COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 145743

DATE: 8/19/2025

SUBJECT: **CONSIDERATION OF AN AFFILIATION AGREEMENT BETWEEN TARRANT COUNTY AND GRAND CANYON UNIVERSITY COLLEGE OF NURSING AND HEALTH CARE PROFESSIONS AND COLLEGE OF NATURAL SCIENCES**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Affiliation Agreement between Tarrant County and Grand Canyon University (GCU) College of Nursing and Health Care Professions and College of Natural Sciences.

BACKGROUND

GCU, through its College of Nursing and Health Care Professions and College of Natural Sciences programs, offers courses of study for different health service programs. A critical component of the program is allowing students to directly apply knowledge and skills gained in the classroom in a clinical setting.

TCPH and GCU share a mutual interest in providing students in the health services field with clinical care experience and conducting educational activities through observation and supervised training, all of which are essential to the students' 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 for this partnership, and if approved, TCPH and GCU will begin an educational collaboration to provide GCU students with the experience outlined above for the term beginning August 1, 2025, and shall remain in effect until terminated by either party with three months' notice.

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:	Gary Collins
		APPROVED BY:	Amanda Campbell

AFFILIATION AGREEMENT
Between
GRAND CANYON UNIVERSITY
and
TARRANT COUNTY, TEXAS on behalf of TARRANT COUNTY PUBLIC HEALTH
For
FIELD EXPERIENCE PROGRAM

THIS AFFILIATION AGREEMENT ("AGREEMENT") is entered into by and between UNIVERSITY'S COLLEGE OF NURSING AND HEALTH CARE PROFESSIONS and COLLEGE OF NATURAL SCIENCES at GRAND CANYON UNIVERSITY, with its principal place of business located at 3300 West Camelback Road Phoenix, AZ 85017 (hereinafter referred to as "UNIVERSITY") and the affiliated site identified in the Key Informational Terms below (hereinafter referred to as "AFFILIATE"). The Affiliate and University agree as follows:

KEY INFORMATIONAL TERMS

A. University's Name.
Grand Canyon University

B. University's Notice Address.
3300 W. Camelback Rd.
Phoenix, AZ 85017
Attn: CONHCP-OFE

C. Programs Covered by Agreement.
College of Nursing & Health Care Professions Programs &
College of Natural Sciences Programs

D. Affiliate Name.
Tarrant County on behalf of Tarrant County Public Health

E. Affiliate's Notice Address.
1101 S Main St,
Fort Worth, TX 76104
Attn: Dr. Martha Clark

WHEREAS, AFFILIATE wishes to share its facilities with the UNIVERSITY in the preparation of students by making its resources available to the faculty from the UNIVERSITY for the instruction of students.

WHEREAS, the UNIVERSITY and AFFILIATE share the common objective of: (1) developing and maintaining high quality services through which progressive learning experiences can be provided, and (2) increasing interaction between the academic faculty and field site staff for the best utilization of available teaching facilities and expertise.

NOW, THEREFORE, for and in consideration of the foregoing objectives and in further consideration of the covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

SECTION A

RESPONSIBILITIES OF THE UNIVERSITY

1. Administrative Personnel and Faculty. The UNIVERSITY, without cost to AFFILIATE, shall provide an administrative framework and a teaching faculty for the UNIVERSITY, adequate in number, qualifications and competence to develop and carry forward its courses. The UNIVERSITY shall be responsible for planning and implementing the field experience by the selection, counseling and evaluation of the students. All students will have online classroom supervision by UNIVERSITY faculty. Students from the UNIVERSITY will participate in the field experience program at AFFILIATE with the supervision of AFFILIATE or UNIVERSITY preceptors, mutually determined by both parties.

2. Standards of Education. The UNIVERSITY shall retain ultimate responsibility for the education program and maintenance of the standards of instruction. The program and standards provided will be of a form and type sufficient to meet the requirements for university credits and accreditation, as well as the requirements for the applicable State Board of Nursing and regulatory bodies. UNIVERSITY shall provide for continuous planning for students in cooperation with appropriate nursing staff of the AFFILIATE**.** The UNIVERSITY shall be responsible for notifying AFFILIATE of any loss or reduction of accreditation, licensing and credentials of the UNIVERSITY, its personnel and/or students.

3. Variance (Incident) Reports. Student errors must be documented, utilizing the Variance or Incident Report form used by the AFFILIATE, and processed according to AFFILIATE's policy/procedure.

4. Responsibility and Provision for Students. Subject to AFFILIATE's overall supervisory responsibility for client services, the tuition, welfare, control, discipline and activities of all students shall be the responsibility of the UNIVERSITY and it will make uniform and adequate provisions therefore in accordance with UNIVERSITY policies.

5. Health Insurance. The student is responsible for providing his or her own health insurance. In the event of an emergency, AFFILIATE will provide such emergency care as is provided its employees. The student will be responsible for any charge thus generated.

6. Health or Onboarding Requirements. AFFILIATE agrees to provide UNIVERSITY with all Health or Onboarding Requirements prior to execution of the agreement. If no record is provided upon execution of the agreement, the students will be cleared on UNIVERSITY's standard Health Requirements.

7. Policies, Rules, and Regulations. UNIVERSITY shall instruct each student that he/she shall follow all administrative policies, standards and practices of AFFILIATE while participating in the field experience to the extent that AFFILIATE's rules and regulations do not contradict UNIVERSITY'S rules and regulations.

8. Performance Evaluation. The UNIVERSITY shall provide AFFILIATE with a performance evaluation tool to be completed for each student by AFFILIATE, as applicable.

SECTION B

RESPONSIBILITIES OF AFFILIATE

9. Coordination of Field Experience. AFFILIATE, without cost to the UNIVERSITY will provide a contact whose responsibility will be: (i) to coordinate the field experience of all participating programs of Nursing and Health Care Professions, (ii) make provisions for adequate orientation of the faculty and students of the UNIVERSITY of AFFILIATE's philosophies, rules, regulations, policies, programs, facilities and proper channels or communication, (iii) make provision for adequate exchange of information between the UNIVERSITY faculty and AFFILIATE STAFF, (iv) AFFILIATE shall participate in the evaluation of student performances at least once in each field experience if applicable, and (v) interpret change in AFFILIATE's policies and programs.

10. Patient interaction. AFFILIATE understands and agrees that it is responsible for developing and maintaining services to all of its patients or participants including those patients or participants involved in the AFFILIATE with students. AFFILIATE shall have the right and duty to fix, and it may alter, standards of care for patients or participants within AFFILIATE facilities and in this connection agrees to take into consideration requests and suggestions by UNIVERSITY having to do with sound teaching. And that it will provide an adequate, competent staff to be responsible for these services and that these will not be performed by the faculty and students of the UNIVERSITY. AFFILIATE shall maintain sound teaching necessary to maintain the UNIVERSITY'S accreditation, including accreditation by the applicable State's Department of Health Services.

11. The faculty and students shall have access to the designated patient or participant care/service areas and services departments of AFFILIATE during periods of actual instruction and practice courses in the field experience areas and/or have access to the individual patient or participant records of patients or participants with whom they are working as required for instructional purposes.

12. Inspection for Accreditation. AFFILIATE shall, on reasonable request, permit the inspection of facilities, records, and other items pertaining to the field experience by the UNIVERSITY or its accrediting agencies.

13. Facilities Provided by AFFILIATE. Upon request of UNIVERSITY, AFFILIATE agrees to make available to the UNIVERSITY certain facilities of AFFILIATE for use by the UNIVERSITY faculty without charge and if they are available. Students and faculty are responsible for price of meal in dining facility. The UNIVERSITY understands and agrees that the library student rules must be maintained, if applicable.

SECTION C

INSURANCE AND LIABILITY

14. Insurance. Upon request, the UNIVERSITY will provide to AFFILIATE certificates of coverage showing that the UNIVERSITY is maintaining in effect during the entire term of this Agreement, at its sole cost and expense, the following insurance types and amounts:

    (a) Commercial general liability insurance on a standard comprehensive occurrence form with a minimum combined single limit of not less than $1 million and $3 million yearly aggregate.

    (b) Professional liability insurance (errors and omissions) on a claims-made basis with a limit of not less than $2 million per claim or wrongful act and $4 million yearly aggregate.

    (c) The UNIVERSITY shall provide notification to AFFILIATE prior to cancellation, termination, non-renewal, or material alteration of any policy.

    (d) Failure by the UNIVERSITY to maintain the required insurance during any period of this Agreement shall give AFFILIATE the right to terminate this Agreement and AFFILIATE shall be entitled to recover from the UNIVERSITY all damages caused by the failure to obtain and maintain insurance as required under this Agreement.

15. Workers Compensation. The UNIVERSITY agrees that students and faculty are not employees of AFFILIATE for any purpose including workers' compensation or any other benefits under the scope of this

agreement. AFFILIATE shall not be liable for any UNIVERSITY salaries or compensation whatsoever, and no UNIVERSITY personnel shall have any right or claim to any benefit or privilege as an employee or agent of AFFILIATE.

16. Indemnification. To the extent permitted by applicable law, each party does hereby covenant and agree to indemnify and hold harmless the other party, its appointed boards and commissions, officials, officers, employees, and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind and nature by reason of its acts or omissions occurring in the performance of this Agreement. Nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of either party when such person, absent of this Agreement and the performance thereof, would not in law have had such status. Nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by the parties hereto.

SECTION D

RESPONSIBILITIES OF UNIVERSITY AND AFFILIATE

17. Request for Withdrawal of Unsatisfactory Students. AFFILIATE reserves the right, to require the dismissal or removal from the field experience any student (i) whose personal characteristics prevent desirable relationships with AFFILIATE, (ii) whose health status is a detriment to the student's successful completion of the field experience or to the welfare of patient or participants , (iii) whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards or (iv) who does not comply with AFFILIATE's policies and procedures

18. Maintenance of Patient or Participant Services. To the extent applicable to this Agreement, UNIVERSITY agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security

Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". UNIVERSITY further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. UNIVERSITY will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

19. FERPA. The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

20. Independent Contractor. The parties hereto mutually agree that the relationship to exist between the UNIVERSITY and AFFILIATE is not a joint venture but is an independent contractor relationship and that neither shall be the agent of the other.

21. Non-Discrimination. Both parties, in connection with any service or other activity under this Agreement, agree not to unlawfully discriminate against any person on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age, disability, political affiliations or belief. The UNIVERSITY and AFFILIATE will comply with Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA) of 1991, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973. The UNIVERSITY and AFFILIATE will also comply with Executive Orders 11246 and 13672, and will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age or disability.

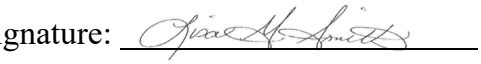
22. Applicable Law. This Agreement shall be governed and controlled by the substantive laws of the State of Texas.

SECTION E

TERM AND TERMINATION

23. Period of Agreement. This agreement is effective and fully executed when signed by the last party with signatory authority to execute the agreement. Either party may terminate this Agreement within sixty (60) days written notice of original signature. In the event this Agreement is terminated, any student enrolled in any of the Programs at the time of termination will be permitted to continue his or her training and complete the Programs under the terms specified in this Agreement. This Agreement contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to become effective on the date when executed by both parties.

TARRANT COUNTY, TEXAS on behalf of TARRANT COUNTY PUBLIC HEALTH TARRENT COUNTY TEXAS	COLLEGE OF NURSING AND HEALTH CARE PROFESSIONS and COLLEGE OF NATURAL SCIENCES GRAND CANYON UNIVERSITY
Signature: _____	Signature: 
Print Name: Tim O`Hare	Print Name: Lisa G. Smith, PhD, RN, CNE
Title: County Judge	Title: Dean & Professor, CONHCP
Date: _____	Date: 5/30/2025

SIGNED AND EXECUTED this _____day of_____August_____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

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.