

PROGRAM AGREEMENT

This PROGRAM AGREEMENT ("Agreement"), effective the 16th day of May, 2018 ("Effective Date"), is by and between The University of Texas Health Science Center at Houston ("UTHealth"), a state institution of higher education, on behalf of its Department of Psychiatry and Behavioral Sciences and its Harris County Psychiatric Center, and Texas Tech University ("UNIVERSITY"). This Agreement is consistent with and under the general provisions of an existing Educational Experience Program Affiliation Agreement ("Affiliation Agreement") dated May 16, 2018.

WHEREAS, UNIVERSITY seeks to provide a training/educational experience for students enrolled in its Department of Psychological Sciences ("Students"); and

WHEREAS, the parties desire to establish an educational experience program ("Program") to allow Students to utilize UTHealth 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 to be attained by the Student while rotating at UTHealth shall be mutually agreed upon by both parties.

With the cooperation of UNIVERSITY, UTHealth will be responsible for the day to day activities of the Student to ensure that the goals and objectives agreed upon are met for the Student during the rotation at UTHealth.

B. Period of Assignment of Student, Financial Support and Benefits.

To ensure that the proper goals and objectives are attained by the students, the period of assignment will be mutually agreed upon by UTHealth and UNIVERSITY.

UNIVERSITY will provide professional liability insurance for its faculty and will require Students to obtain professional liability insurance.

C. Responsibility for Teaching, Supervision, and Evaluation of Student.

UNIVERSITY has the responsibility for the student's training/educational program. UTHealth will, at all times, have sole authority and control over all aspects of research, patient care and administrative operations and will designate those activities that a student may be exposed to during the rotation to achieve the agreed upon goals and objectives. UTHealth staff members will be responsible for providing adequate supervision of the student during the course of their training/educational experience at UTHealth. Student will be expected to behave as peers to UTHealth'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. Student will not replace UTHealth staff or provide service except as identified for training/educational value and delineated in the Program.

Student evaluations will be both formal and informal. UTHealth staff members with significant contact with UNIVERSITY's student will complete an evaluation form supplied by UNIVERSITY at the conclusion of the student's rotation at UTHealth.

D. Policies and Procedures that Govern Student's Training/Educational Experience.

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

II. UTHealth Responsibilities

UTHealth will:

- A. allow students, at their own expense, to utilize UTHealth's dining facilities.
- B. provide input to UNIVERSITY regarding student's performance for purposes of evaluation in a mutually agreed upon format.
- C. provide an orientation for UNIVERSITY's student to inform them of UTHealth'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 UTHealth, provided however, that UTHealth 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 UNIVERSITY to remove the student from participation in the Program if either UNIVERSITY or UTHealth, in each party's sole discretion, determines that (i) the presence of the student has a detrimental effect upon UTHealth's facilities, patients, or personnel; (ii) student is compromising UTHealth's standards of care or performance, policies, or procedures; (iii) student fails to maintain appropriate licensure, as may be required by Texas law; and/or (iv) the proper liability insurance coverage is not in effect.

III. UNIVERSITY's Responsibilities

UNIVERSITY will:

- A. confer credit or issue a certificate to the student for successfully attaining the goals set for this Program as applicable.
- B. if applicable, require the student to secure and maintain all documentation required for student to enter and stay in the United States and to allow student to participate in the rotation.
- C. Require the student selected for participation in the Program to have satisfactorily completed all courses and/or training that are prerequisites for participation in the Program.

- D. provide information regarding student participating in the Program as requested by UTHealth, unless prohibited by federal or state law.
- E. meet with UTHealth via telecommunications as often as necessary to provide for adequate communication and planning and/or to evaluate progress of the student.
- F. maintain or require student to maintain professional liability insurance coverage for the Student assigned to UTHealth with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- G. require 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 UTHealth;
 - 2. be informed of all UTHealth's rules, regulations, policies, and procedures;
 - 3. responds appropriately to directions from UTHealth's staff; and
 - 4. be informed of the requirements to maintain the confidentiality of all confidential information in UTHealth'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 two (2) years commencing on May 16, 2018.
- 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. Additionally, in their execution of this Agreement, all contractors, subcontractors, their representative employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this Agreement.
- D. **Indemnification.** To the extent permitted by law, UNIVERSITY will indemnify and hold UTHealth, 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 UNIVERSITY in the performance of this Agreement.

To the extent permitted by law, UTHealth will indemnify and hold UNIVERSITY, their Regents, officers, agents, and employees harmless from liability resulting from the negligent


acts or omissions of the officers, agents, or employees of the UTHealth in performance of this Agreement.

Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by either party of its constitutional, statutory, or common law rights, privileges, immunities, or defenses.

- E. Student's Status. The students participating in this Program will not be employees of UTHealth while performing any activities governed by this Agreement, and shall have no claim against UTHealth for any employment benefits including but not limited to wages, workers' compensation benefits, disability benefits, or health insurance. At no time will student or UNIVERSITY personnel be considered or represent themselves as agents, either express or apparent, officers, servants, or employees of UTHealth. The student will wear nametags identifying their status, if so requested by UTHealth.
- 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. Applicable Laws & Regulations. The parties agree to comply with all federal, state, or local laws or regulations applicable to performance under this Agreement.
- I. 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.

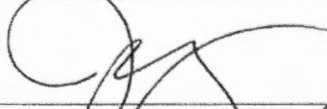
Executed by an authorized representative of UTHealth and UNIVERSITY in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

By: 
Michael Blackburn, PhD
Executive Vice President, Chief Academic Officer

Date: 7-16-18

TEXAS TECH UNIVERSITY

By: 
Name: Jennifer Adley
Title: Chief Pharmacist
Date: 7-13-18

APPROVED AS TO LEGAL DRAFT
on behalf of UTHealth
By: 