



Contracts/Agreements Routing Approval Form

Purpose:

Internship for the Department of Public Health
Ft. Bend County Health Department

New Contract ☒

Renewal ☐

*TSUS Office of General Counsel Review Date: Standard Agreement 3/1/2024

*Originating College/Department: COHS/Public Health

+Department Head Approval

*Dean/Executive Director/Director Approval:

Ryan K. Zapalac

12/17/24

+Vice President/Associate Provost Approval: _____

+Vice Provost Approval: _____

*Provost & Sr. Vice President Approval:

Michael T. Stephenson

Digitally signed by Michael T.
Stephenson

Date: 2024.12.17 15:57:30 -06'00'

*Required | +If applicable

**MASTER AFFILIATION AGREEMENT BETWEEN SAM HOUSTON STATE UNIVERSITY
AND
FORT BEND COUNTY**

FOR THE CONDUCT OF AN ON-SITE CLINICAL OR INTERNSHIPS EDUCATION PROGRAM FOR SAM
HOUSTON STATE UNIVERSITY STUDENTS

THIS AFFILIATION AGREEMENT (hereafter, referred to as “**Agreement**”) is effective as of the date of full and final execution below by and between Sam Houston State University, an agency and institution of higher education authorized under the laws of the State of Texas, and member institution of the Texas State University System, located at 1900 Ave I, Suite 201, Huntsville, TX 77340 (the “**University**”) and Fort Bend County, a body corporate and politic under the laws of the State of Texas, on behalf of the Fort Bend County Department of Health and Human Services, located at 4520 Reading Road, Suite A-200, Rosenberg, Texas 77469 (the “**Site**” or “**County**”).

I. PURPOSE OF AGREEMENT:

This Agreement provides the terms under which the Intern Site will provide on-site educational experience to students who are enrolled in the following academic programs: Athletic Training, Kinesiology, Dietetics/Nutrition, Healthcare Administration, Bilingual Health Care, Public Health, Health Sciences, Nursing, Phlebotomy, and Music Therapy.

II. TERM:

This Agreement will be in effect as of the date of full and final execution below and shall terminate August 31, 2028. The Agreement shall automatically renew for two (2) one-year extension periods, unless earlier terminated. Either party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other party, provided that any student currently participating in a clinical rotation or internship at the time of termination may be permitted to complete the educational experience.

III. THE UNIVERSITY AGREES TO:

- A. Provide a program coordinator from each academic program to liaise with Site.
- B. Timely recommend students and facilitate student’s semester long internships and/or clinical rotations at site.
- C. Provide professional liability insurance coverage for students participating in a clinical rotation or internship at Site in an amount not less than \$1,000,000.00 per incident with a maximum total coverage of \$3,000,000.00.

IV. UNIVERSITY SHALL INFORM STUDENTS OF REQUIREMENTS:

- A. For students enrolled in Nursing, Athletic Training, and Dietitian/Nutrition educational programs, and for students enrolled in other programs upon written request of the Site, to provide Site:
- 1) Proof of current immunizations and health records as required by the Site;
 - 2) Proof of criminal background, which includes:
 - a) Five (5)-year criminal background check in current and previous counties of residence and employment;
 - b) A check of the national sex offender registry;
 - c) Evidence that the Student is not ineligible to participate in all federal and state health programs and verifications that the Student is not on the OIG or GSA exclusion list; and
 - d) Proof of current basic life support for Healthcare Provider CPR.
 - 3) University will inform students of the requirement to provide Site a completed:
 - a) Student Confidentiality Agreement,
 - b) Acknowledgement of Risk, Release and Waiver of Liability, and
 - c) Student Participation Form.**All of which are attached to this Agreement as Exhibit A: Required Documents.**
- B. To become familiar with and comply with Site policies and requirements for participating students.

V. THE SITE AGREES TO:

- A. Provide an on-site experience pertinent and meaningful for student's degree program.
- B. Accept from the University the number of students that staff, space and program permit.
- C. Allow the program of on-site education to be open to review by the participating student's faculty or administrative staff.
- D. Provide quality supervision of the student(s) in the on-site education program.
- E. Keep the University informed regarding the education received by each student and his/her level of performance at the Site, and to consult with the University any time the student fails to make satisfactory progress.
- F. Support continuing education and professional growth and development of those staff who are responsible for student supervision.

VI. THE UNIVERSITY AND THE SITE JOINTLY AGREE:

- A. That no student will be discriminated against on the basis of race, creed, ancestry, marital status, citizenship, color, national origin, sex, religion, age, disability, veteran's status, sexual orientation, or gender identity in any aspect of this program. In execution of this agreement, the Site, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and *sexual misconduct*. Any breach of this covenant may result in termination of this Agreement.
- B. That the determination of the number of students to be assigned to the Site shall be a joint decision based on staff, space, and business necessity available at the Site and eligible students enrolled in the curriculum who desire placement at that particular site.
- C. That this document does not limit the Site to accepting only students from this University into the on-site education program.
- D. That there will be meetings of representatives of both the University and the Site as often as such meetings are needed to coordinate and improve the program, and at the convenience of both parties.
- E. That there will be on-going, open communication between the University and the Site to ensure understanding of the expectations and roles of both institutions in providing on-site experience for students.
- F. That either the University or the Site may terminate a student's clinical rotation of internship if, in the opinion of either party, the student is not making satisfactory progress or impairs Site's ongoing operations.
- G. For purposes of the Agreement, pursuant to the Family Educational rights and Privacy Act of 1974 (FERPA) the University hereby designates Site as a school official with a legitimate educational interest in the educational records of Students who participate in educational programs with Site to the extent that such records are required or provided to Site to facilitate this Agreement. Site agrees to maintain the confidentiality of the educational records in accordance with the provisions of the FERPA.
- H. The University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Contractor is required to make any information created or exchanged with the state pursuant to this contract that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is

accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

- I. No participating faculty member or student shall for any reason be deemed to be an employee, agent, ostensible or apparent agent, or servant of the Site. The parties acknowledge that the University is not a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) and is not a business associate of the Site.
- J. Notwithstanding any provision of this agreement, nothing herein constitutes a waiver of the constitutional, statutory, or common law rights, privileges, defenses or immunities of the University.

VI. STUDENT SCHEDULES

Schedules for individual students will be agreed upon by Site and the program coordinator for each program.

[EXECUTION PAGE FOLLOWS]

AGREED:

FORT BEND COUNTY


KP George, County Judge

Date

ATTEST:

Laura Richards, County Clerk

APPROVED BY:



Letosha Gale-Lowe, MD
Director of Health and Human Services

SAM HOUSTON STATE UNIVERSITY

**Michael T.
Stephenson**

Digitally signed by Michael T.
Stephenson
Date: 2024.12.17 15:58:05 -06'00'

Michael T. Stephenson, Ph.D.
Provost and Senior Vice President of
Academic Affairs

12/17/2024

Date

APPROVED AS TO LEGAL FORM:



Fort Bend County Attorney's Office

ATTACHMENTS: Exhibit A: Required Documents
Student Confidentiality Agreement
Acknowledgement of Risk, Release and Waiver of Liability
Student Participation Form

Please return to: Lisa Chaddick, MPH
Sam Houston State University
Box 2194
Huntsville, TX 77341
LChaddick@shsu.edu
(936) 294-2631

EXHIBIT A: REQUIRED DOCUMENTS

STUDENT CONFIDENTIALITY AGREEMENT

ACKNOWLEDGEMENT 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 _____.

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) _____

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:

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): _____