

UTSA EDUCATIONAL EXPERIENCE AGREEMENT

THIS AGREEMENT, effective the [redacted] day of [redacted], 20 [redacted] (the “Effective Date”) is between The University of Texas at San Antonio (“UTSA”), a component institution of The University of Texas System (“System”), and [redacted] (“Facility”), a [redacted] [description of legal entity: corporation, partnership, institution, state agency, etc] [redacted] having its principal office at [redacted], State of [redacted] (each a “Party” and collectively the “Parties”).

Recitals

- A. Facility operates facilities located at [redacted] in the City of [redacted], State of [redacted], and therein provides [redacted] services.
- B. UTSA provides academic courses to students and periodically desires to provide students in such courses with an educational experience by utilizing facilities and personnel of third parties (“Program”).
- C. The Parties intend to cooperate to establish one or more Programs involving the students, and personnel of both UTSA and Facility.

Agreement

In consideration of the mutual promises herein, UTSA and Facility agree that Programs implemented by the Parties during the term of this Agreement shall be covered by and subject to the following terms and conditions.

1. **PROGRAM.** Facility Liaison (as defined in Section 2.g hereof) and UTSA Representative (as defined in Section 3.b hereof) will design an educational experience in a for-credit internship Program. If the Program meets the qualifications for a cooperative academic arrangement as defined by the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”), then additional requirements may apply for UTSA students utilizing the personnel, equipment, and facilities of Facility.
 - a. If the Program is defined as a cooperative academic arrangement per SACSCOC definitions, then the UTSA Representative will obtain required SACSCOC approvals in connection with the Program. UTSA Representative will periodically review the Program to ensure compliance with SACSCOC principles. If necessary, Facility Liaison will assist UTSA Representative with review of Program to ensure SACSCOC compliance.
 - b. The students in the Program are to be assigned challenging, specific, and measurable duties to fulfill, which will be an integral part of the services provided by Facility. Students will be under the direct supervision of UTSA personnel or Facility personnel who are licensed or otherwise qualified to perform such services.
 - c. Facility Liaison and UTSA Representative have designed an educational experience, pursuant to the terms and conditions of this Agreement, for UTSA students utilizing the personnel, equipment, and facilities of Facility. The Facility will provide training to students, which may include clinical and hands-on experience, resulting in significant educational benefits to them, and shall complement, rather than displace, the work of paid employees of the Facility. The educational experience at the Facility is described as follows:

[insert degree type, college name and Program description]

Facility Liaison and UTSA Representative may choose to coordinate additional detailed activities as agreed to in writing.

- d. Additional Programs may be documented in amendments to this Agreement (“Amendment to Agreement”). Each Amendment to Agreement shall be separately enforceable as a complete and independent agreement subject only to the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Amendment to Agreement, the terms of this Agreement will control. The termination of this Agreement will not affect any Amendment to Agreement executed prior to the effective date of such termination.

2. RESPONSIBILITY OF FACILITY. Facility will furnish the premises, personnel, services, and other items necessary for the Program. and will, if appropriate and applicable to the Program:

- a. Assign space on Facility premises for offices, lectures, and other non-experience related activities of the Program, as necessary;
- b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program;
- c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed;
- d. Assume sole responsibility for the supervision of student(s) during all times students are at the Facility or at other locations at Facility’s request, and supervision and quality control of patient, customer and client care;
- e. Provide orientation sessions to inform UTSA students and personnel concerning the rules and regulations of Facility and set and enforce Facility-appropriate standards of professionalism;
- f. Communicate to UTSA regarding how students perform and complete any evaluations and/or timesheets needed; and
- g. Appoint a person to serve for Facility as liaison (“Facility Liaison”) by submitting to UTSA the name and professional and academic credentials of the proposed Facility Liaison in writing, prior to the date the appointment is to become effective. No person shall act as Facility Liaison without the prior written approval of UTSA. If the approved Facility Liaison later becomes unacceptable and UTSA notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph.

3. RESPONSIBILITIES OF UTSA. UTSA will, if appropriate and applicable to the Program:

- a. Assign only those students who have satisfactorily completed UTSA curriculum prerequisites to Program participation, and furnish Facility with the names of such students;
- b. Designate a member of the UTSA faculty (“UTSA Representative”) to coordinate the educational experience with the Facility Liaison. UTSA will give Facility written notice of the name of the UTSA Representative;
- c. Develop and provide student performance reporting forms to the Facility personnel and UTSA personnel who are responsible for supervising those students. Forms will be used for the purposes of evaluation and assigning grades;

- d. Inform students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility; and
- e. Remove a student from the Program when the Facility 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 the Facility or threatens the safety of Facility personnel or patients.

4. GENERAL PROVISIONS.

- a. The Parties are not responsible for student wages, transportation, meals, or insurance while participating in the Program.
- b. The Parties will comply with all applicable federal, state, and local laws, ordinances, and regulations and with all applicable requirements of any accreditation authority in the performance of this Agreement. In the event of a student complaint, Facility agrees to cooperate in any UTSA investigation and/or conduct its own investigation. UTSA may request that such investigation or compliance be confirmed in writing.
- c. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- d. For all purposes of this Agreement and notwithstanding any provision to the contrary, the Parties hereto are independent contractors and Facility and students are not employees, partners, joint venturers, or agents of UTSA. This agreement does not confer any remedies or rights upon any individual other than the Parties.

5. NOTICES. All notices under this Agreement must be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such Party’s designated representative as follows:

Facility:

UTSA:

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

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

- 6. ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Facility, UTSA, or System shall affect or modify any obligations of either Party under this Agreement.
- 7. AMENDMENT TO AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each Party.
- 8. ASSIGNMENT.** This Agreement may not be assigned by either Party without prior written approval of the other Party.

9. **PERFORMANCE.** A delay in or failure of performance of either Party that is caused by occurrences beyond the control of either Party shall not constitute default hereunder, or give rise to any claim for damages.
10. **TERM AND EFFECTIVE DATE.** This Agreement will be effective upon the Effective Date and continue in effect for five years unless terminated earlier (“Term”). Either Party may terminate this Agreement by providing 180 days written notice of intention to terminate. The Agreement shall terminate: (a) at the end of such 180 days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective Program coursework, whichever event occurs last.
11. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas. Venue shall be in Bexar County in the state of Texas.
12. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), UTSA hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
13. **INDEMNIFICATION.** To the extent authorized under the Constitution and laws of the State of Texas, UTSA shall hold Facility harmless from liability resulting from UTSA’s acts or omissions within the terms of this Agreement; provided, however, UTSA shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to UTSA’s supervision or control.
14. **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UTSA (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UTSA’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UTSA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

NOTE: IF THE FACILITY IS A COVERED ENTITY THAT IS SUBJECT TO HIPAA THE FOLLOWING PARAGRAPH SHOULD BE INCLUDED. OTHERWISE, IT SHOULD BE DELETED FROM THE AGREEMENT. (IF THERE WILL BE NO UNIVERSITY FACULTY GOING TO THE FACILITY WITH THE STUDENTS TO PROVIDE SUPERVISION AT THE FACILITY, ALL REFERENCES TO “UNIVERSITY FACULTY”--WHICH IS THE LANGUAGE IN BRACKETS--SHOULD BE DELETED FROM THIS SECTION 15).

15. **HIPAA.** The parties agree that:
 - a. the Facility 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 UTSA students are participating in the Program [] and UTSA faculty members are providing supervision at the Facility as part of the Program [], such students [] and faculty members [] shall:
 - (1) be considered part of the Facility’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Facility;
 - (2) receive training by the Facility on, and subject to compliance with, all of Facility’s privacy policies adopted pursuant to the HIPAA Administrative Simplification Regulations; and
 - (3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to UTSA which a student accessed through Program participation [] or a faculty member accessed through the provision of supervision at the Facility [] that has not first been de-identified as provided in 45 CFR §164.514(a);
- c. UTSA will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student [] or faculty member [] who is acting as a part of the Facility’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 Facility by the UTSA 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.

UTSA:

FACILITY:

By: _____

By: _____

Heather Shipley, Ph.D.
Provost and Executive Vice President for
Academic Affairs
Peter T. Flawn Chair

Date: _____

Date: _____