

UT Southwestern Contract Id. No. 600644

**EDUCATIONAL EXPERIENCE AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT DALLAS
AND
THE UNIVERSITY OF TEXAS SOUTHWESTERN
MEDICAL CENTER AT DALLAS**

The University of Texas Southwestern Medical Center at Dallas located at 5323 Harry Hines Blvd., Dallas, Texas 75390 ("UTSW") and The University of Texas at Dallas ("UTD") agree to provide students ("Students") enrolled in UTD's Speech-Language Pathology Program ("Program") educational experience utilizing the personnel, equipment, and facilities of UTSW subject to the terms, conditions and provisions of this agreement ("Agreement").

I. UTSW agrees to:

- a. Provide staff and related resources necessary to implement the educational experiences of the Students.
- b. Arrange, at the Students' cost, for emergency medical care to Students who become ill or injured during a clinical education experience. Each Student shall be responsible for any expense related to such emergency medical care. Care or treatment required beyond the emergency shall be the sole responsibility of the Students.
- c. Appoint an individual to serve as coordinator of the educational experience, or their designees. Such individual is to ensure that each Student is aware of and abides by policies and regulations of UTSW, including but not limited to Information Resources Security and Health Insurance Portability and Accountability Act Compliance.

II. UTD agrees to:

- a. Plan, implement, and administer the curriculum in the UTD Program. Assure that all Students selected for participation in the educational experience have satisfactorily completed all portions of UTD's curriculum that are a prerequisite for participation in this Agreement.
- b. Provide an academic coordinator of educational experience to act as liaison between UTSW and UTD to correlate the academic and clinical levels of experience of the Students and to assist UTSW where appropriate.

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- c. Ensure that Students and faculty participating in this Agreement comply with all rules and regulations of UTSW and ensure that Students comply with any and all applicable federal and state laws and regulations including but not limited to those regarding the confidentiality of information in records maintained by UTSW.
- d. Provide UTSW with information including but not limited to the names and schedules of the mutually agreed upon educational experience Students unless prohibited by federal or state law.
- e. Consult with UTSW in planning experiences for Students in the UTD Program.
- f. Provide evidence that Students and faculty participating in this Agreement are covered by liability insurance in amounts agreed upon by both parties for the entire term of this Agreement.
- g. Ensure that each Student who will be participating in this Agreement and who will be on UTSW's premises completes and provides documentation of the completion of one of the three following Health Insurance Portability and Accountability Act ("HIPAA") training options prior to commencing training at UTSW:
 - 1.) UTD HIPAA training course with a course outline and verification of successful completion of such training course provided to UTSW's HIPAA Officer;
 - 2.) UTSW's web-based HIPAA Lite training course at www.utsouthwestern.edu/hipaa with a signed "Training Attestation and Confidentiality Agreement" provided to UTSW's HIPAA Officer; or
 - 3.) UTSW's paper-based HIPAA training course with a signed "Training Attestation and Confidentiality Agreement" provided to UTSW's HIPAA Officer.All documentation required by this provision will be sent to: HIPAA Officer, Office of Executive Vice President for Clinical Affairs, 5323 Harry Hines Blvd., Dallas, TX 75390-8569 or faxed to (214) 648-0278.
- h. Ensure that each Student signs and returns an Information Security Agreement form provided by UTSW. UTD will ensure that reasonable efforts are taken to prevent the disclosure of any data or information ("Confidential Information") which may be disclosed or obtained during the course of each Student's training described herein, provided that the obligation not apply to information that:
 - (1) is already in UTD's possession at the time of disclosure thereof;
 - (2) is or later becomes part of the public domain through no fault of UTD;
 - (3) is received from a third party having no obligations of confidentiality.

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to UTSW;
(4) is independently developed by UTD, as evidenced by written records;
or
(5) is required by law or regulation to be disclosed.

Such Confidential Information shall include, but not be limited to, patient information, automated information resources data, and any other information that UTSW may deem sensitive for any reason. In the event that any Student receives or creates patient information, such patient information shall be held confidential to the extent required by law.

- i. To the extent authorized by the Constitution and laws of the State of Texas UTD shall indemnify and hold UTSW harmless against any and all claims, demands, damages, liabilities and costs of UTSW which directly or indirectly result from, or arise in connection with the acts or omissions of UTD, its Students, faculty, agents and employees pertaining to its activities and obligations under this Agreement.

III. UTSW and UTD agree:

- a. To mutually agree on the individual Students and the total number of Students assigned to UTSW for an educational experience.
- b. There shall be no financial obligation between UTSW and UTD.
- c. We shall inform each other of changes in personnel actively involved in this Agreement.
- d. UTSW may at its sole discretion remove a Student from its premises.
- e. Students will be assigned without regard to race, religion, sex, creed, or national origin.
- f. No Student will be considered an agent or employee of UTSW.
- g. UTSW and UTD will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.

IV. General Provisions.

- a. **Term.** This Agreement shall become effective on January 1, 2006 and renew automatically on an annual basis on January 1st of each consecutive year, unless otherwise terminated according to the terms of this Agreement.

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- b. **Termination.** Either party may terminate this Agreement by providing at least thirty (30) days advance written notice to the non-terminating party at the following addresses:

If to UTSW: The University of Texas Southwestern
Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, Texas 75390-9062
Attn: Office of Contracts Management

If to UTD: The University of Texas at Dallas
PO Box 830688
Richardson, Texas 75083-80688
Attn: Dr. Larry D. Terry
Interim VP for Business Affairs

- c. **Entire 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 this Agreement. No amendment to this Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- d. Both parties to this Agreement acknowledge that while UTD faculty and Students are participating in this Agreement, such faculty and Students are not employees or agents of UTSW. Accordingly, such individuals are not entitled to any of the benefits for UTSW employees, faculty or agents.
- e. **Non-Discrimination.** Both parties shall not unlawfully discriminate in their respective performances of this Agreement.
- f. **HIPAA.** The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including but not limited to the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). The parties agree to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other (the "Renegotiation Period"), this contract may be terminated by either party upon written notice to the other party.

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- g. **Severability.** In case any provision hereof, shall for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof.
- h. **Venue and Governing Law.** Dallas County, Texas shall be the proper place of venue for suit on or in respect of this Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- i. **Assignment.** Neither party may assign this contract without the prior written consent of the non-assigning party.
- j. **Captions.** The captions of sections and subsections in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

IN WITNESS WHEREOF, UTSW and UTD have executed and delivered this Agreement effective as of January 1, 2005.

UTSW:

The University of Texas Southwestern
Medical Center at Dallas

By: 

Name: Charles M. Ginsburg, M.D.
Title: Associate Dean for Academic
Administration

Date: 12/1/05

UTD:

The University of Texas at Dallas

By: 

Name: Dr. Larry D. Terry
Title: Interim VP for Business
Affairs

Date: 1/3/06