

**STATE OF TEXAS**

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**COUNTY OF FORT BEND**

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

This Affiliation and Program Agreement (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 Department of Health and Human Services (hereinafter "FBCHHS") and The University of Texas Health Science Center at Houston, on behalf of its Occupational and Environmental Medicine Residency Program, 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 an Occupational and Environmental Medicine Residency Program (hereinafter "Program") and desires to have its residents in the Program perform components of their residency at COUNTY as described in Exhibit "A" attached hereto and incorporated by reference for all intents and purposes; and

WHEREAS, COUNTY operates facilities located 4520 Reading Road, Suite A-200, in the city of Rosenberg, State of Texas, (hereinafter "FACILITY" or "FACILITIES") and therein provides healthcare services; and

WHEREAS, COUNTY is willing to make FACILITIES available to Program residents (hereinafter "Resident" or "Residents") 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, 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 a rotation under this Agreement 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, the 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 Residents participating in a rotation under this Agreement 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 Residents 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 this Agreement is:

Letosha Gale-Lowe, MD  
Medical Director  
Fort Bend County Health & Human Services

## **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 Resident.
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 Residents and act as a liaison with the UNIVERSITY'S Program Director.
4. COUNTY shall provide Residents with information regarding policies and procedures of COUNTY, and with orientation experience to ensure that Residents 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 Residents with essential conditions and material for their work, including space, privacy, and technological support.
7. COUNTY reserves the right to refuse participation of any Resident designated by

the UNIVERSITY and to terminate participation by any Resident when, in the sole opinion of the COUNTY: (i) the Resident is deemed to be a risk to the COUNTY'S employees, or to himself or herself, (ii) the Resident fails to meet or abide by the rules, regulations, policies and procedures of the COUNTY, (iii) the Resident's conduct is detrimental to the business or reputation of the COUNTY, (iv) the Resident fails to accept or comply with the reasonable direction of COUNTY staff, or (v) further participation by the Resident would be inappropriate. UNIVERSITY shall comply with COUNTY's request to remove a Resident (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 Resident eligibility, the provision of classroom theory and practical instruction, and ensure that all Residents meet eligibility requirements prior to PROGRAM participation.
2. UNIVERSITY shall assign only the number of Residents 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 Residents 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:

William Brett Perkison, MD, MPH  
Program Director  
Occupational and Environmental Medicine Residency 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 Residents 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 Residents.
  7. When requested by COUNTY, UNIVERSITY shall require Residents to attend an orientation.
  8. UNIVERSITY will require inform Residents and faculty members who are supervising Residents 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 Residents of the requirement to provide to COUNTY a completed:

- a. Resident Confidentiality Agreement,
- b. Acknowledgement of Risk, Release and Waiver of Liability, and
- c. Resident 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 Resident.
11. UNIVERSITY shall, upon receipt of notice, notify COUNTY of any complaint, claim, investigation, or lawsuit involving a Resident 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 Resident's reasonable proficiency of infectious disease control issues.
14. UNIVERSITY shall notify Resident 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 Residents, where applicable in the performance of duties required by COUNTY.
15. UNIVERSITY shall inform Residents of the requirement to provide to the COUNTY such results for drug testing, health care, and criminal background checks prior to Resident participation in the PROGRAM including proof of a:
  - a. PPD test (commonly referred to as a TB test);
  - b. HBV vaccine or signed refusal; and
  - c. Any other immunizations as required by laws.
16. UNIVERSITY understands and agrees that Resident 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 Resident or because of Resident's intentional act or negligence.
18. UNIVERSITY will be responsible for the final grading of Resident.
19. UNIVERSITY shall inform COUNTY in a timely manner of any change in Resident(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 Resident 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, RESIDENTS, 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**

This Agreement is effective as of June 1, 2025 and shall terminate on June 1, 2035, unless otherwise terminated as provided herein. This Agreement does not automatically renew, but may be renewed upon written agreement of the parties.

#### **VIII. TERMINATION**

1. Either party may terminate this Agreement without cause upon the giving of thirty (30) days written notice to the other party in the manner and form provided for

herein.

2. In the event that the Agreement is terminated by either party, COUNTY may at, its own discretion, permit any participating Resident to complete the PROGRAM.
3. COUNTY shall have the right to demand immediate removal of any Resident from its FACILITIES, upon a determination by the administrator in charge that the Resident poses a threat to the safety of FACILITY's patients, clients, or personnel or to the orderly business functioning of FACILITY.

## **IX. 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:	Letosha Gale-Lowe, MD Director, Fort Bend County Health & Human Services 4520 Reading Rd. Ste. A Rosenberg, Texas 77471
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 Occupational and Environmental Medicine Residency Program 1200 Pressler St. Houston, Texas 77030 Attn: William Brett Perkison, MD, MPH

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

## **X. 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 Residents 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 Residents 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 Resident 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.

## **XI. 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

  
\_\_\_\_\_  
Authorized Agent - Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Brett Perkison, MD  
Authorized Agent - Printed Name

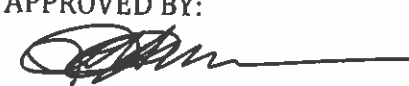
ATTEST:

\_\_\_\_\_  
Program Director  
Title

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

\_\_\_\_\_  
5/30/2025  
Date

APPROVED BY:

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

ATTACHMENTS: Exhibit A: Program Letter of Agreement

Exhibit B: Required Documents

Resident Confidentiality Agreement

Acknowledgement of Risk, Release and Waiver of Liability

Resident Participation Form

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

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

**Occupational and Environmental Medicine Residency Program and  
Ft. Bend County Health and Human Services**

The Accreditation Council for Graduate Medical Education (ACGME) requires a current Program Letter of Agreement ("Agreement") between each residency program and each participating site which provides one or more required assignments for that residency 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 Residency Program ("Program"), represented by its Program Director and Fort Bend County, Texas, on behalf of its Department of Health and Human Services ("Facility"), represented by Letosha Gale-Lowe, MD, the Program's Site Director at the Facility ("Site Director") at in order to implement and facilitate a supervised educational training experience for the residents enrolled in the Program.

**1. Effective Date**

This Agreement shall become effective on **June 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 residents:**

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

At UTH: **William Brett Perkison, MD, MPH**  
Program Director

At Facility: **Letosha Gale-Lowe, MD**  
Site Director  
Ft. Bend County Health and Human Services

**3. Faculty responsibilities for teaching and supervision of residents:**

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 residents/fellows in patient care activities and maintain a learning environment conducive to educating the residents/fellows in the ACGME competency areas.

Program residents 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 residents' own abilities and experience.

**4. Faculty responsibilities for formal evaluation of residents:**

The Site Director and her/his designees as approved by the Program will be responsible for completing evaluations in a manner prescribed by UTH. Residents' 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 formal written evaluation of the resident's performance during the assignment. All evaluations are to be sent to the Program Director in the manner prescribed by UTH.

**5. 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 residents to assure that those goals and objectives are met during the course of their assignment at the Facility.

Residents 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 agree that residents assigned to Facility shall be released from clinical duties in order to attend such activities as required by the Program.

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

In accordance with the curriculum of the Program, residents 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=in patient; O=outpatient; B=both)	Note Attachment or Link to Educational Objectives for assignment
3	1-2	0	See attachment below

**7. Policies and procedures that will govern resident education during the assignment**

UTH is ultimately responsible for the Program and retains responsibility for the quality of graduate medical education of residents. Its policies and procedures, including duty hour limitations consistent with the Common Program Requirements of the ACGME, will apply to residents during their assignment at the Facility. Facility's rules, regulations, policies, procedures, and medical staff bylaws will also govern the residents' educational experience at 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 Residents from this Rotation with or without cause.

wperkison

Digitally signed by wperkison  
Date: 2025.05.15 14:57:23  
-05'00'

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

William Brett Perkison, MD, MPH  
Program Director

Letosha Gale-Lowe, MD  
Site Director

Date: 05/22/2025

Date: 5/15/2025

Pamela Promecene, M.D.  
UTHealth Designated Institutional Official

Kevin Morano, M.D.  
Senior Vice President  
Academic and Faculty Affairs

Date: 5/15/2025

APPROVED AS TO LEGAL FORM  
on behalf of UTHealth

By Devin Longuet  
Digitally signed by Devin Longuet  
Date: 2025.05.15  
16:02:03 -05'00'

## Rotation Goals and Objectives

### **Ft. Bend County Health and Human Services**

Is the public health agency for Ft. Bend County. Ft. Bend County Health and Human Services (FBCHHS) is a comprehensive local health department engaged in a variety of diverse public health areas including epidemiology and disease reporting, consumer health services, health centers, immunizations and pollution control and prevention to name a few.

The main activities of the rotation center on the areas of: public health administration, policy & planning, public health preparedness, environmental public health, public information and risk communication, health education & prevention, and disease control & clinical prevention activities. Specific issues will be based on core competencies as well as mutual needs of both FBCHHS and the academic preceptor involved. The resident will work with key personnel such as the FBCHHS Executive staff and other appropriate personnel. Emphasis of the rotation will center on in-depth involvement in one or more ongoing projects and the rotations will occur both in FBCHHS facilities as well as field settings.

### **Educational Objectives:**

- A. To become familiar with the administration and operations of a public health department of this type, including interaction with various categories of public health professionals, administrators and related personnel.
- B. To develop familiarity with occupational/environmental and other public health issues typically occurring in the community and ones in which public health agencies are involved.
- C. To develop skills in the assessment and management of occupational/environmental and other public health problems affecting the community from the perspectives of public health agencies.
- D. To develop an understanding of public policymaking from the formulation phase to the implementation phase.

### **Resident Duties:**

Residents will report for duty four (4) days per week during the course of the rotation to assigned FBCHHS location(s), but should be available for emergency situations that may arise in the community necessitating a rapid public health response as identified by FBCHHS. The residents will function as a team member under the overall supervision of the Rotation Supervisor and/or designee. It is expected that residents will:

- A. Attend appropriate meetings and conferences as assigned by the Rotation Supervisor and/or designee.
- B. Participate in project-based public health activities, as assigned by the Rotation Supervisor and/or designee.
- C. Write any necessary reports and engage in any necessary communications regarding activities that the resident is engaged in, as assigned by Rotation Supervisor and/or designee.

- D. Participate in evaluation of community sites with other members of the FBCHHS team, as assigned by Rotation Supervisor and/or designee.
- E. Participate in community-based training programs as assigned by Rotation Supervisor and/or designee.
- F. Participate in surveillance activities as assigned by Rotation Supervisor and/or designee.
- G. Complete any special projects as assigned by the Rotation Supervisor and/or designee with the approval of the Program Director.
- H. Complete assigned readings.
- I. Be supervised by the Rotation Supervisor or designee. While in this rotation, resident education will be governed by the policies and procedures of both the University of Texas Occupational and Environmental Medicine Residency Program and any applicable Ft. Bend County Health and Human Services policies.

**EXHIBIT B: REQUIRED DOCUMENTS**

**RESIDENT CONFIDENTIALITY AGREEMENT**

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

**RESIDENT PARTICIPATION FORM**



## RESIDENT CONFIDENTIALITY AGREEMENT

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

RESIDENT 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\_\_\_\_

RESIDENT 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) \_\_\_\_\_

## RESIDENT PARTICIPATION FORM

### RESIDENT 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 RESIDENT PARTICIPATION FORM and that I sign it of my own free will.

Signature of Resident: \_\_\_\_\_ Date: \_\_\_\_\_