

K-14-00785

UHV Contract #765-14-0250

**AFFILIATION AGREEMENT
BY AND BETWEEN
TEXAS CHILDREN'S HOSPITAL
AND
UNIVERSITY OF HOUSTON - VICTORIA**

This Affiliation Agreement ("Agreement") is entered into May 26, 2014 ("Effective Date") by and between Texas Children's Hospital ("TCH"), with its principal place of business at 6621 Fannin, Houston, Texas, 77030 and University of Houston – Victoria School of Nursing ("School"), with its principal place of business at 3007 N. Ben Wilson, Victoria, Texas 77901.

WHEREAS, TCH is an acute care facility in Houston, Texas that supports excellence in patient care, education and research; and

WHEREAS, School is an academic institution with colleges or departments offering educational degrees or programs in health care and related disciplines; and

WHEREAS, TCH and School desire to participate in an affiliation that promotes and advances education in health care disciplines; and

WHEREAS, TCH agrees to provide education and training in a health care setting to students enrolled at School who have completed the appropriate courses of study ("Student" or "Students").

NOW THEREFORE, in consideration of the mutual covenants described herein and for other good and valuable consideration, TCH and School hereby agree to be bound as stated herein.

1. SCOPE OF AGREEMENT

- 1.1 School and TCH agree that Students may participate in clinical nursing experience at TCH.
- 1.2 School and TCH shall mutually agree on the designation, number and placement of Students that are assigned to TCH for an educational experience. TCH may limit the number of Students accepted based on availability of resources. Nothing herein shall require TCH to accept any Students if resources are unavailable, for any reason.

- 1.3 Nothing contained herein shall prohibit TCH or School from having the same or similar agreements or arrangements with other schools or healthcare facilities.

2. OBLIGATIONS OF SCHOOL

- 2.1 School shall permit only Students who are enrolled in or have completed the appropriate coursework necessary for the placement and who have knowledge and skills appropriate for the placement to participate in the educational experience. Students must have appropriate training, education, skills, and level of professionalism to participate in the educational experience. Students must be physically able to perform the duties necessary to complete the assigned experience. TCH may refuse placement to any Student who does not meet these qualifications.
- 2.2 School shall ensure Student assignments at TCH are consistent with Students' educational abilities and objectives.
- 2.3 School shall provide TCH with a copy of Student's course curriculum and learning objectives at the time a request for Student placement is submitted.
- 2.4 School shall ensure Students meet the following requirement, and shall submit proof of same to TCH upon request:
 - 2.4.1 A negative TB skin test (PPD) during the year of Student's assignment (if positive, school must submit to TCH a report of a negative chest x-ray in the previous 6 months); and
 - 2.4.2 Proof of MMR or titer results for rubella and rubeola; and

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- 2.4.3 History of occurrence of chicken pox, titer results or Varivax (2 injections); and
- 2.4.4 Vaccination for Hepatitis B (encouraged) if no history of occurrence; and
- 2.4.5 Blood Borne Pathogen Training; and
- 2.4.6 Current CPR Certification (American Heart Association preferred).
- 2.5 School shall ensure its staff ("Faculty") are present, as appropriate, and are competent to supervise the activities of Students. Faculty who participate in activities at TCH must meet the requirements in Section 2.4 above.
- 2.6 School agrees to screen Students and Faculty for criminal background activity and shall submit same to TCH upon request. School further agrees that Students and Faculty assigned to TCH will not have any of the following criminal background activity during the seven years prior to Student's participation in an educational experience hereunder: convictions or deferred adjudication or a similar agreement with the court for any felony, or any misdemeanor involving minor children, violent activity, weapons, theft, burglary, fraud, dishonesty, drugs or sexual activity.
- 2.7 School shall ensure any regulatory agency requirements for faculty-to-student ratios are met.
- 2.8 School shall require Students to carry and maintain health care insurance. School shall inform Students that they are fully responsible for their own health care insurance and health care services.
- 2.9 School shall instruct Students to comply with all applicable TCH rules, regulations, policies and procedures while on TCH premises or while performing activities contemplated hereunder.
- 2.10 School shall inform Faculty and Students that they must sign a confidentiality agreement prior to the start of their experience at TCH.
- 2.11 Students shall wear an authorized identification badge at all times while on TCH premises.
- 2.12 School shall ensure Students complete any orientation required by TCH. School shall require Students to complete any training requirements designated by TCH to achieve additional knowledge and skills needed to meet regulatory, agency or TCH standards for delivery of care.
- 2.13 School shall designate a representative to meet with TCH representatives, as needed, to identify and act on opportunities to improve this affiliation.
- 2.14 School shall, upon TCH's request, immediately remove any Student whose performance or conduct is determined, in TCH's sole judgment, to be inappropriate or unsatisfactory.
- 3. OBLIGATIONS OF TCH**
- 3.1 TCH shall provide space and facilities for activities relating to this educational experience, as available. Students and Faculty may utilize dining and parking facilities at their own expense.
- 3.2 TCH shall maintain overall supervisory responsibility for patient care services provided to TCH patients. TCH retains sole discretion in and responsibility for the direction of medical and nursing care provided to TCH patients. TCH shall not utilize Students in lieu of its workforce.
- 3.3 TCH shall create an environment that fosters and supports effective Student learning experiences.
- 3.4 TCH shall designate a representative to meet with School representatives, as needed, to identify and act on opportunities to improve this affiliation.
- 3.5 TCH shall, at School's request, evaluate Student's performance in the manner and at times reasonably requested by School, and according to criteria provided by School.
- 3.6 TCH shall permit Faculty to visit TCH, upon reasonable notice and at agreed upon times, and Faculty may be escorted by TCH personnel.
- 4. INSURANCE**
- School will maintain comprehensive medical professional liability insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate, with respect to its duties and obligations pursuant

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to this Agreement. School's insurance or self-insurance coverage shall cover general and medical professional liability arising out of the actions of School, Students, and Faculty. School shall provide TCH with a certificate that demonstrates such coverage. School shall promptly provide TCH with written documentation of any change, cancellation, or renewal of such insurance. In the event School fails to comply with the requirements in this section, TCH may terminate this Agreement immediately upon written notice to School.

5. INDEPENDENT RELATIONSHIP

School and TCH shall perform the services herein as independent contractors and not as employees, agents, subcontractors, partners, or joint venturers. Moreover, School and TCH agree that Students and Faculty are not the employees, agents, subcontractors, partners or joint venturers of TCH. Participation or completion of an educational experience at TCH does not guarantee a future employment position at TCH.

6. CONFIDENTIALITY

In the event that School, Students, or Faculty are exposed to or has access to confidential information, including but not limited to protected health information ("PHI") as defined by the Health and Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA"), business records, policies and procedures, and other proprietary information, then School agrees not to (1) use any Confidential Information for any purpose other than to fulfill its obligations under this Agreement or (2) disclose Confidential Information to any third party without the express written consent of an authorized TCH representative or as necessary to comply with the terms of this Agreement or as required by law. Furthermore, School shall instruct Students and Faculty that they are not permitted to (1) use any Confidential Information for any purpose other than to fulfill its obligations under this Agreement or (2) disclose Confidential Information to any third party without the express written consent of an authorized TCH representative or as necessary to comply with the terms of this Agreement or as required by law. School shall also instruct

Students to sign a confidentiality statement to this effect that will be provided by TCH. School shall use reasonable efforts to assist TCH in distributing such confidentiality statement and collecting confidentiality signed statements, if appropriate.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be four (4) years from the Effective Date ("Initial Term") unless terminated in accordance with this Agreement. At the end of the Initial Term, this Agreement may be renewed by written mutual agreement of the parties.

7.2 Termination. This Agreement may be terminated by either party at any time, with or without cause, by providing thirty (30) days written notice to the other party. This Agreement may be terminated immediately by TCH under any one of the following circumstances:

7.2.1 Either party is declared bankrupt, becomes insolvent or goes into liquidation;

7.2.2 Fire or other casualty causes damage or destruction such that continuation of the relationship is no longer feasible as determined by TCH;

7.2.3 Any federal, state or local licenses, certifications or approvals required by School cannot be obtained or is at any time suspended, terminated or revoked; but subject to any grace or cure periods permitted;

7.2.4 Fraud, felonious conduct or dishonesty in the performance of services hereunder;

7.2.5 Willful misconduct or gross negligence in the performance of services hereunder;

7.2.6 TCH believes, in its reasonable discretion, that patient care, treatment, or research is jeopardized;

7.2.7 Termination is permitted by another section contained in

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this Agreement or is permitted by law.

7.3 In the event of termination, each party shall use reasonable efforts to permit Students who are currently participating in an educational experience to complete their assignments.

8. USE OF NAME

Neither party may use the other party's name, logos or trademarks in any program materials, marketing items, advertisements or for any other purpose, without express prior written permission from the other party.

9. SEVERABILITY

In the event any provision of this Agreement is held to be illegal, invalid, or unenforceable for any reason, such provision shall be revised to the extent that it becomes enforceable and the Agreement shall remain in full force and effect, disregarding such unenforceable or invalid provision, provided that the unenforceable or invalid provision is not material to the overall purpose and operation of this Agreement. If necessary in order to make the Agreement legal, valid and enforceable, the parties shall meet to confer upon an amendment or modification to this Agreement.

10. AMENDMENT

This Agreement may be amended only by a written agreement signed by both TCH and School.

11. LEGAL NOTICES

Unless otherwise stated herein, notices or communications required by this Agreement shall be in writing and shall be deemed delivered when hand-delivered or five (5) days after being sent by U.S. mail, return receipt requested, to the following addresses:

If to School:
University of Houston - Victoria
School of Nursing
3007 N. Ben Wilson
Victoria, TX 77901
Attn: Denise Neill

If to TCH:
Texas Children's Hospital
1919 S. Braeswood, MB2334
Houston, TX 77030
Attn: Director, Clinical Training/ Development

With a copy to:
Texas Children's Hospital
1919 S. Braeswood, Ste. 6310
Houston, TX 77030
Attn: Manager, Contracts Administration

12. NO DISCRIMINATION

During the performance of this agreement, the parties agree not to unlawfully discriminate, harass or allow harassment against any student participating in this educational experience because of race, color, sex, age, religion, national origin, veteran status or any other status protected by applicable law or regulation.

13. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. Venue for any action or proceeding relating to this Agreement or the services hereunder shall only be proper in Harris County, Texas. The parties hereto expressly submit to the personal jurisdiction of the courts thereof.

14. ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature pages may be signed manually or electronically and may be transmitted by facsimile or another secure mode of transmission. Electronic signatures and electronically transmitted signatures will have the same legal effect as an original.

15. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement and understanding of the Parties relating to the subject matter of this Agreement and supersedes all prior or contemporaneous communications or agreements, whether oral or written, between TCH and School regarding the subject matter hereof.

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In WITNESS WHEREOF, the undersigned Parties have executed this Agreement by their duly authorized representatives, intending to be bound hereby.

TEXAS CHILDREN'S HOSPITAL

UNIVERSITY OF HOUSTON - VICTORIA

DocuSigned by:
Francine Kingston
By: _____
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By: *Kathryn Tart 4-22-14*

Name: Francine Kingston

Name: Kathryn Tart, RN, MSN, Ed.D

Title: Director, Clinical Training & Development

Title: Dean, School of Nursing

Date: 5/21/2014

Date: _____

DocuSigned by:
Rhonda Williams

APPROVED AS TO FORM BY:
M. Yzaguirre

OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM