



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 144005
PAGE 1 OF 11
DATE: 10/1/2024

SUBJECT: CONSIDERATION OF A CLINICAL LEARNING EXPERIENCES AGREEMENT BETWEEN TARRANT COUNTY AND THE UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER FOR THE NURSING EDUCATION PROGRAM

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Clinical Learning Experiences Agreement between Tarrant County and the University of North Texas Health Science Center (UNTHSC) for the Nursing Educational Program.

BACKGROUND

UNTHSC, through its Nursing Education Program, offers a course of study for nursing. A critical component of the program is providing nursing students with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

TCPH and UNTHSC share a mutual interest in partnering to provide nursing students with clinical care experience and conducting educational activities through observation and supervised training, all of which are essential to the student's achievement of academic and professional goals. In addition, students are exposed to the impact that public health has on the community.

The agreement presented for consideration sets forth the terms of this partnership and if approved, TCPH and UNTHSC will begin the educational collaboration to provide UNTHSC nursing students with the experience outlined above for the term beginning on October 1, 2024, and shall remain in effect for three (3) years.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

There is no fiscal impact with this item.

SUBMITTED BY	Public Health	PREPARED BY:	Amanda Campbell
		APPROVED BY:	Amanda Campbell

CLINICAL LEARNING EXPERIENCES AGREEMENT

This agreement (“Agreement”) is by and between **UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER** (hereinafter referred to as “UNTHSC”), on behalf of its **UNTHSC COLLEGE OF NURSING** (hereinafter referred to as “SCHOOL”), and **TARRANT COUNTY**, on behalf of **TARRANT COUNTY PUBLIC HEALTH (TCPH)** (hereinafter referred to as “FACILITY”) (UNTHSC and FACILITY, each a “party” or “Party” and collectively the “parties” or “Parties”).

WHEREAS, School, through its Nursing Education Program (“Program”) offers a course of study for nursing. A critical component of the Program is providing nursing students (each a “Student” and together the “Students”) with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

WHEREAS School and Facility share a mutual interest in providing Students with experience in clinical care and agree to cooperate in the conduct of educational activities through observation and supervised training of Students.

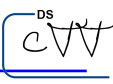
NOW THEREFORE, in consideration of the foregoing and the agreements and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

I. PURPOSE OF AGREEMENT

- A. This Agreement sets forth the terms under which Facility will provide School faculty, staff, and Student access to all its facilities consistent with the purpose of this Agreement. This Agreement also establishes the way School will access Facility’s facilities so that the well being of the clinical site, staff and patients will not be jeopardized. Foremost, this affiliation encompasses one or more educational programs in which Facility or any of its affiliated entities is involved.

II. TERM OF AGREEMENT

- A. This Agreement shall become effective on October 01, 2024, and shall remain in effect through September 30, 2027, unless sooner terminated as provided in this agreement. Either party may terminate this agreement without cause by giving thirty (30) days written notice to the other. Students scheduled to participate in the clinical learning experience at the time of any such termination shall be allowed to complete their assigned rotations.



III. SCOPE OF THE CLINICAL LEARNING EXPERIENCE

- A. **Facility** hereby agrees to provide its facilities to **School** and **School** agree to the usage of such facility according to the terms and conditions described herein. The faculty and Students in the Program may utilize Facility for educational activities associated with the clinical learning experience through observation and supervised training. UNTHSC, School or Facility will not incur financial obligation to each other as a result of this Agreement. The parties acknowledge ultimate responsibility for all patient care remains with Facility and students will not provide services apart from its educational value.

IV. SCHOOL RESPONSIBILITIES

School agrees to:

- A. Select students for the participation in the clinical learning experience, selecting only those Students with a satisfactory record in the Program and who have met School requirements.
- B. The decision to exclude or remove students from the clinical learning experience will be the sole decision of **School** and will be adhered to by Facility.
- C. Provide Facility with copies of the course outline and course objectives, evaluation criteria as requested and a tentative list of course instructors and their qualifications before the beginning of each clinical learning experience rotation.
- D. Maintain full responsibility and control for planning and execution of the Program, including curriculum, evaluation of students, administration, instructor appointments, and other matters which are normally reserved School functions, such as granting degrees and advising students.
- E. Make representatives of School available to Facility for assistance and consultation as the need arises and when possible.
- F. Appoint in writing one or more representatives of School to communicate with the clinical learning experience representative during the course of planning for student placement at Facility.
- G. Provide clinical learning experience instructors and/or preceptors in person or by mobile phone during times that Students are at Facility.
- H. Advise students of their responsibilities regarding participation in the clinical learning experience, including the responsibility to exhibit professional conduct and to follow all rules and standards set by School and Facility.
- I. Ensure students attend clinical learning experience orientation, if required by Facility.
- J. Provide Facility with written clinical learning experience objectives for each level of student assigned to Facility; and
- K. Prepare clinical learning experience rotation schedules; ensure that Facility receives the student schedule before their assignment.

V. FACILITY RESPONSIBILITIES

Facility agrees to:

- A. Provide an on-site clinical learning experience which is pertinent and meaningful for students.

- B. Designate and inform **School** of a liaison to schedule hours for Students participating in the clinical learning experience.
- C. Accept from School a number of Students appropriate to staff, space and operations of Facility.
- D. Allow authorized representatives of School to participate in the clinical learning experience planning.
- E. Make representatives of Facility available to School for assistance and consultation as the need arises and when possible.
- F. Encourage and allow students to gain properly supervised clinical learning experience appropriate to each student's level of knowledge and training.
- G. Based on the availability of facilities, allow student access to departments appropriate to each student's level of knowledge and training.
- H. Contact emergency medical personnel or call 911 in the event of acute injury or illness experienced by a student while participating in the clinical learning experience, the cost of such health care to be the sole responsibility of the student.
- I. Comply with applicable workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at Facility, Facility, upon notice of such incident from the student, will provide such emergency care as is provided to its employees, including, where applicable: examination and evaluation **Facility's** emergency department or other appropriate facility as soon as possible after the injury; contact emergency medical personnel or call 911 as soon as possible following the injury as necessary; initiation of Hepatitis B, Hepatitis C, and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. If Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- J. Make necessary determinations to exclude students from individual patient care. School and students will adhere to this decision.
- K. Upon making necessary decision to deny a student access to the health care facility, send written notice to School. School and students will adhere to this decision upon receipt of said notice.
- L. Provide adequate space for student-faculty conferences.
- M. Provide training to students regarding the confidentiality requirements of Facility.

VI. SCHOOL AND FACILITY MUTUAL RESPONSIBILITIES

School and Facility agree to:

- A. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the Parties will not discriminate, sexually harass, or retaliate against any faculty, student, or employee because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other basis protected by law. Should either Party be given actual or constructive notice of discrimination, harassment, or retaliation based on any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. School takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and Facility takes responsibility for training its employees on its nondiscrimination policies and grievance procedures. Failure to meet the terms of this section may in School or Facility terminating this Agreement immediately, notwithstanding the provisions of Section II of this Agreement.
- B. Determination of the number of students to be assigned to the clinical learning experience shall be a joint decision based on staff and space available at Facility and eligible students enrolled in the Program who desire to be educated at Facility.
- C. This agreement does not prevent Facility from participation in any other program. Nor does this agreement prevent School from placing students with other licensed health care facilities.
- D. There will be on-going, open communication between School and Facility to promote understanding of the expectations and roles of both institutions in providing the clinical learning experience for students. School and Facility representatives will meet as needed at the convenience of both parties to coordinate and improve the clinical learning experience.
- E. Either School or Facility may remove a student participating in the clinical learning experience if, in the opinion of either party, the student is not making satisfactory progress. Any student who does not satisfactorily complete the clinical learning experience or any portion of thereof may repeat the clinical learning experience with Facility only with the written approval of both School and Facility.
- F. At no time shall School students be considered representatives, employees or agents of School or Facility. School students are not eligible to receive payment for services rendered, replace or substitute for a School or Facility employee, or possess authority to enter into any form of agreement, binding or otherwise, on behalf of School or Facility.
- G. UNTHSC and Facility each acknowledge that neither party assumes liability for actions taken by students during the time that they participate in the clinical learning experience with Facility.
- H. UNTHSC is not responsible for providing personal liability or medical insurance covering students.

- I. School and Facility agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the clinical learning experiences under this agreement.
- J. The Parties acknowledge and agree that this Agreement does not require and shall not be construed to require (directly or indirectly, explicitly, or implicitly), any Party to use Facility facilities, or the admission or referral of any patients to Facility or any other facility or service related to Facility.

VII. INSURANCE

- A. UNTHSC shall ensure that students are covered by professional liability insurance coverage in an amount no less than \$1,000,000.00 per incident with a maximum total coverage of \$3,000,000. Such policy shall provide for coverage during such times as the students are on the premises of Facility.

VIII. FERPA

- A. For the purposes of this Agreement, pursuant to FERPA, School hereby designates Facility as a school official with a legitimate educational interest in the educational records of the students to the extent that access to the school's records is required by Facility to carry out its obligations under this Agreement.

IX. HIPAA

UNTHSC and FACILITY agree that:

- A. Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR § 160 and 164 (“the HIPAA Privacy Regulation”).
- B. To the extent that School students are participating in the Program and School faculty are providing supervision at Facility as part of the Program, such students and faculty members shall:
 - 1) be considered part of Facility workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103 but shall not be construed to be employees of Facility.
 - 2) receive training by Facility on, and subject to compliance with, all of Facility 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 SCHOOL which a student accessed through Program participation or a faculty member accessed through the provision of supervision at Facility that has not first been de-identified as provided in 45 CFR §164.514(a).
- C. School will not access or request to access any Protected Health Information held or collected by or on behalf of Facility, from a student or faculty member who is acting as a part of Facility

workforce as set forth in subsection 2.b., above, 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 Facility by School 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.

X. DISPUTE RESOLUTION

- A. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by UNTHSC and Facility to attempt to resolve any claim for breach of contract made by Facility that cannot be resolved in the ordinary course of business. Facility shall submit written notice of a claim of breach of contract under this Chapter to UNTHSC, and the parties will negotiate to resolve the claim.

XI. MISCELLANEOUS PROVISIONS

- A. Execution and modification. This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by both Parties.
- B. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
- C. Severability: If any of the provisions of this Agreement in the application thereof to any person or circumstance is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.
- D. Force Majeure. Neither Party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably with the control of such Party and which by due diligence it is unable to prevent or overcome.
- E. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to clinical learning experiences and supersedes all other written and oral agreements between the Parties with respect to the clinical learning experiences. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.
- F. Governing Law and Venue. The validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed by the

Constitution and laws of the State of Texas. Pursuant to Section 105.151, *Texas Education Code*, venue for any suit filed against UNTHSC shall be in, Tarrant County, Texas.

- G. Independent Contractor Status. This agreement will not be construed creating an employer/employee relationship between UNTHSC or School and Facility or the clinical learning experience students.
- H. Headings. Headings appear solely for convenience of reference. Such headings are not part of this agreement and shall not be used to construe it.
- I. Provisions. If any provision or provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- J. Non-Waiver: Facility expressly acknowledges that UNTHSC is an agency of the State of Texas, and nothing in this Agreement will be construed as a waiver or relinquishment by UNTHSC of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- K. Public Information Act: Facility acknowledges that UNTHSC and School are obligated to strictly comply with the Texas Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement as well as any other disclosure of information required by applicable Texas law or order of a court having competent jurisdiction.
- L. Use of Name. Each Party agrees not to use the name, service mark, or logo of the other party without the Party's prior written consent. The Parties will mutually agree in advance upon any public announcement, advertising, marketing, or communications to the media regarding the Agreement or the relationship created by (or the services to be provided pursuant to the) the Agreement.
- M. Notice. Any notice required or permitted under this agreement must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when received. School and Facility can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

SCHOOL:
UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER

College of Nursing
Cindy Weston, DNP, APRN, FNP-BC
Dean
Phone: **817-735-5871**

FACILITY:
TARRANT COUNTY PUBLIC HEALTH

Workforce Development
Martha Clark, DPA, CWDP
Workforce & Organizational Development
Phone: **817-321-5349**

Email: Cindy.Weston@unthsc.edu
**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER
AT FORT WORTH**

Email: maclark@tarrantcountytexas.gov
TARRANT COUNTY PUBLIC HEALTH

DocuSigned by:
Charles Taylor, PharmD 8/1/2024
7B202D3F13864E1... Date
Charles Taylor, PharmD
Provost & EVP Academic Affairs

Martha Clark 9/9/2024
Date

FOR AND ON BEHALF OF SCHOOL:

FOR AND ON BEHALF OF FACILITY:

**UNIVERSITY OF NORTH TEXAS HEALTH
SCIENCE CENTER**
Read and Understood:

TARRANT COUNTY PUBLIC HEALTH

DocuSigned by:
Cindy Weston
37970A30E078486...
Signature

Signature

Cindy weston

Printed Name

Tim O'Hare

Printed Name

Dean

Title


County Judge

Title

7/31/2024

Date

Date

HSC Contract# 2024-1162 

07232024

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



COMMISSIONERS COURT
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COURT ORDER NUMBER _____
PAGE 1 OF 11
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OF NORTH TEXAS HEALTH SCIENCE CENTER FOR THE NURSING
EDUCATION PROGRAM**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

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BACKGROUND

UNTHSC, through its Nursing Education Program, offers a course of study for nursing. A critical component of the program is providing nursing students with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

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SUBMITTED BY	Public Health	PREPARED BY:	Amanda Campbell
		APPROVED BY:	Amanda Campbell

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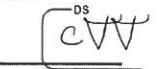
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- D. No services are being provided to Facility by School pursuant to this agreement and therefore this agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

X. DISPUTE RESOLUTION

- A. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by UNTHSC and Facility to attempt to resolve any claim for breach of contract made by Facility that cannot be resolved in the ordinary course of business. Facility shall submit written notice of a claim of breach of contract under this Chapter to UNTHSC, and the parties will negotiate to resolve the claim.

XI. MISCELLANEOUS PROVISIONS

- A. Execution and modification. This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by both Parties.
- B. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
- C. Severability: If any of the provisions of this Agreement in the application thereof to any person or circumstance is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.
- D. Force Majeure. Neither Party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably with the control of such Party and which by due diligence it is unable to prevent or overcome.
- E. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to clinical learning experiences and supersedes all other written and oral agreements between the Parties with respect to the clinical learning experiences. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.
- F. Governing Law and Venue. The validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed by the

Constitution and laws of the State of Texas. Pursuant to Section 105.151, *Texas Education Code*, venue for any suit filed against UNTHSC shall be in, Tarrant County, Texas.

- G. Independent Contractor Status. This agreement will not be construed creating an employer/employee relationship between UNTHSC or School and Facility or the clinical learning experience students.
- H. Headings. Headings appear solely for convenience of reference. Such headings are not part of this agreement and shall not be used to construe it.
- I. Provisions. If any provision or provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- J. Non-Waiver: Facility expressly acknowledges that UNTHSC is an agency of the State of Texas, and nothing in this Agreement will be construed as a waiver or relinquishment by UNTHSC of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- K. Public Information Act: Facility acknowledges that UNTHSC and School are obligated to strictly comply with the Texas Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement as well as any other disclosure of information required by applicable Texas law or order of a court having competent jurisdiction.
- L. Use of Name. Each Party agrees not to use the name, service mark, or logo of the other party without the Party's prior written consent. The Parties will mutually agree in advance upon any public announcement, advertising, marketing, or communications to the media regarding the Agreement or the relationship created by (or the services to be provided pursuant to the) the Agreement.
- M. Notice. Any notice required or permitted under this agreement must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when received. School and Facility can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

SCHOOL:

UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER

College of Nursing
Cindy Weston, DNP, APRN, FNP-BC
Dean
Phone: 817-735-5871

FACILITY:

TARRANT COUNTY PUBLIC HEALTH

Workforce Development
Martha Clark, DPA, CWDP
Workforce & Organizational Development
Phone: 817-321-5349

Email: Cindy.Weston@unthsc.edu
**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER
AT FORT WORTH**

Email: maclark@tarrantcountytexas.gov
TARRANT COUNTY PUBLIC HEALTH

DocuSigned by:
Charles Taylor, PharmD 8/1/2024
7B202D3F13864E1... Date
Charles Taylor, PharmD
Provost & EVP Academic Affairs

Martha Clark 9/9/2024
Date

FOR AND ON BEHALF OF SCHOOL:

FOR AND ON BEHALF OF FACILITY:

**UNIVERSITY OF NORTH TEXAS HEALTH
SCIENCE CENTER**
Read and Understood:

TARRANT COUNTY PUBLIC HEALTH

DocuSigned by:
Cindy Weston
38704A0680072486...
Signature

Tim O'Hare
Signature

Cindy Weston

Tim O'Hare

Printed Name

Printed Name

Dean

County Judge

Title

Title

7/31/2024

10/1/2024

Date

Date

HSC Contract# 2024-1162

DS
WL

07232024

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.