

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AFFILIATION AND PROGRAM AGREEMENT FOR COURSE EXPERIENCE  
TEXAS A & M UNIVERSITY HEALTH SCIENCE 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 A&M University Health Science Center, (hereinafter "Texas A&M Health"), a health-related institution under the administration of Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of Texas A&M College of Nursing (hereinafter "School"). County and Texas A&M Health shall be known collectively as "the Parties" and singularly as "Party."

**RECITALS**

**WHEREAS**, Texas A&M Health offers a Forensic Pathology course 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 Texas A&M Health have duly authorized this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the County and Texas A&M Health 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, Texas A&M Health's faculty, or Texas A&M Health 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 Texas A&M Health, 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. Should either Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. Texas A&M Health takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and County takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.
  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 Texas A&M Health 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 Texas A&M Health 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. In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at County, County, upon notice of such incident from the Student, will provide such emergency care as is provided to its employees, including, where applicable: examination and evaluation at County's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of Hepatitis B, Hepatitis C, and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that County does not have the resources to provide such emergency care, County will refer such Student to the nearest emergency 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 Texas A&M Health 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. Texas A&M Health 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  
 v 832-471-4000

**C. RESPONSIBILITIES OF TEXAS A&M HEALTH**

- 1. Texas A&M Health 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. Texas A&M Health shall assign only the number of Students mutually agreed upon by County and Texas A&M Health.
- 3. Texas A&M Health shall acquaint the designated County representative and staff with the goals, objectives, methods, and specific expectations of Texas A&M Health.
- 4. Texas A&M Health will provide full library access on Texas A&M Health campus and online for Chief Medical Examiner, Deputy Chief Medical Examiner, and all Deputy Medical Examiners.
- 5. Texas A&M Health 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.

Texas A&M Health designated representative or faculty advisor for the Program is:

Name: Dr. Stacey Mitchell  
 Title: Clinical Profesor, College of Nursing  
 Email: samitchell@tamu.edu  
 Phone: 979-436-0283

- Texas A&M Health shall inform County in a timely manner of any changes in the information listed above.
- 6. Texas A&M Health 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.
- 7. Texas A&M Health shall notify County as soon as possible of the names and arrival dates of Students.
- 8. When requested by County, Texas A&M Health shall require Students to attend clinical

- orientation.
- 9. Texas A&M Health 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.
- 10. Texas A&M Health 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.**

- 11. Texas A&M Health 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.
- 12. Texas A&M Health 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.
- 13. Texas A&M Health will adhere to County communicable disease reporting requirements.
- 14. Texas A&M Health will assure County of Student's reasonable proficiency of infectious disease control issues.
- 15. Texas A&M Health 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.
- 16. Texas A&M Health 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 (provided by County) and tuberculosis guidelines; and
  - f. Current BLS Provider card.

- 17. Texas A&M Health understands and agrees that Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
- 18. Texas A&M Health, to the extent permitted by law, will be responsible for equipment that is broken or damaged by Student because of Student's negligence.
- 19. Texas A&M Health will be responsible for the final evaluation of Student.
- 20. Texas A&M Health shall inform County in a timely manner of any change in Student(s) status, or curriculum, or faculty advisor during participation in Program.
- 21. Visits by Texas A&M Health and Texas A&M Health's faculty are welcome for purposes of observation of Student with prior notification to County.

**D. INDEMNITY**

**TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, 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**

Pursuant to the authority granted by Chapter 59 of the Texas Education Code , The Texas A&M University System has established a self-insured medical professional liability plan providing eligible health care professional staff members and Students of The Texas A&M University System with medical professional liability protection in the following amounts, \$500,000 per occurrence and \$1,500,000 aggregate for employees and \$1,000,000 per occurrence and \$3,000,000 aggregate for participating Students.

The Texas A&M University System is self-insured for Workers' Compensation Insurance provided by Chapter 502 of the Texas Labor Code. Benefits are provided in accordance with the provisions of that law. State-owned vehicles of universities and agencies of the Texas A&M University System are exempt from compulsory liability insurance requirements of the State of Texas. This exemption appears in Subtitle D Motor Vehicle Safety Responsibility; Chapter 601 Motor Vehicle Safety Responsibility Act; Subchapter A General Provisions; Section 007 Applicability of Chapter to Government Vehicle. The liability of The Texas A&M University System for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, 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. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

**F. TERM AND TERMINATION**

1. This Agreement shall become effective upon execution by all the parties and will continue in full force until December 31, 2026, 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 five (5) 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 and meals in the performance of this Agreement.
2. Texas A&M Health will require Students to be properly attired when reporting for clinical experience.
3. Texas A&M Health is responsible for the administrative functions related to the Student's experience including rotation, attendance, knowledge of infectious control issues and proficiency.
4. Texas A&M Health will provide relevant background information on Students as requested by the County to the extent permitted by law.
5. Texas A&M Health 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 Texas A&M Health 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 Texas A&M Health 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. Any materials developed prior to work under this Agreement shall remain the property of Texas A&M Health. Texas A&M Health shall promptly furnish all such data and material to County on request.
  11. **RIGHT TO INSPECT.** Texas A&M Health will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Texas A&M Health 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.** Texas A&M Health 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.** Texas A&M Health shall comply with all applicable 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, Workers' Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
  14. **FERPA.** For purposes of the Family Educational Rights and Privacy Act ("FERPA"), Texas A&M Health hereby designates County as a school official with a legitimate educational interest in any education records (as defined in FERPA) that County is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. County shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Texas A&M Health in writing. County is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. County shall

require any such subcontractors or agents to comply with the same restrictions and obligations imposed on County in this Section, including without limitation, the prohibition on redisclosure. County shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

#### 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, 1 <sup>st</sup> Floor Richmond, Texas 77469
With copy to:	Stephen Pustilnik, M.D. Chief Medical Examiner 3840 Bamore Road Rosenberg, Texas 77471
If to Texas A&M Health:	Texas A&M University Health Science Center College of Nursing 8447 John Sharp Parkway Bryan, Texas 77807 Attention: NURSING CONTRACTS Phone: 979-436-0134 Email: <a href="mailto:nursingcontracts@tamu.edu">nursingcontracts@tamu.edu</a>
With copy to:	Texas A&M University Department of Contract Administration 1182 TAMU College Station, Texas 77843-1182 Attention: Director, Contract Administration Phone: 979-845-0099 Email: <a href="mailto:contracts@tamu.edu">contracts@tamu.edu</a>

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

#### I. CONFIDENTIAL AND PROPRIETARY INFORMATION

1. Texas A&M Health 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 Texas A&M Health 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 Texas A&M Health 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 Texas A&M Health)

- publicly known or is contained in a publicly available document; (b) is rightfully in Texas A&M Health'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 Texas A&M Health who can be shown to have had no access to the Confidential Information.
2. Texas A&M Health agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Texas A&M Health 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. Texas A&M Health 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, Texas A&M Health shall advise County immediately in the event Texas A&M Health 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 Texas A&M Health will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Texas A&M Health against any such person. Texas A&M Health agrees that, except as directed by County or as required by applicable laws or regulations, Texas A&M Health 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, Texas A&M Health will promptly turn over to County all documents, papers, and other matter in Texas A&M Health's possession which embody Confidential Information.
  3. Texas A&M Health 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. Texas A&M Health 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, Texas A&M Health has not and shall not be deemed to have waived its or the State of Texas' sovereign immunity.
  4. Texas A&M Health 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, in responding to any request for public information pertaining to this Agreement, as well as disclosure of information required by applicable Texas law, and notwithstanding any provision in the Agreement to the contrary, each party will make any information related to the Agreement, or otherwise, available to the other party and 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. County acknowledges that Texas A&M Health may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and County

agrees that this Agreement can be terminated if County knowingly or intentionally fails to comply with a requirement of that subchapter.

6. Texas A&M Health agrees to obtain prior written consent of County for publication of any articles relating to the clinical experiences occurring at County. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

#### **J. APPLICABLE LAW**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. Nothing in the Agreement shall be construed to waive the County's or Texas A&M Health'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 Texas A&M Health 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[EXECUTION PAGE FOLLOWS]**

**In Process**

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**

By: \_\_\_\_\_  
KP George, County Judge

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

**APPROVED AND ACCEPTED FOR:  
TEXAS A&M UNIVERSITY  
HEALTH SCIENCE CENTER  
COLLEGE OF NURSING**

DocuSigned by:  
*Leann Horsley*  
E63381284A5E4C3...  
\_\_\_\_\_  
Leann Horsley, PhD, MBA, RN, CHSE, CNE  
Dean and Professor

February 3, 2026 | 4:33:25 PM CST

\_\_\_\_\_  
Date

**ATTEST:**

**In Process**

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

**REVIEWED BY:**

*Stephen Pustilnik*  
\_\_\_\_\_  
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

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## **EXHIBIT A**

### **FORT BEND COUNTY FORENSIC PATHOLOGY ROTATION**

**In Process**

## 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, Mournna 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. FBMEO 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 FBMEO Chief Medical Examiner of 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 FBMEO rotation.

**EXHIBIT B: REQUIRED DOCUMENTS**

**STUDENT CONFIDENTIALITY AGREEMENT**

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

**STUDENT PARTICIPATION FORM**

**In Process**

**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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In Process

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: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 7467ABB2-AA29-438A-B3CE-F4A10F5F85A7

Status: Sent

Subject: Signature Request on Contract C26-23-23568 - Affiliation/Program Agreement with Fort Bend County

Source Envelope:

Document Pages: 18

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Texas A&M Contract Administration

AutoNav: Enabled

1182 TAMU

Enveloped Stamping: Enabled

College Station, TX 77843-1182

Time Zone: (UTC-06:00) Central Time (US & Canada)

contractadmin@tamu.edu

IP Address: 35.170.89.44

## Record Tracking

Status: Original

Holder: Texas A&M Contract Administration

Location: DocuSign

2/3/2026 | 03:24 PM

contractadmin@tamu.edu

## Signer Events

## Signature

## Timestamp

Leann Horsley

horsley@tamu.edu

Dean

TAMU SON

Security Level: Email, Account Authentication (None)

DocuSigned by:

E63381284A5E4C3...

Sent: 2/3/2026 | 03:30 PM

Viewed: 2/3/2026 | 04:33 PM

Signed: 2/3/2026 | 04:33 PM

Signature Adoption: Pre-selected Style

Using IP Address: 66.64.86.84

## Electronic Record and Signature Disclosure:

Accepted: 12/13/2023 | 03:06 PM

ID: d2d791d2-8a91-48ff-9a57-f7c778dcce60

Kelley Large

kelley.large@fortbendcountytexas.gov

Security Level: Email, Account Authentication (None)

Sent: 2/3/2026 | 04:33 PM

Viewed: 2/3/2026 | 04:40 PM

## Electronic Record and Signature Disclosure:

Accepted: 2/3/2026 | 04:40 PM

ID: d348b9ef-cdbb-4d95-a4c7-1bc5f818ef5b

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Katie Pfeiffer

nursingcontracts@tamu.edu

Security Level: Email, Account Authentication (None)

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	2/3/2026   03:30 PM
Certified Delivered	Security Checked	2/3/2026   04:40 PM

  

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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In Process

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, TAMU - Contract Administration (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact TAMU - Contract Administration:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [ranil@tamu.edu](mailto:ranil@tamu.edu)

### **To advise TAMU - Contract Administration of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [ranil@tamu.edu](mailto:ranil@tamu.edu) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from TAMU - Contract Administration**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [ranil@tamu.edu](mailto:ranil@tamu.edu) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with TAMU - Contract Administration**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [ranil@tamu.edu](mailto:ranil@tamu.edu) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify TAMU - Contract Administration as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by TAMU - Contract Administration during the course of your relationship with TAMU - Contract Administration.