

## PROGRAM AGREEMENT

This PROGRAM AGREEMENT (“Agreement”), effective the \_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), is by and between The University of Texas Health Science Center at Houston (“UTHealth”), on behalf of School of Biomedical Informatics, a component of The University of Texas System, and \_\_\_\_\_ (“FACILITY”). This Agreement is consistent with and under the general provisions of an existing Educational Experience Program Affiliation Agreement (“Affiliation Agreement”) between the parties hereto dated \_\_\_\_\_, 2017.

WHEREAS, UTHealth seeks to provide an training/educational experience for students (“Student(s)”) participating in UTHealth’s Biomedical Informatics Degree Programs; and

WHEREAS, the parties desire to establish an educational experience program (“Program”) to allow Students of UTHealth’s program to utilize FACILITY facilities for a training/educational experience subject to the provisions of this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

### **I. Program**

#### A. Educational Goals and Objectives.

The goals and objectives shall be mutually agreed upon by both parties. With the cooperation of FACILITY, Students will rotate with FACILITY staff members.

#### B. Period of Assignment of Students, Financial Support and Benefits.

To ensure that the proper goals and objectives are attained by the Student (s), the period of assignment will be mutually agreed upon by UTHealth and FACILITY. UTHealth will provide FACILITY with a written list of the names of Students that will rotate in the Program at FACILITY, the level of academic preparation, and the length and dates of assignment at FACILITY prior to the beginning of each Rotation, unless otherwise agreed by the parties.

Financial arrangements, if any, (*e.g.*, Student stipends, benefits, and professional liability insurance) are provided and paid by UTHealth.

#### C. Responsibility for Teaching, Supervision, and Evaluation of Students.

UTHealth has the responsibility for the Students’ training/educational program. The FACILITY’s staff members will, at all times, have sole authority and control over all aspects of patient care and FACILITY shall retain sole authority over its administrative operations. FACILITY staff members will be responsible for providing adequate supervision of the Students (s) during the course of their training/educational experience at FACILITY. Students will be expected to behave as peers to FACILITY’s staff members, but must be supervised in all their activities commensurate with the complexity of the activity being given and the Student’s own abilities and experience. Students will not

replace FACILITY staff members or provide service except as identified for training/educational value and delineated in the Program.

D. Policies and Procedures that Govern Students' Education.

UTHealth is ultimately responsible for the oversight of all Student activities. FACILITY's rules, regulations, policies, and procedures will govern the Students's training/educational experience at FACILITY.

## **II. FACILITY Responsibilities**

FACILITY will:

- A. allow Students/Fellows, at their own expense, to utilize FACILITY's dining facilities.
- B. provide input to UTHealth regarding a Student's performance for purposes of evaluation in a mutually agreed upon format.
- C. provide an orientation for UTHealth's Students to inform them of FACILITY's facilities, policies, procedures, rules, and regulations.
- D. arrange for emergency health care for a Student if needed while the Student is on-site at FACILITY, provided however, that FACILITY is not responsible for costs, follow-up care, or hospitalization associated with such emergency care.
- E. have the right to immediately remove and/or require UTHealth to remove any Student from participation in the Program if either UTHealth or FACILITY, in each party's sole discretion, determines that (i) the presence of the Student has a detrimental effect upon FACILITY's facilities, patients, or personnel; and/or (ii) Student is compromising FACILITY's standards of care or performance, policies, or procedures.

## **III. UTHealth's Responsibilities**

UTHealth will:

- A. confer credit or issue a certificate to Students who successfully attain the goals set for this Program as applicable.
- B. if applicable, ensure that each Student has secured and maintains all documentation required for Student to enter and stay in the United States and to allow Student to participate in the rotation.
- C. ensure that Students selected for participation in the Program have satisfactorily completed all courses and/or training that are prerequisites for participation in the Program.
- D. provide information regarding Students participating in the Program as requested by FACILITY, unless prohibited by federal or state law.

- E. maintain or require Student to maintain professional liability insurance coverage for Student (s) assigned to FACILITY with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate.
- F. ensure that each Student:
  - 1. assumes responsibility for his/her own uniforms, transportation, parking, housing, meals, laundry needs, and health care in the performance of activities under this Program, when such things not provided for by FACILITY;
  - 2. is informed of all FACILITY's rules, regulations, policies, and procedures;
  - 3. responds appropriately to directions from FACILITY's staff members; and
  - 4. is informed of the requirements to maintain the confidentiality of all confidential information in FACILITY's records, including but not limited to patient records, research designs, and protocols.

#### **IV. General Provisions**

- A. Term. This Agreement will be effective for a term of one (1) year commencing on \_\_\_\_\_ and shall automatically renew for successive one (1) year terms until terminated as provided for herein.
- B. Early Termination of Program Agreement. This Agreement may be terminated with or without cause by either party with thirty (30) days' prior written notice to the other party, provided that any Students currently participating in the Program at the time of notice be permitted to complete his/her training/educational rotation under the Program. This Agreement shall also terminate immediately upon termination of the Affiliation Agreement.
- C. Nondiscrimination. The Program and all related activities will 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.
- D. Indemnification. To the extent authorized by the laws and Constitution of the State of Texas, UTHealth and FACILITY will indemnify and hold each other, The University of Texas System, their Regents, officers, agents and employees harmless from liability resulting from the negligent acts or omissions of the officers, agents or employees of the other party hereto in the performance of this Agreement.
- E. Students' Status. Students participating in this Program will not be employees of FACILITY and have no claim against FACILITY for any employment benefits including but not limited to wages, workers' compensation benefits, disability benefits, or health insurance. At no time will Students or UTHealth personnel be considered or represent themselves as agents, either express or apparent, officers, servants, or employees of FACILITY. Students of UTHealth will wear nametags identifying their status, if so requested by FACILITY.

- F. Entire Agreement/ Amendment. This Agreement constitutes the entire understanding between the parties with respect to the identified 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 will be effective unless reduced to writing and signed by an authorized representative of each party.
  
- G. Use of Name. Except as otherwise required by law or regulation, neither party will use, release, or distribute any materials or information containing the name or logo of the other party or any of its employees without the prior written approval of an authorized representative of the non-releasing party, such approval not to be unreasonably withheld.
  
- H. Representative's authority to contract . By signing below, the representative of each party represents that (1) such person is duly authorized to execute this Agreement on behalf of the represented party, and (2) the represented party agrees to be bound by the provisions thereof.

Executed by an authorized representative of UTHealth and FACILITY in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**THE UNIVERSITY OF TEXAS HEALTH  
SCIENCE CENTER AT HOUSTON:**

\_\_\_\_\_:

By: \_\_\_\_\_

\_\_\_\_\_

Michael Blackburn, PhD  
Executive Vice President, Chief Academic Officer

Name and Title: \_\_\_\_\_  
\_\_\_\_\_

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

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