

**STATE OF TEXAS** §  
§  
**COUNTY OF FORT BEND** §

**AFFILIATION AND PROGRAM AGREEMENT FOR COURSE EXPERIENCE  
UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON  
FORENSIC PSYCHIATRY FELLOWSHIP PROGRAM**

This Affiliation and Program Agreement is entered into by Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter “COUNTY”), on behalf of the Fort Bend County Sheriff’s Office (“FBCSO”) and The University of Texas Health Science Center at Houston, on behalf of its Department of Psychiatry and Behavioral Sciences, a state agency and an institution of higher education established pursuant to Section 65 et. Seq. of the Texas Education Code (hereinafter “UNIVERSITY”).

**RECITALS**

WHEREAS, UNIVERSITY offers public health programs and desires to have its enrolled students perform components of their Forensic Psychiatry Fellowship Program (the “Program”) at County as described in Exhibit “A” attached hereto and incorporated by reference for all intents and purposes; and

WHEREAS, COUNTY operates facilities located 1410 Richmond Parkway, in the city of Richmond, State of Texas, (hereinafter “FACILITY” or “FACILITIES”) and therein provides forensic psychiatry services; and

WHEREAS, UNIVERSITY offers a structured educational program which provides courses in forensic psychiatry and desires to provide its students with a practical learning experience at FACILITY (hereinafter “PROGRAM”); and COUNTY is willing to make FACILITIES available to qualified students (hereinafter “Student” or “Students” or “Fellow” or “Fellows”) 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, duly authorized by their respective governing bodies, does, therefore enter into this Agreement with the intention of loyally cooperating with each other in carrying out the terms of this Agreement;

WHEREAS, this Agreement serves the general health and well-being of the community and therefore serves a public purpose.

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

## **I. OBLIGATIONS OF 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 they will not discriminate against any person because of race, religion, color, gender, sexual orientation, national origin, age, disability, special disabled veteran's status, or any other protected status.
6. 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.
7. Both parties mutually agree that the number of Students participating in the Program will be arranged jointly, with due consideration given to the educational material available.
8. 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.
9. The COUNTY representative for the PROGRAM is:

Joann Muddin, MD  
Site Director  
Fort Bend County Sheriff's Office

## **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 Program Director.
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 support.
7. COUNTY reserves the right to refuse participation of any Student designated by the UNIVERSITY 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. UNIVERSITY 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 UNIVERSITY**

1. UNIVERSITY 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. UNIVERSITY shall assign only the number of Students mutually agreed upon by COUNTY and UNIVERSITY.
3. UNIVERSITY shall acquaint the designated COUNTY representative and staff with the goals, objectives, methods, and specific expectations of the UNIVERSITY.
4. UNIVERSITY 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 UNIVERSITY designated representative or faculty advisor for the PROGRAM is:

Nubia G. Lluberés Rincon, MD CCHP-MH FAPA  
Program Director  
Forensic Psychiatry Fellowship Program

- UNIVERSITY shall inform COUNTY in a timely manner of any changes in the information listed above.
5. UNIVERSITY 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. UNIVERSITY shall notify COUNTY as soon as possible of the names and arrival dates of Students.
  7. When requested by COUNTY, UNIVERSITY shall require Students to attend an orientation.
  8. UNIVERSITY will require 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. UNIVERSITY will inform Students of the requirement to provide to COUNTY 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 B: Required Documents.**

10. UNIVERSITY shall, upon receipt of notice, inform COUNTY of any adverse circumstances to which COUNTY may be exposed as a result of the behaviors deemed to be dangerous of a Student.
11. UNIVERSITY shall, upon receipt of notice, notify COUNTY of 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 could reasonably impact the PROGRAM.
12. UNIVERSITY will adhere to COUNTY communicable disease reporting requirements.
13. UNIVERSITY will assure COUNTY of Student's reasonable proficiency of infectious disease control issues.
14. UNIVERSITY shall notify Students about their obligation to comply with COUNTY policies and procedures, state law, and Occupational Safety and Health Administration ("OSHA") bloodborne 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.
15. UNIVERSITY shall inform Students of the requirement 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;
  - c. Current influenza vaccination;
  - d. Any other immunizations as required by laws;
  - e. Training on OSHA and tuberculosis guidelines; and
  - f. Current Basic Life Support (BLS) Provider card.
16. UNIVERSITY understands and agrees that Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
17. UNIVERSITY, to the extent permitted by law, will be responsible for equipment that is broken or damaged by Student or because of Student's intentional act or negligence.
18. UNIVERSITY will be responsible for the final grading of Student.
19. UNIVERSITY shall inform COUNTY in a timely manner of any change in Student(s) status, or curriculum, or faculty advisor during participation in PROGRAM.
20. Visits by UNIVERSITY and UNIVERSITY'S faculty are welcome for purposes of observation of Student with prior notification to COUNTY.

#### **IV. INDEPENDENT CONTRACTOR/NO AGENCY**

In the performance of duties and obligations as described in this Agreement, NO UNIVERSITY FACULTY, STUDENTS, EMPLOYEES, OR AGENTS SHALL, FOR ANY PURPOSE, BE DEEMED TO BE AN AGENT, SERVANT OR EMPLOYEE OF THE COUNTY OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE COUNTY. NO EMPLOYEE OR AGENT OF THE COUNTY SHALL, FOR ANY PURPOSE, BE DEEMED TO BE AN AGENT, SERVANT OR EMPLOYEE OF THE UNIVERSITY OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE UNIVERSITY.

Neither party shall withhold on behalf of the employees of the other, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or the manner in which their employees or agents perform 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. INDEMNITY**

**TO THE EXTENT ALLOWED BY LAW, UNIVERSITY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF UNIVERSITY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF UNIVERSITY OR ANY OF UNIVERSITY'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **VI. INSURANCE**

The liability of the UNIVERSITY for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code ('Act'), Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. The UNIVERSITY is financially responsible for the liability imposed under the Act, up to the limits set forth above. By executing this Agreement, UNIVERSITY has not waived its sovereign immunity. The UNIVERSITY is self-insured for Workers' Compensation Insurance provided by Chapter 503 of the Texas Labor Code. Benefits are provided in accordance with the provisions of that law.

#### **VII. TERM AND TERMINATION**

1. This Agreement shall become effective immediately on July 1, 2025 and will continue in full force until December 31, 2025, unless terminated sooner in accordance with the terms herein.
2. Thereafter, the Agreement shall automatically renew for one year terms, not to

- exceed a period of ten (10) years, unless otherwise terminated sooner as hereinafter provided.
3. Termination may occur on behalf of either party without cause upon the giving of ninety (90) days written notice to the other party in the manner and form provided for herein.
  4. 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 Sheriff's Office  
   1840 Richmond Parkway  
   Richmond, Texas 77469

With a copy to:                      County Judge  
   Fort Bend County  
   401 Jackson Street, 1<sup>st</sup> Floor  
   Richmond, Texas 77469

If to UNIVERSITY:                      The University of Texas Health Science Center at Houston  
   Forensic Psychiatry Fellowship Program  
   1941 East Road  
   Houston, Texas 77054

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.** UNIVERSITY acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to COUNTY. Any and all information of any form obtained by UNIVERSITY or its employees or agents from COUNTY in the performance of this Agreement, 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 COUNTY ("Confidential Information"). Confidential Information shall be deemed NOT to include information that (a) is or becomes (other than by disclosure by UNIVERSITY) publicly known or is contained in a publicly available document; (b) is rightfully in UNIVERSITY's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of UNIVERSITY who can be shown to have had no access to the Confidential Information.

UNIVERSITY agrees to hold Confidential Information in strict confidence, using at least the same degree of care that UNIVERSITY uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever, except as directed by COUNTY. UNIVERSITY shall use its best efforts to assist COUNTY in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, UNIVERSITY shall advise COUNTY immediately in the event UNIVERSITY learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and UNIVERSITY shall at its expense cooperate with COUNTY in seeking injunctive or other equitable relief in the name of COUNTY or UNIVERSITY against any such person.

UNIVERSITY agrees to obtain prior written consent of COUNTY for publication of any articles relating to the educational experiences occurring at COUNTY. Upon termination of this Agreement or at COUNTY's request, UNIVERSITY shall promptly turn over to COUNTY any documents, papers, and other matter in UNIVERSITY's possession which embody Confidential Information. UNIVERSITY agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

**B. TEXAS PUBLIC INFORMATION ACT.** Both UNIVERSITY and COUNTY expressly acknowledge that both UNIVERSITY and COUNTY are subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and not withstanding any provision in this Agreement to the contrary, both parties shall 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 to either requesting 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 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"). UNIVERSITY agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or Individually Identifiable Health Information (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. UNIVERSITY agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary

of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements.

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 UNIVERSITY hereby designates the COUNTY as a UNIVERSITY 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.** UNIVERSITY acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, shall give rise to irreparable injury to COUNTY that is inadequately compensable in damages. Accordingly, COUNTY, to the extent permitted by law, may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. UNIVERSITY acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of COUNTY and are reasonable in scope and content.

## **X. ADDITIONAL TERMS**

- 1. Compliance with Applicable Laws.** Both UNIVERSITY and COUNTY shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- 2. 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 either party's sovereign immunity.
- 3. 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.
- 4. No Third Party Beneficiary.** This Agreement is entered into by and between Parties

hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

5. **No Assumption of Liability.** Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
6. **Waiver.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
7. **Non-Performance.** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, epidemics, failure of transportation, strikes or other work interruptions by either Party's
8. **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.
9. **Authority.** Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of this Agreement.
10. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, inoperative, unenforceable, or contrary to applicable law, statute, regulation, or County or University policies, that part of the Agreement shall be reformed, if reasonably possible, to comply with applicable law, statute, or regulations and in any event, the remaining provisions shall remain in full force and effect, if reasonably possible.
11. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of COUNTY. Under no circumstances whatsoever, shall UNIVERSITY release any material or information developed or received in the performance of this Agreement without the express written permission of COUNTY or where required by law.
12. **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.
13. **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.
14. **Conflict.** In the event there is a conflict between this Agreement and the attached exhibit(s) or attachments, this Agreement controls.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments/exhibits hereto. This Agreement may be signed in multiple counterparts and shall be effective upon the signature of both parties.

**FORT BEND COUNTY**

**THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT  
HOUSTON**

\_\_\_\_\_  
KP George, County Judge

Nubia Ruberes MD  
Authorized Agent – Signature

\_\_\_\_\_  
Date

NUBIA RUBERES RINCON  
Authorized Agent – Printed Name

ATTEST:

MD / PROGRAM DIRECTOR  
Title

\_\_\_\_\_  
Laura Richards, County Clerk

1/13/2025  
Date

APPROVED BY:

\_\_\_\_\_  
Eric Fagan, Sheriff  
Fort Bend County

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

i:\agreements\2025 agreements\sheriff's office\affiliation agreements\ut hlth sci ctr at houston (25-so-100344)\forensic psychiatry fellowship program (kcj - 1.6.2025)

# **EXHIBIT A: PROGRAM LETTER OF AGREEMENT**

**Program Letter of Agreement**  
The University of Texas Health Science Center at Houston  
**Forensic Psychiatry Fellowship Program**

The Accreditation Council for Graduate Medical Education (ACGME) requires a current Program Letter of Agreement ("Agreement") between each fellowship program and each participating site which provides one or more required assignments for that fellowship program.

This Agreement is entered into by and between The University of Texas Health Science Center at Houston ("UTH"), represented by the Designated Institutional Official, on behalf of its above-named Fellowship Program ("Program"), represented by its Program Director, Nubia G. Lluberes Rincon, MD CCHP- MH FAPA and Fort Bend County Sheriff's Office, ("Facility"), represented by, the Program's Site Director at the Facility, Joann Mundin, MD at in order to implement and facilitate a supervised educational training experience for the fellows enrolled in the Program.

**1. Effective Date**

This Agreement shall become effective on July, 1, 2025 and shall remain in effect for ten years or until updated, changed or terminated by either the UTH or Facility. Written notification of termination of this Agreement by either party must be provided to the other party at least 90 days prior to termination.

**2. Faculty who assumes the educational and supervisory responsibility for the fellows:**

The following faculty at UTH and Facility assume both the educational and supervisory responsibilities for the fellows from the Program who are assigned to the facility:

At UTH: Nubia G. Lluberes Rincon, MD CCHP- MH FAPA  
Program Director

At Facility: Joann Mundin, MD  
Site Director  
Fort Bend County Sheriff's Office

**1. Faculty responsibilities for teaching and supervision of fellows:**

With the cooperation of the Program and its Program Director, the Site Director and her/his designees as approved by the Program, the faculty at the participating site must provide appropriate supervision of fellows in patient care activities and maintain a learning environment conducive to educating the fellows in the ACGME competency areas.

Program fellows must be supervised in all their activities in the Facility as commensurate with the Supervision Policy established by the Program, the complexity of care being given and the fellow's own abilities and experience.

**2. Faculty responsibilities for formal evaluation of fellows:**

The Site Director and her/his designees as approved by the Program will be responsible for completing evaluations in a manner prescribed by UTH. Fellows' evaluations will be both formal and informal and may be based upon direct observation, review of patient evaluations, direct assessment of knowledge and clinical problem-solving. At the conclusion of each period of assignment at the Facility the Site Director and her/his designees as approved by the Program agree to provide a formal written evaluation of the fellows' performance during the assignment. All evaluations are to be sent to the Program Director in the manner prescribed by UTH.

**3. Content of the educational experience:**

With the cooperation of the Program and the Program Director, the Site Director and her/his designees as approved by the Program will be responsible for the day-to-day activities of the fellows to assure that those goals and objectives are met during the course of their assignment at the Facility.

Fellows are required by the Program to attend departmental conferences and/or continuity clinics and/or other educational activities on a regular basis. The Site Director, her/his designee(s) as approved by the Program and Facility agrees that fellows assigned to the Facility shall be released from clinical duties in order to attend such activities as required by the Program.

**4. Duration of the educational experience:**

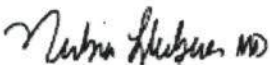
In accordance with the curriculum of the Program, fellow at the following post-graduate year (PGY) level(s) will be assigned to the Facility for the period and in the clinical arena(s) below specified.


PGY year	Assignment length (in months)	Assignment nature (I=inpatient; O=outpatient; B=both)	Note Attachment or Link to Educational Objectives for assignment
5	12	O	See attachment

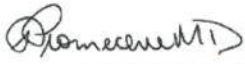
**5. Policies and procedures that will govern fellows education during the assignment**

UTH is ultimately responsible for the Program and retains responsibility for the quality of graduate medical education of fellows. Its policies and procedures, including duty hour limitations consistent with the Common Program Requirements of the ACGME, will apply to fellows during their assignment at the Facility. The facility's rules, regulations, policies, procedures, and medical staff bylaws will also govern the fellows' educational experience at the Facility. Any exceptions to these policies will take effect only with a written agreement between the responsible officials at UTH and Facility and will be placed as an addendum to this Letter of Agreement.


Facility shall have the right to require UTH to remove Fellows from this Rotation with or without cause.

  
 \_\_\_\_\_ Date: October 21, 2024  
 Nubia G. Lluberes Rincon, MD CCHP- MH FAPA  
 Program Director

  
 \_\_\_\_\_ Date: October 20, 2024  
 Joann Munding, MD  
 Site Director

  
 \_\_\_\_\_ Date: 12/10/2024  
 Pamela Promecene, M.D.  
 UTH Designated Institutional Official

  
 \_\_\_\_\_ Date: 12/03/24  
 Sheriff Eric Fagan  
 Fort Bend County Sheriff's Office

  
 \_\_\_\_\_ Date: 12/10/2024  
 Kevin A. Morano, PhD  
 Senior Vice President, Academic and Faculty Affairs

APPROVED AS TO LEGAL FORM  
 on behalf of UTHealth  
 By dsl 12/10/2024

## ACGME Forensic Fellow Educational Objectives

### Patient Care

Fellow will:

#### PC 1: Patient Care in Forensic Settings

*Overall Intent: To provide safe and effective patient care in forensic settings*

- Provides psychiatric care recognizing that there are unique requirements in the forensic setting (Level 1)
- Provides psychiatric care that recognizes the tensions of security concerns, dual agency, and the potential for conflicts with therapeutic efforts (Level 2)
- Provides psychiatric care that applies knowledge of the tensions of security concerns, dual agency, and the potential for conflicts with therapeutic efforts (Level 3)
- Provides psychiatric care that consistently manages security concerns, dual agency, the potential for conflicts with therapeutic efforts, and other treatment issues unique to a forensic setting (Level 4)
- Participates in policy development for the delivery of psychiatric services in a forensic setting (Level 5)

#### PC 2: Procedural Skills in Criminal Forensic Psychiatry

*Overall Intent: To conduct evaluations and communicate forensic opinions*

- Demonstrates knowledge of the unique evaluations that occur within the practice of forensic psychiatry in the adult and juvenile justice systems (Level 1)
- Demonstrates knowledge of the unique requirements involved in the communication of forensic psychiatric opinions (Level 1)
- Under supervision, performs basic components of a forensic evaluation with an awareness of the appropriate legal standard (Level 2)
- Under supervision, expresses a well-supported criminal forensic psychiatric opinion (Level 2)
- Under supervision, performs common forensic evaluations, such as to determine competency to stand trial, criminal responsibility, diversion, and risk assessment (Level 3)
- Under supervision, prepares an appropriate criminal forensic report and provides effective testimony supported by evidence (Level 3)
- Independently performs common forensic evaluations, such as to determine competency to stand trial, criminal responsibility, diversion, and risk assessment (Level 4)
- Independently prepares an appropriate forensic report and provides testimony in a clear and professional manner (Level 4)
- Serves as a model for excellence in performance of forensic evaluations, such as to determine competency to stand trial, criminal responsibility, diversion, and risk assessment (Level 5)
- Produces reports and testimony that serve as a model for excellence that can be used to teach others (Level 5)

### *PC 3: Procedural Skills in Civil Forensic Psychiatry*

*Overall Intent: To conduct evaluations and communicate forensic opinions*

- Demonstrates knowledge of the unique evaluations that occur within the practice of civil litigation and administrative settings (Level 1)
- Demonstrates knowledge of the unique requirements involved in the communication of civil forensic psychiatric opinions (Level 1)
- Under supervision, performs basic components of a civil forensic evaluation with an awareness of the referral question and relevant standards (Level 2)
- Under supervision, expresses a well-supported civil forensic psychiatric opinion (Level 2)
- Under supervision, performs common civil forensic evaluations, such as medical malpractice, disability, and personal injury (Level 3)
- Under supervision, prepares an appropriate civil forensic report and provides effective testimony supported by evidence (Level 3)
- Independently performs common civil forensic evaluations (Level 4)
- Independently prepares an appropriate civil forensic report and provides testimony in a clear and professional manner (Level 4)
- Serves as a model for excellence in performance of civil forensic evaluations (Level 5)
- Produces reports and testimony that serve as a model for excellence that can be used to teach others (Level 5)

### **Medical Knowledge**

Fellow will:

#### *MK1: Knowledge of Legal Principles Related to the Practice of Forensic Psychiatry*

*Overall Intent: To establish the foundation of legal knowledge required for the competent practice of forensic psychiatry*

- Demonstrates basic understanding of legal terms relevant to forensic psychiatry (Level 1)
- Identifies statutes, cases, court procedure, and administrative regulation relevant to forensic psychiatry, and demonstrates competence in use of legal resources (Level 2)
- Demonstrates knowledge of civil law relevant to forensic psychiatry (*e.g., malpractice, personal injury litigation, treatment refusal, and commitment*) (Level 2)
- Demonstrates knowledge of criminal law relevant to forensic psychiatry (*e.g., competency to stand trial, criminal responsibility, sentencing and mitigation*) (Level 2)
- Reads legal cases and demonstrates understanding of procedural history, and legal holdings (Level 3)
- Demonstrates knowledge of the underlying principles of civil law relevant to forensic psychiatry (Level 3)
- Demonstrates knowledge of the underlying principles of criminal law relevant to forensic psychiatry (Level 3)
- Applies knowledge of legal principles and state and federal laws relevant to their forensic practice (Level 4)
- Applies knowledge of civil law relevant to forensic psychiatry practice (Level 4)
- Applies knowledge of criminal law relevant to forensic psychiatry practice (Level 4)
- Demonstrates sufficient knowledge to assist in the drafting of legal briefs, statutes, or regulations (Level 5)

- Advances knowledge of civil law relevant to forensic psychiatry through research, presentation at national professional meetings, and/or publication (Level 5)
- Advances knowledge of criminal law relevant to forensic psychiatry through research, presentation at national professional meetings, and/or publication (Level 5)

**MK2: Knowledge of Clinical Psychiatry Especially Relevant to Forensic Psychiatry**

*Overall Intent: To establish the foundation of clinical knowledge required for the competent practice of forensic psychiatry*

- Demonstrates knowledge of the importance of identifying specific Diagnostic and Statistical Manual of Mental Disorders (DSM) criteria to substantiate a diagnosis while maintaining an awareness of potential socio-cultural influences (Level 1)
- Demonstrates knowledge of the importance of using different assessment approaches (Level 1)
- Applies knowledge of DSM criteria to general psychiatric presentations commonly encountered in forensic psychiatric practice (*e.g., bipolar disorder, depression*) (Level 2)
- Demonstrates knowledge of the types of standardized assessment tools used in forensic psychiatry (Level 2)
- Applies knowledge of DSM criteria to psychiatric presentations specific to forensic psychiatric practice (*e.g., paraphilic disorders, malingering, antisocial personality disorder, and impulse control disorders*), including relevant socio-cultural influences (Level 3)
- Identifies which assessment tool is appropriate for a specific forensic question (Level 3)
- Analyzes and synthesizes data from relevant sources to substantiate a diagnosis using DSM criteria (Level 4)
- Incorporates the results of the various assessment methods used in rendering a forensic opinion (Level 4)
- Advances knowledge about the application of the DSM in forensic practice (*e.g., publications, presentations, national committees*) (Level 5)
- Demonstrates knowledge of the research bases and admissibility of the various assessment approaches (Level 5)

**Systems-Based Practice**

Fellow will:

**SBP1: Patient/Evalinee Safety and the Health Care Team**

*Overall Intent: To analyze patient safety events, appropriately disclose patient safety events, and participate in quality improvement*

- Demonstrates knowledge of common causes of errors (Level 1)
- Demonstrates knowledge of institutional safety (Level 1)
- Identifies system factors that lead to safety events (Level 2)
- Demonstrates knowledge of how to report safety events (Level 2)
- Participates in analysis of safety events (*simulated or actual*) (Level 3)
- Participates in disclosure of patient safety and/or mandatory reporting events (Level 3)
- Critically analyzes data to identify systems-based errors related to safety (*e.g.,*

*malpractice case involving suicide, risk assessment)* (Level 4)

- Consistently follows regulatory requirements related to patient safety and/or mandatory reporting and prescribing practices (Level 4)
- Actively engages teams and processes to improve medical and legal system to prevent safety events (Level 5)
- Provides consultation to organizations to improve personal and patient safety (Level 5)

### **SBP2: Quality Improvement**

*Overall Intent: To participate in quality improvement*

- Demonstrates knowledge of basic quality improvement methodologies and metrics (Level 1)
- Describes internal quality improvement initiatives (e.g., reduced restraint rates, falls risk, suicide rates) (Level 2)
- Participates in local quality improvement initiatives (Level 3)
- Demonstrates the skills required to identify, develop, implement, and analyze a quality improvement project (Level 4)
- Creates, implements, and assesses quality improvement initiatives at the institutional or community level (*simulated or actual*) (Level 5)

### **SBP3: System Navigation**

*Overall Intent: To effectively navigate the health care system, including the interdisciplinary team and other care providers, to adapt care to a specific patient population to ensure high-quality patient outcomes; to safely transition care and appropriately adapt care to meet community needs*

- Identifies key elements for safe and effective transitions of care and hand-offs (Level 1)
- Recognizes differences in resources impacting care and supervision among forensic and community settings (Level 1)
- Demonstrates knowledge of population and community health needs and disparities (Level 1)
- Performs safe and effective transitions of care/hand-offs in routine situations (Level 2)
- Demonstrates knowledge of forensic and community resources (Level 2)
- Identifies specific population and community health needs and inequities for the local population (Level 2)
- Performs safe and effective transitions of care/hand-offs in complex situations (Level 3)
- Is aware of health care funding and regulations related to community resources in forensic psychiatry (Level 3)
- Uses local resources effectively to meet the needs of a population and community (Level 3)

- Role models and serves as a patient advocate for safe and effective transitions of care/hand-offs within and across systems (Level 4)
- Considers system resources in forensic psychiatric recommendations (Level 4)
- Participates in changing and adapting practice to provide for the needs of specific populations (Level 4)
- Improves quality of transitions of care within and across systems to optimize outcomes (Level 5)
- Advocates for improved access to and better allocation of resources within forensic and community systems of care, as appropriate (Level 5)
- Leads innovations and advocates for populations and communities with health care inequities (Level 5)

#### **SBP4: Physician Role in Systems**

*Overall Intent: To incorporate knowledge of the legal system and how they impact treatment of individuals in both civil and correctional health care settings; to identify key components necessary to transition from fellowship to independent practice*

- Identifies key components of the complex health care and legal system (Level 1)
- Identifies basic knowledge domains for effective transition to practice (Level 1)
- Describes how components of a complex health care and legal system are interrelated (Level 2)
- Demonstrates use of information technology and documentation required for practice (Level 2)
- Discusses how individual practice affects the broader system (Level 3)
- Describes core administrative knowledge needed for transition to practice (Level 3)
- Manages various components of the complex health care and legal system to provide high-value, efficient, and effective care and consultation (Level 4)
- Analyzes individual practice patterns and professional requirements in preparation for practice (Level 4)
- Advocates for or leads systems change that enhances high-value, efficient, and effective care and consultation (Level 5)

### **Practice-Based Learning & Improvement**

Fellow will:

#### **PBLI 1: Evidence-Based and Informed Practice**

*Overall Intent: To appraise and apply evidence in answering a clinical or forensic question*

- Demonstrates how to access available evidence in addressing a clinical or forensic question (Level 1)
- Articulates clinical or forensic questions and initiates literature searches to support evidence-based opinions (Level 2)
- Locates and applies the best available evidence relevant to clinical and/or forensic practice problems (Level 3)
- Critically appraises and applies evidence even in the face of uncertainty and conflicting evidence to guide opinion, tailored to the individual case (Level 4)

- Coaches others to critically appraise and apply evidence for complex cases, and/or participates in the development of guidelines (Level 5)

**PBLI 2: Reflective Practice and Commitment to Personal Growth**

*Overall Intent: To seek performance data, conduct reflective practice, and create and use a learning plan*

- Accepts responsibility for personal and professional development by establishing goals (Level 1)
- Identifies the factors that contribute to gaps between one's expected and actual performance (Level 1)
- Actively seeks opportunities to improve (Level 1)
- Demonstrates openness to performance data (*feedback and other input*) to inform goals (Level 2)
- Analyzes and reflects on the factors that contribute to gaps between one's expected and actual performance (Level 2)
- Designs and implements a learning plan, with prompting (Level 2)
- Seeks performance data episodically with openness and humility (Level 3)
- Analyzes, reflects on, and institutes behavioral changes to narrow the gaps between one's expected and actual performance (Level 3)
- Independently creates and implements a learning plan (Level 3)
- Intentionally seeks performance data consistently with openness and humility (Level 4)
- Challenges one's own assumptions and considers alternatives in narrowing the gaps between expected and actual performance (Level 4)
- Uses performance data to measure the effectiveness of the learning plan and, when necessary, improves it (Level 4)
- Role models consistently seeking performance data with openness and humility (Level 5)
- Coaches others on reflective practice (Level 5)
- Facilitates the design and implementation of learning plans for others (Level 5)

**Professionalism**

Fellow will:

**P1: Professional Behavior**

*Overall Intent: To recognize and address lapses in ethical and professional behavior, demonstrate ethical and professional behaviors, and use appropriate resources for managing ethical and professional dilemmas*

- Recognizes that one's behavior in professional settings affects others (Level 1)
- Takes responsibility for one's own professionalism lapses and responds appropriately (Level 2)
- Describes when and how to appropriately report professionalism lapses in others, including strategies for addressing common barriers to reporting (Level 3)
- Responds appropriately to professionalism lapses of colleagues and other forensic evaluators (Level 4)
- Identifies and seeks to address system- level factors that induce or exacerbate ethical problems or impede their resolution (Level 5)

**P2: Compassion, Integrity, Respect for Others, Sensitivity to Diverse Patient Populations, Adherence to Ethical Principles**

*Overall Intent: To practice forensic psychiatry within the bounds of legal and ethical principles and sensitive to diversity, with integrity, compassion and respect for others*

- Demonstrates capacity for self- reflection, empathy, and curiosity about, and openness to, different beliefs and points of view, and respect for diversity (Level 1)
- Recognizes ethical conflicts in practice and seeks supervision to manage them (Level 1)
- Elicits beliefs, values, and diverse practices of patients/evaluatees and their families, and understands their potential impact on patient care and evaluatees in a legal context (Level 2)
- Recognizes ethical/legal issues in practice and discusses these in common clinical and forensic situations (Level 2)
- Develops an appropriate care plan or forensic recommendation in the context of potential biases (Level 3)
- Identifies evolving ethical issues within forensic psychiatry practice and can discuss opposing viewpoints (Level 3)
- Recognizes and adapts approach based on issues of diversity and special needs populations related to forensic psychiatry (Level 4)
- Adapts to evolving ethical and legal standards (*e.g., can independently manage conflicting ethical standards and values and can apply these to practice*) (Level 4)
- Serves as a role model and teacher of compassion, integrity, respect for others, and sensitivity to diverse populations (Level 5)
- Leads educational activities and case discussions regarding ethical issues specific to both general psychiatry and forensic psychiatry (Level 5)

**P3: Accountability to Self, Patients, Colleagues, Legal Systems, Professionals, and the Profession**

*Overall Intent: To practice forensic psychiatry with accountability to self, patients, evaluatees, medical and non-medical colleagues, the legal system, and the profession as a whole*

- Accepts the role of the patient's physician and takes responsibility (*under supervision*) for ensuring the patient receives the best possible care in a forensic setting (Level 1)
- Accepts the role of the patient's forensic evaluator and takes responsibility (*under supervision*) to ensure the special conditions of forensic psychiatric evaluations are implemented (Level 1)
- Is recognized by oneself, the patient, the patient's family, and medical staff members as the patient's psychiatric provider (Level 2)
- Is recognized by oneself, the patient, the patient's family, and medical staff members as the evaluatee's forensic consultant (Level 2)
- Displays increasing autonomy and leadership in taking responsibility for ensuring that patients receive the best possible care (Level 3)
- Displays increasing autonomy and leadership in taking responsibility for the provision of forensic consultation and in ensuring that the special conditions of forensic psychiatric evaluations are implemented (Level 3)
- Serves as a role model in demonstrating responsibility in the provision of forensic psychiatric consultation and ensuring that patients receive the best possible care (Level 4)

- Serves as a role model in demonstrating responsibility in the provision of forensic psychiatric consultation and ensuring the special conditions of forensic psychiatric evaluations are implemented (Level 4)
- Improves or develops organizational policies for standards of care and/or standards for forensic evaluation (Level 5)

#### *P4: Well-Being*

*Overall Intent: To manage and improve one's own personal and professional well-being in an ongoing way*

- Notifies supervisor and takes appropriate steps to manage clinical and non-clinical responsibilities when fatigued or ill (Level 1)
- Identifies situations in which maintaining personal emotional, physical, and mental health is challenged, and seeks assistance when needed (Level 2)
- Knows how to take steps to address impairment/fatigue in oneself and in colleagues (Level 3)
- Prioritizes and balances conflicting interests of oneself, family, and others to optimize medical care and practice of the profession (Level 4)
- Participates as an active member on committees or in organizations that address physician well-being (Level 5)

### **Interpersonal and Communication Skills**

Fellow will:

#### *ICS1: Relationship Development and Conflict Management with Patients, Evaluatees, Colleagues, Members of the Health Care or Forensic Team, Attorneys, and of the Legal System*

*Overall Intent: To enhance communication skills and working relationship with patients/evaluatees, colleagues, members of the health care or forensic team, attorneys, and members of the legal system*

- Knows the importance of building working relationships with patients/evaluatees and relevant parties in uncomplicated situations (Level 1)
- Develops working relationships across patients/evaluatees in uncomplicated situations (Level 2)
- Develops working relationships with patients/evaluatees in complicated situations (Level 3)
- Sustains working relationships with patients/evaluatees in complex and challenging situations (Level 4)
- Develops models/approaches to managing difficult communications with patients/evaluatees (Level 5)

#### *ICS2: Consultation to Medical Providers and Non-Medical Systems*

*Overall Intent: To provide recommendations as a consultant and collaborator to medical and non-medical systems, to recognize and manage conflicts in work relationships and team-based activities*

- Provides consultation to other medical or mental health providers and non-medical stakeholders, under supervision (Level 1)

- Recognizes communication conflicts in work relationships (Level 1)
- Assists primary treatment care team in identifying and clarifying the forensic referral questions (Level 2)
- Actively participates in team-based evaluations; supports activities of other team members, and communicates findings and recommendations (Level 2)
- Provides forensic recommendations through collaboration with health care teams and/or non-medical stakeholders (*e.g., attorneys, courts*), under supervision (Level 3)
- Recognizes differing philosophies within and between different disciplines in forensic evaluations and sustains working relationships in the face of conflict (Level 3)
- Manages complicated and challenging consultation requests (Level 4)
- Manages resolution of conflicts in a team-based setting or participates in the resolution of systems level conflicts in a forensic setting (Level 4)
- Provides forensic psychiatric consultations to larger systems, including non- medical systems, and/or leads a forensic psychiatric consultation team (Level 5)
- Designs research or quality improvement projects to improve team-based evaluation (Level 5)

**EXHIBIT B: 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):** \_\_\_\_\_