

ATHLETIC TRAINING EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

Recitals

THIS AGREEMENT, effective the August 19, 2025 ("Effective Date"), is between **The University of Texas at Arlington** ("University"), a component institution of The University of Texas System, and Duncanville ISD ("Facility"), having its principal office located at 710 S. Cedar Ridge Dr. Duncanville, TX 75137.

WHEREAS, Facility operates facilities located at 710 S. Cedar Ridge Dr. Duncanville, TX 75137 and therein provides healthcare services;

WHEREAS, University provides athletic training academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties; and

WHEREAS, Facility desires to cooperate with University to establish and implement the Program involving the students and personnel of University and the facilities and personnel of Facility.

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree as follows.

Agreement

1. PROGRAM. Facility Liaison and University Representative will design an educational experience in **Athletic Training Program (Department of Kinesiology – College of Nursing and Health Innovation)** ("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; 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. Furnish Facility with the names of the students assigned by University to participate in the Program;
- b. Assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation;

- c. Designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison and give Facility written notice of the name of the University Representative;
- d. University shall assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program;
- e. 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;
- f. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms;
- g. 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 with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility;
- h. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law; and,
- i. 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. Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in this Agreement.
- b. In connection with the Program, Facility will:
 - 1) obtain and maintain all licenses required for operation of Facility and assure that all Facility personnel are appropriately licensed; comply with all applicable requirements of any accreditation authority; and provide University with proof of the following:
 - i. current accreditation via certificate or letter to University at the time this Agreement is executed;
 - ii. current modality calibrations for all modalities available at facility; and,
 - iii. a copy of Facility's current emergency action plan (EAP).

- 2) permit University Representative to verify Facility's continuing compliance with its applicable accreditation standards by an annual site visit or telephone conversation, at University's discretion. If University chooses to verify by site visit, University will give Facility reasonable notice of the visit.
 - 3) upon reasonable notice permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience;
 - 4) appoint a person to serve for Facility as liaison ("Facility Liaison") that will determine appropriate patient care assignments for Students. Facility liaison shall be appointed by the following procedure:
 - i. facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;
 - ii. university shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;
 - iii. no person shall act as Facility Liaison without the prior written approval of University;
 - iv. in the event the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this Section.
 - 5) any Facility Liaison shall maintain their professional license in good standing at all times during the Agreement and undergo annual Facility Liaison training provided by University;
- c. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.
 - d. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.
 - e. Assume sole responsibility for the quality of patient or client care.
 - f. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.

4. NOTICES. All notices under this Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

5. **ASSIGNMENT:** This Agreement may not be assigned by either Party without prior written approval of the other Party.

6. **FORCE MAJEURE.** 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.

7. **TERM AND EFFECTIVE DATE.** This Agreement shall begin on the Effective Date and end on five (5) years after the Effective Date (“Term”). Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party. Notwithstanding the foregoing, the District may immediately suspend or terminate any placement or this Agreement for safety, legal, or policy concerns. In such cases, continuation or completion of a Student’s rotation is at the District’s sole discretion.

8. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas.

9. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

10. **INDEMNIFICATION.** TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, EACH PARTY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE AGENTS, SERVANTS AND EMPLOYEES (COLLECTIVELY THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY LOSSES, EXPENSES AND LIABILITIES (INCLUDING REASONABLE ATTORNEY’S FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY ACT OR OMISSION OF THE INDEMNIFYING PARTY UNDER THE AGREEMENT. THE OBLIGATIONS OF THE INDEMNIFYING PARTY UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

11. **HIPAA.** The Parties agree that:

- a. the Facility 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”);
- b. to the extent that University students are participating in the Program and University faculty members are providing supervision at the Facility as part of the Program, such students and faculty members shall:
 1. be considered part of the Facility’s workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of the Facility;

2. receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the Regulations; and
 3. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through Program participation or a faculty member accessed through the provision of supervision at the Facility that has not first been de-identified as provided in 45 CFR §164.514(a);
- c. University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student or faculty member who is acting as a part of the Facility's workforce as set forth in Section 12(b) of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
- d. No services are being provided to the Facility by the University 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.

12. 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 document constitutes the entire agreement between the parties with respect to the subject matter herein and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be valid unless reduced to writing, 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.

SIGNATURE PAGE TO FOLLOW

In agreement to the above, Facility and University affix their signatures as follows:

FACILITY: Duncanville ISD

By: _____

Name: T. Lamar Goree, Ph.D.

Title: Superintendent

Date: August 18, 2025

UNIVERSITY:

By: _____

Andrew Hippisley, Ph.D.
Vice Provost

Date:

APPROVED:

By: _____

Laura Kunkel, EdD, LAT, ATC
Program Director
Athletic Training Program

Date:

APPROVED:

By: _____

Meredith Decker, PhD, LAT, ATC, PES
Coordinator of Clinical Education
Athletic Training Program

Date: