



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON

County Attorney

(281) 341-4555

Fax (281) 341-4557

Attorney/Client Privileged Document

REVIEW FORM

On January 27, 2025, the County Attorney's Office reviewed the following:

25-MedEx-100337 – Affiliation and Program Agreement for Course
Experience for Texas Tech Health Sciences Program.

Comments: Reviewed and Approved as to legal form for the document attached.

BRIDGETTE SMITH-LAWSON
FORT BEND COUNTY ATTORNEY

Kendralyn C. Jasper
Kendralyn C. Jasper
Assistant County Attorney

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AFFILIATION AND PROGRAM AGREEMENT FOR COURSE EXPERIENCE
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
FORENSIC PATHOLOGY ROTATION**

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") on behalf of the Fort Bend County Medical Examiner's Office, and Texas Tech University Health Sciences Center, (hereinafter "University"), an institution of higher learning with learning sites in in the State of Texas, on behalf of its Julia Jones Matthews School of Population and Public Health. County and University shall be known collectively as "the Parties" and singularly as "Party."

RECITALS

WHEREAS, University offers a Masters of Public Health Program and desires to have its students perform components of their applied practice experience (hereinafter "Program") at County; and

WHEREAS, County operates facilities located at 3840 Bamore Rd., in the city of Rosenberg, State of Texas (hereinafter "Facility" or "Facilities"), and is willing to make facilities available to qualified students (hereinafter "Student(s)" or "Resident(s)") who will be supervised by County staff; and

WHEREAS, both Parties hereto recognize that, in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties, and each party does, therefore enter into this Agreement with the intention of loyally cooperating with each other in carrying out the terms of this Agreement; and

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

WHEREAS, the governing bodies of County and University have duly authorized this Agreement.

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

A. 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, University's faculty, or University 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 University, 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, 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.

B. 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. Additional information regarding the Fort Bend County Forensic Pathology Rotation can be found in Exhibit A attached to this Agreement.
2. County will establish a timetable for each student based on the schedule provided by University under C.1 below.
3. County retains responsibility and decision-making authority for all aspects of County services and functions, including patient care.
4. All methods, techniques, and procedures initiated and/or performed by Student must be done with prior approval, by appropriate County Medical Examiner's Office personnel. Student will not have independent authority.
5. County shall assign a qualified supervisor to work with all Students and act as a liaison with the University faculty.
6. 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.
7. County shall have no obligation to furnish medicine or medical care to any Student. County shall provide emergency care or first aid to participating Student if required as a result of an accident occurring at County's Facility. Student bears responsibility for the cost of such care as well as any follow-up care.
8. County shall provide an atmosphere for learning that is supportive and free of discrimination based on race, ethnicity, religion, gender, disability, or sexual preference.
9. County shall provide Students with essential conditions and material for their work, including space, privacy, and technological supports.
10. 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.

11. The County representative for the Program is:

Stephen Pustilnik, M.D.
Chief Medical Examiner
Stephen.Pustilnik@fortbendcountytexas.gov
832-471-4000

C. RESPONSIBILITIES 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 will confer the academic title of "Clinical Assistant Professor" with the University to Chief Medical Examiner, Deputy Chief Medical Examiner, and all Deputy Medical Examiners.
4. University shall acquaint the designated County representative and staff with the goals, objectives, methods, and specific expectations of the University.
5. University will provide full library access on the University campus and online for Chief Medical Examiner, Deputy Chief Medical Examiner, and all Deputy Medical Examiners.
6. 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:

Name: Jeff Dennis
Title: Applied Practice Experience Director
Email: jeff.dennis@ttuhsc.edu
Phone: (806) 743-6812

University shall inform County in a timely manner of any changes in the information listed above.

7. 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.
8. University shall notify County as soon as possible of the names and arrival dates of Students.
9. When requested by County, University shall require Students to attend clinical orientation.
10. University will inform 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.
11. University will require that Students 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.

12. 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.
13. 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.
14. University will adhere to County communicable disease reporting requirements.
15. University will assure County of Student's reasonable proficiency of infectious disease control issues.
16. University 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.
17. University 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;
 - c. Current influenza vaccination;
 - d. Any other immunizations as required by laws;
 - e. Training on OSHA and tuberculosis guidelines; and
 - f. Current BLS Provider card.
18. University understands and agrees that Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
19. University, to the extent permitted by law, will be responsible for equipment that is broken or damaged by Student because of Student's negligence.
20. University will be responsible for the final evaluation of Student.
21. University shall inform County in a timely manner of any change in Student(s) status, or curriculum, or faculty advisor during participation in Program.
22. Visits by University and University's faculty are welcome for purposes of observation of Student with prior notification to County.

D. 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 PURSUANT TO THIS AGREEMENT.

E. INSURANCE

During the term of this Agreement, University shall maintain in full force professional liability insurance for each Student in the amount of \$500,000 per occurrence and \$1,500,000 in the aggregate pursuant to The University of Texas System Medical Liability Benefit Plan, authorized by Section 59.01 et seq., Texas Education Code, which shall extend to the activities contemplated under this Agreement and undertaken on County premises, and University shall provide County proof of said coverage upon return

of this Agreement.

F. TERM AND TERMINATION

1. This Agreement shall become effective immediately on January 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.

G. MISCELLANEOUS TERMS

1. Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
2. University will require Students to be properly attired when reporting for clinical experience.
3. University is responsible for the administrative functions related to the Student's experience including rotation, attendance, knowledge of infectious control issues and proficiency.
4. University will provide relevant background information on Students as requested by the County to the extent permitted by law.
5. University 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. **HIPAA.** The parties agree that University 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.
7. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
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.
9. 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.

10. All documents, data, reports, research, graphic presentation materials, etc., developed by University 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. University shall promptly furnish all such data and material to County on request.
11. **RIGHT TO INSPECT.** University will permit County, or any duly authorized agent of County, to inspect and examine the books and records of University for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.
12. **BREACH BY STUDENT.** University agrees that a Student's breach of County's policies concerning confidentiality shall be grounds for County to dismiss the Student from the rotation at County facilities.
13. **COMPLIANCE WITH APPLICABLE LAWS.** University 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.
14. **FERPA.** To the extent Facility generates or maintains educational records related to the participating Students, Facility agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the educational records of the participating Students to the extent that access to University's records is required by Facility to carry out the clinical experience. Facility agrees it will not further disclose personally identifiable information about any Student that it receives from University pursuant to this Agreement, unless the Student consents in writing to such disclosure or unless County can otherwise legally disclose the information under FERPA. In consideration for the personally identifiable information, County expressly warrants and represents that it will not use the Student information provided by University for any purpose other than to comply with the terms of its Agreement with University unless otherwise required by law.

H. 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, 1st Floor
Richmond, Texas 77469

With copy to: Stephen Pustilnik, M.D.
Chief Medical Examiner
3840 Bamore Road
Rosenberg, Texas 77471

If to UNIVERSITY: Texas Tech University Health Sciences Center
Attn: Contracting Office
3601 4th Street, STOP 6217
Lubbock, Texas 79430

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

I. CONFIDENTIAL AND PROPRIETARY INFORMATION

1. 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 shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by University shall be treated with respect to confidentiality in the same manner as the 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.
2. 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 other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. 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 will 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 that, except as directed by County or as required by applicable laws or regulations, University will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, University will promptly turn over to County all documents, papers, and other matter in University's possession which embody Confidential Information.
3. 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, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County 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. Notwithstanding anything to the contrary contained herein, University has not and shall not be deemed to have waived its or the State of Texas' sovereign immunity.
4. University agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
5. 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 the Agreement to the contrary, each party will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to a party by 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 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.

6. University agrees to obtain prior written consent of County for publication of any articles relating to the clinical experiences occurring at County.

J. APPLICABLE LAW

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's or University's sovereign immunity.

K. 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.

L. 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.

M. 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 a Student rotation hereunder without the express written permission of County, except where required to do so by law.

N. 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.

O. CONFLICT

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

P. 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.

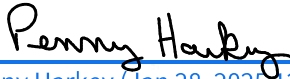
Q. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below. The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

FORT BEND COUNTY

**TEXAS TECH UNIVERSITY HEALTH SCIENCES
CENTER**

By: _____
KP George, County Judge


Penny Harkey (Jan 28, 2025 12:41 CST)
Penny Harkey, Chief Financial Officer

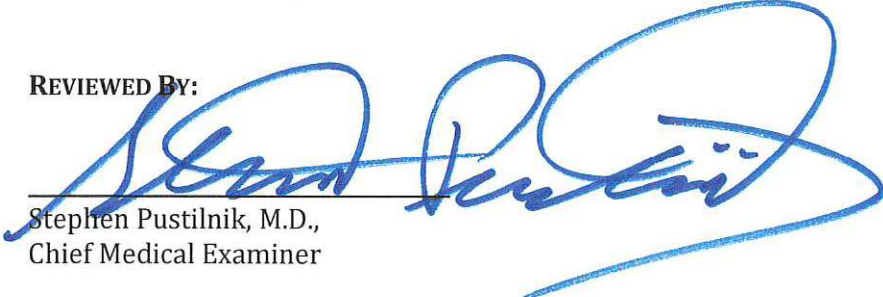
Date: _____

Date: 01/28/2025

ATTEST:

Laura Richard, County Clerk

REVIEWED BY:


Stephen Pustilnik, M.D.,
Chief Medical Examiner

ATTACHMENTS:

Exhibit A: Fort Bend County Forensic Pathology Rotation
Exhibit B: Required Documents:
Student Confidentiality Agreement;
Acknowledgement of Risk, Release and Waiver of Liability; and
Student Participation Form

i:\agreements\2025 agreements\medical examiner\affiliation agreements\texas tech health sciences program (25-medex-100337)\fbcme affiliation and program agreement for course experience.forensic pathology rotation.tx tech hlthsci (kcj - 12.30.2024)

EXHIBIT A

FORT BEND COUNTY FORENSIC PATHOLOGY ROTATION

Fort Bend County Forensic Pathology Rotation

- **Course Contacts**

- Course Director & Course Faculty: Stephen Pustilnik, M.D., Chief Medical Examiner, Paul Uribe, M.D., Deputy Chief Medical Examiner, Mournia Gonsulin, M.D., Deputy Medical Examiner, Varsha Podduturi, M.D., Deputy Medical Examiner, Erik Handberg, M.D., Deputy Medical Examiner
- Forensic Pathology Administrative Coordinator: Kelly Large, 832-471-4000

- **Course Location**

- Fort Bend County Medical Examiner Office, 3840 Bamore Road, Rosenberg, TX, 77471. You should be at the FBMEO building by 9:45 am on your first day. Upon your arrival, let the FBMEO personnel know you have arrived.

- **First Day**

- Residents are met by an FBMEO staff physician or designee who orients the students/resident to the forensic pathology suite, the student/resident administrative workspace, the morgue and locker rooms.
- During this orientation, the procedures for reviewing the daily cases, flow of the morning meeting, case confidentiality, and the criteria for case assignment among the forensic pathology fellows, residents, and other rotating students will be explained.
- Residents are taken to Forensic Imaging for an identification photo, and a check is performed to ensure the ID badges are working properly.
- Additionally, residents are familiarized with the Forensic Investigations section, Records section, and dictation protocols.

- **Schedule**

- **Daily:**
 - 8:00 am, Arrive to review the daily case summary and prepare for individual case presentations.
 - 8:00 am, meet with staff physician for daily case assignments
 - Observe/participate with autopsies
 - Attend faculty development lectures (when scheduled)
 - Self-directed learning time, including self-directed review of pathology topics
 - Attend scenes with investigators as available
 - Attend court/attorney conferences when available

- **Parking, Dress Code, PPE, etc.**

- Surface parking is available
- Business casual dress code in office areas
- Scrubs are provided for morgue activities, locker room with showers onsite; can bring a personal lock
- N95 masks and all other PPE will be provided in the morgue
- Each student/resident is provided space for personal effects and personal computer access
- Breakrooms available, (refrigerators, microwaves, vending machines, water dispensers)

- **Course Objectives**
 - Describe the process of death investigation and the role, importance, and limitations of the forensic autopsy
 - Explain how to assign the cause, manner, and mechanism of death based on forensic autopsy
 - Describe the requirements for deaths reported to the Medical Examiner/Justice of the Peace, based on Texas Law
 - Final course presentation on forensic pathology topic
- Not all case types are appropriate for residents to autopsy. FBMEC also does not guarantee a minimum number of cases for residents to autopsy.
- At the end of the rotation, a 30 minute presentation will be given by the resident/student on a forensic pathology topic having been mentored by a staff physician. The FBMEC Chief Medical Examiner or designated staff physician will complete an evaluation of resident/student performance. A maximum of 5 days excused absences is permitted in accordance with the UTH standards and requirements.

A program evaluation will be sent to all residents following the rotation to provide feedback about the FBMEC rotation.

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 as a Student in a clinical rotation experience at Fort Bend County pursuant to an agreement between the County and Texas Tech Health Sciences Center.

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 clinical rotation at County, and may also result in legal action by County, patients, government, or other individuals.

Dated this _____ day of _____, 20____

STUDENT Signature: _____

Witness Signature: _____

Witness Name Printed : _____

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

Name: _____

Phone Number (H) _____ Work (W) _____ Cell (C) _____

DL: State: _____ Number: _____

In the event of an emergency, please contact: _____

Emergency Contact Phone Number: (_____) _____

Relationship of Contact to Student: _____

Any known allergies 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.

Signature of Student: _____ Date: _____

**ADDENDUM
TO AGREEMENT BETWEEN
UNIVERSITY AND FACILITY**

This Addendum is incorporated into the attached Affiliation and Program Agreement for Course Experience (Contract No. CON3671506) (“Agreement”) between Texas Tech University Health Sciences Center (“University”), a Texas public institution of higher education on behalf of its School of Population and Public Health and Fort Bend County (“Facility”). Together, the Agreement and this Addendum form the “Contract” between University and Facility. **Notwithstanding any express provision stating that the terms of Agreement or other contemporaneous or subsequent document will control in the event of conflict, Facility’s signature hereto acknowledges that this Addendum, including its incorporated terms, is controlling in the event of a conflict of terms in the Contract.** University and Facility may be referred to herein individually each as a “Party” or together as the “Parties.”

1. **Early Termination.** Either Party may terminate the Contract with or without cause by providing the other Party with thirty (30) days prior written notice. However, if Facility terminates the Contract, students assigned to the Facility shall be permitted to complete their current semester or term at University’s option except where immediate removal is necessary for the safety of patients or others.
2. **University Insurance.**
 - a. Professional Liability Insurance. During the term of this Contract and any extensions thereof, University shall maintain professional liability insurance for its employed health care professionals and students in the amount stated on University’s Certificate of Insurance, a copy of which will be provided by University to Facility.
 - b. General Liability Insurance. Facility understands and agrees that University, as an agency of the State of Texas, is self-funded against general liability risk and that any Facility requirements for University to carry general liability insurance are waived. The Texas Tort Claims Act governs relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission of a University employee acting within the scope of employment.
 - c. Workers’ Compensation Insurance. Facility understands and agrees that University employees are provided Workers’ Compensation coverage under the provisions of the Workers’ Compensation Act for Texas State employees, and any Facility requirements for University to carry Workers’ Compensation insurance are waived.
3. **Mutual Responsibility.** To the extent authorized by the Constitution and the laws of the State of Texas, University and Facility agree that they will be responsible for the actions or omissions of their own employees and agents acting within the scope of their employment, in connection with this Contract and that any Facility requirements for University to indemnify, hold harmless, protect, or defend Facility in the event of, but not limited to, any claims or liabilities, penalties, costs or expenses are waived. This provision shall survive any termination or expiration of this Contract.
4. **Limitation on University’s Liability.** It is understood and agreed that University will not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to it unless such liability is imposed by Texas law, and this Contract will not be construed as seeking to either enlarge or diminish any obligation or duty owed by University to Facility or to any third party. It is understood and agreed that University will not be liable for any indirect or consequential damages.
5. **No Conflicts.** Facility certifies this Contract is not prohibited under Texas Government Code § 2261.252(b) and agrees that if Facility’s certification is or becomes untrue, this Contract is void, and Facility will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this Contract, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.
6. **Texas Public Information Act.** All information, documentation, and other material submitted by Facility for and under this Contract are subject to public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552 (“PIA”), or as otherwise required by applicable law or judicial order. Facility is hereby notified that University strictly adheres to the PIA and the interpretations thereof rendered by the courts and Texas Attorney General. University will use best efforts to maintain the confidentiality of all Facility-submitted information except where University is required to disclose it under the PIA or other applicable law or judicial order. Protected health information (aka “Individually identifiable health information” or “Confidential Patient Information”) is not subject to the Texas Public Information Act and

is governed by section 12 below.


7. **Publicity and Marks.** Each Party agrees that it will not use the other Party's name or protected marks without the other Party's prior written approval.
8. **Force Majeure.** "Event of Force Majeure" means an event beyond the control of Facility or University which prevents or makes a party's compliance with any of its obligations under this Contract illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No Party will be considered in breach of this Contract to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Contract but prior to the beginning of the term). A Party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Contract only so far as reasonably practicable.
9. **Health Requirements and Background Checks.** Facility understands and agrees that University does not maintain ownership of and shall not perform any background checks or drug tests on its students under this Contract and that University shall advise each student that Facility may require them to receive and provide evidence of having received certain immunizations and testing (or an exemption to such requirement), or provide any records regarding their background or relevant health conditions. University shall advise students that Facility may require them to obtain and continue personal health insurance, at their own expense, throughout the term of their participation under this Contract.
10. **Emergency Care.** Facility shall provide emergency medical care, including First Aid, for students as needed, at student's expense. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
11. **Family Educational Rights and Privacy Act ("FERPA").** If given access to personally identifiable information about any student during performance of the Contract, Facility agrees to abide by the limitations on re-disclosure of personally identifiable information from student records as set forth in FERPA, 34 CFR § 99.3. To the extent Facility has access to or creates "education records" ("FERPA Records") under the Contract or is deemed a "school official", as these terms are defined in FERPA, Facility represents, warrants, and agrees it will: (1) hold FERPA Records in strict confidence and will not use or disclose FERPA Records except as (a) permitted or required by this Contract, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard FERPA Records according to commercially reasonable administrative, physical, and technical standards that are no less rigorous than the standards by which Facility protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that FERPA Records are safeguarded in accordance with the terms of this Contract. At University's request, Facility agrees to provide University with a written summary of procedures Facility uses to safeguard FERPA Records. Facility agrees to include this same provision in subcontracts and affiliate agreements where such parties may have access to or create FERPA Records. Facility will indemnify and hold harmless University from and against all claims, actions, and proceedings resulting from Facility's or its subcontractor's or affiliate's breach of any obligations under this paragraph.
12. **Confidentiality of Patient Information.** When applicable, it is the Parties' intent to comply with all provisions of the Health Insurance Portability and Accountability Act of 1996, now codified at Title XI, Part C of the Social Security Act and as it may be amended, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164, and all regulations promulgated thereunder ("HIPAA"), as may change from time to time.
 - a. Solely for the purpose of defining the student's role in relation to the use and disclosure of Facility's protected health information, affiliating students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Contract. However, such Students are not and shall not be considered to be employees of the Facility.

13. **Compliance with Laws, Regulations, Rules and Standards.** Parties agree to comply with all federal, state and local laws and regulations and accreditation standards as well as the binding ethics standards of professional associations, as applicable.
14. **Limitations. THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS, INCLUDING TERMS AND CONDITIONS (IF ANY) RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF UNIVERSITY'S LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; ANY PROVISION THAT CREATES AN UNKNOWN OR UNFUNDED LIABILITY; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.**
15. **Governing Law; Venue.** This Contract is governed by and construed and enforced in accordance with the laws of the State of Texas. Pursuant to Section 109.005 of the Texas Education Code, the County in which University's Chief Executive Officer is located shall be the sole proper place of venue for any legal action or proceeding arising out of this Contract or the enforcement of any provision in this Contract.
16. **Entire Contract; Modifications.** The Contract supersedes all prior agreements, written or oral, between Facility and University and will constitute the entire Contract and understanding between the Parties with respect to the subject matter hereof. The Contract and each of its provisions will be binding upon the Parties and may not be waived, modified, amended, or altered except in writing signed by University and Facility.

IN WITNESS WHEREOF, the undersigned Parties bind themselves to the faithful performance of this Contract.

**TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER**

FORT BEND COUNTY

By: 
Signature

By: _____
Signature

Penny Harkey
Printed Name

Printed Name

Executive Vice President
Title

Title

01/28/2025
Date

Date