

# SCHOOL OF HEALTH PROFESSIONS PROGRAM AGREEMENT

WHEREAS, **The University of Texas Medical Branch at Galveston** ("University") and **[Facility Name]** ("Facility") are executing this Program Agreement effective on

\_\_\_\_\_, 2008, and

WHEREAS, University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's School of Health Professions 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 **Clinical Laboratory Sciences, Occupational Therapy, Physical Therapy, Physician Assistant Studies and Respiratory Care** ("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 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 the 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 then 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, lecturers, 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.

#### 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) This Program Agreement shall become effective upon final execution and shall continue in effect for an initial period ending one (1) year after the date and year of final execution. 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 the intention to terminate. Otherwise this Program Agreement will terminate upon the termination of the affiliation Agreement between parties.
- (f) To the extent either party comes into contact with information considered Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (HIPAA) or Protected Health Information (PHI) as promulgated in 45 CFR Part 164 (HIPAA Privacy Regulations), the parties agree to keep private and to secure any information considered IIHI or PHI in accordance with the federal law.

The parties agree to only use and disclose PHI as required to perform the services outlined in this Agreement. Neither party will use or further disclose PHI other than as permitted under this Agreement and both parties will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by this Agreement. Both parties agree to promptly notify the other of any use or disclosure of PHI not provided for in this Agreement. Both parties agree to notify the other of its corrective actions to cure any breaches as soon as possible. Both parties understand that either party may terminate this Agreement immediately if the other party's actions are not successful in remedying the breach and the non-breaching party may report the problem to the Secretary of Health and Human Services. Both parties shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement.

Both parties agree to follow §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. Both parties agree to make their internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the other party available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining the other party's compliance with the HIPAA Privacy Regulations. After the parties have completed working with or using PHI provided by the other party, both parties agree to continue to protect the PHI from wrongful uses and disclosures.

**FACILITY:**  
[Facility Name]

**SCHOOL:**  
**THE UNIVERSITY OF TEXAS MEDICAL  
BRANCH AT GALVESTON:**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
Elizabeth Protas, P.T., Ph.D.

**NAME:** \_\_\_\_\_

Vice President & Dean

**TITLE:** \_\_\_\_\_

George T. Bryan Distinguished Professorship  
School of Health Professions

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_