

**MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF SAN ANTONIO ON BEHALF OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT  
AND  
UNIVERSITY OF SOUTH ALABAMA**

This Memorandum of Agreement ("Agreement") is entered into by and between the City of San Antonio on behalf of the San Antonio Metropolitan Health District (hereinafter referred to as "City"), and the University of South Alabama, through its College of Nursing (hereinafter referred to as "University"), both of which may be referred to herein collectively as "the Parties."

**WHEREAS**, the purpose of University's undergraduate and graduate programs in nursing is to educate nursing students and nurses in areas of clinical specialization to contribute to the health and illness needs of clients, and University's students (individually, "Student" and collectively "Students") are required to complete an internship experience; and

**WHEREAS**, City is not required to accept any specified number of Students; rather, the number of Students to participate in the program will be determined jointly by City and University, based on need and availability; and

**NOW THEREFORE**, the Parties agree as follows:

**I. TERM**

1.1 Unless sooner terminated in accordance with the provisions herein, this Agreement will begin on \_\_\_\_\_, 2017, and remain in effect for an initial term of one (1) year, and will be automatically renewed for three additional terms, unless otherwise amended or terminated pursuant to the terms of this Agreement.

**II. PERFORMANCE BY THE PARTIES**

2.1 University agrees to only provide services related to the assignment of Students in University's graduate or undergraduate programs in clinical settings at City's Facilities, as approved by the City, and at the times approved by the City.

2.2 University further agrees to:

2.2.1 Only allow Students to participate in an internship at Facilities at times agreed upon by City and during the course of University's academic school year.

2.2.2 Ensure that all Students are under the supervision of a specified University Faculty member ("Faculty"), agreed upon by University and City, at all times while in Facilities, and appoint Faculty to serve as liaison(s) between University and City and advise City on appropriate tasks for Student(s). Faculty will not be on-site, but will be available by phone and e-mail.

2.2.3 Negotiate and come to an agreement with City, on a semester-to-semester basis, as to the specific areas of Student assignments, including how and which Students will be assigned, the Facilities to which assigned, the period of assignments, and the parameters of a Student assignment.

- 2.2.4 Provide City, as needed, with copies of course outlines, objectives, curriculum philosophy, and method of evaluation for Student(s).
- 2.2.5 Require all Students and Faculty assigned to a Facility to attend a mandatory general orientation to Facility prior to any Student assignment or activity.
- 2.2.6 Ensure that all Faculty and Students abide by all rules and regulations of the Facilities to which they are assigned.
- 2.2.7 Ensure Students and Faculty act in a professional manner at all times in Facilities.
- 2.2.8 Remove a Student or Faculty from the Facility when City determines that he or she has violated the rules, regulations, or policies of the City or a Facility, has disclosed confidential information, or has engaged in conduct that disrupts the Facility's activities or threatens the safety of City's staff or patients.
- 2.2.9 Be responsible for replacement of equipment that is broken or damaged due to the actions of Student or Faculty.
- 2.2.10 Require and ensure that all Students or Faculty involved in an internship or assignment in a Facility maintain personal major medical insurance and personal liability insurance. University must supply documentation of said insurance to City upon request.
- 2.2.11 Require that Students and Faculty be responsible for their own transportation, meals, and personal needs or expenses incurred in the performance of this Agreement. There will be no exchange of monies between University and City, or between City and Student or Faculty.
- 2.2.12 Provide HIPPA Privacy Training to all Students and Faculty prior to any assignment or training activity in City's Facilities.
- 2.2.13 Ensure through written agreement that Students and Faculty agree to accept legal and ethical responsibility to safeguard the privacy of all patients and clients and to protect confidentiality and security of all health information, and provide copies of said agreements to City upon request.
- 2.2.14 Ensure Students and Faculty have, and provide copies upon City's request, current criminal background checks.
- 2.2.15 Maintain Students' and, if applicable, Faculty's current immunization records for tetanus, diphtheria, measles (Rubeola), rubella, mumps, varicella, and hepatitis B vaccine series and documentation of annual negative Manitou skin test or chest x-rays on file at University, provide this information to City upon request, and not place or assign any Student or Faculty to a Facility without said immunizations.
- 2.2.16 Require Students to complete instruction in infection control practices and application, universal precautions, and fire and safety precautions prior to any assignment or activity at a Facility. Upon request, University shall provide all documentation related to this required instruction.
- 2.2.17 Require Students to maintain current CPR certification prior to and during any assignment or activity at Facilities. Upon request, University shall provide documentation of Students' CPR certification.

2.2.18 Provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in accordance with this Agreement. The determination made by City shall be final, binding, and conclusive on all Parties hereto. City shall have the right to terminate this Agreement, in accordance with Article V, in whole or in part, should University's performance not be satisfactory to City; however, City shall have no obligation to terminate.

2.2.19 Perform other related responsibilities as negotiated between the parties.

2.3 City agrees to:

2.3.1 Identify a City staff liaison to communicate with University regarding student assignments and conduct.

2.3.2 Work with University to negotiate each Facility's needs and availability for Student assignment.

2.3.3 Provide an orientation to the Facility prior to any Student or Faculty assignment start date.

2.3.4 Provide to University, Students, and Faculty the City's and Facility's rules and policies.

2.3.5 Afford each Student assigned to a Facility by the University the opportunity for an educational experience, unless this participation by Student would not be in the best interest of the City or patients.

2.3.6 Ensure a staff member supervises Students or Faculty while at the Facility, and signs off, if necessary, to validate Students' attendance. The staff member will not be responsible for the training of the Student.

2.3.7 Perform other related duties as negotiated between the parties.

### **III. CONFIDENTIALITY**

3.1 Students assigned by UNIVERSITY to any Facility shall acknowledge that during the term of this Agreement, they may have access to confidential information, and in accordance therewith, shall conform to all local, state and federal rules and regulations pertaining to confidentiality including but not limited to, the Health Insurance Portability and Accountability Act, and implementing regulations issued pursuant thereto. University shall ensure that its Students and Faculty acknowledge, agree, and conform with said requirements, maintain the confidentiality of records of the City and of any patient served as a result of this Agreement, and require Students and Faculty to execute a Confidentiality Agreement, a copy of which is attached hereto and incorporated herein for all purposes as Attachment I.

3.2 University and its faculty and Students agree to keep strictly confidential and hold in trust all confidential information of City and its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the City unless otherwise required by law. Unauthorized disclosure of confidential information shall be a material breach or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement at the discretion of the City. Any breach of confidentiality by a Student or Faculty with regard to patient health information and/ or patient records is the responsibility of the Student or Faculty.

#### IV. RECORDS AND RETENTION

4.1 Access to records related to, or generated as a result of, this Agreement shall be limited to CITY, UNIVERSITY and the duly authorized representative of each.

#### V. TERMINATION

5.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article I, or earlier termination pursuant to any of the provisions hereof, upon which University shall cease all operations of Students in the Facilities.

5.2 The parties agree that either party may terminate this Agreement upon giving thirty (30) days written notice, provided in accordance with Article VI, to the other party.

#### VI. COMMUNICATION

6.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and emailed or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

C. Junda Woo  
Medical Director  
San Antonio Metropolitan Health District  
111 Soledad, Suite 1000  
San Antonio, TX 78205

UNIVERSITY

University of South Alabama  
College of Nursing  
Attn: Assistant Dean for Clinical Affairs  
5721 USA Drive N. HAHN 3061  
Mobile, AL 36688

Notice of changes of address by either party must be made in writing and delivered to the other party's last known address within five (5) business days of the change.

#### VII. INSURANCE & INDEMNIFICATION

7.1 UNIVERSITY and the CITY acknowledge the City is a political subdivision of the State of Texas and is subject to comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, Section 101.001 *et. Seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. University and City acknowledge that University is a public corporation and instrumentality of the State of Alabama and as such is immune from suit pursuant to Article 1, Section 14, Constitution of Alabama 1901.

7.2 Students or Faculty assigned by University to a Facility as a result of this Agreement shall execute a Release and Indemnification Form, attached hereto and incorporated herein for all purposes as Attachment II.

7.3 The UNIVERSITY and the CITY shall maintain a commercial insurance or a self-insurance fund for liability claims and causes of action to meet their statutory obligations for their employees' acts, negligence and/or malpractice. The UNIVERSITY shall maintain professional liability coverage for liability claims and causes of

action to meet its statutory obligations for its students' acts, negligence and/or malpractice in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

#### **VIII. ASSIGNMENT AND SUBCONTRACTING**

8.1 University shall only assign qualified University Students and Faculty as may be necessary to complete an assignment. University may not delegate the performance of its responsibilities under this Agreement.

#### **IX. INDEPENDENT CONTRACTOR**

9.1 The parties agree that neither is an officer, agent, servant or employee of the other, that nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and University, and that neither party has the authority to bind the other.

9.2 Further, each party shall be responsible for the acts and omissions of its Students, Faculty, officers, agents, employees, contractors, subcontractors and consultants, and neither party shall be liable for any claims which may be asserted by any third party occurring in connection with any action or service performed by the other party under this Agreement.

#### **X. NONDISCRIMINATION POLICY**

10.1 As a party to this Agreement, University understands and agrees to comply with the *Non-Discrimination Policy* of the City contained in Chapter 2, Article X of the City Code and further, neither it nor its Students shall discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Additionally, University agrees to abide by all applicable provisions of San Antonio City Code Section 2-8, as amended. University agrees to be bound by the foregoing only to the extent that such provisions are consistent with Alabama law and federal laws applicable to the University.

#### **XI. AMENDMENTS**

11.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected only by written amendment, executed by authorized representatives of both City and University.

#### **XII. COMPLIANCE**

12.1 University shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

12.2 University agrees to provide services in compliance with all applicable City policies and procedures, as may be required by the City to the extent such policies and procedures are consistent with Alabama law.

12.3 University further agrees to comply with all appropriate Federal, State and local licensing or certification requirements, if applicable, and certifies that University's employees, Students, and any other person designated

or assigned to perform an internship or oversee a Student, has the requisite training, license and/or certification to provide the services specified, herein.

**XIII. LEGAL AUTHORITY**

13.1 Each party represents and certifies that the person signing on its behalf is fully authorized by such party to execute this Agreement on its behalf and has authority to bind such party to all of the terms, conditions, provisions and obligations herein contained.

**XIV. ENTIRE AGREEMENT**

14.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XI.

**XV. DEBARMENT**

15.1 The parties represent that neither party nor their respective staff members and/or employees have been debarred from participating in a third party payor program or local state or federal governmental entity, including but not limited to Medicare and/or Medicaid. Failure to maintain this status may be grounds for immediate termination of this agreement.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the EFFECTIVE DATE.

**CITY OF SAN ANTONIO:**

**University of South Alabama**

\_\_\_\_\_  
Paul Fenstermacher, MBA, MIS  
Director of Operations

*Tracey L. Taylor* 8/12/2018  
\_\_\_\_\_  
Tracey L. Taylor, DNP, ACNP-BC, RN  
Assistant Dean for Clinical Affairs

For: Colleen M. Bridger, MPH, PhD  
Director  
San Antonio Metropolitan Health District

*Robert K. Davis*  
\_\_\_\_\_  
Robert K. Davis 2/16/18  
University Treasurer

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
City Attorney

**Attachment I**

**City of San Antonio  
San Antonio Metropolitan Health District**

**CONFIDENTIALITY AGREEMENT**

WHEREAS, the City of San Antonio ("CITY") consents and agrees to permit the undersigned (hereinafter referred to as "ASSIGNED"), to participate in an internship assignment ("ASSIGNMENT") with the San Antonio Metropolitan Health District ("Metro Health") subject to the adherence of the ASSIGNED to any provisions set out in the rules and regulations of the City and Metro Health.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement the ASSIGNED agrees to:

1. Use authorized access to confidential and proprietary information only in the performance of the responsibilities of the ASSIGNMENT with the City and Metro Health.
2. Comply with all controls established by the City and Metro Health regarding the use of confidential and proprietary information maintained by the City and Metro Health.
3. Avoid disclosure of confidential information to unauthorized persons without the appropriate consent of Metro Health or except as permitted under applicable City or Metro Health policy and/or Federal or State law. The ASSIGNED understands and agrees that his/her obligation to avoid such disclosure will continue even after termination of the ASSIGNMENT.
4. Exercise care to protect confidential and proprietary information against accidental or unauthorized access, modifications, disclosures, or destruction.
5. Exercise care to keep conversations private and not overheard by others who are not authorized to have access to such information when discussing confidential information with others in the course of the ASSIGNMENT.
6. Not make use of any of such confidential and proprietary information for his/her own purposes or for the benefit of anyone other than the City or Metro Health.
7. Deliver promptly to Metro Health, upon completion of the ASSIGNMENT, any documents (and all copies thereof) constituting or relating to such confidential and proprietary information, which the ASSIGNED may have in their possession.
8. Comply with all applicable Metro Health confidentiality policies and procedures, as well as federal and state confidentiality statutes including, but not limited to the Health Insurance Portability Accountability Act (HIPAA) in order to maintain and safeguard Metro Health and patients' privacy of protected health information.

The ASSIGNED understands that any violation of this Agreement or Metro Health policies related to the appropriate release or disclosure of information may result in one or more sanctions including immediate termination of the ASSIGNED's access to confidential information, dismissal from the ASSIGNMENT, criminal penalties, or civil liability.

In making this Agreement, the ASSIGNED relies wholly upon his/her own judgment, belief and knowledge and has not been influenced to any extent whatsoever by any representations or statements not contained in this Agreement.

\_\_\_\_\_  
Signature/the ASSIGNED

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
School

**Attachment II**

**City of San Antonio  
San Antonio Metropolitan Health District**

**AGREEMENT INCLUDING RELEASE**

WHEREAS, the City of San Antonio ("CITY") consents and agrees to permit the undersigned (hereinafter referred to as the "ASSIGNED"), to participate in an internship assignment ("ASSIGNMENT") with the San Antonio Metropolitan Health District ("Metro Health"), subject to the adherence of the ASSIGNED to any provisions set out in the rules and regulations of the City and San Antonio Metropolitan Health District.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement, the CITY and the ASSIGNED agree that the CITY, its agents or employees, shall not be liable or responsible for, and shall be SAVED, HELD HARMLESS, and RELEASED by the ASSIGNED from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, and attorney fees for injury or death to any person, or injury to any property received or sustained by any person or persons or property arising out of, or occasioned by, directly or indirectly, the participation of the ASSIGNED in the ASSIGNMENT, including claims and damages arising in whole or in part from the negligence of the CITY, its agents or employees.

It is understood and agreed that the ASSIGNED will participate solely as an individual on a voluntary basis and not as an employee, contractor or agent of the CITY or its agents or employees. Individuals who are employed by CITY acknowledge that their participation in the ASSIGNMENT is outside the scope of their employment and is performed on a voluntary basis only.

The ASSIGNED is responsible for his/her own transportation. The ASSIGNED hereby releases and authorizes the use of photographs taken of the ASSIGNED by the CITY for the purpose of developing public information materials, but retains the authority to advise the media of whether or not they will agree to pictures or publication of their participation.

The ASSIGNED hereby assumes full and complete responsibility for any injury, illness or accident which may occur during their participation in this ASSIGNMENT or while on the premises of the CITY and hereby agree to RELEASE, HOLD HARMLESS and COVENANT NOT TO FILE SUIT against the CITY for any loss, liability or claim they may have arising out of participation in this ASSIGNMENT, including for personal injury or damage suffered.

In making this Agreement, the ASSIGNED relies wholly upon his/her own judgment, belief and knowledge and has not been influenced to any extent whatsoever by any representations or statements not contained in this Agreement

- I am OVER 17 years old
- I am UNDER 17 years old\*

\_\_\_\_\_  
**ASSIGNED'S NAME PRINTED**

\_\_\_\_\_  
**ASSIGNED'S SIGNATURE**

\_\_\_\_\_  
**FULL ADDRESS, including zip code**

\_\_\_\_\_  
**TELEPHONE NUMBER**

\_\_\_\_\_  
**EMERGENCY CONTACT NUMBER**

\_\_\_\_\_  
**PARENT'S NAME PRINTED**

\_\_\_\_\_  
**PARENT'S SIGNATURE**

\*(IF MINOR:)