton, Texas 76204
940-898-2340 Telephone
bbenezra@twu.edu E-mail

School of the Arts & Design:

Texas Woman's University
Division of Music
Attn: Dr. Della Molloy-Daugherty, Ph.D., MT-BC
P. O. Box 425768
Denton, TX 76204
940-898-2500 Telephone
dmolloydaugherty@twu.edu Email

College of Nursing:

Texas Woman's University
College of Nursing
Attn: Damon B. Cottrell, PhD, DNP, APRN, FNP-C, CCNS, ACNS-BC
P. O. Box 425498
Denton, TX 76204
940-898-2401 Telephone
dcottrell@twu.edu Email

Health Care Administration Program

Texas Woman's University
Attn: Rigoberto Delgado, PhD
6700 Fannin St., Suite 7010
Houston, TX 77030
713-794-2361 Telephone
Rdelgadol@twu.edu Email

Department of Nutrition & Food Science – Denton Campus:

Texas Woman's University
Department of Nutrition and Food Sciences
Attn: Martha Rew, MS, RDN, LD
P. O. Box 425888
Denton, TX 76204
940-898-2636 Telephone
mrew@twu.edu E-mail

Department of Nutrition & Food Science – Houston Campus:

Texas Woman's University
Department of Nutrition and Food Sciences
Attn: Karen Moreland, M.S., RDN, LD
6700 Fannin St
Houston, TX 77030
713.794.2371 Telephone
kstone@twu.edu E-mail

School of Occupational Therapy:

Texas Woman's University
School of Occupational Therapy
Attn: Academic Fieldwork Coordinator (AFWC)
P.O. Box 425648
Denton, TX 76204
940-898-2801 Telephone
OTFieldwork@twu.edu Email

School of Physical Therapy:

Texas Woman's University
School of Physical Therapy
Attn: Dr. Ann Medley, PT, PhD, CEEAA
T. Boone Pickens Institute of Health Sciences- Dallas Center
5500 Southwestern Medical Ave.
Dallas, TX 75235
214-689-7700 Telephone
smedley@twu.edu Email

School of Social Work, Psychology and Philosophy:

Texas Woman's University
Division of Social Work
Attn: Dr. Ratonia Runnels, Ph.D.
P. O. Box 425887
Denton, TX 76204
940-898-2071 Telephone
rrunnels@twu.edu Email

School of the Sciences:

Texas Woman's University
Division of Biology
Attn: Juliet Spencer, Ph.D.
P. O. Box 425799
Denton, TX 76204
940-898-2351 Telephone
Jspencer7@twu.edu Email

EXHIBIT D
HOST AGENCY'S FACILITIES COVERED BY AGREEMENT

1. All Facilities _____
2. _____
3. _____
4. _____
5. _____
6. _____
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19. _____
20. _____

EXHIBIT E

PROGRAM SPECIFIC REQUIREMENTS

(This Exhibit E is only necessary if required by Host Agency or TWU)