

STATE OF TEXAS

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COUNTY OF FORT BEND

**AFFILIATION AND PROGRAM AGREEMENT
FOR COURSE EXPERIENCE BETWEEN FORT BEND COUNTY AND
HOUSTON COMMUNITY COLLEGE SYSTEM**

This Affiliation and Program Agreement is entered into by Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter "COUNTY") and Houston Community College System, a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas 77002 and an institution of higher learning (hereinafter collectively known as "COLLEGE").

RECITALS

WHEREAS, COLLEGE administers an educational program that provides Emergency Medical Technician Training, and desires to have its enrolled students perform components of their clinical course experience (hereinafter PROGRAM) at COUNTY; and

WHEREAS, this Agreement serves the general health and well-being of the community by providing public health services and therefore serves a public purpose; and

WHEREAS, COUNTY is willing to make facilities available to qualified students (hereinafter Student(s)) who will be supervised by Fort Bend County Emergency Medical Training Officers; and

WHEREAS, the governing bodies of COUNTY and COLLEGE have duly authorized this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the COUNTY and COLLEGE hereby agree as follows:

I. SPECIFIC PROVISIONS

Attached to this Agreement is Exhibit A, titled "*Program Specific Provisions*", describing the programs and services that the COLLEGE and the COUNTY agree to perform as a part of the Agreement.

II. BASIC TERMS

1. Both parties shall share in the education process.
2. Both parties agree that this Agreement confers no financial obligation on either party.
3. Both parties agree that participation in the PROGRAM is gratuitous and voluntary.

4. Both parties agree that they will not discriminate against any person because of race, religion, color, gender, sexual orientation, national origin, age, disability, special disabled veteran's status, Vietnam-era veteran's status, or any other protected status.
5. Both parties mutually agree that the number of Students participating in the PROGRAM will be arranged jointly, with due consideration given to the clinical material available.
6. The COUNTY representative for the PROGRAM is:

V. Graig Temple, M.S., NRP, CAPO
Chief, Fort Bend County EMS
281-633-7077
Graig.Temple@fortbendcountytexas.gov

The COLLEGE representative for the PROGRAM is:

Ramon Villegas, Jr., M. A
Coordinator Community Placement
(713) 718-6518

Both parties shall inform the other in a timely manner of any changes in the information listed above.

III. OBLIGATIONS OF COUNTY

1. COUNTY will, under proper supervision, permit "hands on" experience at levels COUNTY determines to be appropriate based on the knowledge and training of the student.
2. COUNTY retains responsibility and decision-making authority for all aspects of COUNTY services and functions, including patient care.
3. All methods, techniques, and procedures initiated and/or performed by students must be done with prior approval, by appropriate COUNTY licensed EMS personnel. Students will not have independent authority.
4. COUNTY reserves the right to refuse participation of any Student designated by the COLLEGE and to terminate participation by any Student when, in the sole opinion of the COUNTY: (i) the Student is deemed to be a risk to the COUNTY'S employees, or to himself or herself, (ii) the Student fails to meet or abide by the rules, regulations, policies and procedures of the COUNTY, (iii) the Student's conduct is detrimental to the business or reputation of the COUNTY, (iv) the Student fails to accept or comply with the direction of COUNTY staff, or (v) further participation by the Student would be inappropriate. COLLEGE shall comply with COUNTY's request to remove a Student(s) in the event that COUNTY determines that there is cause to do so.

IV. OBLIGATIONS OF COLLEGE

1. COLLEGE will maintain Health Science Programs in accredited status, and will notify the COUNTY of any substantial change in the status.

2. COLLEGE will establish guidelines for Student eligibility, including the provision of classroom theory and practical instruction, and ensure that all Students meet eligibility requirements prior to PROGRAM participation.
3. When requested by COUNTY, COLLEGE shall require Students to attend clinical orientation.
4. COLLEGE will assure COUNTY of Student's reasonable proficiency of infectious disease control issues.
5. COLLEGE will provide a faculty advisor who is available for consultation and direction.
6. All COLLEGE faculty assigned to COUNTY will be appropriately licensed or certified in their particular discipline
7. COLLEGE will require faculty and Students to comply with all COUNTY policies.
8. COLLEGE will require Students to provide to COUNTY a completed:
 - a. Student Confidentiality Agreement,
 - b. Student Assumption of Risk, Release, and Waiver of Liability, and
 - c. Student Participation Form.

All of which are attached to this Agreement as Exhibit B.

9. COLLEGE will provide instruction for students and faculty assigned to COUNTY in order to comply with OSHA regulations for blood borne and airborne pathogens and their responsibility to comply with the COUNTY's policies and procedures, including The Joint Commission, CARF and/or other regulatory agencies, in providing patient care.
10. COLLEGE will require Student to provide to the COUNTY such results for drug testing, health care, and criminal background checks prior to Student participation in the PROGRAM including proof of a:
 - a. PPD test (commonly referred to as a TB test);
 - b. HBV vaccine or signed refusal; and
 - c. Any other immunizations as required by laws.
11. COLLEGE understands and agrees that Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
12. COLLEGE will be responsible for equipment that is broken or damaged due to Student's negligence.
13. COLLEGE will be responsible for the final grading of Student.
14. COLLEGE shall inform COUNTY in a timely manner of any change in Student(s) status, or curriculum, or faculty advisor during participation in PROGRAM.
15. Visits by COLLEGE and COLLEGE'S faculty are welcome for purposes of planning and observation of Student with prior notification to COUNTY.

V. INDEPENDENT CONTRACTORS/NO AGENCY

In the performance of duties and obligations as described in this Agreement, NO

COLLEGE FACULTY, STUDENTS, EMPLOYEES, OR AGENTS SHALL, FOR ANY PURPOSE, BE DEEMED TO BE AN AGENT, SERVANT OR EMPLOYEE OF THE COUNTY OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE COUNTY. NO EMPLOYEE OR AGENT OF THE COUNTY SHALL, FOR ANY PURPOSE, BE DEEMED TO BE AN AGENT, SERVANT OR EMPLOYEE OF THE COLLEGE OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE COLLEGE.

Neither party shall withhold on behalf of the employees of the other, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or the manner in which their employees or agents perform any of the activities which are the subject of this Agreement. Both parties agree that no payment shall be made by either party to the other party or to either party's employees or agents.

VI. INDEMNITY

TO THE EXTENT ALLOWED BY LAW, COLLEGE AGREES TO AND SHALL HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF COLLEGE, ITS EMPLOYEES, REPRESENTATIVES OR AGENTS ARISING OUT OF COLLEGE'S PERFORMANCE UNDER THIS AGREEMENT NOTWITHSTANDING THE ABOVE, THIS INDEMNIFICATION PROVISION DOES NOT APPLY IF A TRIER OF FACT FINDS COUNTY TO BE SOLELY OR JOINTLY NEGLIGENT OR OTHERWISE AT FAULT.

TO THE EXTENT ALLOWED BY LAW, COUNTY AGREES TO AND SHALL HOLD HARMLESS COLLEGE, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF COLLEGE, ITS EMPLOYEES, REPRESENTATIVES OR AGENTS ARISING OUT OF COUNTY'S PERFORMANCE UNDER THIS AGREEMENT NOTWITHSTANDING THE ABOVE, THIS INDEMNIFICATION PROVISION DOES NOT APPLY IF A TRIER OF FACT FINDS COLLEGE TO BE SOLELY OR JOINTLY NEGLIGENT OR OTHERWISE AT FAULT.

VII. INSURANCE

The COLLEGE agrees that it will furnish the COUNTY with evidence that each student and faculty member has in effect specified medical professional liability insurance included in the general liability coverage in the amount of not less than \$1,000,000.00 per occurrence, and \$3,000,000.00 in the aggregate, to insure the student only while participating in the activities

which are a part of and a requirement of the student's curriculum, such coverage to continue in effect while such staff member, faculty member or student is assigned to the COUNTY. The COLLEGE agrees to inform the COUNTY promptly of each renewal, cancellation, or change in the content or amount of such coverage. A certificate of Insurance will be provided to the COUNTY on an annual basis. By entering into this Agreement, and complying with the terms and requirements hereof, it is recognized that the COLLEGE is not waiving the governmental immunity that the COLLEGE, its agents or employees have under law or any other rights, privileges and immunities belonging to privileges and immunities belonging to the COLLEGE under either state or federal law.

VIII. TERM

1. This Agreement is effective on **October 10, 2017** and runs for three one-year annual periods through **October 10, 2020**. This Agreement may be terminated by either party. The terminating party must provide written notice of the same to the other party at least one hundred twenty (120) days or one full academic semester prior to the end of the one-year period. Subject to Article III-Obligations of the COUNTY, if this Agreement is terminated by either party, it is understood between the parties that the students enrolled in the program and using the facilities of the COUNTY at the time such written notice is given will have the opportunity to complete the full program offered in the curriculum during that academic term.

IX. NOTICE

Any and all notices or communications required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested as follows:

If to COUNTY: Fort Bend County
401 Jackson St.
Richmond, Texas 77469
Attn: County Judge

With copy to: V. Graig Temple, M.S., NRP, CAPO
Chief - Fort Bend County EMS
4332 Highway 36 South
Rosenberg, TX 77471

If to COLLEGE: Houston Community College System
Attn: Phillip V. Nicotera, MD
President, Coleman College for Health Sciences
1900 Pressler Street
Houston, Texas 77030
(713) 718-7378

With a copy to:

Office of the General Counsel
Houston Community College
3100 Main Street
Houston, Texas 77002

Either party may change the address for notification by submitting written notice of same to the other.

X. CONFIDENTIAL AND PROPRIETARY INFORMATION

A. GENERAL TERMS. The Parties acknowledge that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. Any and all information of any form obtained by a Party or its employees or agents from another Party in the performance of this Agreement, including any reports or other documents grades to student data or items (including software) that result from the use of Confidential Information, shall be deemed to be confidential information of the originating Party ("Confidential Information"). Confidential Information shall be deemed NOT to include information that (a) is or becomes (other than by disclosure by originating Party) publicly known or is contained in a publicly available document; (b) is rightfully in a Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of the originating Party who can be shown to have had no access to the Confidential Information.

The Parties agree to hold Confidential Information in strict confidence, using at least the same degree of care that a such Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever, except as directed by the originating Party. A Party shall use its best efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, A Party shall advise the other Party immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement. The Parties shall cooperate with the other Party in seeking injunctive or other equitable relief in the name of COUNTY or COLLEGE against any such person.

COLLEGE agrees to obtain prior written consent of COUNTY for publication of any articles relating to the clinical experiences occurring at COUNTY. Upon termination of this Agreement or at a Party's request, the other Party shall promptly turn over to such Party any documents, papers, and other matter in that Party's possession which embody Confidential Information. The Parties agree to abide by the provisions of any applicable Federal or State Data Privacy Act.

B. TEXAS PUBLIC INFORMATION ACT. The Parties expressly acknowledge that both Parties are 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, the Parties shall make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to a Party by another Party shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

C. HIPAA. To the extent applicable to this Agreement, each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated hereunder, including without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160-164 ("Federal Privacy Regulations", "Federal Security Regulations", and "Federal Electronic Transaction Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements"). COLLEGE agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or Individually Identifiable Health Information (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. COLLEGE agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements.

Solely for the purpose of defining their role in relation to the use and disclosure of protected health information, such Students are defined as members of COUNTY'S workforce, as that term is defined by 45 CFR 160.105, when engaged in activities pursuant to this Agreement. However, neither Students nor faculty are or shall be considered to be employees of COUNTY for any other purpose.

D. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the COLLEGE hereby designates the COUNTY as a COLLEGE official with a legitimate educational interest in the educational records of the Student participating in the PROGRAM to the extent that access to the records are required by the COUNTY to carry out the PROGRAM. COUNTY agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

E. BREACH OF CONFIDENTIALITY. The Parties acknowledge that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, shall give rise to irreparable injury to the other Party that is inadequately compensable in damages. Accordingly, a Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings,

in addition to any other legal remedies that may be available. The Parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interest of either Party and are reasonable in scope and content.

XI. ADDITIONAL TERMS

1. **Compliance with Applicable Laws.** Both COLLEGE and COUNTY shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
2. **Right to Inspect.** COLLEGE shall permit COUNTY, or any duly authorized agent of COUNTY, to inspect and examine the books and records of COLLEGE for the purpose of verifying the amount of work performed under this Agreement. COUNTY's right to inspect survives the termination of this Agreement for a period of four years.
3. **Venue and Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the COUNTY's sovereign immunity.
4. **Assignment and Delegation.** Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner. Neither party may delegate any performance under this Agreement. Any purported delegation of performance in violation of this Section is void.
5. **Waiver.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
6. **Rights and Remedies.** The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
7. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
8. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of COUNTY. Under no circumstances whatsoever, shall COLLEGE release any material or information developed or received in the performance of this Agreement without the express written permission of COUNTY or where required by law.
9. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

10. **Entire Agreement.** It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in any exhibit or attachment identified in Agreement. It is further understood and agreed that this Agreement supersedes all prior communications and negotiations between the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.
11. **Conflict.** In the event there is a conflict between this Agreement and the attached exhibit(s) or attachments, this Agreement controls.


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IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

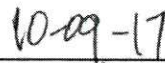
FORT BEND COUNTY

HOUSTON COMMUNITY COLLEGE SYSTEM

By: _____
Robert E. Hebert, County Judge

By:  _____
Cesar Maldonado, Ph.D., P.E.
Chancellor
Houston Community College System

Date

 _____
Date

ATTEST:

Laura Richard, County Clerk

Date

Reviewed By:


 _____
Graig Temple
Fort Bend County Chief, Fort Bend County EMS

EXHIBIT A

PROGRAM SPECIFIC PROVISIONS

EXHIBIT B
REQUIRED DOCUMENTS

STUDENT CONFIDENTIALITY AGREEMENT

I, _____ ("STUDENT"), acknowledge and agree to the following:

STUDENT agrees to maintain confidentiality of any information deemed confidential by the COUNTY including any and all patient information and all confidential hospital information. The undersigned, agrees not to reveal to any person or persons, except authorized individuals, any specific patient information, except as required by law or as authorized by COUNTY.

STUDENT further agrees that if computer network account is made available for student purposes, that such information contained within the computer network is confidential information. STUDENT will not remove any confidential computer records from COUNTY including paper records. STUDENT agrees not to change, delete, modify, or remove any computer file that belongs to another person.

STUDENT acknowledges that any violation of this confidentiality Agreement is cause for disciplinary action, including administrative removal from the PROGRAM, and may also result in legal action by COUNTY, patients, government, or other individuals.

Dated this _____ day of _____, 20____

STUDENT Signature: _____

Witness Signature: _____

RELEASE OF LIABILITY

I, _____ ("Student"), have this day released and do hereby release, acquit and forever discharge Fort Bend County, and its officers, employees, agents, servants and all persons in privity with them of any and all claims and causes of action of any kind, at law or in equity, and from any liability for any and all damages, injuries, death, costs, pain and suffering, or expenses and from any other claim arising from or which may be alleged to arise from my use of any Fort Bend County facility ("Facilities").

I, _____, intend this release of liability to cover all situations that may occur while I participate in the PROGRAM at the Facilities.

I, _____, agree to assume the risk of any personal injury, loss, or damage that may result from my participation in the PROGRAM at the Facilities. I know of no condition that would limit or preclude my participation in this PROGRAM. I understand that a photocopy of this authorization is as valid as the original.

If any part of this release is construed to be invalid by a court of law, such construction shall not invalidate the remainder of this instrument.

This Release shall extend to and be binding upon Student, its heirs, executors, administrators, successors, assigns and legal representatives. I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN FORT BEND COUNTY AND MYSELF AND SIGN IT OF MY OWN FREE WILL.

IN WITNESS WHEREOF, Student hereby sets its hands to this instrument.

By: _____

Signature

Printed Name

Date

STUDENT CONTACT INFORMATION

Name: _____

Phone Number (H) _____ **Work (W)** _____ **Cell (C)** _____

DL: **State:** _____ **Number:** _____

Date of Birth: _____

In the event of an emergency, please contact: _____

Phone Number: _____