



# Hidalgo County Head Start Program

## Policy Council Regular Agenda

**DATE:** November 17, 2021

**SUBJECT:** Discussion/Approval of Educational Experience Affiliation and Program Agreements between The University of Texas Rio Grande Valley (UTRGV) and Hidalgo County Head Start Program

**RATIONALE/NEED:** The purpose of these agreements is to establish and implement from time to time one or more Programs involving the students and personnel of the University and the facilities and personnel of Head Start. This program will concentrate on educational experience in American Sign Language and Interpretation, Communication Sciences and Disorders, Medical Laboratory Science (medical technology), Rehabilitative Services, Dietetics, Nutrition, Occupational Therapy, Physician Assistant Studies, Biomedical Sciences, Exercise Science, Health, Health Services Technology, or Kinesiology.

**RECOMMENDATION:** Administration recommends approval pending legal review.

**COST:**

**RELATED INFORMATION INCLUDES:** Affiliation and Program Agreements

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**INITIATED BY:** Edmundo Garcia, Assistant Program Director for Program Operations

**REVIEWED BY:** Teresa Flores, Executive Director

**EXECUTIVE DIRECTOR'S APPROVAL:**

## **EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT**

THIS AGREEMENT, effective the 1<sup>st</sup> day of October 2021, is between The University of Texas Rio Grande Valley, (“University”), a component institution of The University of Texas System, (“System”), and Hidalgo County Head Start (“Facility”), a clinic having its principal office at 1901 W. State Hwy 107, McAllen, State of Texas.

### **Recitals**

- A. Facility operates facilities located at 1901 W. State Hwy 107, in the City of McAllen, State of Texas, and therein provides medical services.
- B. 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”).
- C. 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.

### **Agreement**

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 a 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 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 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 this 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 180 days prior written notice of intention to terminate. If such notice is given, this 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 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. **INDEMNIFICATION.** To the extent authorized under the Constitution and laws of the State of Texas, University shall hold Facility harmless from liability resulting from University's acts or omissions within the terms of this Agreement; provided, however, University 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 University's supervision or control.
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 University students are participating in the Program, such students 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 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 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 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 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.

THE UNIVERSITY OF TEXAS  
RIO GRANDE VALLEY:

HIDALGO COUNTY HEAD START:

By: \_\_\_\_\_  
Janna Arney, Ph.D  
Executive Vice President and Provost

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## COLLEGE OF HEALTH PROFESSIONS

### PROGRAM AGREEMENT

(Education Experience)

#### Recitals

- A. The University of Texas Rio Grande Valley (“University”) and Hidalgo County Head Start (Facility”) have previously executed an Affiliation Agreement effective on October 1, 2021; and
- B. University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University’s programs within the College of Health Professions with educational experience utilizing the personnel, equipment, and facilities of Facility.

#### Agreement

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 American Sign Language and Interpretation, Communication Sciences and Disorders, Medical Laboratory Science (medical technology), Rehabilitative Services, Dietetics, Nutrition, Occupational Therapy, Physician Assistant Studies, Biomedical Sciences, Exercise Science, Health, Health Services Technology, or Kinesiology, (“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 University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.
  - b. The Program will be reviewed periodically by the 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 University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.
- 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.
- 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 or threatens the safety of Facility personnel or patients.

**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.

**4. GENERAL PROVISIONS.**

- a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- b. This Program Agreement and the Affiliation Agreement constitute the entire agreements 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.

- c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.
- d. 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.
- e. The initial Program shall begin on October 1, 2021 and end on September 30, 2026. 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 thirty (30) days written notice to the other party; otherwise this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.

THE UNIVERSITY OF TEXAS  
RIO GRANDE VALLEY:

HIDALGO COUNTY HEAD START:

By: \_\_\_\_\_  
Janna Arney, Ph.D  
Executive Vice President and Provost

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_