



## ASSIGNMENT, ASSUMPTION AGREEMENT

This **Assignment and Assumption** ("**Agreement**") is dated effective as of **September 1, 2015** ("**Effective Date**"), and is entered into by and between **The University of Texas Pan American** ("**Assignor**"), an agency and institution of higher education authorized under the laws of the State of Texas, **The University of Texas Rio Grande Valley** ("**Assignee**"), an agency and institution of higher education authorized under the laws of the State of Texas, and **Hidalgo County WIC Program** ("**Facility**") [insert, as applicable, "an agency of the State of Texas" or other descriptor].

Assignor and Facility entered into a certain **Educational Expirience and Program Agreement** ("**Original Agreement/Assigned Agreement**") dated [effective] **3/2/2007** under which Facility affords Assignor the opportunity to assign students enrolled in a degree program offered by Assignor to the Facility in order to receive supervised experience in connection with the degree program.

The Original Agreement [including any exhibits or appendices and any valid amendments to the Original Agreement] is [are collectively] referred to as the "**Assigned Agreement**".]

Assignee is a new university authorized by the laws of the State of Texas and is a part of The University of Texas System. Assignor is a university that is part of The University of Texas System which is now winding down its activities due to the opening of Assignee.

Assignor now desires to assign all of its rights, title and interest in the Assigned Agreement and delegate all of its obligations under, or arising in connection with, the Assigned Agreement to Assignee.

Assignee desires to accept the assignment, and Facility desires to consent to the assignment of the Agreement.

Now, therefore, Assignor, Assignee and Facility agree as follows:

2751. Assignor assigns, transfers and delivers to Assignee the Assigned Agreement, together with all of Assignor's rights, title, interests, benefits and privileges and all of Assignor's duties, liabilities and obligations under, or arising in connection with, the Assigned Agreement.
2752. Assignee assumes all of Assignor's rights, title, interests, benefits and privileges under, or arising in connection with, the Assigned Agreement. Assignee agrees to pay or perform, or to cause to be paid or performed, and otherwise to discharge or cause to be discharged, all of Assignor's duties, liabilities and obligations under, or arising in connection with, the Assigned Agreement.
2753. Facility consents to the assignment of the Assigned Agreement by Assignor to Assignee and to all of the terms and conditions of this Agreement and will look solely to the Assignee for the performance of the Assigned Agreement.

2754. Assignor and Facility represent and warrant that (a) the Assigned Agreement is in full force and effect, (b) there are no existing conditions or state of facts that constitute a default under the Assigned Agreement by either Assignor or Facility, or which by notice or passage of time would constitute a default under the Assigned Agreement, (c) the Assigned Agreement has not been amended, modified, supplemented or superseded [except as set forth in the attached Original Agreement ], and (d) a true and correct copy of the Assigned Agreement is attached to this Agreement as **Exhibit A** and incorporated for all purposes.
2755. Except as provided in this Agreement, all terms used in this Agreement that are not otherwise defined will have the respective meanings ascribed to such terms in the Assigned Agreement.
2756. This Agreement will be binding on Assignor, Assignee and Facility and their respective successors and assigns.
2757. This Agreement may be modified or amended only by a writing signed by the parties to be bound.
2758. This Agreement embodies the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, consents and understandings relating to the subject matter of this Agreement.
2759. Except as specifically provided in this Agreement, all of the terms, provisions, requirements and specifications contained in the Assigned Agreement remain in full force and effect. Except as otherwise expressly provided in this Agreement, the parties do not intend to, and the execution of this Agreement will not, in any manner impair the Assigned Agreement, the purpose of this Agreement being simply to assign the Assigned Agreement, extend the termination date of the Assigned Agreement and to ratify, confirm and carry forward the Assigned Agreement, as hereby assigned and extended, in full force and effect.
2760. THIS AGREEMENT WILL BE INTERPRETED TO ENSURE THAT ASSIGNEE AND FACILITY REMAIN IN COMPLIANCE WITH ALL APPLICABLE LAWS.



## ASSIGNMENT, ASSUMPTION AGREEMENT

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Assignor and Facility entered into a certain Educational Experience and Program Agreement ("**Original Agreement/Assigned Agreement**") dated [effective] 3/2/2007 under which Facility affords Assignor the opportunity to assign students enrolled in a degree program offered by Assignor to the Facility in order to receive supervised experience in connection with the degree program.

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2755. Except as provided in this Agreement, all terms used in this Agreement that are not otherwise defined will have the respective meanings ascribed to such terms in the Assigned Agreement.
2756. This Agreement will be binding on Assignor, Assignee and Facility and their respective successors and assigns.
2757. This Agreement may be modified or amended only by a writing signed by the parties to be bound.
2758. This Agreement embodies the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, consents and understandings relating to the subject matter of this Agreement.
2759. Except as specifically provided in this Agreement, all of the terms, provisions, requirements and specifications contained in the Assigned Agreement remain in full force and effect. Except as otherwise expressly provided in this Agreement, the parties do not intend to, and the execution of this Agreement will not, in any manner impair the Assigned Agreement, the purpose of this Agreement being simply to assign the Assigned Agreement, extend the termination date of the Assigned Agreement and to ratify, confirm and carry forward the Assigned Agreement, as hereby assigned and extended, in full force and effect.
2760. THIS AGREEMENT WILL BE INTERPRETED TO ENSURE THAT ASSIGNEE AND FACILITY REMAIN IN COMPLIANCE WITH ALL APPLICABLE LAWS.



# EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

MAR 02 2007

THIS AGREEMENT, effective the \_\_\_\_ day of \_\_\_\_\_, 200\_, is between The University of Texas Pan American, ("University"), a component institution of The University of Texas System, ("System"), and Hidalgo County WIC Program ("Facility"), a health care provider having its principal office at 3105 W. University Drive State of Texas.

WHEREAS, Facility operates facilities located at 3105 W. University Drive in the City of Edinburg, State of Texas, and therein provides clinical settings services;

WHEREAS, University provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program"); and

WHEREAS, Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

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

1. **Program Agreement:** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.
2. **Conflict:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
3. **Amendment of Program Agreement:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.
4. **Responsibility of Facility:** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:

(a) comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

(b) permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and

(c) appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

1. Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;

2. University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;

3. No person shall act as Facility Liaison without the prior written approval of University;

4. In the event the Facility Liaison approved by University later becomes unacceptable and university so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in paragraph 4 (c).

**5. Responsibilities of University:** University will:

(a) furnish Facility with the names of the students assigned by University 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 University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.

**6. Notices:** All notices under this Agreement or a Program Agreement shall 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.

**7. Oral Representations:** No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

8. **Amendment to Agreement:** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

9. **Assignment:** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.

10. **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.

11. **Term and Effective Date:** This Agreement shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph ("Term"). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other one hundred eighty (180) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such one hundred eighty (180) days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

12. **Applicable Law:** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.

13. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate 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.

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

(a) the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");

(b) to the extent that University students are participating in the Program [and University 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 §164.103, 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 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 Facility] 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 Facility, from a student [or faculty member] who is acting as a part of the Facility's workforce as set forth in Section 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 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.

FACILITY

By: Norma L Longenecker  
(Name)

WIC Director  
(Title)

2-22-07  
(Date)

UNIVERSITY

By: James R Langobee  
(Name)

Vice President of Business Affairs  
(Title)

3/2/07  
(Date)

**COLLEGE OF HEALTH SCIENCES AND HUMAN SERVICES  
PROGRAM AGREEMENT**

**WHEREAS**, The University of Texas Pan American ("University") and Hidalgo County WIC Program ("Facility") have previously executed an Affiliation Agreement effective on MAR 02 2007; and

**WHEREAS**, University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in one of the programs within the College of Health Sciences and Human Services with educational experience utilizing the personnel, equipment, and facilities of Facility.

**NOW THEREFORE**, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

**1. Program**

Facility Liaison and University Representative will design an educational experience in Social Work, Communication Sciences and Disorders, Clinical Laboratory Science (medical technology), Rehabilitative Services, Dietetics, Nursing, Occupational Therapy, Physician Assistant Studies or Pharmacy ("Program") for University students utilizing the personnel, equipment, and facilities of Facility.

- a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of the University and with the standards of the accrediting entity for the program or division of the University in which the students are enrolled.
- b. The Program will be reviewed annually by a Facility Liaison and University Representative and, when appropriate, will be revised to meet the University 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 Facility and students will be under the direct supervision of the University personnel or Facility personnel who are licensed or otherwise qualified to perform such services. Students shall not be used to provide services in lieu of professional or non-professional staff.
- d. The number of students receiving clinical training at the Facility will be determined by University and Facility, with due consideration given to the Facility patients or clients available for participation in the Program.
- e. Proper communication channels will be maintained when planning for clinical student experiences.

**2. University Obligations**

- a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.
- b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the facility personnel and University personnel who are responsible for supervising those students.

- c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- d. Inform all University 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.
- e. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law. This includes information regarding the student's health such as proof of physical examination, immunization records, and PPD skin test/chest x-ray for TB done within the previous twelve months and completion of health questionnaires as required.
- f. 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 and threatens the safety of Facility personnel or patients. University personnel will cooperate in the presentation of Facility in-service training and will participate as appropriate.
- h. The University will provide evidence that University personnel assigned to the Facility have such licenses, permits or certificates as may be required by law.
- i. The University will require that all students have current liability (malpractice) insurance in the amount of at least \$1,000,000/\$3,000,000. The University shall furnish Facility with documentation acceptable to Facility evidencing the required insurance coverage, including without limitation, if requested, certified copies of all such policies. A written notice of cancellation, non-renewal or any material changes in such coverage will be given to Facility at least ten (10) days in advance of any such action.
- j. The University will require the students to be properly attired when participating in the Program. The students and University personnel will wear identification badges to clearly identify them as University students or University personnel and not as Facility employees.
- k. The University will provide Worker's Compensation coverage required by law for University personnel assigned to Facility.
- l. If University personnel or students use personal automobiles for purposes related to the Program, proof of automobile insurance will be made available to the Facility upon request.
- m. University related projects based on Facility data collected during the program will not be used for publication unless approval is obtained in writing from the Facility and the University.
- n. Facility policies regarding authorization for access to Confidential Information and Review of Medical Records will be followed by students and University personnel.
- o. It is understood that University personnel and students will participate and cooperate fully with any claims investigation conducted by or on behalf of the Facility.

### 3. Facility Obligations

- a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience-related activities of the Program.
- 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 quality of patient or client care.
- e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.
- f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.
- g. Cooperate fully with University in matters related to academic performance and student conduct related to the Program experience.
- h. Provide access to emergency medical care, as available, for students and University personnel injured while participating in the program. The student or University personnel will be responsible for the cost of medical care provided.

### 4. General Provisions

- a. Under no circumstances shall any student or University personnel be considered an agent or employee of the Facility, but will be considered to be on the premises for the purpose of participating in the Program. The Facility has no authority to dismiss University personnel and/or students. However, Facility may make recommendations to the University and shall retain its full power to control the practice and operations of the Facility. The Facility reserves the right to refuse its facilities and services to any student or University personnel who does not meet the professional or other requirement of the Facility.
- b. The Facility will not be charged for any services performed by the students or University personnel in connection with the program covered by this Agreement or have any obligation to pay the salaries or expenses of any student or University personnel.
- c. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- d. This Program Agreement and the Affiliation Agreement constitute 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 Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

- e. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement including applicable safety regulations.
- f. 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.
- g. The initial Program shall begin on MAR 02 2007 and end with a (60) days written notice. Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement effective with the end of a Program by giving sixty (60) days written notice to the other party.

**FACILITY**

**UNIVERSITY**

By *Norma L. Longoria*  
 (Name) Norma L. Longoria  
 (Title) WIC Director  
 (Date) 2-22-07

By *James R. Langabeer*  
 (Name) James R. Langabeer  
 (Title) Vice President for Business Affairs  
 (Date) 3/2/07