

STATE OF TEXAS

COUNTY OF FORT BEND

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**AFFILIATION AGREEMENT FOR COURSE EXPERIENCE
BETWEEN FORT BEND COUNTY AND TEXAS SOUTHERN UNIVERSITY
COLLEGE OF PHARMACY AND HEALTH SCIENCES**

This Affiliation Agreement is entered into by Fort Bend County, a body corporate and politic under the laws of the State of Texas, ("COUNTY"), on behalf of Fort Bend County Clinical Health Services, and Texas Southern University, on behalf of its College of Pharmacy & Health Sciences, a public institution of higher education, located at 3100 Cleburne Street, Houston, Texas 77004 ("UNIVERSITY"), herein referred to collectively as "Parties."

RECITALS

WHEREAS, County operates facilities located at 4520 Reading Road, Suite A-200, in the city of Rosenberg, State of Texas ("Facility"), and therein provides healthcare services;

WHEREAS, UNIVERSITY offers a structured educational program which provides students courses in pharmacy and health care ("Program") and as a part of the Program, students need to obtain pharmacy or health care experience;

WHEREAS, the Parties desire to establish and implement a means to coordinate Program activities at Facility, and COUNTY is willing to make facilities available to up to four qualified students ("Student(s)") who will be supervised by Fort Bend County Staff, and to provide clinical or other pharmacy or health care practice experiences for pharmacy or health care students enrolled in the University's Program; and

WHEREAS, the Parties hereto recognize that, in the performance of this Agreement, the greatest benefits will be derived by promoting the mutual interests of both parties, and each party does, therefore enter into this Agreement with the intention of cooperating with each other in carrying out the terms of this Agreement; 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, the governing bodies of COUNTY and UNIVERSITY have duly authorized this Agreement;

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

I. OBLIGATIONS OF COUNTY

1. **Learning Environment.** COUNTY shall provide necessary instruction in a suitable environment for learning experiences for the Students in the Program.
2. **Assignments.** COUNTY shall accept Students assigned by UNIVERSITY to participate in the Program. COUNTY has discretion to assign Students to pharmacy or health care work assignments at County facilities to obtain learning experiences in pharmacy health care practice under the PROGRAM. COUNTY shall have discretion to assign Students to clinical pharmacists or health care professionals practicing at Facility to obtain learning experiences in direct patient care. COUNTY has discretion to permit "hands on" experience, under proper supervision, at levels COUNTY determines to be appropriate based on the knowledge and training of the Student.
The Student Assignments shall be that planned, organized, and administered by qualified staff in conjunction with designated University personnel, in accordance with mutually accepted educational objectives and guidelines. The Student Assignments are expected to include, but are not limited to, the following:
 - a. Immunization Program management,
 - b. Perinatal Hepatitis B case management,
 - c. Fort Bend County Annual School/Child Care Audits,
 - d. Vaccine Preventable Disease Surveillance, and
 - e. Tuberculosis (TB) and STD/HIV Program management.
- f. **Schedules.** In cooperation with UNIVERSITY, COUNTY shall prepare PROGRAM schedules for Students.
- g. **Research Projects.** COUNTY shall encourage appropriate research projects in health care or clinical pharmacy, with any research involving County patients conducted in compliance with County's requirements.
- h. **Sole Responsibility and Authority.** COUNTY retains sole responsibility and decision-making authority for all aspects of County services and functions, including patient care. COUNTY reserves the right to prohibit Student observation or participation in County services or functions.
- i. **County Representative.** COUNTY shall appoint a qualified person who will be responsible for Students' educational experience under the PROGRAM at the County Facility. The COUNTY Representative shall be known as the "LIAISON." COUNTY shall notify UNIVERSITY in writing at least ten (10) days prior to acceptance of Students into the PROGRAM, of the Name and contact information (i.e. address and telephone number) of the Liaison.

The COUNTY Liaison for the PROGRAM is:

Ngombe Bitendelo, RN, BSN, MPH, CIC
Fort Bend County Director of Clinical Health Services
4520 Reading Rd, Suite A-200
Rosenberg, Texas 77471

Tel: (281) 238-3548
Fax: (832) 471-1808
Email: Ngombe.Bitendelo@fortbendcountytexas.gov

- j. **Emergency Treatment.** COUNTY shall provide or arrange for emergency treatment to any Student in the Program – at the Students’ expense – upon any accident or illness at the Facility.
- k. **Facility Access.** COUNTY shall provide reasonable access to any County Facilities, equipment or supplies that are necessary to achieve the Program’s objectives.
- l. **Accreditation.** COUNTY must comply with any applicable accreditation authority’s requirements. COUNTY shall, as deemed reasonably necessary to carry out the terms of this Agreement, permit any authority responsible for accrediting University’s curriculum to inspect County’s facilities, services or other items.

II. OBLIGATIONS OF UNIVERSITY

- 1. **Instruction.** After consulting with each appropriate COUNTY representative, UNIVERSITY must:
 - a. develop, organize and assist COUNTY in implementing and operating a PROGRAM that is suitable to each Student, including those who may be disabled; and
 - b. provide COUNTY with discipline-specific goals and objectives for the PROGRAM.
- 2. **Coordination.** UNIVERSITY may provide reasonable opportunities for COUNTY to participate in:
 - a. Joint planning and evaluation of Student experiences; and
 - b. Developing Student schedules.
- 3. **Student Selection.** UNIVERSITY shall establish guidelines for Student eligibility and shall select Students for the Program, assigning only Students who satisfactorily have completed University’s prerequisites for Program participation, including completing all required immunizations as stated herein below, and notify COUNTY accordingly. UNIVERSITY shall assign only the number of Students mutually agreed upon by COUNTY and UNIVERSITY.
- 4. **Student Information and Privacy.**
 - a. **Required Information.** University must provide County advance information concerning names of applicable Students, dates, and times to allow County time and opportunity to reasonably accommodate Students for the Program.
 - b. **Student Privacy.** “FERPA” means the Family Educational Rights and Privacy Act. County acknowledges that because many Student educational records are protected by FERPA, University must obtain each Student’s permission before releasing specific Student information to anyone other than University personnel with a legitimate educational interest. University may provide guidance to County with respect to complying with FERPA.

5. **Classroom instruction.** UNIVERSITY shall be responsible for the provision of classroom theory and practical instruction to Student prior to clinical assignments or practicum experience.
6. **Faculty Advisor.** UNIVERSITY shall designate University personnel to serve as a faculty advisor ("Faculty") who is available for consultation and direction for the Student who is on practicum assignment with the COUNTY. UNIVERSITY shall provide, in writing, the name, address and contact number of the designated Faculty to coordinate and assist County personnel and Students of the Program in the Students' educational experiences in conjunction with the County Liaison (defined herein above).
The Faculty member will be responsible for maintaining on going contact with County's Liaison and acquainting County Liaison with methods, objectives, goals and specifics of the Program. Faculty shall have the right to visit the County Facility at any time as Faculty and County deem necessary while Students are participating in any practice experience to counsel with and observe Students at the Facility.
UNIVERSITY shall inform and explain to Faculty and each Student that during the Program, the Student is:
- a. under the jurisdiction of COUNTY officials for training purposes;
 - b. subject to the responsibility and authority of the County's pharmacy, health care, medical, nursing and administrative staff over patient care and County administration;
 - c. required to follow COUNTY rules and procedures relating to patient care and confidentiality of patient's records; and
 - d. required to follow each COUNTY rule or procedure to the extent that it relates directly to (i) Program education and training; and (ii) Patient safety.

The UNIVERSITY representative or faculty advisor for the PROGRAM is:

Mrs. Jennifer Williams MBA
Internship Coordinator Allied Health Practice Experiences (AHPE)
3100 Cleburne Avenue Houston, TX 77004
713-313-1216 jennifer.williams@tsu.edu

7. **Drug Testing, Health Care and Background Checks.** If required by COUNTY, UNIVERSITY shall direct students to a third party vendor at Student's cost for the purposes of performing drug testing, health care (to include immunizations and tuberculosis) and criminal background checks, prior to Student assignment to the PROGRAM.
UNIVERSITY shall only assign those Students that have completed the following testing, as required by County, prior to commencing participation in the PROGRAM:
- a. negative PPD test (commonly referred to as a TB test)
 - b. HBV vaccine or signed refusal; and
 - c. Other immunizations as required by law.
- All results will be submitted by the vendor to COUNTY and/or STUDENT without involvement and liability to UNIVERSITY.**

- m. **Compliance Notification.** UNIVERSITY shall notify Faculty and Students that compliance with all COUNTY polices is mandatory for participation in the PROGRAM.
- n. **Required Documents.** Prior to participating in the PROGRAM, UNIVERSITY shall require Students to provide to COUNTY the following signed and completed documents:
 - a. Exhibit A: Fort Bend County Student Confidentiality Agreement;
 - b. Exhibit B: Release of Liability;
 - c. Exhibit C: Participant Contact Information Sheet; and
 - d. Exhibit D: Texas Southern University Confidentiality Agreement.
- o. **Communicable Disease Reporting Requirements.** UNIVERSITY shall adhere to COUNTY communicable disease reporting requirements and shall require Students to provide to COUNTY verification of successful completion of education on blood borne pathogens, when applicable.
- p. **Change in Student Status.** UNIVERSITY shall inform COUNTY in a timely manner of any change in Student(s) status, curriculum, personnel, and learning opportunities during participation in PROGRAM.
- q. **Facility Visits.** Visits by UNIVERSITY and visits by UNIVERSITY'S faculty are welcome for purposes of planning and observation of Student with prior notification to COUNTY.

III. NON-DISCRIMINATION CLAUSE

The parties shall 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.

IV. PAYMENT

- 1. The Parties agree that this Agreement confers no financial obligation on either party. The Program furnished to Students in connection with this Agreement is gratuitous and voluntary and shall be accomplished without any payment made by the COUNTY to Student or to the UNIVERSITY. The Parties consider any service that any Student renders applicable to this Agreement to be educational in nature. Neither COUNTY nor any patient has a duty to pay any monetary compensation to any Student.
- 2. Both parties agree that at no time shall Students, Faculty, or UNIVERSITY be considered employees, agents, or servants of COUNTY and therefore shall not be eligible to receive payment for services rendered, replace a COUNTY employee or possess authority to enter any form of agreement, binding or otherwise, on behalf of COUNTY. At no time, shall UNIVERSITY, faculty, or Students be eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which COUNTY provides to its employees.

V. INDEPENDENT CONTRACTORS/NO AGENCY

In the performance of duties and obligations hereunder, NO UNIVERSITY 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 UNIVERSITY OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE UNIVERSITY. 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 the services which are the subject of this Agreement.

VI. INDEMNITY

UNIVERSITY AGREES TO AND SHALL HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEY'S FEES, BODILY INJURY, SICKNESS, DISEASE OR DEATH ARISING FROM OR WHICH MAY BE ALLEGED TO ARISE FROM THE USE OF COUNTY'S FACILITIES BY UNIVERSITY'S STUDENTS, FACULTY, AND/OR STAFF PURSUANT TO THIS AGREEMENT. The parties agree that the indemnification provisions of this section shall survive termination of this Agreement.

VII. INSURANCE

Prior to commencement of the Services, UNIVERSITY shall furnish COUNTY with properly executed certificates of insurance which shall evidence all insurance required and provide a provision for 30 days' notice to COUNTY of cancellation. UNIVERSITY shall provide certified copies of insurance endorsements, if requested by COUNTY. UNIVERSITY shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates for any such insurance expiring prior to completion of Services. UNIVERSITY shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

During the term of this Agreement, UNIVERSITY shall keep in full force professional liability insurance in the amount of \$1,000,000 per claim and \$3,000,000 in the aggregate, which shall extend to the activities contemplated under this Agreement and undertaken on COUNTY premises, covering faculty and Students, and shall provide COUNTY proof of said coverage

upon return of this Agreement. UNIVERSITY shall also keep in full force general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with an umbrella liability coverage in amounts not less than \$1,000,000.

VIII. TERM AND TERMINATION

1. This Agreement shall become effective immediately upon execution by COUNTY and will continue until December 31, 2019.
2. This Agreement shall automatically renew for one-year terms (January-December), not to exceed a period of five years ending December 31, 2024, unless otherwise terminated as hereinafter provided.
3. Either party may terminate this Agreement for any reason without cause upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein.
4. In the event that the Agreement is terminated by either Party, Parties agree to make reasonable efforts so that any Student assigned to the Program is allowed to complete any previously-scheduled practice experience then in progress at the COUNTY Facility.

IX. MODIFICATIONS AND WAIVERS

1. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
2. 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.
3. 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.

X. OWNERSHIP AND REUSE OF DOCUMENTS

All documents, data, reports, research, graphic presentation materials, etc., developed by UNIVERSITY as a part of its work under this Agreement, shall become the property of COUNTY upon completion of this Agreement, or in the event of termination or cancellation thereof. UNIVERSITY shall promptly furnish all such data and material to COUNTY on request.

XI. DISMISSAL/TERMINATION OF STUDENT IN PROGRAM

1. COUNTY reserves the right to terminate a Student's participation in the Program when, in its sole discretion subject to the non-discrimination provisions of this Agreement, (a) a Student's practice performance, conduct, or health unsatisfactory, objectionable, or detrimental to County's patient care or the proper administration of the Program, (b) the Student fails to meet or abide by the rules, regulations, policies and procedures of the COUNTY, (c) poses a threat to the health, safety or welfare of County's patient's, clients, personnel or himself, or (d) the Student's conduct is detrimental to the business or reputation of the COUNTY, (e) the Student fails to accept or comply with the direction of COUNTY staff, or (f) further participation by the Student would be inappropriate.
2. Upon receipt of written notification from COUNTY, UNIVERSITY must withdraw the Student from the Program at the County Facility. UNIVERSITY must notify COUNTY in writing of any withdrawal. UNIVERSITY must determine an appropriate course of action and/or discipline for the Student.
3. To assist University in its due process obligations to any Student excluded or withdrawn from the Program, COUNTY must provide a written statement of the reason or reasons for the withdrawal or exclusion. The UNIVERSITY must respond to each request within two (2) business days. COUNTY must direct any withdrawal request to:

Texas Southern University
College of Pharmacy and Health Sciences
Attn: Assistant Dean of Practice Programs
3100 Cleburne Street
Houston, Texas 77004
Tel: (713) 313-1977

XII. MISCELLANEOUS TERMS

1. UNIVERSITY AND COUNTY mutually agree that the number of Students participating in the PROGRAM will be arranged jointly, with due consideration given to the clinical material available.
2. STUDENT(s) will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
3. UNIVERSITY shall be responsible for equipment that is broken or damaged due to Student's negligence.
4. UNIVERSITY shall require Students to be properly attired when reporting for clinical experience.
5. UNIVERSITY is responsible for the administrative functions related to the Student's experience including rotation, attendance, knowledge of infectious control issues and proficiency.
6. UNIVERSITY shall provide relevant background information on Students as requested by the COUNTY to the extent permitted by law.

7. UNIVERSITY shall be responsible for the final grading of the Students.
8. UNIVERSITY shall instruct their Students and faculty to respect the confidential nature of all information which they may obtain from clients and records of the COUNTY.
9. UNIVERSITY agrees that a Student's breach of COUNTY'S policies concerning confidentiality shall be grounds for Student discipline, including but not limited to dismissal from the PROGRAM.

XIII. NOTICE

Any and all notices or communications required or permitted under this Agreement shall be effective on receipt when delivered in person or mailed, certified mail, return receipt requested, and shall be sent to the following:

If to COUNTY: M. desVignes-Kendrick, M.D., MPH
Director, Health and Human Services
Kaye Reynolds, DrPH
Deputy Director, Health and Human Services
4520 Reading Road, Suite A-200
Rosenberg, Texas 77471

With copy to: Fort Bend County
Attn: County Judge
401 Jackson, 1st Floor
Richmond, Texas 77469

If to UNIVERSITY: Texas Southern University
College of Pharmacy & Health Sciences
Attn: Jennifer Williams, MBA, Program Coordinator
3100 Cleburne Street
Houston, Texas 77004
Tel: (713) 313-1216
Fax: (713) 313-7965
Email: Jennifer.williams@tsu.edu

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

XIV. CONFIDENTIAL AND PROPRIETARY INFORMATION

1. UNIVERSITY acknowledges 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 COUNTY. Any and all information of any form obtained by UNIVERSITY or its employees or agents from COUNTY in the performance of this Agreement shall be deemed to be confidential information of COUNTY ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by UNIVERSITY shall be treated with respect to confidentiality in the same manner as the Confidential Information.
Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by UNIVERSITY) publicly known or is contained in a publicly available document; (b) is rightfully in UNIVERSITY'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 UNIVERSITY who can be shown to have had no access to the Confidential Information.
2. UNIVERSITY agrees to hold Confidential Information in strict confidence, using at least the same degree of care that UNIVERSITY 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 other than the provision of Services to COUNTY hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. UNIVERSITY shall use its best efforts to assist COUNTY in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, UNIVERSITY shall advise COUNTY immediately in the event UNIVERSITY 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 and UNIVERSITY shall at its expense cooperate with COUNTY in seeking injunctive or other equitable relief in the name of COUNTY or UNIVERSITY against any such person. UNIVERSITY agrees that, except as directed by COUNTY, UNIVERSITY shall not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at COUNTY's request, UNIVERSITY shall promptly turn over to COUNTY all documents, papers, and other matter in UNIVERSITY's possession which embody Confidential Information.
3. **TEXAS PUBLIC INFORMATION ACT.** UNIVERSITY expressly acknowledges that COUNTY 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, COUNTY 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 COUNTY by UNIVERSITY 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.
4. **WRITTEN CONSENT.** UNIVERSITY agrees to obtain prior written consent of COUNTY for publication of any articles relating to the clinical experiences occurring at COUNTY.
 5. **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 and 164 ("Federal Privacy Regulations"), the federal security standard contained in 45 C.F.R. Parts 160, 162, and 164 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 ("Federal Electronic Transaction Regulations") all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements"). UNIVERSITY 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. UNIVERSITY 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.
 6. **DATA PRIVACY ACT.** UNIVERSITY in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
 7. **BREACH OF CONFIDENTIALITY.** UNIVERSITY acknowledges 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 COUNTY that is inadequately compensable in damages. Accordingly, COUNTY 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. UNIVERSITY acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of COUNTY and are reasonable in scope and content.
 8. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the UNIVERSITY hereby designates the COUNTY as a school official with a legitimate educational interest in the educational records of the students who participate 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.

XV. COMPLIANCE WITH LAWS

BOTH UNIVERSITY 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, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by COUNTY, UNIVERSITY shall furnish COUNTY with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

XVI. 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.

XVII. ASSIGNMENT AND DELEGATION

1. 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.
2. Neither party may delegate any performance under this Agreement. Any purported delegation of performance in violation of this Section is void.

XVIII. 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.

XIX. 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 UNIVERSITY release any material or information developed or received in the performance of the Services hereunder without the express written permission of COUNTY, except where required to do so by law.

XX. 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.

XXI. CONFLICT

In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls.

XXII. 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 or contemporaneous agreements, 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.

{EXECUTION PAGE FOLLOWS}

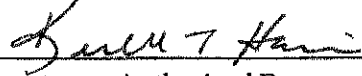
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IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

FORT BEND COUNTY

TEXAS SOUTHERN UNIVERSITY

By: _____
KP George, County Judge


Signature – Authorized Representative

ATTEST:

Laura Richard, County Clerk

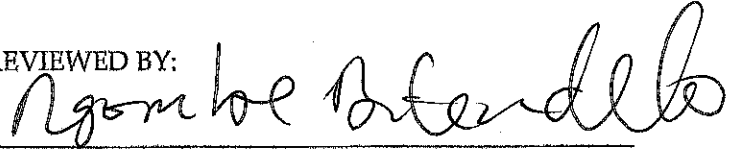
Printed Name – Authorized Representative
Kendall T. Harris, Ph.D., P.E.
Provost/Vice President for Academic Affairs

Date

Title

2/11/19

Date

REVIEWED BY:


Ngombe Bitendelo, RN, BSN, MPH, CIC
Fort Bend County Director of Clinical Health Services

- Attachments: Exhibit A: Student Confidentiality Agreement
Exhibit B: Release of Liability
Exhibit C: Participant Contact Information
Exhibit D: TSU Confidentiality Agreement

EXHIBIT A

**FORT BEND COUNTY
STUDENT CONFIDENTIALITY AGREEMENT**

STUDENT CONFIDENTIALITY AGREEMENT

I, _____ ("STUDENT"), will be participating as a Student in an internship experience at Fort Bend County pursuant to an agreement between the COUNTY and the.

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

STUDENT agrees that in the performance of his or her duties as a Student at the County that he or she may come in contact with, or be provided with, confidential or proprietary information.

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

Signature of Parent (if STUDENT is a minor):

Parent Printed Name (if STUDENT is a minor):

Witness Signature: _____

Witness Name Printed : _____

EXHIBIT B
RELEASE OF LIABILITY

RELEASE OF LIABILITY

I, _____ ("Participant"), 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 participant, 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, Participant hereby sets its hands to this instrument.

Dated this _____ day of _____, 20____

STUDENT Signature: _____

Signature of Parent (if STUDENT is a minor):

Parent Printed Name (if STUDENT is a minor):

Witness Signature: _____

Witness Name Printed : _____

EXHIBIT C

PARTICIPANT CONTACT INFORMATION

PARTICIPANT CONTACT INFORMATION

Name: _____

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

DL: State: _____ Number: _____

Date of Birth: _____

In the event of an emergency, please contact: _____

Emergency Contact Phone Number: (_____) _____

Relationship of Contact to Student: _____

Any known allergies or other special needs: _____

EXHIBIT D

**TEXAS SOUTHERN UNIVERSITY
COLLEGE OF PHARMACY AND HEALTH SCIENCES
CONFIDENTIALITY AGREEMENT**



Exhibit 1

College of Pharmacy and Health Sciences
Texas Southern University
STUDENT INTERN CONFIDENTIALITY AGREEMENT

I understand that while performing clinical rotations as a student, or serving as a clinical rotation preceptor, I may have access to confidential information about clients, patients, their families and clinical facilities. I understand that I must maintain the confidentiality of all oral, written or electronic information, and that in that some instances, the information may be protected by law, such as state practice acts or other regulatory standards.

One such regulation is the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which strictly limits the way confidential medical information may be used. The use of and disclosure of health information is subject to the restrictions of the HIPAA Privacy Regulations and Texas Southern University's confidentiality policy. Under HIPAA, the federal government may impose penalties and fines on anyone who improperly uses or discloses health information. In addition to penalties and fines, any improper use of disclosure of health information may lead to disciplinary action, up to and including expulsion from the Texas Southern University College of Pharmacy and Health Sciences.

I understand that it is important to safeguard the confidentiality of this information and agree that both during and after my clinical rotations through Texas Southern University:

- I shall keep secret all confidential and proprietary information and not reveal or disclose it to anyone unless required by my supervisor or a University official to do so;
- I shall not make use of any of such confidential and proprietary information for my own purposes or for the benefit of anyone or anything other than the University;
- I shall deliver promptly to my supervisor, upon completion of the assignment, any documents (and all copies thereof) constituting or relating to such confidential and proprietary information, which I may have in my possession;
- I shall discuss confidential information only in the clinical setting as it pertains to patient care, and not where it may be overheard by visitors and/or other patients; and
- During the clinical rotation in the pharmacy practice clinical education program, I agree to follow not only Texas Southern University's established procedures, but also each agency's established procedures on maintaining confidentiality.

I acknowledge and agree that any breach of this Agreement by me will cause harm to the patient, the agency involved, the University and/or its employees, students or regents. I agree that if I commit a breach of any of the provisions of this Agreement, the University shall have the right to take disciplinary action against me as indicated above and may otherwise enforce this Agreement.

My signature below indicates that I have read and understand this Confidentiality Statement and the HIPAA confidentiality policy of Texas Southern University and agree to abide by their provisions.

AGREED TO AND ACCEPTED:

Printed Name: _____

Signature: _____

Date: _____