

**FORT BEND COUNTY FY 2010  
COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

**Date Submitted:** November 17, 2009

**Submitted By:** Jean N. Galloway, MD

**Department:** Health & Human Services

**Court Agenda Date:** November 24, 2009

**Phone Number:** 281-238-3589

Approve and sign MOU (Memorandum of Understanding) between Fort Bend County and Walden University to complete their practicum experience with Health & Human Services. Each student will also complete a release of liability before beginning the practicum.

**RENEWAL AGREEMENT/APPOINTMENT**

**YES**

☐

**NO**

☒

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:**

**YES**

☒

**NO**

☐

**List Supporting Documents Attached:** *MOU*

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:**

**YES**

☐

**NO**

☒

**FUNDNG SOURCE:**

**Accounting Unit: Account Number:  
Activity (If Applicable):**

**DESCRIPTION OF LAWSON ACCOUNT:**

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

**Original Form Submitted with back up to County Judge's Office** ☒ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

**COUNTY JUDGE**

**RECEIVED**

**NOV 18 2009**

**Special Handling Requested (specify):**

1130-04 2 origs. ret. to Jean Galloway at Health

# **Walden University**

155 Fifth Avenue South, Suite 100, Minneapolis, MN 55401

Phone: 800-925-3368 Fax: 612-338-5092

Accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools.

## **MASTER OF PUBLIC HEALTH PROGRAM MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding defines the respective responsibilities of the Walden University School of Health Sciences (hereinafter "Walden University") and Fort Bend County (hereinafter "Field Agency") regarding student practicum/internship placements.

Walden University is committed to the policy that all persons shall have equal access to its programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, veteran status, sexual orientation, or other protected status.

In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363, by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by Executive Order 11246, as amended; 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

Inquiries regarding compliance may be directed to the Program Director of the Master in Public Health Program.

### **Introduction**

The purpose of the Master of Public Health (MPH) curriculum and educational program is to provide students with the opportunity to develop competence in professional practice in the foundation areas identified by the Council on Education for Public Health (biostatistics, epidemiology, environmental health sciences, health services administration, and social and behavioral sciences), and also to develop a respect for and commitment to continued professional knowledge.

The field instruction experience that each student receives through her/his internships is a critical educational component of the MPH program. The School of Health Sciences views the field placement experience as a mutual sharing of responsibility among the student, field placement instructor and the field faculty liaison (practicum seminar instructor).

### **Definition of Key Terms**

*Field Agency:* Primary setting, location, or institution where the student's field placement occurs or is promulgated.

*Agency Administrator:* The Agency administrator is an employee of the Field Agency, and has the authority to enter into a legal contract with Walden University.

*Agency Preceptor:* The agency Preceptor is an employee of, and serves as the primary supervisor for the student at, the agency/field site.

*Practicum Instructor:* A School of Health Sciences faculty member who is assigned as the educational liaison with the student, the agency supervisor, and other appropriate field placement agency personnel.

*MPH Practicum Coordinator:* A School of Health Sciences faculty member who provides oversight and administration of the MPH practicum experience.

*Student:* An individual who is enrolled in the School of Health Sciences' Master of Public Health program at Walden University.

### **University Responsibilities**

1. Plan and execute an educational program with the field agency for selected students of the MPH program, including administration, curriculum, content, and the requirements for progress and completion.
2. Provide the field agency information regarding academic requirements for the field placement, including the number of hours students are to be at the field placement site, and the University academic calendar.
3. Provide orientation to the MPH program to the Agency Preceptor and other agency staff prior to the placement of the students.
4. Approval of the student Learning Contract and verification that the student has met the required performance standards during the placement period.
5. Provide a Practicum Instructor to serve as the educational supervisor of the student and consultant to appropriate agency personnel, agency supervisor, and student in seeking opportunities for enriched learning experiences for the student.
6. Evaluation of the field experience with the Agency Preceptor, Practicum Instructor, student, and other agency personnel as appropriate.
7. Consultation to the student and Agency Preceptor as needed or requested in order to resolve conflict or mediate differences.
8. Consultation to the School of Health Sciences Master's Programs in Public Health Faculty Chair, the Practicum Coordinator, the Practicum Instructor, the student, and Agency Preceptor about the possible change or termination of placement.
9. Require students to purchase professional liability insurance. The School of Health Sciences will require the student to provide the field agency with proof of said insurance at the field agency's request.
10. Require all faculty and students utilizing field agent facilities to sign a Release of Liability that fully releases Field Agency of any and all future claims with respect to illness or injuries sustained while engaged in activities pursuant to this agreement.

Walden University will provide Field Agency with original signed Releases of Liability before faculty or students may access the facilities.

11. Ensure that both students and faculty comply with all applicable rules and regulations of the field agency, including the policies and procedures regarding research related to human subjects.
12. Require faculty to comply with all applicable State and Federal laws and regulations, including those pertaining to the confidentiality of all information that may come to them with regard to client and facility records.
13. Assure the field agency that students have met the necessary MPH program curricular requirements prior to beginning their field placement.
14. The School of Health Sciences and the field agency will provide a process for formally reviewing the field practicum progress of any student who becomes ill or otherwise incapacitated during the field placement period to the extent that it prevents a student from completing the internship.
15. Withdraw from the field placement any student whose health or conduct, in the judgment of the Practicum Instructor and Agency Preceptor, poses a threat to clients, employees, the public or property. If the Practicum Instructor is not immediately available, the Agency Preceptor shall remove the student until she/he can consult with the Practicum Instructor. If reinstatement of the student becomes a question, it shall be addressed through a conference between Agency Preceptor, Practicum Instructor, and, when appropriate, the student. In all cases the decision of the Agency Preceptor or agency director shall be final.
16. Keep all records and reports on students' field placement experiences.
17. Advise students that they are responsible for providing the field agency and School of Health Sciences with any personal health certifications necessary to undertake the field practicum.
18. Inform all faculty and students that they are not employees of Fort Bend County and have no claim against Field Agency for any employment benefits. All services provided pursuant to this agreement will be provided at no cost to Field Agency. The salaries and expenses of any faculty member and/or staff of Walden University will be paid by Walden University.
19. The School of Health Sciences shall familiarize its students, Practicum Instructors, and Agency Preceptors of the University's *Code of Conduct*, and advise its students from bringing into the field placement site any weapon, dangerous instrument, or illegal substance. Whenever a violation of the *Code of Conduct* is identified, the University will take prompt and appropriate corrective action consistent with its policy.
20. WALDEN UNIVERSITY AGREES TO AND SHALL HOLD HARMLESS THE FIELD AGENCY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND INCLUDING ALL

EXPENSES OF LITIGATION, COURT COSTS, ATTORNEY'S FEES, BODILY INJURY, SICKNESS, DISEASE, OR DEATH ARISING FROM OR WHICH MAY BE ALLEGED TO ARISE FROM THE USE OF THE FIELD AGENCY'S FACILITIES BY WALDEN UNIVERSITY'S STUDENTS, FACULTY, AND/OR STAFF PURSUANT TO THIS AGREEMENT.

**Field Agency Responsibilities**

1. By the deadline in the timeline provided by the University, the field agency will provide copies of any applicable federal, state, city, or county licenses of operation (if applicable) to the School of Health Sciences. If the field agency is an official arm of a federal, state, city, or county agency or department and therefore regulates its own activities, the field agency will not need to provide any license of operation.

A curriculum vitae or resume of the field supervisor's skills, expertise, and educational background is also required.

2. Ensure adequate workspace for the student, including a suitable desk, phone, etc. Also insuring private space for student supervision.
3. Permit the use of instructional resources such as the library, procedure manuals, and client records.
4. Development of a Learning Agreement, in conjunction with the student, to be submitted to the Field Education Coordinator on the date specified by the School of Health Sciences. This document must be approved and signed by the Agency Preceptor, the student, and the Practicum Coordinator.
5. Clear identification of agency policies and procedures within which the student is expected to operate, including provision of an organizational chart and a written description of the student orientation that will be provided by the agency.
6. Provide consistent opportunities for educational supervision and consultation by the Agency Preceptor, and to be available to the student as needed. One hour of supervision must be provided for every 15 hours worked, and may not be delegated.
7. Monitoring of all assignments by offering appropriate direction, coordination and availability for consultation sessions designed to enhance the student's learning and performance.
8. Monitoring of the student's performance by requiring accountability for practice behaviors while in the field placement.
9. Completion, with the student, of all written evaluations of the student, to be submitted, along with a recommended field placement performance grade, to the School of Health Sciences' Practicum Instructor.
10. Participation with the Practicum Instructor and the student in meetings or consultative sessions held via audio conference. A minimum of one meeting will be held during the student's practicum during the placement, and is arranged by the student.

11. Notification to the student's Practicum Instructor of any difficulties encountered in the placement experience in which consultation with either or both of them might be helpful.


**The Field Agency and Walden University agree that:**

Any problem related to the operation and administration of the field placement practicum not provided for in this agreement or any question relative to an interpretation of this agreement will be discussed by the Agency Preceptor and Practicum Instructor. If further clarification or resolution is needed, they shall refer the problem or issue to the Practicum Coordinator, MPH Program Director, or their designated representatives for final action.

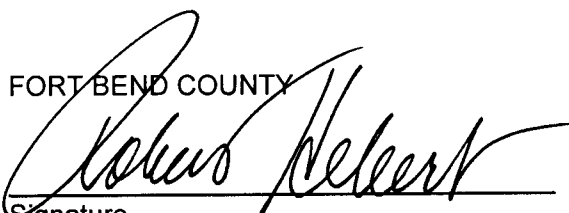
The original term of this agreement will begin upon execution by both parties and end September 1, 2010. Thereafter, this agreement shall automatically renew on an annual basis unless 30 days written notice of intent to terminate is given by either party to the agreement.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this contract.

WALDEN UNIVERSITY

  
Signature  
Authorized Agent

FORT BEND COUNTY

  
Signature  
Robert E. Hebert  
County Judge

11 / 08 / 2009  
Date

11-24-09  
Date

ATTEST

  
  
  
Dianne Wilson, County Clerk