



DOCUMENT ROUTING FORM

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Department: Academic Programs and Administration

Document Description: Affiliation/Program Agreement

Fort Bend County

Document Prepared By: Jalessa Franklin 03/14/2023

Document Approved By: Date Signature

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Hope McNatt, Dean's Office 3.15.2023 Hope McNatt

Deborah J. Jones, PhD, MSN, RN 3.15.2023 Deborah J. Jones

NOTES:

If there are any questions concerning the agreements, please contact Jalessa Franklin at ext. 28251.

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AFFILIATION AND PROGRAM AGREEMENT
FOR COURSE EXPERIENCE BETWEEN FORT BEND COUNTY AND
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON**

This Affiliation and Program Agreement for Course Experience (hereinafter "Agreement") is entered into by Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter "County") and The University of Texas Medical Branch at Galveston, (hereinafter "School"), an institution of The University of Texas System and agency of the State of Texas, on behalf of its School of Nursing.

RECITALS

WHEREAS, School provides academic courses and periodically desires to provide students in such courses with educational experiences utilizing appropriate facilities and personal of third parties (hereinafter "Program") at County; and

WHEREAS, County operates health care facilities throughout Fort Bend County (hereinafter "Facility" or "Facilities") and therein provides healthcare services, and is willing to make Facilities available to qualified students (hereinafter "Student" or "Students") who will be supervised by Fort Bend County staff; and

WHEREAS, from time to time, School's faculty may be allowed on to Facilities who will be accompanied by County staff for the purpose of observation; 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 School have duly authorized this Agreement.

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

I. OBLIGATIONS OF PARTIES

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 nothing in this Agreement is construed as transferring responsibility from one party to another.
4. Both parties agree that participation in the Program is gratuitous and voluntary.
5. Both parties agree that at no time will Students, School's faculty, or School be considered employees, agents, or servants of County and therefore will 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 will School, faculty, or Students be eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which County provides its employees.
6. 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.
7. Without limitation of any provision set forth in this Agreement, parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations.
8. 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.
9. Both parties agree that County shall have the right to refuse to allow Students who are not judged to have requisite skills, attitudes, or previous training for proper provision of assigned tasks to participate in activities at Facility.
10. The County representative for the Program is:

Jacquelyn Johnson-Minter, MD, MBA, MPH
Director and Local Health Authority
Fort Bend County Health & Human Services
4520 Reading Road, Suite A
Rosenberg, Texas 77471

II. OBLIGATIONS OF COUNTY

1. County will provide "hands on" learning experience, under proper supervision, in accordance with agreed upon learning objectives, skill development areas, and intended learning outcomes, at levels County determines to be appropriate based on the knowledge and training of the Student.
2. County retains responsibility and decision-making authority for all aspects of County services and functions, including patient care.
3. County shall assign a qualified supervisor to work with all Students and act as a liaison with the School faculty.
4. County shall provide Students with information regarding policies and procedures of County, and with orientation experience to ensure that Students will be able to meet the requirements of the Program.
5. County shall provide an atmosphere for learning that is supportive and free of discrimination based on race, ethnicity, religion, gender, disability, or sexual preference.

6. County shall provide Students with essential conditions and material for their work, including space, privacy, and technological supports.
7. County reserves the right to refuse participation of any Student designated by the School 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. School 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 SCHOOL

1. School will establish Course and Practicum Description, including guidelines for Student eligibility, the provision of classroom theory and practical instruction, and ensure that all Students meet eligibility requirements prior to Program participation.
2. School shall assign only the number of Students mutually agreed upon by County and School.
3. School shall acquaint the designated County representative and staff with the goals, objectives, methods, and specific expectations of the School.
4. School will designate a representative or faculty advisor who is available to assist County personnel and Students of the Program and who will be responsible to maintain on-going contact with Facility's designated representative.

The School designated representative or faculty advisor for the Program is:

Jalessa Franklin, MHA
Administrative Coordinator UTMB
301 University Blvd.
Galveston, TX 77555-1132

- School shall inform County in a timely manner of any changes in the information listed above.
5. School shall inform any designated representative or faculty and Students about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of County.
 6. School shall notify County as soon as possible of the names and arrival dates of Students.
 7. When requested by County, School shall require Students to attend clinical orientation.
 8. School will inform Students and faculty members who are supervising Students about their obligation to maintain confidentiality of all County matters, proceedings, and information to the extent required by law, including but not limited to client records and information. This confidentiality shall extend beyond the termination of this Agreement.
 9. School will require that Students provide to County a completed:

- a. Exhibit A - Student Confidentiality Agreement,
- b. Exhibit B - Student Assumption of Risk, Release, and Waiver of Liability, and
- c. Exhibit C - Student Participation Form.

All of which are attached to this Agreement.

- 10.
- 11. School will adhere to County communicable disease reporting requirements.
- 12. School will assure County of Student's reasonable proficiency of infectious disease control issues.
- 13. School shall notify Students about their obligation to comply with County policies and procedures, state law, and OSHA borne and tuberculosis pathogen regulations in the training, vaccination testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by County.
- 14. School shall require Students to provide to the County such results for drug testing, health care, and criminal background checks prior to Student participation in the Program including proof of a:
 - a. PPD test (commonly referred to as a TB test);
 - b. HBV vaccine or signed refusal; and
 - c. Any other immunizations as required by laws.
- 15. In cooperation with School, County shall prepare Program schedules for Students.
- 16. School understands and agrees that Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement. County will comply with applicable state and federal workplace safety laws and regulations, including providing emergency care (or, in the event County does not have the resources to provide such emergency care, referring the student to the nearest emergency facility) as is provided County's employees to any student exposed to an infectious or environmental hazard or other occupational injury (e.g., needle stick) while at County upon notice of such incident from the student, the cost of which will be the student's sole responsibility.
- 17. Student will be responsible for equipment that is broken or damaged by Student or because of Student's intentional act or negligence.
- 18. School will be responsible for the final grading of Student.
- 19. School shall inform County in a timely manner of any change in Student(s) status, or curriculum, or faculty advisor during participation in Program including, but not limited to, any adverse circumstances to which County may be exposed as a result of the behaviors deemed to be dangerous of a Student will participating in Programs; any complaint, claim, investigation, or lawsuit involving a Student if that action is related to the educational experiences provided under this Agreement; or if that action by a Student could reasonably impact the Program
- 20. Visits by School and School's faculty are welcome for purposes of observation of Student with prior notification to County.

IV. INDEMNITY

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO AND SHALL HOLD HARMLESS THE OTHER PARTY, ITS 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 EITHER PARTY'S USE OF COUNTY'S FACILITIES PURSUANT TO THIS AGREEMENT.

V. INSURANCE

Prior to commencement of the Program, School shall furnish County with properly executed certificates of insurance which shall evidence all insurance required. School shall provide 30 days' notice to County of cancellation. School shall provide certified copies of insurance endorsements, if requested by County. School shall maintain such insurance coverage from the time Program commence until Program is completed and provide replacement certificates for any such insurance expiring prior to completion of Program. School 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, School 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 School shall provide County proof of said coverage upon return of this Agreement. School, as a Texas state agency, does not maintain general liability insurance. However, School has sufficient resources for all claims for which it may be responsible for under the Texas Tort Claims Act for property damage, personal injury, or death cause by the negligent acts or omissions of an employee acting within the course and scope of their employment. Employees of the School are provided workers' compensation under a self-insured plan authorized by Texas Labor Code, Chapter 503. The parties acknowledge that Students are not employees of the School.

VI. TERM AND TERMINATION

1. This Agreement shall become effective immediately upon execution by both parties and will continue in full force until October 30, 2023, unless terminated sooner in accordance with the terms herein.
2. Thereafter, this Agreement shall automatically renew for one year terms, not to exceed a period of four (4) years, unless otherwise terminated sooner as hereinafter provided.
3. Termination may occur on behalf of either party without cause upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein.
4. In the event that this Agreement is terminated, County may at, its own discretion, permit any participating student to complete the Program.

VII. MISCELLANEOUS TERMS

1. Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
2. School will require Students to be properly attired when reporting for clinical

- experience.
3. School is responsible for the administrative functions related to the Student's experience including rotation, attendance, knowledge of infectious control issues and proficiency.
 4. School will provide relevant background information on Students as requested by the County to the extent permitted by law.
 5. School will instruct their Students and faculty to respect the confidential nature of all information which they may obtain from clients and records of the County.
 6. **TEXAS PIA.** Each party expressly acknowledges that the other party is subject to the Texas Public Information Act, TEX.GOV'T CODE ANN. § 552.001 *et seq.*, as amended, and notwithstanding any provision in this Agreement to the contrary, each party will make any information related to this Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided by one party to the other party shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Texas Attorney General of the reasons why such information should not be disclosed. The terms and conditions of this Agreement are not proprietary or confidential information.
 7. School agrees to obtain prior written consent of County for publication of any articles relating to the clinical experiences occurring at County under this Agreement.
 8. **HIPAA.** The parties agree that School shall direct faculty and Students to comply with the policies and procedures of County, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 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 CFR parts 160-164 ("Federal Privacy Regulations," "Federal Security Regulations," and "Federal Electronic Transaction Regulations"), as applicable and all as may be amended from time to time, and all collectively referred to herein as "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.
 9. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
 10. **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.
 11. 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.

12. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), the School hereby designates the County as a School 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.
13. **COMPLIANCE WITH APPLICABLE LAWS.** School 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, School shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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 Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
With copy to:	Jacquelyn Johnson-Minter, MD, MBA, MPH Director and Local Health Authority Fort Bend County Health & Human Services 4520 Reading Road, Suite A Rosenberg, Texas 77471
If to School:	The University of Texas Medical Branch at Galveston Attn: Raquel Ouellette, Business Coordinator 301 University Blvd. Galveston, Texas 77555-1029

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

IX. 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 this Agreement shall be construed to waive the either party's sovereign immunity.

X. 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.

XI. 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.

XII. 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 School release any material or information developed or received in the performance of the Program hereunder without the express written permission of County, except where required to do so by law.

XIII. 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.

XIV. CONFLICT

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

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 this 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.

{Remainder of page intentionally left blank}

{Execution to follow}

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

FORT BEND COUNTY

**THE UNIVERSITY OF TEXAS MEDICAL BRANCH
AT GALVESTON**

By: _____
KP George, County Judge

Signature – Authorized Agent



Deborah J. Jones, PhD, MSN, RN, FAAN

Date: _____

Provost *ad interim*, Senior Vice President & Dean, School of Nursing

ATTEST:

Laura Richard, County Clerk

3.15.2023

Date

APPROVED BY:

Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH
Director of Health and Human Services

ATTACHMENTS: Exhibit A: Student Confidentiality Agreement
Exhibit B: Release of Liability
Exhibit C: Participant Contact Information

i:\agreements\2022 agreements\hhs-clinical health\the university of texas medical branch at galveston (22-clnclth-101200)\utmb galveston affiliation and program agreement for course experience (kcj - 08.11.2022)

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: _____
