



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 144006

PAGE 1 OF 8

DATE: 10/1/2024

**SUBJECT: CONSIDERATION OF AN AFFILIATION AGREEMENT BETWEEN
TARRANT COUNTY AND TEXAS CHRISTIAN UNIVERSITY FOR THE
HARRIS COLLEGE OF NURSING AND HEALTH SCIENCE PROGRAM**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Affiliation Agreement between Tarrant County and Texas Christian University (TCU) for the Harris College of Nursing and Health Science Program.

BACKGROUND

TCU, through its Harris College of Nursing and Health Science Program, offers courses of study for different nursing programs. 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 TCU share a mutual interest in partnering to provide nursing and health science 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 TCU will begin educational collaboration to provide TCU nursing and healthcare students with the experience outlined above for the term beginning 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

AFFILIATION AGREEMENT
between
TEXAS CHRISTIAN UNIVERSITY
for STUDENT INTERNSHIPS AND CLINICAL EXPERIENCES
and
TARRANT COUNTY, TEXAS on behalf of TARRANT COUNTY PUBLIC HEALTH

This Memorandum of Agreement ("Agreement") sets forth the understanding between Texas Christian University (TCU) and TARRANT COUNTY, ("COUNTY") on behalf of TARRANT COUNTY PUBLIC HEALTH ("FACILITY" and "TCPH").

TCU and FACILITY may be referred to individually as a "Party" to this Agreement, and they may be referred to collectively as the "Parties" to this Agreement.

RECITALS

TCU has established an approved program of professional education entitled the Harris College of Nursing and Health Science which includes programs in Nursing, Nurse Anesthesia, DNP, Kinesiology, Social Work, Communication Science and Disorders, and Nutritional Science in the College of Science and Engineering ("the Program"). The Programs require relationships with facilities where students can obtain the clinical learning experience required in the curriculum. Facility has clinical setting and equipment needed by TCU students participating in the program ("Program Participants") as part of their practical learning experience; and TCU and Facility agree that it will be to their mutual interest and advantage for students and faculty of TCU to be given the opportunity to utilize Facility for educational purposes as part of the Program.

In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, TCU and Facility agree as follows:

1.0 Obligation of Facility

1.1 Facility will make available its facilities and personnel to provide a quality and suitable clinic learning experience and supervision consistent with the Program's curriculum and objectives for Program Participants in accordance with TCU's academic calendar.

1.2 Facility will make available appropriate Facility personnel to work with TCU faculty for direction and coordination of the Program. This will involve working TCU faculty and staff to assign Program Participants to specific clinical experiences, provide opportunity for Program Participants to participate in selected conferences, clinics, courses, and programs conducted by or under the direction of Facility, and provide evaluation of Program Participant performance at the Facility.

1.3 It is understood that in no case shall Program Participants replace regular staff and that Facility retain full responsibility, authority, and accountability for the services it provides and will not rely on the Program Participant's training activities for staffing purposes.

1.4 Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of TCU.

1.5 Facility may take immediate temporary action, including temporary removal of a Program Participant from the Facility, to correct a situation where a Program Participant's actions endanger the care of Facility's patients. Facility may require the permanent withdrawal of a Program Participant from participation at the Facility if (1) the achievement, progress, adjustment or health of the Program Participant does not warrant continuation at Facility, (2) the behavior of the Program Participant fails to conform to the applicable regulation of Facility, (3) the Program Participant's clinical performance is unsatisfactory to Facility, or (4) the Program Participant's behavior, in the Facility's discretion, is disruptive or detrimental to Facility and/or its patients. In any such event, The Program Participant's participation in the Program at the Facility shall immediately cease; however, in such situations, all final resolutions of the Program Participant's

academic status and/or continuing participation in the program will be made solely by TCU. Only TCU may remove or dismiss a Program Participant from the program.

1.6 Facility shall provide all equipment and supplies needed for clinical instruction at Facility, including, but not limited to all necessary safety equipment and supplies.

1.7 Facility shall contact 911 or other emergency medical personnel, at Program Participant's expense, in case of illness or accident to any Program Participant.

1.8 Facility will provide an orientation and training to familiarize Program Participants and faculty of TCU with Facility's procedures, policies, standards, code of ethics and to meet HIPAA (Health Insurance Portability and Accountability Act of 1996), OSHA (Occupational Safety Health Administration) and TJC (The Joint Commission) requirements. TCU will instruct Program Participants that they must attend such orientation and comply with the regulations of Facility.

1.9 It is understood that in no case shall there be any direct expense to Facility or the State of Texas under this agreement beyond the normal operating costs of Facility.

1.10 Facility shall not charge any Program Participants or employees of TCU any fee or other amount for the use of its facilities, equipment, library or supplies under this agreement.

1.11 Facility shall provide a safe working environment in compliance with applicable safety laws, policies and procedures governing the Facility.

WHEREAS FACILITY is charged with promoting, achieving, and maintaining a healthy standard of living for county residents through clinical care, disease control and prevention, family health services, and health protection and response; and

WHEREAS Parties desire to work collectively to promote population health in Tarrant County by establishing an academic health department to enhance public health education and training, research and service in Tarrant County.

THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties agree as follows:

1. **Purpose.** The parties will work collaboratively to accomplish potential benefits for Tarrant County including:
 - a) Increased awareness of local public health needs and services among residents;
 - b) Increased local capacity for performing core public health functions;
 - c) An ability to maximize and target the use of limited, local public health resources;
 - d) Additional, highly qualified professionals providing local public health services;
 - e) Enhanced opportunities for TCU students to secure employment in Tarrant County upon graduation;
 - f) Lifelong learning opportunities for current TCPH practitioners;
 - g) Increased number of applied research projects that address local public health problems;
 - h) Enhanced opportunities for grant funding through Parties joint applications;
 - i) An integrated communication network for disseminating public health information in Tarrant County; and
 - j) A healthier Tarrant County population resulting from an alignment of public and population health informatics capabilities that bridge the gap between medical and public health agencies.

- 2) **Contribution by TCPH:**
 - a) Give clear guidelines to the Dean for oversight of resources and administrative responsibilities and support to accomplish population health and the academic

educational mission.

- b) Provide oversight to the students.
- c) Provide communication and consultation to the faculty.

3) Contribution by TCU:

a). Provide sufficient time to faculty and students to fulfill opportunities to apply classroom theory and knowledge to real-world settings, for providing academicians with practice-based research opportunities, and for providing practitioners with opportunities to enhance skills and knowledge through workforce development and to strengthen the evidence base of public health.

b). Provide opportunities to enhance the relevancy of research of public health practices that are more generalizable with the understanding barriers to implementation, including issues related to fidelity when evidence-based programs or activities are scaled.

4) Fiscal Responsibility. The Parties agree that any and all expenses incurred by the individual Parties in the performance of this Agreement, including expenses related to marketing, administrative and personnel costs, and technology costs, will be the sole responsibility of the Party incurring those expenses. In no event will either party submit requests for reimbursement of costs to the other party.

5) Supplemental Agreements. Activities the parties mutually agree to undertake are subject to further agreement and must be set forth in a supplemental agreement signed by authorized representatives of each institution. Supplemental agreements should include specific details of the agreed-upon activity, including such items as: (a) elaboration of the responsibilities of each institution for the agreed-upon activity; (b) schedules for the specific activities; (c) budgets and sources of financing of each activity; (d) any other items necessary for the efficient conduct of the activity; and (e) any other items necessary to meet the legal and policy requirements of each institution. Supplemental agreements are subject to approval by each institution according to the normal policies and procedures governing the types of activities proposed therein.

6) Term and Termination. The term of this Agreement shall begin on October 1, 2024 and shall terminate on September 30, 2027, unless terminated earlier as provided herein.

- a. Termination Without Cause. This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

7) NOTICE.

Notices required under this Agreement shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

Notice to TCPH:

Tarrant County Public Health
1101 South Main
Fort Worth, TX 76104
Attn: Medical Director's office

Notice to TCU:

Texas Christian University
TCU Box 297042
Fort Worth, TX 76129

Attn: Megan Soyer, Associate Provost

Or to such persons and places as either party may from time to time designate by written notice to the other.

8) MISCELLANEOUS

- a. Public Records. All records created in connection with this Agreement, other than student records, are subject to the requirements of the Texas Public Information Act and State of Texas requirements for maintaining public records, including the retention schedules set forth in TCU Policy.
- b. Independent Contractors. It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either party be deemed an employee of the other nor shall either party act as an agent of the other party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.
- c. Entire Agreement. This Agreement contains the entire agreement between the parties and, except as otherwise expressly provided, supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to its subject matter.
- d. Modifications. This Agreement may be modified or amended from time to time by mutual agreement of the parties provided, however, that no modifications, amendments, or supplements to this Agreement shall be binding unless executed in writing by a duly authorized representative of each party.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement to be effective upon signature by both parties hereto.

TARRANT COUNTY, TEXAS

By: _____

Name: Tim O'Hare

Title: County Judge

Date: _____

TEXAS CHRISTIAN UNIVERSITY

By: Megan Sayer
Name: Megan Sayer
Title: Associate Provost
Date: 9-5-24

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.



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TARRANT COUNTY, TEXAS

By: 

Name: Tim O'Hare

Title: County Judge

Date: 10/1/2024

TEXAS CHRISTIAN UNIVERSITY

By: Megan Sayer

Name: Megan Sayer

Title: Associate Provost

Date: 9-5-24

08212024

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.