

PROGRAM AGREEMENT

No. A-1214-1

WHEREAS, The University of Texas at El Paso ("University") and Gadsden Independent School District ("Facility") have executed an Affiliation Agreement effective on September 1, 2013; and

WHEREAS, University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in the University's College of Health Sciences 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 the Speech Language Pathology, Occupational Therapy and Physical Therapy Programs ("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 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 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.
- 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. The initial Program shall begin September 1, 2013 and end August 31, 2018. 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.

GADSDEN INDEPENDENT SCHOOL DISTRICT

THE UNIVERSITY OF TEXAS AT EL PASO

By E. Fren Yturralde

By [Signature]

Name E Fren Yturralde

Roberto Osegueda, Ph.D.

Title Superintendent

Vice President for Research

Date July 25, 2013

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