

**AFFILIATION AGREEMENT
BETWEEN FORT BEND COUNTY AND WALDEN UNIVERSITY**

This Affiliation Agreement is entered into by Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter COUNTY) and Walden University (hereinafter SCHOOL).

RECITALS

WHEREAS, SCHOOL is engaged in the operation of a Master of Public Health (MPH) curriculum and educational program, and desires to have its enrolled students perform components of their clinical course experience (hereinafter PROGRAM) at COUNTY;

WHEREAS, COUNTY serves the general health and well-being of a broad community by providing public health services;

WHEREAS, COUNTY is willing to make facilities available to qualified students who will be supervised by Fort Bend County Staff;

WHEREAS, this Agreement services a public purpose; and

WHEREAS, the governing bodies of COUNTY and SCHOOL have duly authorized this Agreement.

I. BASIC TERMS

In consideration of the foregoing, and further consideration of the mutual promises, covenants, and conditions herein, the parties agree as follows:

- A. Both parties will share in the education process.
- B. No financial obligation shall be incurred by either party as a result of this Agreement.
- C. The Parties agree that at no time will students of SCHOOL be considered employees of COUNTY and therefore will not eligible to receive payment for services rendered, replace a COUNTY employee or possess authority to enter any form of agreement, binding or otherwise, on behalf of COUNTY.
- D. The Parties shall not discriminate against any person because of race, color, gender, sexual orientation, national origin, handicap, special disabled veteran's status or Vietnam-era veteran's status.
- E. TO THE EXTENT ALLOWED BY LAW, COUNTY AGREES TO AND SHALL HOLD HARMLESS SCHOOL, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEY'S FEES, BODILY INJURY, SICKNESS, DISEASE OR DEATH ARISING FROM OR WHICH MAY BE ALLEGED TO ARISE FROM THE ACTS OR OMISSIONS OF THE COUNTY.
- F. During the term of this Agreement, COUNTY shall keep in full force liability insurance or a comparable program of self-insurance with limits sufficient to cover the activities contemplated in this agreement.

II. OBLIGATIONS OF COUNTY

- A. COUNTY will accept students assigned by SCHOOL staff to facilities located at 4520 Reading Road, Ste A, Rosenberg, TX 77471 and supervised by Fort Bend County Director of Clinical Health Services.

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- B. COUNTY will, under proper supervision, permit “hands on” experience at levels COUNTY determines to be appropriate based on the knowledge and training of the student.

III. OBLIGATIONS OF SCHOOL

- A. SCHOOL shall establish guidelines for student clinical eligibility for PROGRAM.
- B. SCHOOL shall be responsible for the provision of classroom theory and practical instruction to student prior to clinical assignments.
- C. SCHOOL shall be responsible for selection of students participating in PROGRAM
- D. SCHOOL shall require students to attend clinical orientation as required by COUNTY.
- E. SCHOOL shall require student to provide to the COUNTY such results for drug testing, health care and criminal background checks prior to student being permitted to commence participation in the PROGRAM at the COUNTY.
- F. In cooperation with COUNTY, SCHOOL shall prepare schedules, ensure that COUNTY receives schedule and that COUNTY approves proposed schedule prior to sending students.
- G. SCHOOL shall require compliance with all COUNTY policies as provided to SCHOOL.
- H. SCHOOL shall require students to supply COUNTY with proof of student health to include:
 - 1. Negative PPD test
 - 2. HBV vaccine or signed refusal
 - 3. Other immunizations as required by law
- I. SCHOOL shall require students to provide to COUNTY a completed Confidentiality Statement prior to participating in PROGRAM at the COUNTY. See Exhibit “A” to this Agreement.
- J. **SCHOOL AGREES TO AND SHALL HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEY’S FEES, BODILY INJURY, SICKNESS, DISEASE OR DEATH ARISING FROM OR WHICH MAY BE ALLEGED TO ARISE FROM THE USE OF COUNTY’S FACILITIES BY SCHOOL’S STUDENTS, FACULTY AND/OR STAFF PURSUANT TO THIS AGREEMENT.**
- K. Prior to commencement of the Services, SCHOOL shall furnish COUNTY with properly executed certificates of insurance which shall evidence all insurance required and provide a provision for 30 days’ prior written notice to COUNTY of cancellation. SCHOOL shall provide certified copies of insurance endorsements, if requested by COUNTY. SCHOOL shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates for any such insurance expiring prior to completion of Services. SCHOOL shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 1. During the term of this Agreement, SCHOOL shall keep in full force professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, which shall extend to the activities contemplated under this Agreement and undertaken on COUNTY premises, covering both faculty and students, and shall provide COUNTY proof of said coverage upon return of this Agreement.
- L. SCHOOL shall adhere to COUNTY Communicable Disease Reporting requirements and will require students to provide to COUNTY verification of successful completion of education on blood born pathogens.
- M. SCHOOL shall inform COUNTY of any change in student(s) status during participation in PROGRAM.

- N. SCHOOL shall comply with COUNTY's request to remove a student(s) in the event that COUNTY determines that there is cause to do so.
- O. SCHOOL agrees to require all faculty and students utilizing COUNTY facilities to sign a Release of Liability that fully releases COUNTY of any and all claims with respect to illness or injuries sustained while engaged in activities pursuant to this Agreement. See Exhibit "B" to this Agreement.

IV. TERM AND TERMINATION

- A. The original term of this Agreement will begin upon execution by COUNTY and end September 30, 2012. Thereafter this Agreement shall automatically renew for one year terms, not to exceed a period of five years, unless thirty (30) days written notice of intent to terminate is given by either party to this Agreement.
- B. Termination may occur on behalf of either party without cause upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein. If Agreement is terminated in this manner, COUNTY will permit any participating student to complete their assignment in PROGRAM.
- C. COUNTY may immediately terminate this Agreement without prior notification in the event that COUNTY determines that SCHOOL has breached this Agreement or failed to comply with law.

V. MISC. TERMS

- A. COUNTY retains responsibility and decision-making authority for all aspects of patient care
- B. No term or provision of this Agreement or act during the term of this Agreement shall be construed as making SCHOOL or any participating student the agent, servant or employee of County, or making SCHOOL or any of its students eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which COUNTY provides to its employees
- C. Medical care for any acute injury or illness students may experience while at Facilities will be provided; the cost of which is the sole responsibility of student.
- D. COUNTY reserves the right to prohibit student observation or participation in the event that a patient objects to same.
- E. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in any exhibit or attachment identified in Agreement. It is further understood and agreed that this Agreement supersedes all prior communications and negotiations between the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.
- F. This Agreement is exclusively between the two named parties, and may not be assigned by any party without prior written consent to the other party.
- G. This Agreement shall be construed under and in accord with the laws of the State of Texas, Fort Bend County.
- H. Any and all notices or communications required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested as follows:

If to COUNTY:

Fort Bend County
 301 Jackson
 Richmond, Texas 77469
 Attn: County Judge

If to SCHOOL:

Walden University
 155 Fifth Avenue South, Suite 100
 Minneapolis, MN 55401
 Attn: Field Education Coordinator
School of Health Sciences

With copy to:

Fort Bend County Health and Human Services
4520 Reading Rd., Suite A
Rosenberg, Texas 77471
Attention: Director of Health and Human Services

With a copy to:

Walden University
155 Fifth Avenue S, Suite 100
Baltimore, MD 21202
Attention: Assistant General Counsel

*Either Party may change the address for notification by submitting written notice of same to the other.

VI. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

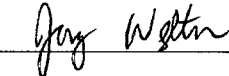
FORT BEND COUNTY

By: 

Grady Prestage, Commissioner, Precinct Two
Presiding Officer of Commissioners Court

Date: October 11, 2011

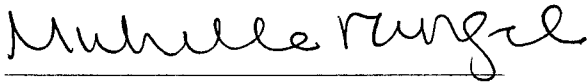
WALDEN UNIVERSITY

By: 

Printed Name: Jorg Westermann, Associate Dean, School of Health Sciences

Date: 8-29-11

Approved as to legal form:*



Michelle T. Rangel
Assistant County Attorney

* By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney.

STUDENT CONFIDENTIALITY AGREEMENT

The student, signing this confidentiality form below, acknowledges and agrees to the following.

Student agrees to maintain confidentiality of all patient information and all confidential hospital information. The undersigned, agrees not to reveal to any person or persons, except authorized individuals, any specific patient information, except as required by law or as authorized by COUNTY.

Student further agrees that if computer network account is made available for student purposes, that such information contained within the computer network is confidential information. Student will not remove any confidential computer records from COUNTY. Student agrees not to change, delete, modify, or remove any computer file that belongs to another person.

Student acknowledges that any violation of this confidentiality Agreement is cause for disciplinary action, including administrative removal from the PROGRAM, and may also result in legal action by COUNTY, patients, government, or other individuals.

Dated this _____ day of _____, 20__.

PROGRAM Participant Signature: _____

Witness Signature: _____