

EDUCATIONAL PROGRAM AFFILIATION AGREEMENT

This agreement, effective the 1st day of February, 2023, is between The University of Texas Rio Grande Valley, (“University”), a component institution of The University of Texas System, (“System”), and Lactation Care Center RGV (“Facility”), a facility having its principal office at 3001 N. 23rd Ste.2, McAllen, State of Texas.

Recitals

- A. Facility operates facilities located at 3001 N. 23rd Ste.2 , in the City of McAllen, State of Texas , and therein provides medical services.
- B. University provides academic courses that prepare students to work in such services, and desires to provide students in **School of Nursing** courses with practical educational experience by utilizing appropriate facilities and personnel of third parties.
- C. Facility desires to cooperate with University to establish and implement a program 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 to establish and implement a practicum experience for students in the University’s **School of Nursing** covered by and subject to the following terms and conditions.

- 1. **PROGRAM.** The parties will design an educational experience in **School of Nursing** (“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. Designate a member of the University faculty (“University Representative”) to coordinate the educational experience of students participating in the Program with an individual designated by the Facility to work with the University in furtherance of the

Program (“Facility Liaison”). University shall give Facility written notice of the name of the University Representative.

- b. Furnish Facility with the names of the students assigned by University to participate in the Program;
- c. 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.
- d. 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.
- e. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- f. 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.
- g. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.
- h. 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.
- g. Comply with all applicable requirements of the authority responsible for accreditation of University's curriculum and permit such authority to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience.
- h. Appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:
 - i. 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.
 - ii. University shall notify Facility of University's approval or disapproval of such person within 10 days after receipt of such notice.
 - iii. No person shall act as Facility Liaison without the prior written approval of University.
 - iv. 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. GENERAL PROVISIONS.

- a. *Term and termination.* The initial Program shall begin on January 1, 2023 and end on December 31, 2028. 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.
- b. *Student obligations.* University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- c. *Entire Agreement.* This 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.
- d. *Discrimination prohibited.* 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. *Notices.* All notices under this 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.

- f. *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.
- g. *Amendment to Agreement.* No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.
- h. *Assignment.* Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.
- i. *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.
- j. *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.
- k. *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 is 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.
- l. *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 [] and University faculty members are providing supervision at the Facility as part of the Program [], such students [] and faculty members [] shall:
 - i. 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;
 - ii. 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

- c. 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);
- d. 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 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
- e. 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:

LACTATION CARE CENTER RGV:

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

By: _____

(Name and Title)

Date: _____

Date: _____

By: _____
Dr. Christine Shupala
Associate Vice President for Institutional
Accreditation Program Development and
Analysis

UTRGV CONTRACT ID: _____