

**EDUCATIONAL EXPERIENCE AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER
AND
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT**

The University of Texas Southwestern Medical Center, a public institution of higher education and an agency of the State of Texas (“**UTSW**”) and **Grand Prairie Independent School District** (“**GPISD**”) agree to provide students (“**Trainees**”) in GPISD’s Senior Source programs (“**Programs**”) educational experiences utilizing the personnel, equipment, and facilities of UTSW subject to the terms, conditions, and provisions of this agreement (“**Agreement**”).

Whereas, UTSW operates academic facilities;

Whereas, GPISD operates Programs for the education of Trainees and desires to provide its Trainees a learning experience through the application of knowledge and skills in practical situations, and in some instances, GPISD faculty (“**Faculty**”) may accompany Trainees for supervisory purposes; and

Whereas, UTSW and GPISD desire to establish a relationship beneficial to the respective educational institutions and to promote the development of joint studies, research, and training activities of mutual interest.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. UTSW agrees to:

- a. Provide staff and related resources necessary to implement the educational experiences of the Trainees.
- b. Arrange, at the respective Trainees’ and/or Faculty’s cost, for emergency medical care to Trainees or Faculty who become ill or injured during an educational experience. Each Trainee and/or Faculty shall be responsible for any expense related to such emergency medical care and any subsequent follow up care. Notwithstanding anything to the contrary in this Agreement, a Trainee or Faculty is free to select any provider of healthcare as he or she desires.
- c. Appoint individuals to serve as coordinators of the educational experience. Such individuals are to ensure that each Trainee and Faculty 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. GPISD agrees to:

- a. Plan, implement, and administer the curriculum in the Programs. Ensure that all Trainees selected for participation hereunder have satisfactorily completed all portions of GPISD'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 GPISD to correlate the academic levels of experience of the Trainees and to assist UTSW where appropriate.
- c. Ensure that Trainees and Faculty comply with all policies, rules, and regulations of UTSW and 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 Trainees and Faculty unless prohibited by federal or state law.
- e. Consult with UTSW in planning experiences for Trainees in the Program.
- f. Provide Trainees and Faculty occurrence type liability insurance for limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate to cover the Trainees' and Faculty's acts and omissions hereunder for the entire term of this Agreement, and provide evidence of such to UTSW.
- g. Ensure that each Trainee and/or Faculty participating under this Agreement completes the following two on-line training modules:
 - (1) Information Security; and
 - (2) Health Insurance Portability and Accountability Act ("HIPAA").

Access to and instructions for these modules will be provided by the UTSW coordinator. All documentation and certificates of completion required by this provision will be sent to the UTSW coordinator prior to training.
- h. GPISD 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 Trainee's training described herein, provided that the obligation not apply to information that:
 - (1) is already in GPISD's possession at the time of disclosure thereof;
 - (2) is or later becomes part of the public domain through no fault of GPISD;
 - (3) is received from a third party having no obligations of confidentiality to UTSW;
 - (4) is independently developed by GPISD, 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 Trainee or Faculty receives or creates patient information, such patient information shall be held confidential to the extent required by law.

- i. GPISD shall indemnify and hold UTSW harmless against any and all claims, demands, damages, liabilities, and costs, including attorneys' fees, of UTSW which directly or indirectly result from, or arise in connection with the acts or omissions of GPISD, its Trainees, Faculty, agents, and employees pertaining to its activities and obligations under this Agreement.
- j. No Trainee or Faculty with a finding of any adverse information from the background and criminal history check, as specified in this section, will be assigned to UTSW. GPISD is required to check the background and criminal history of all Trainees and Faculty. At a minimum such background and criminal history check shall include any misdemeanor or felony convictions within the last seven (7) years, any deferred adjudication and pending offenses via the Texas Department of Public Safety – Crime Records Service Secure Site, other than traffic offenses, HHS/OIG List of Excluded Individuals/Entities, GSA List of Parties excluded from Federal Programs, US Treasury, and Office of Foreign Assets Control, List of Specially Designated Nationals. For purposes of this Agreement, a background check of the Trainees and Faculty shall include all employment within the last seven (7) years. If GPISD becomes aware of any such adverse information regarding a Trainee or Faculty, GPISD shall notify UTSW immediately and UTSW may terminate this Agreement immediately, in addition to other remedies available to UTSW. Each Trainee and Faculty will be subject to UTSW hospitals' drug policies, rules, and regulations.

III. UTSW and GPISD agree to the following provisions:

- a. To mutually agree on the individual Trainee(s) and Faculty and the total number of Trainee(s) and Faculty assigned to UTSW for an educational experience, including, without limitation, such that no UTSW student is denied access to or is displaced from a UTSW training experience.
- b. There shall be no financial obligation between the parties.
- c. Each party shall inform the other of changes in personnel actively involved in this Agreement.
- d. UTSW may at its sole discretion remove any Trainee(s) and/or Faculty from its premises.
- e. Dallas County, Texas is the place of performance for this Agreement.

- f. Trainees and Faculty are not employees or agents of UTSW. Accordingly, such individuals are not entitled to any of the benefits for UTSW employees, faculty, or agents.
- g. Both parties will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.
- h. All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Trainees in connection with this Agreement (collectively, "Work Material"), whether or not accepted or rejected by UTSW, are the sole property of UTSW and for its exclusive use and re-use at any time without further compensation and without any restrictions. GPISD and its Trainees grant and assign to UTSW all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with UTSW in any steps UTSW may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material. GPISD will require Trainees to deliver all Work Material to UTSW upon the end of the educational experience or the expiration or termination of this Agreement. UTSW will have the right to use the Work Material for the completion of the Work or otherwise. UTSW may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than UTSW on other projects unless expressly authorized by UTSW in writing. The Work Material will not be used or published by GPISD or its Trainees or any other party unless expressly authorized by UTSW in writing. GPISD and its Trainees will treat all Work Material as confidential.

All title and interest in the Work Material will vest in UTSW. To the extent that title to any Work Material may not, by operation of law, vest in UTSW or Work Material may not be considered works made for hire, GPISD and its Trainees hereby irrevocably assign, convey, and transfer to UTSW and its successors, licensees and assigns, all rights, title, and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event GPISD or its Trainees has any rights in the Work Material which cannot be assigned, GPISD and its Trainees agree to waive enforcement worldwide of the rights against UTSW, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to UTSW with the right to sublicense. These rights are assignable by UTSW.

IV. General Provisions.

- a. **Term.** This Agreement shall become effective on December 1, 2017 and shall continue until November 30, 2022, or until earlier terminated according to the terms of this Agreement.
- 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
5323 Harry Hines Blvd.
Dallas, Texas 75390-9062
Attn: Office of Contracts Management

If to GPISD: Grand Prairie Independent School District
101 High School Drive
Grand Prairie, TX 75050
Attn: Dr. Nugget Cunningham

- 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. **Non-Discrimination.** The parties hereto shall not unlawfully discriminate in their respective performances of this Agreement.
- e. **HIPAA.** The parties agree that:
- (1) UTSW is a covered entity for purposes of the Health Insurance Portability and Accountability Act (“HIPAA”) and subject to 45 CFR Parts 160 and 164 (“the HIPAA Privacy Regulation”);
 - (2) To the extent that GPISD Trainees and/or Faculty are participating in the Program at UTSW, such Trainees and/or Faculty shall:
 - (a) be considered part of UTSW’s workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be considered to be employees of UTSW;
 - (b) receive training by UTSW on, subject to compliance with, all of UTSW’s privacy policies adopted pursuant to the Regulations; and
 - (c) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to GPISD that has not first been de-identified as provided in 45 CFR §164.514(a);
 - (3) GPISD will never access or request to access any Protected Health Information held or collected by or on behalf of UTSW, from a Trainee or Faculty who is acting as a part of UTSW’s workforce as set forth in Section (2)(a) above or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and

- (4) no services are being provided to UTSW by GPISD pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.
 - (5) If GPISD’s accrediting agency requires access to UTSW’s facilities and Protected Health Information, then UTSW will require a Business Associate Agreement with the accrediting agency.

- f. **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.

- g. **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.

- h. **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.

- i. **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UTSW (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UTSW’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UTSW EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

- k. **Performance.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

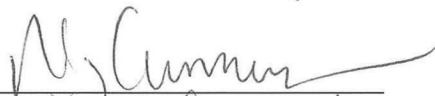
[Signature Page to Follow]

IN WITNESS WHEREOF, authorized representatives of UTSW and GPISD have executed and delivered this Agreement effective as of December 1, 2017.

**The University of Texas
Southwestern Medical Center**

**Grand Prairie
Independent School District**

By: DocuSigned by:
Charles M. Ginsburg, M.D.
Charles M. Ginsburg, MD
Senior Associate Dean
UT Southwestern Medical School

By: 
Name: Margaret Cunningham
Title: Dept Superintendent

Certificate Of Completion

Envelope Id: E82BAB53000D4CF19DCCCC532924E37	Status: Completed
Subject: Please DocuSign: Warner - FY2018-2063 - NON-CLINICAL Educ Exp Agr-UTSW as training site_GPISD S...	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 1	Initials: 0
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Envelope Stamping: Enabled	Karyn Alexia Thomas
Time Zone: (UTC-06:00) Central Time (US & Canada)	5323 Harry Hines Blvd
	Dallas, TX 75390
	karyn.thomas@utsouthwestern.edu
	IP Address: 129.112.109.40

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charles.ginsburg@utsouthwestern.edu
Senior Associate Dean
UT Southwestern
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Karyn Alexia Thomas
karyn.thomas@utsouthwestern.edu
Contract Specialist
UT Southwestern Medical Center
Security Level: Email, Account Authentication (None)

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