

THE STATE OF TEXAS       §  
  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF FORT BEND   §

**FULL RELEASE, INDEMNIFICATION,  
AND REQUIREMENT FOR LIABILITY INSURANCE**

This Full Release, Indemnification, and Requirement for Liability Insurance, (hereinafter referred to as "Release"), is made and entered into by and between Fort Bend County, Texas, (hereinafter referred to as "COUNTY"), a body corporate and politic by and through its governing body, the Fort Bend County Commissioners Court, and TELEFLEX LLC, a Delaware limited liability company ("*Company*"). County and Company are collectively referred to as the "*Parties*" and, at times throughout this Agreement, individually as the "*Party*."

RECITALS

WHEREAS, County shall provide facilities for workshops, seminars, and other programs for medical educational training with human and/or animal anatomical tissue specimens at its training facility ("*Facility*"); and

WHEREAS, Company organizes or sponsors workshops, seminars, and other programs for medical educational training with human and/or animal anatomical tissue specimens and desires to utilize the Facility to conduct a training program (the "*Program*"), on the dates for each Program as set forth in each applicable Schedule (each, a "*Use Period*") subject to the terms and conditions of this Agreement.

WHEREAS, Company desires to fully release the County of any and all claims, past, present or future, deriving or resulting from the Program; and

WHEREAS, Company desires to fully indemnify the County from any and all claims, past, present or future, deriving or resulting from the Program;

NOW THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1.     RIGHT TO ENTER AND USE FACILITY

(a) Upon meeting the requirements and conditions listed in this Agreement, County hereby grants to Company the right to enter on the Facility for use for the above described Program.

(b) County retains the right to enter Facility for any purpose at any time during the scheduled Program.

(c) County reserves the full and absolute right to have persons violating any provision expressed in this document removed from the premises and to prosecute any and all violators to the fullest extent of the law.

(d) As a framework agreement, this Agreement allows the Company to contract with County for multiple Programs through the issuance of Schedules as described in Section 1(e) below, without having to re-negotiate the basic terms and conditions contained in this Agreement.

(e) No County fees shall be expended for services related to the Program rendered

through this Agreement. The Parties have separately negotiated and set forth the specific details for the Program on the Schedules attached hereto (each, a "*Schedule*"). Each Schedule shall be subject to all of the terms and conditions of this Agreement, in addition to the specific details set forth in the Schedule. To the extent that any terms or provisions of a Schedule conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the applicable Schedule expressly and specifically states that the Schedule supersedes the Agreement on a specific matter. All Schedules will be incorporated and made part of this Agreement by reference.

(f) Company shall have access to the Facility from the Program start time to the Program end time, which includes reasonable time for setup and breakdown before and after the Program. Company shall not use the Facility for any purposes other than to setup, conduct and breakdown the Program. Company shall have access to the designated Program area, restrooms and all other common areas reasonably necessary for the purposes contemplated in this Agreement.

(g) The designated Program area at the Facility utilized by Company for the Program, and the services provided by County in connection with the Program as set forth in this Agreement does not exceed that which is reasonably necessary to accomplish the commercially reasonable business purposes of this Agreement.

(h) The Parties agree that all individuals brought to County's Facility by Company must comply with all of County's applicable policies, procedures, directives, and instructions. Failure to do so may result in County's requirement that such individual be removed from the Facility and terminate their participation in a Program.

(i) Company agrees to use reasonable care to prevent damage to the Property during Activities.

(j) Company agrees to leave the Facility in a clean and orderly condition including, but not limited to, removal of any Specimens or equipment brought to the Facility.

2. EQUIPMENT AND SUPPLIES. Company will provide the products listed in the applicable Schedule, which products shall remain the exclusive property of Company.

3. PROVISION OF HUMAN SPECIMENS. Company is responsible for providing human anatomic specimens ("*Specimens*"). Additional terms for Company-provided Specimens are set forth in Schedule B. Company ensures that it, or its subcontractor, has met all applicable requirements as set forth by the Anatomical Board of the State of Texas and is in compliance with all rules and regulations as set in the Texas Health and Safety Code, including but not limited to Title 8, Death and Disposition of the Body.

4. VALUABLES. Company acknowledges that County will not be responsible for the loss, damage or destruction of any valuables brought onto the Facility.

5. REPRESENTATIONS AND WARRANTIES.

(a) County represents and warrants that: (i) it has full right and authority to enter into and be bound by all of the terms and conditions of this Agreement, and has the necessary resources, licenses, permits and qualifications to perform its obligations hereunder; (ii) it shall comply with all applicable laws and regulations governing the use of the Facility and the conduct of the Program.

(b) Company represents and warrants that: (i) it has full right and authority to enter into and be bound by all of the terms and conditions of this Agreement, and has the necessary resources, licenses, permits and qualifications to perform its obligations hereunder; and (ii) it shall comply with all applicable laws and regulations governing the conduct of the Program.

6. INDEMNIFICATION and RELEASE

(a) COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, GUESTS, AND ALL PERSONS IN PRIVITY WITH COMPANY, HEREBY AGREE TO FULLY RELEASE, ACQUIT, AND FOREVER DISCHARGE THE COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND SERVANTS, AND ALL PERSONS IN PRIVITY WITH THE COUNTY ("RELEASEES"), FROM ANY AND ALL PAST, PRESENT OR FUTURE CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE, THAT MIGHT ARISE, AT ANY TIME, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE PROGRAM, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH RELEASEES.

(b) COMPANY AND ITS AND OFFICERS, HEREBY AGREE TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND SERVANTS, AND ALL PERSONS IN PRIVITY WITH THE COUNTY ("INDEMNITEES"), 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, THAT MIGHT ARISE, AT ANY TIME, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE PROGRAM EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEES.

(c) Company agrees hereby to be responsible and liable for any and all damages to the Facility attributable to the Program, including any materials, equipment or other personal or real property of the County, except to the extent caused the negligence or willful misconduct of the Indemnitees.

(d) Company assumes all risk of all loss or damage to any materials, equipment or other property of Company. The County shall have no obligation, responsibility or liability with respect thereto, except to the extent caused by the negligence or willful misconduct of the Indemnitees.

(e) These indemnity and release provisions shall survive the termination or expiration of this agreement.

7. INSURANCE.

(a) Prior to commencement of the Program, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time the Programs commence until the Programs are completed and provide replacement certificates,

policies and/or endorsements for any such insurance expiring prior to completion of the Programs. Contractor 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:

- i. Workers' compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine workers' compensation insurance will not be allowed. Employers' liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- ii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder
- iii. Business automobile liability insurance with a combined bodily injury/property damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

(b) County and its elected and appointed officials shall be named as additional insured to all required coverage except for workers' compensation. All liability policies including workers' compensation written on behalf of County shall contain a waiver of subrogation in favor of County and its elected and appointed officials.

(c) If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that the Programs are completed.

(d) Contractor will require that any subcontractors utilized in performance of the Program or use of Facilities, including any shuttle service operators, meet the same insurance requirements as listed in this Section.

8. TERM; TERMINATION.

(a) The term of this Agreement shall commence on the Effective Date and shall terminate after a period of two (2) years unless earlier terminated pursuant to this Section 9.

(b) Either Party may terminate this Agreement (thereby canceling any pending Program) for any reason or no reason at any time.

(c) Either Party may terminate this Agreement without further liability upon a material breach of this Agreement by the other Party by providing written notice of such breach to the other Party, which breach is not cured within thirty (30) days after notification of such breach.

9. PUBLICITY. Except as may be otherwise set forth herein, neither Party shall make use of the name, trademark, and/or logo of the other Party for any purpose without the prior written consent of the other Party.

10. FORCE MAJEURE. Neither Party shall be liable for damages of any kind due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from circumstances beyond its control. Such circumstances shall include, but shall not be limited to, acts of God, acts of war, civil commotions, riots, strikes, lockouts, acts of the government, disruption of telecommunications transmissions, accident, fire, water damages, flood, earthquake or other natural catastrophe.

11. NOTICES. Whenever notices are required or permitted under this Agreement, they shall be given by personal delivery, or registered or certified mail, return receipt requested, and postage prepaid, or sent by federal overnight courier to addresses set forth below, unless otherwise specified from time to time. Service of any such notice shall be deemed complete as of the day of actual delivery as shown by the addressee's registry or certification receipt or the expiration of the third day after the date of mailing, whichever occurs first.

Teleflex LLC  
Attn: Sr. Director, Clinical Affairs  
3015 Carrington Mill Boulevard  
Morrisville, NC 27560

Fort Bend County  
Graig Temple  
Chief, Fort Bend County Emergency  
Medical Services  
4332 Highway 36 South  
Rosenberg, Texas 77471

With a copy to: County Judge  
401 Jackson St.  
Richmond, Texas 77469

12. CONFIDENTIALITY. Neither Party shall disclose any of the other Party's Confidential Information for any purpose not expressly permitted by this Agreement without the prior written consent of the other Party. Each Party shall protect Confidential Information of the other Party from unauthorized use, access, or disclosure with no less than reasonable care. For purposes of this Agreement, "*Confidential Information*" means any proprietary or confidential information of a Party or its affiliates, any patient's "protected health information," as defined by Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("*HIPAA*"), and any information, records, and proceedings of County and/or County medical staff committees and peer review bodies. Confidential Information also includes proprietary or confidential information of any third party that may be in a Party's possession.

The Parties agree that the Party's obligations with respect to handling, disclosing, reproducing, and using Confidential Information are not applicable to any portion(s) of the Confidential Information which:

- (a) is in the public domain prior to receipt by the Party or subsequent to the date of receipt without breach of this Agreement by the Party, or
- (b) is known, as evidenced by documentation, to the Party prior to disclosure by the other Party, or
- (c) is disclosed with the prior written approval of the other Party, or
- (d) is disclosed without restriction to the Party by a third party having a bona fide right to disclose same to the Party and without breach of this Agreement by the Party, or
- (e) is subject to disclosure pursuant to any applicable law or regulation; provided that Company shall, if allowed by law, notify County promptly upon learning of the legal

requirements and before making such disclosure, and Company shall provide County with an opportunity (at County's own expense) to resist such disclosure or to seek a protective order or other appropriate procedure so that the disclosure, if required, can be made in a manner that preserves the confidentiality of the Confidential Information.

The terms of this provision shall survive termination or expiration of this Agreement.

13. COMPLIANCE WITH LAWS. The Parties agree to comply with all applicable federal, state and local laws, regulations, ordinances, government agency interpretation of laws or regulations and orders ("*Laws and Regulations*") with respect to the performance of all provisions of this Agreement. In addition, the parties intend for this Agreement to comply with the federal anti-kickback statute, 42 USC 1320 a-7b (b) and its regulations. In the event there shall be a change to any Laws and Regulations or the interpretation of any of the foregoing, the adoption of new Laws and Regulations, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated for its services under this Agreement, or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new service arrangement or basis for compensation for the rights assigned and services furnished pursuant to this Agreement that complies with the Laws and Regulations that approximates as closely as possible the economic position of the Parties prior to the change. In the event that either Party reasonably determines that this Agreement may not be modified to comply with the foregoing change to the Laws and Regulations, such Party may terminate this Agreement.

14. REPRESENTATION OF NON-EXCLUSION. Company and County represent and warrant that as of the Effective Date, neither they nor any of their employees providing services under this Agreement are:

(a) excluded from a federal health care program as outlined in Sections 1128 and 1156 of the Social Security Act (see the Office of Inspector General of the Department of Health and Human Services List of Excluded Individuals/Entities at <http://www.oig.hhs.gov/fraud/exclusions.asp>);

(b) debarred by the FDA under 21 U.S.C. 335a (see the FDA Office of Regulatory Affairs Debarment List at [http://www.fda.gov/ora/compliance\\_ref/debar/](http://www.fda.gov/ora/compliance_ref/debar/));

(c) otherwise excluded from contracting with the federal government (see the Excluded Parties Listing System at <https://www.epls.gov>).

The Parties also represent that if they or any of their employees who provides items or services under this Agreement becomes so excluded, debarred, or suspended during the term of this Agreement, the applicable Party will promptly notify the other Party. Upon such notification, the other Party shall have the right to immediately terminate this Agreement.

15. INDEPENDENT CONTRACTORS. The relationship between the Parties under this Agreement shall be that of independent contractors, and not as an employee or agent of the other Party. Nothing in this Agreement shall render either Party, or any of its employees, subcontractors or agents, an employee, subcontractor or agent of the other Party, nor authorize or empower a Party or its employees, subcontractors or agents to speak for, represent or obligate the other Party in any way.

16. PATIENT AND CONFIDENTIAL INFORMATION. Company acknowledges that in the course of use of the Facility and designated Program area, Company and Company's

personnel may be exposed incidentally or inadvertently to protected health information ("*PHI*"), as such term is defined under HIPAA. Company agrees that neither it nor any Company personnel shall seek, use, retain, sell or disclose such PHI for any purposes. In the event that the scope of the engagement hereunder changes and Company is required to access or use PHI as part of the meeting room use, Company shall immediately enter into a Business Associate Agreement with County, as required by law.

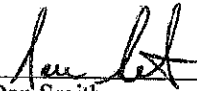
17. MEDICARE RECORDS. To the extent required by Laws and Regulations, Company shall make available, upon written request from County, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other authorized agency, this Agreement and Company's books, documents, and records ("*Company's Records*"). Company shall preserve and make available Company's Records for a period of four years after the end of the term of this Agreement. If Company is requested to disclose Company's Records pursuant to this Section, Company shall notify County of the nature and scope of such request, and Company shall make available to County all such Company's Records.

18. MISCELLANEOUS. This Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement may not be amended without the prior written consent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns. No party may assign this Agreement or any rights hereunder without the prior written consent of the other Party, provided, however, that Company may assign this Agreement to an affiliate or in the event of a merger or acquisition of all or substantially all of its assets. The failure of either Party to enforce or require performance of any provision of this Agreement shall in no way operate as a waiver or affect the right of such Party at a later time to enforce the same. This Agreement shall be construed in accordance with the laws of the State of Texas. This Agreement may be transmitted by facsimile or in .pdf electronic format, and it is the intent of the parties that any signature printed by a receiving facsimile machine or computer system be deemed an original signature.

*[Signatures on following page]*

This Agreement has been approved and adopted as of the Effective Date by the following:

**Teleflex LLC**

By:   
Name: Dan Smith  
Title: Sr. Director, Clinical Affairs  
Date: 17-Jan-2020

**Fort Bend County**

By: \_\_\_\_\_  
Name: KP George  
Title: County Judge  
Date: \_\_\_\_\_

SCHEDULE A -1

Facility Use Program Summary Schedule

This Facility Use Program Summary Schedule dated 3/11/2020 is subject to the terms and conditions of that certain Master Services Agreement dated 1/28/2020 between Teleflex LLC ("Company") and Fort Bend County ("County").

Location: Fort Bend County EMS Sienna Annex  
5855 Sienna Springs Way  
Missouri City, TX 77459

Use Period: 3/10/2020 3pm-5pm lab set up and 3/11/2020 6:30am-7:00pm lab execution

Services/Equipment Provided by County: Lab space, 10 tables and 10 chairs

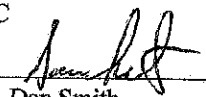
Fees: \$0

Payment Schedule: N/A

Services/Equipment Provided by Company:

Services/Equipment Provided by Teleflex LLC: conduct hands on learning using Arrow EZ-IO® Intraosseous Infusion System and Airway products such as but not limited to: LMA Supreme, Mad Nasal and Airtraq. All tissue, floor covering, surgical instruments, ppe, red bags and waste removal, Instructors and their expenses.

**Teleflex LLC**

Signature:   
Name: Dan Smith  
Title: Sr. Director, Clinical Affairs  
Date: 17-Jan-2020

**Fort Bend County**

Signature: \_\_\_\_\_  
Name: KP George  
Title: County Judge  
Date: \_\_\_\_\_

## SCHEDULE B

### Company Provided Specimens

County agrees that Company will arrange for a third party, Medical Education Research Institute, to provide Specimens for Company ("Procurer") and that Procurer's personnel will be permitted entry to Facility at a mutually agreed upon dates and times for the purpose of delivery, set-up, preparation, removal, clean-up/disinfection and otherwise to effectuate the scheduled Program. Specimens shall at all times remain in the possession and control of Medical Education Research Institute and its personnel, or authorized employee of the Company, present at Facility. All Specimen orders will be handled by Company. County is not responsible for ordering Specimens on behalf of Company.

County agrees to:

- (a) Maintain as confidential all personal and medical information relating to the Specimens and their donors as come into County's possession, except as necessary to ensure the safety of individuals that come in contact with the Specimens.
- (b) Provide a secure location for storage of Specimens during the conduct of the Program, if requested by Company.

Company shall ensure that all Specimens shall be obtained (i) with the appropriate informed consent of donor or donor's next-of-kin, and (ii) in compliance with the Uniform Anatomical Gift Act (the "UAGA") and all other local, state and federal laws and regulations governing the recovery and distribution of anatomical specimens. County will maintain approved protocols, and consent forms for all donors.

The Parties shall treat the Specimens with dignity and respect.