

AFFILIATION AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Affiliation Agreement (“Agreement”) is made and entered into by and between Excelsior University, with address 7 Columbia Circle, Albany, New York, 12203 (“University”), and **Harris County, Texas**, a body corporate and politic under the laws of the State of Texas, (“County”). County and University are collectively referred to as “Parties”.

RECITALS

Harris County, acting through Harris County Public Health (“HCPH”) provides clinic services to residents of Harris County through its clinics; and

Harris County and University, agree that it is of mutual advantage that students and faculty of University be given the opportunity to utilize designated facilities of the HCPH for training purposes and that such serves a public purpose of Harris County; and

University represents that it holds all licenses and certifications, if necessary, to perform the services provided herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. RESPONSIBILITIES OF UNIVERSITY.

- a. **Educational Program.** University agrees to be responsible for the implementation and operation of the educational component of its Bachelor of Science in Nursing program (“Program”) at the facilities of the HCPH. The Program and any substantive changes to the Program must be approved in advance by the Executive Director of HCPH. The responsibilities of University include, but are not limited to, the following:
 - (1) provide qualified faculty who are appropriately licensed, registered and/or certified as defined by program accreditation guidelines to serve as didactic and/or educational instructors;
 - (2) provide a faculty member to be available for supervision while students are at the Facility to supervise students participating in the Program. The faculty member will (i) be a registered nurse (RN) and/or advanced practice registered nurse (APRN) or other licensed medical doctor and (ii) be currently licensed by the State Board of Examiners for nursing or medicine

(or other regulatory board allowing for the supervision of nurses, including those with advanced practice privileges) for the state in which the faculty member resides, (iii) be clinically competent; and (iv) carry liability insurance provided by either the faculty member or the University;

- (3) provide to the Facility at least one month before students arrive at the Facility a letter outlining the needs of the students, names of students and supervising faculty member, and length and dates of clinical experience;
- (4) identify a specific program instructor to coordinate the educational portion of the program and to collaborate with HCPH in the preparation of rotation schedules;
- (5) assume full responsibility for the academic preparation of the student to include documented training, evaluation, qualifications, and competency level of each student;
- (6) notify students and faculty of their responsibility to comply with HCPH' policies and procedures, state law, and OSHA bloodborne and airborne pathogen regulations and their risk of exposure to these pathogens;
- (7) provide learning objectives, assessment instruments, and/or checklists to be used for evaluation of the performance of each student;
- (6) provide all classroom and laboratory instruction to students prior to their Externship Program at HCPH facilities.
- (7) coordinate with HCPH to schedule students and provide number, names, and rotations for students assigned to the HCPH facilities;
- (8) maintain, as required by the Executive Director of HCPH, immunization records, and/or physical examination reports for each student;
- (9) consider promptly any complaints made by the Facility against a student and participate in join problem-solving. Patient safety and welfare shall be the primary concern. Student issues will be documented by the Facility and provided to the designated Faculty member and/or other representatives of the University. The Facility, in its sole discretion, may require the permanent withdrawal of any student from the Facility at any time for cause.;
- (9) provide HCPH with a copy of specific program policy related to dress codes, attendance, accountability, *etc.*; and
- (10) provide an orientation to HCPH staff prior to the student extern's assignment. The orientation will include a review of program objectives,

evaluation requirements, and criteria to be used in evaluation of the student extern's experience;

(11) perform such other duties as may from time to time be agreed to between University and HCPH.

- b. **Accountability.** All students, faculty, employees, agents, and representatives of University participating in the Program ("Program Participants") while in the facilities of HCPH shall be allowed to participate in this Program at HCPH' facilities at the sole discretion of the Executive Director of HCPH.
- c. **Program Participant Statements.** University agrees to require each Student to sign a STATEMENT OF RESPONSIBILITY in the form attached hereto or such other form as the Executive Director of HCPH shall proffer at the HCPH' sole discretion, and a STATEMENT OF CONFIDENTIALITY in the form attached hereto or such other form as the Executive Director of HCPH shall proffer at the Executive Director of HCPH' sole discretion.
- a. **Insurance.** University agrees to maintain and shall provide to each Student or require that each Student obtain and maintain appropriate professional liability insurance coverage. University agrees to maintain and shall provide to each Student or require that each Student obtain and maintain appropriate professional liability insurance coverage. Students shall be covered under the University's Medical Liability Insurance Policy in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate, with insurance carriers or self-insurance programs.
- b. **Health of Participants.** University agrees to provide evidence satisfactory to HCPH, in HCPH sole discretion, that each Program Participant is free from contagious disease and does not otherwise present a health hazard to HCPH' employees, volunteers, agents, patients, or guests. University agrees to provide such evidence prior to participation in the Program by any individual. In no event shall County and/or HCPH or any employee, agent, or volunteer of County and/or HCPH be financially or otherwise responsible for medical care and/or treatment of any Program Participant, student, faculty, staff member, or agent of University.
- c. **Dress Code: Breaks.** University shall require the students to dress in accordance with dress and personal appearance standards of HCPH.
- d. **Performance of Services.** University agrees to assure that all faculty provided by University are duly licensed, certified, or otherwise qualified to participate in the Program at HCPH' facilities. University agrees to have specially designated staff for the performance of the services specified herein. University agrees that University and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies

and the bylaws, rules, and regulations of County and/or HCPH and any rules and regulations of University as may be in effect from time to time. Neither University nor any Program Participant shall interfere with or adversely affect the operation of HCPH or the performance of HCPH's facilities and operations. County understands and agrees that a Program Participant cannot replace a regular HCPH staff member at the HCPH facility.

- e. **OSHA Compliance.** University agrees that University is solely responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, as amended, and regulations effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including but not limited to responsibility as "the employer" to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate action to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. University's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations.
- i. **Holidays.** Students assigned to HCPH will observe holidays as specified by the University calendar.
- j. **Number of Students.** The number of students assigned shall be mutually agreed upon between University and the Executive Director of HCPH or her designee.
- k. **Student Expenses.** Students must provide their own transportation and parking expense.

2. RESPONSIBILITIES OF COUNTY. Acting through HCPH, County agrees to:

- a. Accept the students assigned to the Program by University and to cooperate in the orientation of all Program Participants to the facilities and program of HCPH. HCPH shall provide the opportunity for such students, who shall be supervised by University in consultation with HCPH, to observe and various aspects of the operation of the clinic facilities of HCPH. HCPH at all times retains ultimate control and responsibility for the operation of the facilities of HCPH.
- b. HCPH retains responsibility for patient care.
- c. Provide physical facilities and necessary staff cooperation to support the educational experience for University students assigned to HCPH, and permit the

authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by County for purposes of the Program.

- d. Provide a staff contact person to serve as Liaison and to assist in planning and implementing educational assignments.
- e. Provide qualified staff, with appropriate credentials, to assist in the supervision and training of students.
- f. Assist with the evaluation of each student's performance during and at the completion of the student's assignment. HCPH agrees to provide University with required evaluation reports on each student extern regarding his/her learning experience. The final evaluation report must be forwarded to the University upon Student extern's completion of the educational experience.
- g. Provide a suitable space for on-site classes or conferences as needed to support educational objectives.
- h. Provide orientation to students and faculty assigned to HCPH to include policy, procedures, general safety, and necessary guidelines related to performance of duties.
- i. Designate a qualified staff person to serve as the educational supervisor at the HCPH facility.
- j. To the extent allowed by law, assume no professional or financial liability for injury to students or faculty except that which might occur as a member of the public.
- k. Provide access to acute emergency care at the student's expense in the event of an accident or injury to a student on the Facility's campus.
- l. Provide an orientation of the Facility and assigned patient care areas to students.

3. RESPONSIBILITIES OF THE UNIVERSITY AND FACILITY.

- a. Understand there will be no exchange of monies between the University and the Facility for this Program;
- b. Revise or modify this Agreement in writing if parties mutually agree to the revisions or modifications; and,
- c. Comply with all applicable federal and state laws, rules, and regulations.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

- a. Notwithstanding any other provision herein to the contrary, the Executive Director of HCPH or her designee may immediately remove from its premises and/or from any area of operation of HCPH any Program Participant, including students, staff, and faculty, who poses an immediate threat or danger to personnel or to quality of services or for unprofessional behavior, as determined solely by the Executive Director of HCPH or her designee.
 - b. HCPH may request University to withdraw or dismiss any student or other Program Participant including faculty from the Program at the Office of the HCPH when his or her performance is unsatisfactory to HCPH or his or her behavior, in the sole discretion of the Executive Director of HCPH, is disruptive or detrimental of HCPH and/or HCPH' operations. In such event, said Program Participant's participation in the Program shall immediately cease.
4. **INDEPENDENT CONTRACTOR.** The Parties hereby acknowledge that they are independent contractors, and neither the University nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of County and/or HCPH. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. University agrees that it is and shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits including worker's compensation insurance. University agrees to assure that no Program Participant shall look to County and/or HCPH for any salaries, insurance, or other benefits whatsoever. The provisions of the Paragraph shall survive expiration or termination of this Agreement regardless of the cause of such termination.
5. **NON-DISCRIMINATION.** The Parties agree that they will not discriminate on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.
6. **CONFIDENTIALITY.**
 - a. **HCPH Information. Terms of Agreement.** University warrants and agrees that University and its Program Participants, agents, students, faculty, representatives, and employees will keep strictly confidential and hold in trust all confidential information and individually identifiable information of HCPH and will not disclose, reveal, or use any such information of HCPH and will not disclose such to any third party except with the express prior written consent/authorization of the Executive Director of HCPH, except as required law.
 - b. **Compliance.** University agrees that it will protect all information, records, data, and health-care information collected or maintained for the administration of this

Agreement from unauthorized disclosure in accordance with prevailing statutes, regulations, custom and usage, and canons or codes of professional ethics. The Parties agree to cooperate with and provide reasonable access to records relating to this Agreement to the representatives of County and/or HCPH and further agree that such authorized representatives must have access, at no additional charge to County and/or HCPH, to any pertinent books, documents, papers, and records for the purpose of making audits, examination, excerpts, and transcripts of transactions related to the Agreement. The Parties further agree to make all records available to and cooperate with the Comptroller General of the United States and any representatives of the federal government or the State of Texas as may be required by law, under any Medicaid or Medicare Agreement, or under any other agreement between County and/or HCPH and any agency of government including providing reasonable access, assistance, and facilities at no additional charge to County and/or HCPH. The provisions of this Section shall survive termination of this Agreement, regardless of the cause of such termination.

- c. **Survival.** Provisions herein relating to information shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

7. **TERM; TERMINATION.**

- a. **Term.** The term of this Affiliation Agreement shall be for a period beginning upon execution by the Parties and remain in full force and effect for five (5) consecutive years. This Affiliation Agreement shall not be of any force or effect until signed by both parties.
- b. **Termination for cause.** Parties shall have the right to terminate this Affiliation Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters or other materials made or received by a Party in conjunction with this Affiliation Agreement if public access is required by any state law applicable to the other party. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Party to whom such notice is given has breached any provision of this Agreement, and such breach shall not have been cured within twenty (20) days following the receipt of such notice.
- c. **Termination without cause.** Notwithstanding any provision to the contrary, either Party may terminate this Affiliation Agreement at any time without cause upon at least 30 days prior written notice.
- d. **Sole Remedy.** The sole remedy for breach of this Affiliation Agreement shall be termination.
- e. **Threat to Patient Health and Safety.** This Agreement may be terminated immediately if there is a threat to patient health and safety or an adverse effect on the administration and/or operation of facilities as determined in the sole discretion of HCPH.

8. **PROTECTED HEALTH INFORMATION.**

It is expressly understood and agreed that all the HCPH' medical records and patient records shall be treated as confidential information and University, its representatives, and participants agree to observe and adhere to any and all applicable federal, state, and licensing authorities' laws, rules and regulations concerning patient rights, patient privacy, and confidentiality of patient health care information in any form, including but not limited to, its compliance with the requirements of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g), as amended, and also both the Standards for Privacy of Individually Identifiable Health Information and for Electronic Protected Health Information ("EPHI") of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA". Pursuant to HIPAA, University shall comply with the following provisions, to the extent such provisions apply to the services set forth in this Agreement:

- a. University is prohibited from further using or disclosing protected health information or EPHI for any purpose other than the educational training purpose stated in this Agreement and any amendments thereto.
- b. University is prohibited from further using or disclosing protected health information or EPPHI in a manner that would be prohibited by the HIPAA if done by HCPH, or if either University or HCPH is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation or rule.
- c. University agrees to develop and maintain safeguards as necessary to ensure that protected health information and EPHI is not used or disclosed except as provided in this Agreement or as required by State or federal law, regulation, or rule.
- d. University agrees to report to HCPH any use or disclosure of protected health information or EPHI of which University becomes aware.
- e. University agrees to ensure that any subcontractors or agents to whom the University provides protected health information or EPHI received from HCPH will agree to the same restrictions and conditions that apply to University with respect to such protected health information and that University will take action to mitigate against violation of such restrictions and conditions immediately upon becoming aware of such.
- f. University agrees to notify HCPH in writing within three business days of University becoming aware of any material alteration of an individual's protected health information or EPHI provided to University by HCPH or held by or collected by University for County. University agrees to also provide to HCPH within three business days, at no charge to County, a copy of the altered health information and an explanation of such alteration and the reason for the alteration. If HCPH holds such individual's protected health information, HCPH will make such alteration and explanatory documents a part of the individual's protected health information. If University holds such individual's protected health information, University will

make such alteration and explanatory documents a part of the individual's protected health information.

- g. University agrees to make available to the federal Health and Human Services ("HHS") or HHS's agents for the purpose of enforcing the requirements of HIPAA such of University's internal practices, books and records as relate to the use and disclosure of protected health information received from or kept for HCPH.
 - h. University shall not be authorized to hold or maintain protected health information or EPHI for HCPH.
 - i. Upon termination of this Agreement for any reason, University agrees to deliver all protected health information and EPHI to HCPH or, if specifically requested to do so by HCPH in writing, to destroy all protected health information. This provision applies when University maintains protected health information and EPHI in any form.
 - j. At County's option, County may terminate any portion of this Agreement under which University maintains, compiles, or has access to protected health information or EPHI, or, at County's option, County may terminate the entire Agreement if County determines that University has repeatedly violated a term of this Article or this Agreement. County's determination that University has repeatedly violated this Article is not subject to challenge by University.
 - k. University shall report any security incident to HCPH.
 - l. University's obligations with regard to protected health information and EPHI shall survive termination of this Agreement.
 - m. The Parties agree to take such action as is necessary to amend this Agreement if County, in its reasonable discretion, determines that amendment is necessary for County to comply with HIPAA or other State laws or regulations affecting the use or disclosure of protected health information or EPHI. Any ambiguity in this Agreement shall be resolved to permit County to comply with HIPAA and Chapter 181 of the Texas Health and Safety Code.
9. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties, and obligations herein shall survive the expiration or earlier termination of this Agreement.
10. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
13. **NO WAIVER.** Any failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed to act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.
14. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Texas. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination. Exclusive venue is in Harris County, Texas.
15. **ASSIGNMENT; BINDING EFFECT.** Neither Party may assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.
16. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return-receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to University: Excelsior University
 7 Columbia Circle
 Albany, New York
 Attention: Stephanie Jester
 Sjester@excelsior.edu

If to County: Harris County Public Health and Environmental Services
 1111 Fannin
 Houston, Texas 77002
 Attention: Crystal Rangel
 Crystal.Rangel@phs.hctx.net

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

17. **LIMIT OF APPROPRIATIONS.** Prior to execution of the Agreement, County has advised University, and University clearly understands and agrees, such understanding and agreement being of the absolute essence to the Agreement, that County has certified no funds under the Agreement and University shall have no cause of action whatsoever for money against County and/or HCPH under the Agreement.
18. **COUNTY/HCPH NOT OBLIGATED TO THIRD PARTIES.** Neither County nor HCPH is obligated or liable under this Agreement to any party other than University. Nothing in this Agreement is intended to, or shall be deemed or construed to, create or enhance any remedies in any independent rights of any third party, including a Program Participant.

19. **PUBLIC INFORMATION.** The Parties expressly acknowledge that each Party is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, each Party will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act.
20. **NO FEDERAL EXCLUSION.**
University warrants that University is not excluded from participation in any federal health-care program including Medicare and Medicaid, and that no Extern or supervising faculty member providing services under this Agreement is excluded from federal health-care programs.
21. **E-MAIL ADDRESSES.** Each Party affirmatively consents to the disclosure of its e-mail addresses that are provided to the other Party. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by either Party, its agents, officers, employees, Program Participants, or anyone acting on a Party's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

[Signature Page to Follow]

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of Excelsior University, by a duly authorized representative of the University.

EXCELSIOR UNIVERSITY

By: *Richard A. Hannmann*
Print Name: Richard Hannmann
Title: Chief Financial Officer
Date Signed: June 4, 2025

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge
Date Signed: _____

APPROVED AS TO FORM:
Christian D. Menefee
County Attorney

By: *Shannon Fleming*
Shannon Fleming
Senior Assistant County Attorney
CAO File No. 24GEN3210

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefits provided by Harris County, acting through Harris County Public Health (“HCPH”), to the undersigned in the form of experience in operations of HCPH, the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by Excelsior University or under the control of HCPH, unless such injury or loss arises solely out of HCPH’ gross negligence or willful misconduct.

Date this _____ day of _____, 202_.

Student

Printed Name

Witness

Printed Name

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal and Texas law and the Agreement between Excelsior University ("University"), and Harris County, acting through Harris County HCPH ("HCPH"), to keep confidential any information regarding individually identifiable persons or cases, as well as all confidential information of HCPH and/or its patients. The undersigned agrees, under penalty of law, not to reveal to any person or persons, except authorized clinical staff and associated personnel, any specific information regarding any individually identifiable person and further agrees not to reveal to any third party any confidential information of HCPH and its patients except as required by law or as authorized by the Executive Director of HCPH.

Dated this _____ day of _____, 2025.

Student

Printed Name

Witness

Printed Name

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Affiliation Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2025, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS
COUNTY AND EXCELSIOR UNIVERSITY**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| Vote of the Court | <u>Yes</u> | <u>No</u> | <u>Abstain</u> |
|--------------------|--------------------------|--------------------------|--------------------------|
| Judge Hidalgo | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ellis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Garcia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ramsey, P.E. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Briones | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Agreement with Excelsior University. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.