

Amendment

This amendment ("Amendment") is entered into between the University of Houston - Victoria ("University") and Fort Bend County ("Facility"). University and Facility may be referred to singularly as a "Party" and collectively as the "Parties." This Amendment incorporates by reference the attached Agreement entitled "Affiliation Agreement" executed on September 13, 2011 (the "Agreement").

THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

If health care checks, drug testing, or criminal background checks are required by Facility, University will use good faith efforts to direct students to a third party vendor at the student's cost for the purposes of performing applicable drug testing and health care and criminal background checks. All results will be submitted by the vendor to Facility without involvement by University.

To the extent the terms, provisions, covenants, or conditions in this Amendment are inconsistent with those in the Agreement, the terms, provisions, covenants, or conditions in this Amendment shall control and be binding on the Parties upon full execution of this Amendment by the Parties' authorized representatives. All other terms, provisions, covenants, and conditions in the Agreement shall remain in full force and effect and shall not be superseded by this Amendment. This Amendment, together with the Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof.

UNIVERSITY:
Signature: <u>Kathryn Tart</u>
Printed Name: <u>Kathryn Tart, Ed.D., RN, CNE</u>
Title: <u>Dean, UHV School of Nursing</u>
Date: <u>1-12-2012</u>

FACILITY:
Signature: <u>Robert E. Hebert</u>
Printed Name: <u>Robert E. Hebert</u>
Title: <u>County Judge</u>
Date: <u>February 14, 2012</u>

APPROVED AS TO FORM BY

OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM

2-15-12 copy received

**AFFILIATION AGREEMENT
BETWEEN FORT BEND COUNTY AND
UNIVERSITY OF HOUSTON VICTORIA SCHOOL OF NURSING**

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 University of Houston –Victoria on behalf of its School of Nursing (hereinafter SCHOOL).

RECITALS

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

WHEREAS, SCHOOL provides innovative and flexible programs for entering or advancing a career in nursing and desires to have its enrolled students perform components of their clinical experience (hereinafter PROGRAM) at COUNTY;

WHEREAS, COUNTY has sufficient resources to permit student placement at one or more COUNTY facilities;

WHEREAS, this Agreement serves 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 for services rendered pursuant to this Agreement.
- C. The Parties agree that at no time will SCHOOL students, faculty or staff 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, age, sex, religion, national origin, or disability.

II. OBLIGATIONS OF COUNTY

- A. COUNTY will accept students assigned by SCHOOL staff to one or more County facilities who will be supervised by the Fort Bend County Director of Clinical Health Services, or the Director's designee.
- B. COUNTY will, under proper supervision, permit "hands on" clinical 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 eligibility for PROGRAM.

- B. SCHOOL shall be responsible for the provision of classroom theory and practical instruction to students prior to PROGRAM assignments.
- C. SCHOOL shall be responsible for selection of students participating in PROGRAM
- D. SCHOOL shall ensure students attend PROGRAM orientation as required by COUNTY.
- E. SCHOOL shall ensure that no student will be permitted to participate in PROGRAM without such results for drug testing, health care and criminal background checks being on file with COUNTY prior to commencing participation.
- 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 ensure compliance with all COUNTY policies as provided to SCHOOL.
- H. SCHOOL shall supply COUNTY with proof of Participant health to include:
 1. Negative PPD test
 2. HBV vaccine or signed refusal
 3. Other immunizations as required by law
- I. SCHOOL shall ensure that Confidentiality Statement(s) have been completed by each Participant prior to participating in PROGRAM. See Exhibit "A" to this Agreement.
- J. **EXCEPT AS LIMITED BY THE LAWS OF THE CONSTITUTION OF THE STATE OF TEXAS, 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 PROGRAM PARTICIPATION BY SCHOOL'S STUDENTS, FACULTY AND/OR STAFF PURSUANT TO THIS AGREEMENT.**
- K. 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 provide student education on blood born pathogens during initial training.
- 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 PROGRAM students, faculty and staff 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.
- P. SCHOOL agrees to advise all PROGRAM students, faculty and staff that they are not employees of COUNTY and therefore will not be 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.

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 currently participating student to complete their previously approved 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 PROGRAM students, faculty and staff the agent, servant or employee of County, or making PROGRAM students, faculty and staff 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 PROGRAM students, faculty and staff may experience during Program will be provided; the cost of which is the sole responsibility of the person receiving medical care.
- D. COUNTY reserves the right to prohibit student observation or participation in the event that a patient objects to same or COUNTY otherwise determines observation or participation is not appropriate.
- 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.
- H. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of COUNTY, the purposes of this Agreement have been rendered useless.

VI. NOTICE

- A. 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

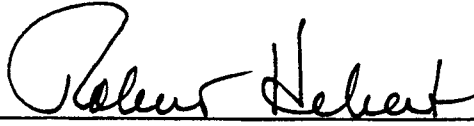
If to SCHOOL:
 University of Houston-Victoria
 3007 N. Ben Wilson
 Victoria, TX 77901
 Attn: School of Nursing Dean

With copy to:
 Fort Bend County
 4520 Reading Rd., Suite A
 Rosenberg, TX 77471
 Attn: County Health and Human Services Director

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

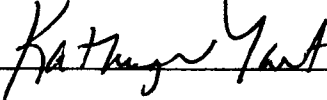
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

FORT BEND COUNTY

By: 
Robert E. Hebert, County Judge

Date: 9-13-2011

UNIVERSITY OF HOUSTON-VICTORIA

By: 

Printed Name: Kathryn Tart, Ed.D., RN, CNE
Dean, School of Nursing


Date: 8-17-2011

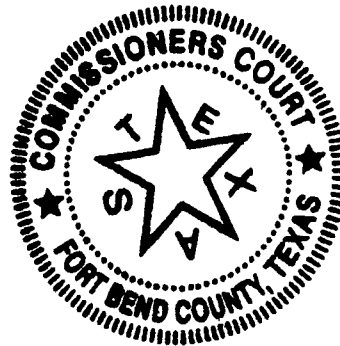
ATTEST:



Dianne Wilson, County Clerk

APPROVED AS TO FORM BY:


OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM



MTR/ Affiliation Agreement File No. _____ 03 03.11

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

RELEASE OF LIABILITY

I, _____ ("Participant"), have this day released and do hereby release, acquit and forever discharge Fort Bend County, and its officers, employees, agents, servants and all persons in privity with them of any and all claims and causes of action of any kind, at law or in equity, and from any liability for any and all damages, injuries, death, costs, pain and suffering, or expenses and from any other claim arising from or which may be alleged to arise from my participation in University of Houston –Victoria School of Nursing clinical experience (hereinafter "Program") held at one or more Fort Bend County Facilities (hereinafter "Facilities").

I, _____, intend this release of liability to cover all situations that may occur while I participate in the Program.

I, _____, agree to assume the risk of any personal injury, loss, or damage that may result from my participation in the Program. I know of no condition that would limit or preclude my participation in this Program. I understand that a photocopy of this authorization is as valid as the original.

If any part of this release is construed to be invalid by a court of law, such construction shall not invalidate the remainder of this instrument.

This Release shall extend to and be binding upon participant, its heirs, executors, administrators, successors, assigns and legal representatives.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN FORT BEND COUNTY AND MYSELF AND SIGN IT OF MY OWN FREE WILL.

IN WITNESS WHEREOF, Participant hereby sets its hands to this instrument.

By: _____
 Signature

Printed Name: _____

Date: _____

Information on Participant

Home Phone: _____ Business Phone: _____

Occupation: _____

DL: _____

Date of Birth: _____

In the event of an emergency, please contact: _____