

**TEXAS CHRISTIAN UNIVERSITY**

**Educational Affiliation Agreement for Student Internships and Clinical Experiences  
Version 2019.1**

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THIS AGREEMENT is made between Texas Christian University ("TCU") and Tarrant County ("County") on behalf of Court No. 2 of Tarrant County ("Facility").

**RECITALS**

A. TCU has established an approved program of professional education entitled the Harris College of Nursing and Health Sciences, which includes programs in the Department of Social Work (the "Program");

B. The Programs require relationships with facilities where students can obtain the clinical learning experience required in the curriculum;

C. Facility has the clinical setting and equipment needed by TCU students participating in the Program ("Program Participants") as part of their practical learning experience; and

D. 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 County agree as follows:

**1.0 Obligations of Facility.**

1.1 Facility will make available its facilities and personnel to provide a quality and suitable clinical 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 with TCU faculty and staff to assign Program Participants to specific clinical experiences, provide opportunities for Program Participants to participate in selected conferences, clinics, courses and programs conducted by or under the direction of Facility, and provide evaluations of Program Participant performance at the Facility. Facility shall provide to TCU all necessary conference and classroom areas for Program Participants as well as locker space and lounge areas, all on an as available basis, while Program Participants are assigned to the Facility.

1.3 It is understood that in no case shall Program Participants replace regular staff and that Facility retains 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 action, including 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. Upon written request from County or Facility, TCU shall permanently withdraw 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 regulations 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

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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 provide emergency care, 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.

**2.0 Obligations of TCU.**

2.1 TCU will send to Facility for clinical experience Program Participants who have completed a substantial segment of their academic curriculum.

2.2 TCU will provide and maintain the academic records and reports necessary for conducting the Program Participants' clinical learning experience.

2.3 TCU will assign a specific number of faculty to work directly with Facility staff in furthering of the Program Participants' clinical learning experience and in resolving any problems which may arise.

2.4 TCU will maintain confidentiality of any material relative to the clinical learning experience.

2.5 TCU, through the Harris College of Nursing and Health Sciences, after consultation with Facility, shall plan and oversee the educational program for Program Participants' clinical experiences.

2.6 TCU will provide Facility with a description of the program, curriculum and objectives to be achieved at Facility, and the academic calendar of TCU.

2.7 TCU will provide to Facility, upon request, verification of current State of Texas licensure for faculty who are licensed.

2.8 TCU will require Program Participants to provide, upon request, written verification of immunizations required by applicable regulatory agencies and Facility's policies, including Hepatitis B (or waiver) and current PPD and to provide evidence of immunity to chicken pox, measles and rubella.

2.9 If required by Facility, TCU will assign to Facility only those Program Participants that have: (1) been instructed in Standard Precautions recommended by the Centers for Disease Control and Prevention (CDC); and (2) completed a cardiopulmonary resuscitation and first aid course.

2.10 Upon Facility's written request, TCU will, with the Program Participant's consent, prescreen Program Participants in compliance with the Dallas-Fort Worth Hospital Council Community Standard for Drug Screening and Background Checks adopted September, 2010, subject to restrictions of HIPAA and FERPA. If such prescreening is required by the Facility, the Facility shall notify the TCU faculty coordinator of such requirements prior to accepting Program Participants.

**3.0 Joint Obligations.**

3.1 The specific areas of Program Participant assignment and the number and distribution of Program Participants between units of the Facility will be mutually agreed upon each academic semester by TCU and Facility.

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3.2 **Compliance with Laws.** TCU and County must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. TCU shall be responsible for ensuring its compliance with any applicable laws and regulations, including maintaining any necessary licenses and permits.

**4.0 Term.**

4.1 This Agreement shall be for a term of three years, beginning on June 1, 2023, and ending without further notice on May 31, 2026.

4.2 Notwithstanding anything to the contrary herein, either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that such termination shall not become effective for the Program Participants then enrolled in the Program at the Facility if such termination prevents completion of their requirements for completion of the Program.

4.3 Notwithstanding anything to the contrary herein, either party may terminate the Agreement upon ten (10) days' notice for lack of funding, effective upon the conclusion of the then current semester of TCU.

**5.0 Application of Facility's Rules.**

Program Participants, during clinical experience at Facility, are required to follow Facility rules to the extent that such rules directly relate to clinical training. Program Participants will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

**6.0 Reservation of Rights; Placement.**

TCU and Facility each reserve the right to withhold placement of Program Participants depending upon the availability of facilities and personnel to adequately provide a satisfactory clinical experience.

**7.0 Insurance; Hold Harmless.**

7.1 TCU agrees to tender certificates of liability insurance to Facility indicating coverage of TCU and its agents, employees, and Program Participants training in a clinical setting for their acts, failure to act or negligence arising out of or caused by the activity which is the subject of this Agreement. TCU will not list Facility as additional insured. TCU will provide "claims made" professional liability insurance for Program Participants training in a clinical setting in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate.

7.2 TCU will not list Facility as additional insured. TCU will not purchase tail insurance, but agrees to keep its insurance coverage in effect for two years following the termination of this agreement. In the event it does not maintain coverage for that time period, TCU will purchase tail insurance for the remaining portion of the two-year commitment.

7.3

**8.0 Laws, Rules and Regulations; Non-Discrimination.**

8.1 Facility and TCU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, religious belief, national origin, disability, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all non-discriminatory laws and policies that TCU promulgates and to which TCU is subject.

8.2 Facility agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including compliance with the Americans with Disabilities Act.

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8.3 Facility agrees that all records governed by The Family Educational Rights and Privacy Act (FERPA) regulations shall be treated as confidential and secured in a locked receptacle.

**9.0 Remuneration.**

9.1 Facility shall not pay Program Participants for the services they render.

9.2 Facility will not provide remuneration either in the form of pay or in kind to any employees of TCU for any services performed or activity required in connection with matters associated with this Agreement.

9.3 If Facility chooses to make payments to Program Participants in violation of this Section 9, Facility must notify TCU of the compensation and Facility agrees that those individuals receiving such compensation shall be deemed employees of the Facility with all liabilities thereunto and TCU's obligations of release and indemnification set forth in Section 7 shall not apply with respect to the acts of such individuals receiving unauthorized compensation from the Facility.

**10.0 Use of Name; Advertising.**

Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the other party.

**11.0 Non-Assignment and Subcontracting.**

Facility shall not assign, transfer or contract for the furnishing of services to be performed under this Agreement without the written approval of TCU.

**12.0 Entire Agreement; Modification.**

This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes any prior agreements between TCU and Facility on the subject matter hereof, and may be modified only by a writing signed by both parties. Any such requests for changes or written notice to terminate must be sent to the following:

Texas Christian University  
Megan Soyer, Associate Provost  
TCU Box 297042  
Fort Worth, TX 76129

Tarrant County Probate Court No. 2  
100 West Weatherford  
Fort Worth, TX 76196

**13.0 Governing Law/Venue.**

This Agreement shall be governed by and construed under the laws of the State of Texas. Tarrant County, Texas shall be the exclusive forum for any lawsuit arising from or incident to this Agreement.

**14.0 Consideration.**

Under the terms of this Agreement, neither TCU nor Facility are obligated to make any payments of any kind to the other party.

**15.0 Severability.**

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

**16.0 Waiver.**

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent

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occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

**17.0 Relationship Between the Parties.**

Nothing herein shall be construed to create an employer/employee, partnership, joint venture or principal/agent relationship between TCU and Facility or between the Facility's employees and TCU's employees and Program Participants. Neither party has any express or implied authority to assume any obligation or responsibility on behalf of or in the name of the other party. With independent management of each, they will maintain an effective liaison incorporation. If a dispute arises related to the obligation or performance of either party in this Agreement, representatives of the parties will meet in good faith in attempt to resolve the dispute.

**18.0 CONFIDENTIALITY and HIPAA.**

18.1 TCU and its agents, Program Participants, faculty representatives and employees agree to keep strictly confidential all confidential information of Facility and/or its patients and not disclose or reveal any confidential information to any third party, except where permitted or required by law or where the Facility gives approval by prior written consent. Facility may ask Program Participants to sign an additional Confidentiality Statement which if required is made a part of this agreement and an example is so attached as "Exhibit A."

18.2 TCU shall direct Program Participants to comply with the policies and procedures of the Facility, including those governing the use and disclosure of protected health information under Federal law, specifically 45 CFR parts 160 and 164. Facility agrees to provide any training necessary to orient Program Participants to the Facility's specific policies and procedures governing use and disclosure of protected health information. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of facility's protected health information, such Program Participants are defined as members of the Facility's work force, as that term is defined by 45 CFR 160, 103, when engaged in activities pursuant to this Agreement. However, such Program Participants are not, and shall not be considered to be employees of the Facility.

**19.0 Healthcare Facilities.**

If Facility is a healthcare provider then the following special provisions shall apply:

- (a) The Facility will establish a protocol related to post-exposure of bloodborne pathogens and shall train Program Participants in the use and practice of such protocols;
- (b) Program Participants and faculty assigned to the Facility will meet all reasonable health standards imposed by applicable laws and regulations or reasonably imposed by the Facility. A copy of the Facility's standards will be provided to TCU for dissemination to Program Participants and faculty involved in the Program.
- (c) TCU and its agents will abide by, and instruct the Program Participants to abide by, the written administrative, clinical and all other policies or procedures of the Facility while using its facilities including but not limited to the consistent performance of patient care processes according to The Joint Commission (TJC) standards, as well as other regulatory agencies that oversee hospital operations.

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TCU:

Texas Christian University

By: Megan Soyer  
Megan Soyer  
Associate Provost  
Date: 3-24-23

FACILITY:

Tarrant County Probate Court No. 2

By: D Walker  
Print Name: Derelle Walker  
Title: Assistant Court Investigator  
Date: 5-17-2023

By: Chris R. Watts  
Chris Watts, PhD  
Dean  
Date: 3/8/2023

COUNTY:  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit A    ☐ Yes    ☒ No