

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AFFILIATION AGREEMENT FOR COURSE EXPERIENCE BETWEEN FORT BEND  
COUNTY AND LONE STAR COLLEGE**

This Affiliation and Program Agreement is entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter "**COUNTY**") and Lone Star College System District, which is a Texas Community College District established pursuant to section 130.011, et. seq. of the Texas Education Code (hereinafter "**COLLEGE**").

**RECITALS**

WHEREAS, COLLEGE administers academic programs in the area of health care services, such as Emergency Medical Technician and Emergency Medical Services and Paramedic, and desires to have its enrolled students perform components of their clinical or technical 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 staff; and

WHEREAS, both parties hereto recognize that, in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties, and each party does, therefore enter into this Agreement with the intention of loyally 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 and therefore serves a public purpose; and

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

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. BASIC TERMS**

1. Both parties will 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 will provide contact information to COLLEGE regarding its representatives for the PROGRAM. COLLEGE shall inform COUNTY in a timely manner of any changes.

## **II. 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 will permit Students enrolled in the PROGRAM at COLLEGE to use its facilities, equipment, library, and supplies, within the guidelines and restrictions established by COUNTY in order that such Students may obtain practical clinical education experiences in patient care as a part of their educational studies at COLLEGE.
3. COUNTY will provide and maintain (or cause to be provided and maintained, if appropriate) such facilities, equipment and supplies, as it deems necessary for the Students' performance of the PROGRAM.
4. COUNTY will provide Students with information regarding policies and procedures of COUNTY and with orientation experiences to ensure that Students will be able to meet the requirements of COUNTY.
5. COUNTY will provide supervised learning experiences for Students in accordance with agreed upon learning objectives, skill development areas, learning experiences, and intended learning outcomes.
6. COUNTY will appoint a representative from COUNTY to act as a liaison with COLLEGE representative.
7. COUNTY retains responsibility and decision-making authority for all aspects of COUNTY services and functions, including patient care.
8. COUNTY will provide periodic performance information to the Student and to COLLEGE as prescribed, and immediately report any unsatisfactory conduct or performance of a Student.
9. 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.

## **III. OBLIGATIONS OF COLLEGE**

1. 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.
2. When requested by COUNTY, COLLEGE shall require Students to attend clinical orientation unless COLLEGE determines that a natural disaster, public safety, or public health concern would make it unsafe for Students at that time. The request orientation would either be rescheduled and or moved to a virtual platform if there are safety concerns.



3. COLLEGE will assure COUNTY of Student's reasonable proficiency of infectious disease control issues.
4. COLLEGE will provide a faculty advisor who is available for consultation and direction and provide contact information to the COUNTY. COLLEGE shall inform COUNTY in a timely manner of any changes.
5. COLLEGE will require faculty and Students to comply with all COUNTY policies.
6. 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 A.

7. COLLEGE will adhere to COUNTY communicable disease reporting requirements.
8. COLLEGE will require Student to provide to the COUNTY such results for drug testing, health care immunizations, 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.
9. COLLEGE understands and agrees that Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
10. COLLEGE will be responsible for equipment that is broken or damaged due to Student's negligence. This liability will be capped at the COLLEGE's insurance limit.
11. COLLEGE will be responsible for the final grading of Student.
12. COLLEGE shall inform COUNTY in a timely manner of any change in Student(s) status, or curriculum, or faculty advisor during participation in PROGRAM.
13. Visits by COLLEGE and COLLEGE'S faculty are welcome for purposes of planning and observation of Student with prior notification to COUNTY.

#### IV. 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.

#### V. INSURANCE

The COLLEGE will arrange for general liability and professional liability insurance coverage or an acceptable self-funded plan to the County for its faculty members and students assigned to the Facilities. **COVERAGE SHALL BE WITH A COMPANY ACCEPTABLE TO THE FORT BEND COUNTY RISK MANAGEMENT DEPARTMENT AND A COPY OF THE POLICY OR CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO COUNTY ON OR BEFORE THE DATE OF COMMENCEMENT OF THIS AGREEMENT.**

#### VI. TERM

1. This Agreement shall become effective as of the date of full execution by the parties and will continue in full force until December 31, 2021.
2. Thereafter, this Agreement shall automatically renew, for a period not-to-exceed five years, including the initial term, unless otherwise terminated as provided herein.

#### VII. TERMINATION

1. Either party may terminate this Agreement without cause upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein.
2. In the event that the Agreement is terminated, COUNTY may at, its own discretion, permit any participating Student to complete the PROGRAM.

#### VIII. 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 EMS  
4332 Hwy.6  
Rosenberg, Texas 77471  
Attn: Chief of EMS

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

If to COLLEGE: Lone Star College  
Office of the General Counsel  
5000 Research Forest Drive  
The Woodlands, Texas 77381

With a copy to: Executive Director of Health Occupations



Lone Star College-  
University Park  
20515 State Hwy-249  
Houston, Texas 77070

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

#### **IX. CONFIDENTIAL AND PROPRIETARY INFORMATION**

**A. GENERAL TERMS.** Each party 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 the disclosing party. Any and all information of any form obtained by the acquiring party or its employees or agents from the disclosing party in the performance of this Agreement, including any reports or other documents or items (including software) that result from the use of Confidential Information, shall be deemed to be confidential information of the disclosing party ("Confidential Information"). Confidential Information shall be deemed NOT to include information that (a) is or becomes (other than by disclosure by the acquiring party) publicly known or is contained in a publicly available document; (b) is rightfully in the acquiring 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 acquiring party who can be shown to have had no access to the Confidential Information.

The acquiring party agrees to hold Confidential Information in strict confidence, using at least the same degree of care that the acquiring 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 disclosing party or as required by law. The acquiring party shall use its best efforts to assist the disclosing party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the acquiring party shall advise the disclosing party immediately in the event the acquiring party 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 the acquiring party shall at its expense cooperate with the disclosing party in seeking injunctive or other equitable relief in the name of either party 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 the disclosing party's request, the acquiring party shall promptly turn over to the disclosing party any documents, papers, and other matter in the acquiring party's possession which embody Confidential Information. Both parties agree to abide by the provisions of any applicable Federal or State Data Privacy Act.

**B. TEXAS PUBLIC INFORMATION ACT.** COLLEGE expressly acknowledges that COUNTY and COLLEGE each 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, COUNTY and COLLEGE each 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 one party to the other 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.** Both 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 disclosing party that is inadequately compensable in damages. Accordingly, the disclosing 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. Both parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interest of both parties and are reasonable in scope and content.

## **X. 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 related to this Agreement 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 or COLLEGE'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. Neither Party shall use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcement without receiving prior written approval from the opposite Party.
  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.

*{Execution Page Follows}*



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

**FORT BEND COUNTY**

By: \_\_\_\_\_  
KP George, County Judge

Date: \_\_\_\_\_

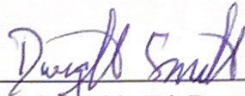
ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

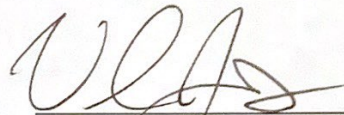
Reviewed By:

\_\_\_\_\_  
Graig Temple, Chief of EMS

**LONE STAR COLLEGE**

  
\_\_\_\_\_  
Dwight Smith, Ed. D  
Vice Chancellor, Academic Success

Date: 11/18/2020

  
\_\_\_\_\_  
Valerie Jones  
AVC, Academic Affairs

Date: 11/13/20

REVIEWED BY:



CHRISTINA WOOD  
ASSISTANT GENERAL COUNSEL  
LONE STAR COLLEGE SYSTEM



**EXHIBIT A: REQUIRED DOCUMENTS**

**STUDENT CONFIDENTIALITY AGREEMENT**

**STUDENT ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY**

**STUDENT PARTICIPATION FORM**



**STUDENT CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_ ("STUDENT"), will be participating in an internship experience (hereinafter "PROGRAM") at Fort Bend County (hereinafter "COUNTY") pursuant to an agreement between Fort Bend County and Lone Star College System District.

I, \_\_\_\_\_ ("STUDENT"), acknowledge, understand and agree that in the performance of my duties as an intern that I may come in contact with, or be provided with, confidential or proprietary information.

I, \_\_\_\_\_ ("STUDENT"), agree to maintain the confidentiality of any information deemed confidential by the COUNTY, including any and all patient, client or hospital information. I agree 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.

I, \_\_\_\_\_ ("STUDENT"), agree that if a computer network account is made available to me for PROGRAM purposes that such information contained within the computer network may be confidential in nature, and will be treated as such by me. I will not remove, change, delete, modify, or copy any confidential computer records or any other records, without explicit consent from COUNTY.

I, \_\_\_\_\_ ("STUDENT"), further agree that all documents, data, reports, research, graphic presentation materials, etc., developed by Student 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.

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 the COUNTY, patients, other governmental entities, or other individuals.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

STUDENT Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_



THIS WAIVER MUST BE FILLED OUT BY EACH USER. WHERE THE USER IS UNDER THE AGE OF 18, A WAIVER MUST BE FILLED OUT BY THE MINOR'S PARENT OR LEGAL GUARDIAN.

**FORT BEND COUNTY**

**ACKNOWLEDGEMENT OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT**

**Notice:** This is a legally binding agreement. Please read it thoroughly and understand its contents. THIS ACKNOWLEDGEMENT OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT sets forth the terms and conditions applicable for participation in Fort Bend County sponsored activities (herein referred to as "Activity") with Fort Bend County.

Participating in this Activity presents inherent dangers and risks, both anticipated and unanticipated, including all manner of injury (both physical and emotional), paralysis, death, damage to property or to other participants, or other losses. NONETHELESS, I AGREE THAT I ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN TO ME.

Following consideration and recognition of the inherent risks of participation in Activity, I, RELEASE FROM LIABILITY and WAIVE THE RIGHT TO SUE Fort Bend County, Texas, its employees, officers, volunteers, and agents (collectively "the County") from any and all claims, including those resulting from any physical injury, illness, death, pain or suffering, or economic loss, that I may suffer due to participation in this Activity, whether participation is supervised or unsupervised expressly including but not limited to loss, injury or death caused or contributed to by the negligence or gross negligence of Fort Bend County and/or its employees, officers, volunteers and agents.

If I require medical treatment, the County is authorized to obtain medical treatment for me. I AGREE NOT TO HOLD THE COUNTY RESPONSIBLE FOR ANY CLAIMS RESULTING FROM ANY MEDICAL TREATMENT.

I agree as Parent/Guardian of the below named minor child to Indemnify and hold harmless Fort Bend County, its employees, officers, volunteers and agents (collectively "the County") from and against any and all claims made by the minor child arising out of or caused by, directly or indirectly, from any physical injury, illness, death, pain or suffering, economic loss, that the minor child may suffer due to participation in this activity including but not limited to loss, injury or death caused or contributed to by the negligence or gross negligence of Fort Bend County and/or its employees, officers, volunteers and agents.

I understand that this document is written to be as broad and inclusive as legally permitted by the State of Texas. I understand the legal consequences of signing this document including (A) RELEASING COUNTY FROM ALL LIABILITY, (B) WAIVER OF MY RIGHT TO SUE COUNTY, AND (C) ASSUMPTION OF ALL RISKS OF PARTICIPATING IN THIS ACTIVITY.

I agree that if any portion of this Release is held invalid or unenforceable, I will continue to be bound by the remaining terms. By my signature, I warrant that I am at least 18 years old; that I have the legal authority to sign this RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT, and that I sign it of my own free will.

Signature of Individual/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_ Name of Minor Child (if any) \_\_\_\_\_

Item 1\General Counsel\Releases\Participant Release (last revised 12.11.19).docx



**STUDENT PARTICIPATION FORM****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: \_\_\_\_\_

Allergies to medication or other special needs:

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If I require medical treatment, the COUNTY is authorized to obtain medical treatment for me. I agree not to hold the COUNTY responsible for any claims resulting from any medical treatment.

By my signature, I warrant that I am at least 18 years old; that I have the legal authority to sign this STUDENT PARTICIPATION FORM and that I sign it of my own free will. In the event that the named STUDENT is a minor, I certify that I am the parent or legal guardian of the participant and have agreed to the terms described herein on behalf of my minor child.

Signature of Volunteer: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Parent or Guardian (if applicable): \_\_\_\_\_