

**MEMORANDUM OF UNDERSTANDING
EDUCATIONAL EXPERIENCE PROGRAM
(INTERNAL USE ONLY)**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), effective the [redacted] day of [redacted], 20[redacted], is between two departmental entities within The University of Texas at San Antonio, (“UTSA”): [redacted] (“Host Department”) and [redacted] (“Home Department”). The Host Department and Home Department are together referred to herein as the “Parties.”

Recitals

- A. Host Department is located at [redacted] [campus location/address].
- B. Home Department provides [redacted] [degree program] academic courses with respect to and desires to provide UTSA student(s) (“students”) in such courses with an educational experience by utilizing appropriate equipment, facilities and personnel of Host Department (“Program”).
- C. Host Department desires to cooperate with Home Department to establish and implement a Program involving the students and personnel of Home Department and the facilities and personnel of Host Department.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree that any Program established and implemented by the Parties during the term of this MOU shall be covered by and subject to the following terms and conditions.

- 1. **PROGRAM.** Host Department Supervisor and Home Department Supervisor will design an educational experience in a for-credit internship Program for students utilizing the personnel, equipment, and facilities of Host Department.
 - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of UTSA and with the standards of the accrediting entity for the school or division of UTSA in which the students are enrolled.
 - b. The Program will be reviewed periodically by the Host Department Supervisor and Home Department Supervisor and, when appropriate, will be revised to meet the UTSA curriculum requirements and the standards of the accrediting entity.
 - c. The educational experience for students in the Program will be an integral part of the services provided by Host Department and students will be under the direct supervision of Home Department personnel or Host Department personnel who are licensed or otherwise qualified to perform such services. It is critical that students in the Program are assigned challenging, specific, and measurable duties to fulfill.

2. **RESPONSIBILITY OF HOST DEPARTMENT.** Except for acts to be performed by Home Department pursuant to the provisions of this MOU, Host Department will furnish the premises, personnel, services, and all other items necessary for the educational experience specified herein. In connection with such Program, Host Department will:
- a. Permit the authority responsible for accreditation of UTSA's curriculum to inspect the facilities, services, and other items provided by Host Department for purposes of the educational experience and related accreditation process;
 - b. Assign appropriate space on Host Department premises for offices, lectures, and other non-experience related activities of the Program;
 - c. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program;
 - d. Obtain and maintain all licenses required for Host Department and assure that all Host Department personnel are appropriately licensed;
 - e. Assume responsibility for the supervision of student(s) during all times students are at the Host Department or at other locations at Host Department's request and supervision and quality control of patient, customer and client care;
 - f. Inform students and Home Department Supervisor concerning all rules and regulations of UTSA including the Handbook of Operating Procedures and Host Department procedures and set and enforce UTSA appropriate standards of conduct and professionalism;
 - g. Communicate to Home Department regarding how students perform and complete any evaluations and/or timesheets needed; and
 - h. Appoint faculty to serve for Host Department as supervisor ("Host Department Supervisor") by the following procedure:
 - (1) Host Department shall submit to Home Department the name and professional and academic credentials of the person proposed as Host Department Supervisor in writing prior to the date the appointment is to become effective.
 - (2) Home Department shall notify Host Department of Home Department's approval or disapproval of such person within 10 days after receipt of such notice. No person shall act as Host Department Supervisor without the prior written approval of Home Department.
 - (3) If the Host Department approved by Home Department later becomes unacceptable and Home Department so notifies Host Department in writing,

Host Department will appoint another person in accordance with the procedure outlined in this paragraph 2.h.

3. RESPONSIBILITIES OF HOME DEPARTMENT. Home Department will:

- a. Furnish Host Department with the names of the students assigned by Home Department to participate in the Program;
- b. Assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and
- c. Designate a member of the Home Department faculty (“Home Department Supervisor”) to coordinate the educational experience of students participating in the Program with the Host Department Supervisor. Home Department shall give Host Department written notice of the name of the Home Department Supervisor.
- d. Develop criteria for the evaluation of the performance of students participating in the Program and provide those criteria, with appropriate reporting forms, to the Host Department Supervisor who is responsible for supervising those students.
- e. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- f. Inform all students and personnel participating in the Program that they are required to comply with the rules and regulations of the Host Department and UTSA while on campus premises and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by UTSA and Host Department.
- g. Provide information requested by Host Department related to students participating in the Program unless prohibited by federal or state law.
- h. Remove a student from the Program when the Host Department determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by UTSA or the Host Department or threatens the safety of Host Department personnel or patients.

4. GENERAL PROVISIONS.

- a. UTSA is not responsible for student wages, transportation, meals, or insurance while participating in the Program.
- b. For all purposes of this Agreement and notwithstanding any provision to the contrary, students are not employees, partners, joint venturers, or agents of UTSA.

5. **NOTICES.** All notices under this Agreement must be in writing and delivered by email. Such notices shall be deemed given when received by such party's designated representative as follows:

Host Department:

Position Title: [REDACTED]
Address: [REDACTED]
Email: [REDACTED]

Home Department:

Position Title: [REDACTED]
Address: [REDACTED]
Email: [REDACTED]

10. **TERM AND EFFECTIVE DATE.** This Agreement will be effective once signed by the parties and continue in effect for five years unless terminated earlier ("Term") from [REDACTED] through [REDACTED].

[NOTE: IF THE HOST DEPARTMENT IS A COVERED ENTITY (SUCH AS STUDENT HEALTH SERVICES) THAT IS SUBJECT TO HIPAA, THEN THE FOLLOWING PARAGRAPH SHOULD BE INCLUDED. OTHERWISE, IT SHOULD BE DELETED FROM THE AGREEMENT. IF THERE WILL BE NO UNIVERSITY FACULTY GOING TO THE HOST DEPARTMENT WITH THE STUDENTS TO PROVIDE SUPERVISION AT THE HOST DEPARTMENT, ALL REFERENCES TO "UNIVERSITY FACULTY"--WHICH IS THE LANGUAGE IN BRACKETS--SHOULD BE DELETED FROM THIS SECTION 15.]

11. **HIPAA.** The parties agree that:

- a. the Host Department is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, of 1996 as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively, "HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Administrative Simplification Regulations");
- b. to the extent that University students are participating in the Program [] and University faculty members are providing supervision at the Host Department as part of the Program [], such students [] and faculty members [] shall:
 - (1) be considered part of the Host Department's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Host Department;
 - (2) receive training by the Host Department on, and subject to compliance with, all of Host Department's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
 - (3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through Program participation [] or a faculty member accessed through the provision of

supervision at the Host Department] that has not first been de-identified as provided in 45 CFR §164.514(a);

- c. University will never access or request to access any Protected Health Information held or collected by or on behalf of the Host Department, from a student [or faculty member] who is acting as a part of the Host Department’s workforce as set forth in paragraph 15.b. of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
- d. no services are being provided to the Host Department by the University pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

Executed on the date set forth below, the authorized representative of the Parties agree to all terms herein.

THE UNIVERSITY OF TEXAS AT SAN ANTONIO
By: _____ Heather Shipley, Ph.D. Provost and Executive Vice President of Academic Affairs Peter T. Flawn Chair
Date: _____