

## PRECEPTORSHIP AGREEMENT

This preceptorship agreement ("**Agreement**") is made and entered into this 1<sup>st</sup> day of February, 2017, commencing pursuant to Section 6.a., by and between University of Houston School of Nursing (hereinafter "**University**") and InPatient Consultants of Texas, PLLC (hereinafter "**Medical Group**"); University and Medical Group sometimes referred to herein individually as "**Party**" or collectively as "**Parties.**"

### RECITALS

- A. University is an educational institution that has enrolled certain students into one or more of University's professional health care programs. University desires that certain of its students (each a "**Student**") be afforded the opportunity to observe or participate in practical learning and clinical experiences at the facility or the facilities mutually agreed upon by the Parties, (hereinafter individually referred to as "**Facility**" or collectively as "**Facilities**"), under the direction, supervision, control and guidance of qualified health care providers.
- B. Medical Group is a practice management company that provides support to its provider groups in the delivery of health care services to its patients at certain facilities. Medical Group contracts with or employs physicians, nurse practitioners, and physician assistants, who are duly licensed to practice medicine in the State of Texas (each a "**Provider**"). Medical Group recognizes the need to assist in the educational development of students in various health care professions, as contemplated by this Agreement.
- C. University understands that Medical Group is not a facility and that neither Medical Group nor its Providers are agents of any Facility; therefore, in addition to and separate from this Agreement, University understands that it must enter into an affiliation agreement or other similar agreement with each Facility to allow Students on or about the Facility's premises to engage in practical learning and clinical experiences under a provider's supervision (collectively, "**Affiliation Agreement**") prior to any Student taking part in any Clinical Rotation.
- D. Medical Group is willing to permit Students to observe or participate in the performance of selected health care services while under the direction, supervision, control and guidance of one or more Providers during mutually agreed upon times throughout the term of this Agreement (hereinafter "**Clinical Rotations**") at the Facility or Facilities.
- E. The Parties mutually desire to establish each Party's duty and obligations to each other and to set forth the terms and conditions which will govern each Clinical Rotation performed during the term of this Agreement.

**NOW, THEREFORE**, for and in consideration of the recitals above which are incorporated into this Agreement by reference hereof and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **Facilities.** The Parties acknowledge that, with regard to any health care facility in which a Clinical Rotation is desired to occur, neither Medical Group nor University own or operate, are authorized agents of, or have the authority to grant any Student access to any health care facility. A facility is eligible if (1) Medical Group provides health care services at a Facility, and (2) University has received all necessary authorizations and approvals from the Facility, which allows Students on or about the Facility's premises to engage in practical learning and clinical experiences under a provider's supervision; and such authorizations and approvals include, without limitation, verification that each Student meets the University's and the Facility's health requirements to serve the purposes of this Agreement ("**Health Requirements**"), and an Affiliation Agreement. All of the necessary aforementioned authorizations and approvals of a Facility, up to and including the satisfaction of the Health Requirements and an Affiliation Agreement shall hereinafter be referred to collectively as "**Authorizations and Approvals**". If at any time during the term of this Agreement, University does not have the necessary Authorizations and Approvals from a Facility, this Agreement shall not be effective with respect to that Facility and the affected Facility will be deemed *inactive*. University shall immediately notify Medical Group in writing of its defective Authorizations and Approvals in connection with the *inactive* Facility. An *inactive* Facility will remain *inactive* unless and until University regains or renews all the necessary Authorizations and Approvals from the affected Facility and notifies Medical Group in writing. The Parties acknowledge and agree that Clinical Rotations are prohibited from occurring at a Facility while it is considered *inactive*, in accordance with this section. Any modification to the Facilities, such as adding a new facility, shall be subject to Section 8.i below.

2. **Responsibilities of the Parties.**

a. **Responsibilities of University:** Prior to assigning Students to Medical Group and the start date of each applicable Clinical Rotation, University shall:

- (i) Obtain and maintain throughout the entire duration of the Clinical Rotation, all necessary Authorizations and Approvals from each Facility, including obtaining the Facility's acceptance and acknowledgment of each Student engaging in the Clinical Rotations;
- (ii) Designate a staff person of the University ("**University Coordinator**") to coordinate the program described in this Agreement with a designated member of Medical Group's staff. University Coordinator shall:
  1. Coordinate and evaluate the Students' performance on their Clinical Rotation with Medical Group; and
  2. Serve as liaison with Medical Group with respect to University's performance of responsibilities set forth in Section 2.a.

- (iii) Provide to Medical Group a list of the Students who will be participating under the terms of this Agreement and the desired dates of the Students' Clinical Rotations, and obtain Medical Group's approval of such Students and periods of rotation;
- (iv) Present for Clinical Rotations only those Students who are currently in good standing with University and have successfully completed all components of University's educational program that University deems must be completed prior to participation in a Clinical Rotation at a Facility or a similar health care facility ("Prerequisites");
- (v) Orient Students to applicable policies and procedures provided by Medical Group with respect to participation in the Clinical Rotations, and such other University policies, procedures, rules and regulations applicable to Students; such orientation shall include notification that the Student is prohibited from observing or participating in any patient care activities except with the approval and while under the direction, supervision, control and guidance of a Provider;
- (vi) Advise Students in writing that their participation in the Clinical Rotation under Providers' supervision is conditioned at all times on adherence to:
  - 1. All instructions given by the Provider who is supervising the Student's Clinical Rotation;
  - 2. All rules and policies set forth by Medical Group and any Facility with regard to Students' participation in the Clinical Rotation; and
  - 3. Maintaining the confidential nature of patient-identifying information that is disclosed to any Student during their Clinical Rotation with Medical Group.
- (vii) Acknowledge and agree that Medical Group's duty under this Agreement is strictly limited to supervising Student only during such time as Student is physically at the Facility and engaged in activities related to (1) observing patient care procedures performed by Provider; or (2) participating in patient care procedures under the direction, supervision, control and guidance of a Provider (collectively "Medical Group's Scope of Supervision"). University acknowledges and agrees that (1) Medical Group bears no responsibility to supervise a Student at any other time outside the Medical Group's Scope of Supervision, and (2) Medical Group bears no legal liability for any negligent act, omission or any wrongful conduct committed by Student while on the premises of a Facility, including but not limited to, the Student's breach of the Student

Agreement (as defined Section 2.a.(xi) below) and/or the Student's failure to comply with the directions of the supervising Provider.

- (viii) Acknowledge and agree that neither University nor any Student shall author, publish, or assist in the authorship or publication of any materials in any form (including on-line blogs and "tweeted" materials) that include information about the Student's experience in the Clinical Rotations or any of the patients observed or treated by the Student or any Provider at a Facility unless such materials have been approved for release, in writing, by both Medical Group and the Facility and comply with all applicable laws regarding the confidentiality of patient health information. Notwithstanding the foregoing, a Student may, in a manner that complies with all applicable laws regarding the confidentiality of patient health information, provide to University written evaluation of Student's experience in the Clinical Rotations for use by University to grade or evaluate Student's participation in the Clinical Rotations or for University's internal quality assurance purposes and improvement of University's educational program;
  - (ix) Conduct, or cause to be conducted, lawful background checks of Students to include a search of government databases to confirm that no Student has been sanctioned, excluded or otherwise ineligible for federal program participation;
  - (x) Enforce the Students' compliance with applicable policies, procedures, rules and regulations established by the University, the Medical Group, and/or the Facilities;
  - (xi) Require each Student to enter into an agreement for participation in the Clinical Rotation in the form attached as Exhibit A (the "Student Agreement"); and
  - (xii) Regarding matters related to and concerning student participation in the Clinical Rotations, retain general responsibility for all student discipline, off-site and Facility instruction and supervision, control, evaluation, and grading of participating Students.
- b. Responsibilities of Medical Group: During the Term of this Agreement Medical Group shall:
- (i) Maintain, at all times, primary responsibility, control, and supervision of patient care; and
  - (ii) Subject to Section 2.a.(vii), permit Students to observe or participate in the performance of selected health care services while under the direction,

supervision, control and guidance of one or more Provider at applicable Facilities; such selected health care services shall be limited to those professional services, as determined to be appropriate by the Providers, for patients of Medical Group.

**3. Representations.**

- a. University's Representations: University represents and warrants to Medical Group, as follows:
- (i) To the extent required by applicable law, University has verified that the immigration status of each Student whom University presents to Medical Group for participation in a Clinical Rotation under a Provider's supervision permits each such Student's participation in a Clinical Rotation at a Facility;
  - (ii) University has verified that each Student whom University presents to Medical Group for participation in a Clinical Rotation under a Provider's supervision has received the appropriate immunizations and health screenings required by each Facility or as otherwise required by law, and meets all of the Health Requirements as defined above, prior to beginning any Clinical Rotation at such Facility;
  - (iii) Throughout the duration of each Clinical Rotation, University has and will maintain all necessary Authorizations and Approvals with each applicable Facility;
  - (iv) *Prior* to assigning Students to Medical Group at a Facility, University has obtained such Facility's acceptance and acknowledgment of *each Student* that will be engaging in a Clinical Rotation; and
  - (v) Neither University, nor any agent, employee, or Student of University has been sanctioned by or excluded from participation in any federal health care program including but not limited to Medicare and Medicaid; and
  - (vi) University acknowledges that the foregoing representations are reasonable and necessary to protect the legitimate business interest of Medical Group and that Medical Group would not have entered into this Agreement without the foregoing representations; therefore, University shall immediately notify the Medical Group in writing of any change to the above representations.
  - (vii) University represents and warrants that University (including, for all purposes set forth below, University's owners, directors, officers, employees, contractors, agents, subsidiaries, and affiliates) is NOT currently or in the past been excluded from participating in or providing

items or services to any state or federal health care program including, but not limited to, Medicare, Medicaid, Tricare, and the Veterans Administration programs. University further represents and warrants that University is in good standing under the laws of Texas and has the authority to enter into this Agreement. These shall be ongoing representations and warranties during the term of this Agreement, and University shall immediately provide the Group with written notice of any change in the status of the representation and warranty set forth in this Section 3. For purposes of this section 3, the term "excluded" or "exclusion" means University's then existing, prospective or retroactive exclusion from participation in any state or federal health care program and also includes University's debarment, suspension, or any other action that makes University ineligible to participate (including revocation of enrollment and billing privileges) in any state or federal health care program or in federal procurement or non-procurement programs. This definition also includes University's conviction of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), even if University has not yet been excluded, debarred, suspended, or otherwise declared ineligible. To the extent authorized under applicable law, University agrees to indemnify and hold harmless the Group, its subsidiaries and affiliates, from and against any and all costs, fines, expenses or other amounts arising from University's violation of the foregoing representations and warranties.

b. Medical Group's Representations: Medical Group represents and warrants to University as follows:

- (i) To Medical Group's knowledge, each Provider who participates in a Clinical Rotation is licensed to practice medicine in the State of Texas and has been granted those medical staff privileges at the applicable Facility sufficient to serve the purposes of this Agreement; and
- (ii) Each Provider shall perform the services required hereunder in accordance with all applicable bylaws, rules, regulations, procedures, and policies of each Facility and its medical staff.

4. Professional Fees. Medical Group shall, in accordance with all applicable laws, have the sole right and responsibility to bill and collect any professional fees for services provided at the Facilities, which may include but is not limited to any services which are observed or provided by a Student under the direction, supervision, control and guidance of a Provider.

5. Insurance and Indemnification.

a. University Professional Liability Insurance: For each Student on Clinical Rotation with Medical Group pursuant to this Agreement, University shall obtain and

maintain in full force and effect professional liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Five Hundred Thousand Dollars (\$1,500,000) in the aggregate. It is agreed that a funded self-insurance program is acceptable in lieu of any commercial insurance requirements stated herein. As evidence of such agreed coverage, University will furnish Medical Group with a certificate of insurance or other acceptable documentation upon reasonable request. University will provide written notice to Medical Group at least thirty (30) days in advance of a termination of such coverage.

- b. Student Health Insurance: University shall require that all Students carry health insurance coverage under the University's health insurance policy or under a comparable accident and sickness health insurance plan. Upon Medical Group's request, University will furnish, or will cause Student to furnish, Medical Group with evidence of health insurance coverage for the Student. University will provide, or will cause Student to provide, written notice to Medical Group at least thirty (30) days in advance of a termination of such coverage.
- c. Medical Group Professional Liability Insurance: Throughout the Term of this Agreement, Medical Group will obtain and maintain, or will cause its Providers to obtain and maintain, professional liability coverage, in minimum amounts as required by State law and each Facility. As evidence of such coverage, Medical Group will furnish the University with a certificate of insurance upon reasonable request. Medical Group will notify University at least thirty (30) days in advance of a termination of such coverage.
- d. Indemnification: To the extent allowed by Texas law, each Party to this Agreement shall indemnify and hold harmless the other Party and its affiliated corporations and entities, and its directors, trustees officers, agents and employees (the "**Indemnified Parties**") against any and all damages, losses, costs, and expenses including reasonable attorneys' fees (collectively "**Liabilities**") incurred by the Indemnified Parties to the extent such Liabilities arise or are alleged to arise from the indemnifying Party's breach of this Agreement, negligent or willful acts or failure to act or the grossly negligent or willful acts of the indemnifying Party's directors, trustees, officers, agents and employees.

#### 6. Term and Termination.

- a. Term: This Agreement's "**Effective Date**" shall commence only at *approved* Facilities on or after the latter of (1) the date first stated above; or (2) the last date signed on the Signature Page of this Agreement, and will continue in effect for an initial term of one year ("**Initial Term**"). At the end of the Initial Term, this Agreement will automatically renew for one (1) additional one (1) year period (a "**Renewal Term**"), unless terminated as provided herein. As used herein and

throughout the Agreement, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Initial Term or the last Renewal Term, as applicable. The Term of this Agreement may be renewed or extended by mutual written consent of the Parties.

- b. Without Cause Termination: Either Party may terminate this Agreement without cause at any time by giving thirty (30) days prior written notice. Both Parties, at least sixty (60) days prior to the expiration of the Initial Term and/or any subsequent Renewal Term of this Agreement thereafter, may evaluate the program and review this Agreement. Subject to Sections 6.c., 6.d. and 6.e below, in the event that the termination date occurs while a Student is still actively participating in a Clinical Rotation, based upon mutual written consent of both Parties, the termination shall be extended to take effect with regard to that active Student when that particular Clinical Rotation has ended.
  - c. Termination for Breach: This Agreement may be terminated at any time by either Party for cause in the event of a breach of any term or condition and failure of the defaulting Party to cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-defaulting Party.
  - d. Immediate Termination: Notwithstanding the foregoing, this Agreement shall terminate immediately as set forth below:
    - (i) If a Facility requests the removal of a Student, for any reason, then this Agreement shall be terminated immediately with respect to that Student.
    - (ii) If at any time during the Term of this Agreement, Medical Group ceases to provide health care serves at a Facility, for any reason, then this Agreement shall be terminated immediately with respect to that Facility.
  - e. Termination of Student Rotation: Upon receipt of a written request from Medical Group, University shall immediately remove a Student from a Clinical Rotation with Medical Group if, in the sole judgment of Medical Group, the Student has violated the terms of the Student Agreement, the Student's performance is unsatisfactory and/or detrimental to the quality of patient care provided by Medical Group. If applicable, such Student shall not be permitted to transfer to another Facility to observe or participate in Clinical Rotations with a Provider under this Agreement.
7. Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been received when delivered in person or as of the date recorded on a signature card or similar proof of receipt to the address below, or to such other persons or places as either Party may from time to time designate by written notice to the other.

**If to University:**

University of Houston School of Nursing  
14000 University Boulevard  
Sugar Land, TX 77479  
Attention: Administrator

**If to Medical Group:**

InPatient Consultants of Texas, PLLC  
4605 Lankershim Blvd, Suite 617  
North Hollywood, CA 91602  
Attention: Contracting Department

**8. Miscellaneous.**

- a. Non Discrimination: University and Medical Group shall not discriminate against any individual on the basis of race, color, religion, creed, age, handicap, disability, sex, sexual identity, sexual orientation, veteran status, national origin, or political affiliation.
- b. Parties Relationship: Nothing contained herein shall be deemed or construed as creating a relationship of principal and agent or of partnership or of joint venture between the Parties hereto. Students shall not be considered servants, agents, or employees of Medical Group, any Facility, or University but rather student trainees who do not replace Medical Group employees and who are not covered by any Facility's, Medical Group's or University's Social Security, Worker's Compensation insurance or Unemployment Compensation insurance.
- c. Counterparts, Facsimile or Electronic Signature. This Agreement may be signed in one or more counterparts including via facsimile, email or by electronic signature in accordance with the laws of State of Texas, the U.S. Electronic Signatures in Global and National Commerce Act of 2000, and the Uniform Electronic Transactions Act of 1999, all of which shall be considered one and the same agreement, binding on all Parties hereto. A signed facsimile or photocopy of this Agreement shall be binding on the Parties to this Agreement.
- d. Non-Exclusivity: This Agreement shall not prevent Medical Group from providing health care services at other various other health care facilities or accepting students from other educational institutions, nor shall this Agreement prevent University from placing its Students with other medical groups, entities or facilities.
- e. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
- f. Binding Effect and Assignment: This Agreement shall be binding upon and shall inure to the benefit of Parties and their respective successors, heirs, assigns, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of the non-assigning Party.
- g. Authorized Signatures: Individuals executing this Agreement on behalf of the Parties represent and warrant that they have been authorized to do so.

- h. Captions:** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- i. Entire Agreement and Modifications:** This Agreement contains the entire understanding of the Parties relating to the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations between the Parties, either oral or written, relating to the subject matter of this Agreement which are not expressly set forth herein are of no force or effect. Any modifications or amendments hereto must be agreed to by both Parties in writing and shall become effective on the date stated therein.
- j. Compliance:** The Parties shall perform all obligations in this Agreement in accordance with applicable professional standards and all applicable federal, state or local governmental laws and regulations, and in accordance with those standards of the applicable accrediting body. During the term(s) of this Agreement, the Parties shall take such actions, including revising this Agreement, as necessary or advisable to comply fully with all laws, rules regulations applicable to the performance of the Agreement, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the Family Educational Records and Privacy Act.
- k. No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to confer upon any person or entity other than the Parties hereto, and their respective successors or permitted assigns, any remedy or claim as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto, and their successors and permitted assigns.

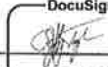
**[Signature Page to follow]**

IN WITNESS WHEREOF, the Parties have caused this Preceptorship Agreement to be duly executed as set forth below, and is effective as specified herein.

**UNIVERSITY:**  
University of Houston School of Nursing

**MEDICAL GROUP:**  
InPatient Consultants of Texas, PLLC

**Sign:** Kathryn Tart, RN

**Sign:** 

**Print Name:** Kathryn Tart, EdD, MSN, RN

**Print Name:** R. Jeffrey Taylor

**Title:** Dean and Professor

**Title:** Authorized Representative

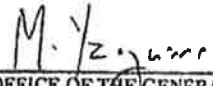
**Date:** Feb. 10, 2017

**Date:** February 22, 2017 | 12:16 PST

**UNIVERSITY:**  
University of Houston School of Nursing

**APPROVED AS TO FORM BY:**

**Sign:** 

  
OFFICE OF THE GENERAL COUNSEL  
UNIVERSITY OF HOUSTON SYSTEM

**Print Name:** Paula Myrick Short, PhD

**Title:** Senior Vice Chancellor for Academic Affairs and Provost, University of Houston

  
Sabrina Hassumani  
Associate Provost, Finance & Administration

**Date:** 2-16-17


**APPROVED AS TO FORM BY:**  
**(AS MODIFIED) BY:**

**Sign:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** Office of the General Counsel,  
University of Houston System

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

  
Bruce Jones  
Vice Provost, Academic Programs  
Office of the Provost

**EXHIBIT A**

**Student Agreement**

This Student Agreement is made by the undersigned ("**Student**") with respect to Student's participation in a Clinical Rotation at certain facilities (individually referred to as "**Facility**" or collectively as "**Facilities**") pursuant to the Preceptorship Agreement between InPatient Consultants of Texas, PLLC ("**Medical Group**") and University of Houston School of Nursing ("**University**") to be effective as provided below.

As used herein, a "**Clinical Rotation**" shall mean Student's observation or participation in the performance of selected health care services while under the direction, supervision, control and guidance of Medical Group's employed provider, as permitted by University and Medical Group at a certain Facility or certain Facilities.

In consideration of, and as a condition to, Student's participation in the Clinical Rotation, Student hereby agrees as follows:

1. Throughout the term of the Clinical Rotation, Student shall:
  - a. Satisfy the following:
    - (i) Student is currently and will remain in good standing with University and has successfully completed all components of University's educational program that University deems must be completed prior to participation in a Clinical Rotation at a Facility or a similar health care facility.
    - (ii) Student has provided University with pertinent information about the Student as permitted by law, including but not limited to the Student's health status report, the Student's immunization record and verification that Student meets the University's and Facilities' health requirements.
  - b. Maintain personal health insurance;
  - c. Never have been sanctioned by or excluded from participation in any federal or state health care program;
  - d. Observe and comply with the directions of the Medical Group personnel who provide supervision to Student during the Clinical Rotation;
  - e. Observe and comply with applicable policies, rules, and regulations of University, Medical Group, and the Facilities with respect to Student's participation in the Clinical Rotation; and

- f. Maintain the confidentiality of all patient information obtained by or disclosed to Student in the course of the Clinical Rotation in accordance with all applicable laws and policies of Medical Group and the Facilities.
2. Student shall not author, publish, or assist in the authorship or publication of any materials in any form (including on-line and "tweeted" materials) that include information about the Student's experience in the Clinical Rotations or any of the patients observed or treated by the Student or any Provider at a Facility unless such materials have been approved for release, in writing, by both Medical Group and the Facility. Notwithstanding the foregoing, Student may, in a manner that complies with all applicable laws regarding the confidentiality of patient health information, provide to University written evaluation of Student's experience in the Clinical Rotations for use by University to grade or evaluate Student's participation in the Clinical Rotations or for University's internal quality assurance purposes and improvement of University's educational program. This obligation shall continue after the termination of Student's participation in the Clinical Rotation.
3. Student acknowledges and agrees that Student is not a servant, agent, or employee of Medical Group or any Facility but is participating in the Clinical Rotation solely for the educational purposes of Student. Student further acknowledges that Student is not eligible for any compensation, employment benefits, Social Security contributions, workers compensation insurance or unemployment insurance.
4. Student shall have no right to bill or collect any professional fees for services provided by Student in the course of the Clinical Rotation. Student acknowledges and agrees that, to the extent permitted by applicable law, Medical Group shall have the sole right and responsibility to bill and collect professional fees for services provided by Student while acting under the supervision of a Medical Group provider.
5. This Student Agreement shall be effective on the first day of Student's participation in the Clinical Rotation.

**Accepted and Agreed by Student:**

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Printed Name of Student

\_\_\_\_\_  
Date of Signature