

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO AFFILIATION AGREEMENT

THIS ADDENDUM (“Addendum”) is entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Texas State Technical College (hereinafter “College”), an institution of higher education and an agency of the State of Texas (may be referred to individually as the “party” and collectively as the “parties”).

RECITALS

WHEREAS, College plans and administers the educational program for students and desires to have its enrolled students perform components of their practicum experience (hereinafter the “Program”) at County; and

WHEREAS, County is willing to make its facilities throughout Fort Bend County (hereinafter “Facility” or “Facilities”) available to qualified students (hereinafter “Student” or “Students”) who will be supervised by Fort Bend County Staff; and

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

WHEREAS, the purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in College’s Affiliation Agreement attached hereto as Exhibit “A”; and

WHEREAS, by execution of this Addendum, the parties expressly agree that this Addendum is a material change from the attached Exhibit and is approved and accepted by the Parties regardless of any language to the contrary.

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Required Documents.** College will inform Students of the requirement to provide to County a completed:
 - a. Student Confidentiality Agreement,
 - b. Acknowledgement of Risk, Release and Waiver of Liability, and
 - c. Student Participation Form

All of which are attached to this Addendum as Exhibit B: Required Documents.

3. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless College for any reason are hereby deleted.
4. **Notice for County.** 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: M. Connie Almeida, PhD, LSSP
Director, Fort Bend County Behavioral Health Services
301 Jackson St.
Richmond, Texas 77469

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

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

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.

6. **Texas Public Information Act.** Both College and County expressly acknowledge that both College and County are subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding 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.
7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by College in any way associated with the Agreement.
8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
10. **No Third Party Beneficiaries.** 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.
11. **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.
12. **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.
13. **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 possibly, 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.

14. **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.
15. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, COLLEGE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
16. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
17. **Conflict.** In the event there is a conflict between this Addendum and the attached Exhibit(s), this Addendum controls to the extent of the conflict.
18. **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.
19. **Electronic and Digital Signatures.** 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 to have the same force and effect as the use of manual signatures.
20. **County Data.** Nothing in this Agreement will be construed to waive the requirements of §205.009 of the Texas Local Government Code.
21. **Entire Agreement.** This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, this Addendum 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 Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

TEXAS STATE TECHNICAL COLLEGE

Brandon Hernandez
Brandon Hernandez (Apr 3, 2026 09:41:43 CDT)

Authorized Agent- Signature

Brandon Hernandez

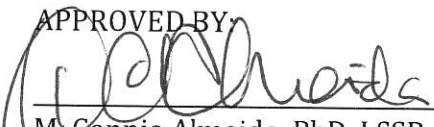
Authorized Agent- Printed Name

Dean of Health Sciences

Title

04/03/2026

Date

APPROVED BY:


M. Connie Almeida, PhD, LSSP
Director of Behavioral Health Services

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

i:\agreements\2025 agreements\behavioral health services\affiliation agreements\texas state technical college (25-behhlth-101030)\addendum to affiliation agreement.tstc (kcj - 10.7.2025)

EXHIBIT A

(Texas State Technical College Affiliation Agreement)

AFFILIATION AGREEMENT

This Affiliation Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between **Texas State Technical College**, an institution of higher education and an agency of the State of Texas (hereinafter referred to as "TSTC"), and **Fort Bend County**, with its principal place of business at 1517 Eugene Heimann Circle, Suite 400, Richmond, Texas 77469 (hereinafter referred to as the "Facility"). Facility and TSTC may individually be referred to as a "Party" or collectively as "Parties" to this Agreement. "Student" or "Students" shall refer to TSTC students placed at the Facility for the educational or clinical program.

Now, therefore, the Parties agree as follows:

Article 1. TSTC RESPONSIBILITIES

- 1.01 Plan and Administer: In consultation with representatives of the Facility, plan and administer the educational program for students assigned to the Facility.
- 1.02 Placement Plan: Provide the Facility with its overall plan for the placement of students at Facility prior to the commencement of the academic term. The plan shall include details of the TSTC's clinical program at the Facility, including the objectives, and approximate number of students for each term, dates, times, and levels of each student's academic preparation. The TSTC shall work with the Facility to modify its clinical program as necessary to accommodate the reasonable requirements of the Facility.
- 1.03 Provide Names of Students: Provide the names of students as soon as possible after registration for each semester, but in no event later than one week before the beginning of the placement at the Facility.
- 1.04 Pre-Placement Instruction: Provide pre-placement instruction to each student in accordance with standards mutually agreeable to both Parties, and to present for placement at the Facility only those students who have satisfactorily completed the pre-placement instructional program.
- 1.05 Instruction of Regulations and Procedures: Instruct its students assigned to the Facility with regard to general regulations and procedures which the Parties have agreed are necessary, including those regulations regarding:
 - a. Confidentiality of client/patient and Facility records and information.
 - b. Authority of Facility staff over patient care and Facility administrative operations.
- 1.06 Educational Records: Maintain all education records and reports relating to the educational program of its students placed at the Facility, and to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
- 1.07 Insurance: If applicable, inform each student submitted for placement of the requirement to have in force a policy of health insurance, and of the substantial monetary liability that the student might incur as a result of failure to have such insurance in force. Provide students with needlestick, accident, and professional liability insurance.
- 1.08 Immunizations: TSTC will provide Facility documentation that each student will be up to date on immunizations and screenings to include TDap, Measles-Mumps-Rubella vaccination or a titer proving immunity, Hepatitis B vaccine series or a titer proving immunity, Influenza Vaccination for the current vaccination year, Varicella vaccination or a varicella titer proving immunity and a TB screen within the last year prior to start of clinical rotation or require student to submit such documentation prior to clinical rotation.
- 1.09 Drug Screen: If required by the Facility, TSTC will ensure each student will have a drug screen upon enrollment into the program or if there is a break in enrollment, and submit it to Facility at the start of clinical rotation. Facility can request a drug screen at student's expense if the Facility suspects student impairment.

- 1.10 Background Check: TSTC will provide Facility with state and federal criminal background checks on student and all known student aliases if required by TSTC upon entry to the program or student shall undergo a criminal background check at his/her expense and submit results at the start of clinical rotation. Should the Facility require any additional background checks, Facility shall obtain the background checks at Facility's own expense.

Article 2. FACILITY RESPONSIBILITIES

- 2.01 Plan and Administer: Plan and administer all aspects of, retain primary and ultimate responsibility over the quality of, and have final responsibility, authority and supervision over all aspects of, patient care, clinical services, plant operations, etc. at its facilities.
- 2.02 Supervision of Student: Provide qualified supervision of TSTC students during their placement. Facility supervisory personnel may, in an emergency, or in certain cases based upon applicable standards of patient care, client service, plant operations, etc., temporarily relieve a student from a particular assignment or require that a student leave an area or department pending a final determination of the future status of the student by the Parties. TSTC students shall at all times abide by such supervision.
- 2.03 Placement of Students: Cooperate with TSTC in the planning and conduct of the student's placement in order that such placement is appropriate to the TSTC's educational objectives.
- 2.04 Facility: Make available to students the use of its cafeteria, conference rooms, dressing or locker rooms, library or any other appropriate facilities as available and required by the educational program, without charge except for food consumed by the students.
- 2.05 Pre-Placement Instruction: Provide the TSTC with all rules, regulations, procedures and information necessary for pre-placement instruction prior to the commencement of the academic term.
- 2.06 Release and Withdrawal of Student:
- a. Have the authority to refuse any student who has previously been discharged for cause, relieved of responsibilities for cause or who would not be eligible to be employed by the Facility. Facility shall notify TSTC of its refusal to accept a student and its reasons for doing so in writing, prior to the commencement of the academic term.
 - b. Have the authority to request the withdrawal of any student from their placement at Facility for reasonable cause related to the need for maintaining an acceptable level of patient care, client services, plant operations, etc., and TSTC shall immediately comply with such request. The request shall be in writing and shall state the reason(s) for the request.
 - c. In the event TSTC does not agree with the Facility's refusal to accept a student or request for withdrawal of a student placed at Facility, it shall provide the Facility with a written statement setting forth its reasons for any such disagreement within ten (10) business days after receipt of Facility's written notice.
- 2.07 Insurance: To maintain Comprehensive General Liability Insurance or its equivalent to the extent allowed by law, that covers its employees whenever the liability may exist. A certificate of insurance will be furnished to the TSTC upon request, indicating effective coverage and liability limits.
- 2.08 No Waiver of Claims: The Facility agrees that it will not require or request any students participating in the educational or clinical program under this Agreement to waive any claims the student may have against the Facility for injuries to persons or property including but not limited to injuries sustained while participating the program. The Facility acknowledges and agrees that any attempt to secure such a waiver is a violation of this Agreement, and such waivers are null and void.

- 2.09 Student Information: Acknowledge that the education records of students assigned to Facility are protected by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g. Further, Facility agrees to maintain the confidentiality of student educational records in accordance with the provisions of FERPA.
- 2.10 Notice of Regulatory Actions: The Facility shall provide written notice to TSTC, within twenty-four (24) hours, in the event of any patient care violation or citation identified or issued by any local, state, or federal regulatory, governing or accreditation agency. This includes any situation that could adversely affect students, TSTC faculty, patient care, or could be inconducive to student learning.
1. The notice to TSTC must include:
 - A description of the citation or violation notice received by the Facility.
 - The date the citation or violation notice was issued.
 - Any actions the Facility is required to take in response to the citation or violation notice.
 - The potential impact of the citation or violation notice on the Facility's operations and on TSTC, if applicable.
 2. Follow-Up: The Facility shall provide TSTC with updates regarding any corrective actions taken in response to the violation notice, including the resolution or closure of the issue.
 3. Confidentiality: Both parties agree to maintain the confidentiality of the details surrounding any citation or violation notice in accordance with applicable laws and regulations, except as necessary to protect the safety and well-being of TSTC's students and staff.

Article 3. MUTUAL RESPONSIBILITIES

- 3.01 Students Are Not Employees: Students assigned to this clinical, field or internship experience shall not be deemed to be employees of either Party and thus are not covered by TSTC or Facility for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose. Each student is placed with the Facility to receive this educational experience as a part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time shall students replace or substitute for any employee of the Facility. This provision shall not be deemed to prohibit the employment of any such student by either Party under a separate employment agreement. The TSTC shall notify each student of the contents of this paragraph.
- 3.02 Monetary Consideration: There shall be no monetary consideration paid by either Party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The Parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to the TSTC and the Facility.
- 3.03 Non-Teaching Designator: No provision of this Agreement shall prevent any patient, client, etc. from requesting not to be a teaching patient, client, etc. or prevent any member of the Facility's staff from designating any patient, client, etc. as a non-teaching patient, client, etc.
- 3.04 Extension of Rights: This Agreement is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Facility and the TSTC; without limiting the generality of the foregoing, no rights are intended to be created for any patient, client, etc., student, parent or guardian of any student, employer, or prospective employer of any student.

Article 4. TERM AND TERMINATION

- 4.01 Initial Term: This Agreement shall be effective upon execution and continue for an Initial Term of thirty-six (36) months.
- 4.02 Renewal Terms: This Agreement will automatically renew for two (2) consecutive twelve (12) month terms, unless TSTC provides written notice of non-renewal to the Facility prior to the expiration of the Initial Term.
- 4.03 Termination for Convenience: TSTC may terminate this Agreement, without cause, upon 30 days written notice to the Facility. Should notice of termination by TSTC be given, any student then placed at Facility for clinical, field or internship experience in any program shall be given the opportunity to complete the full program during that instructional period.
- 4.04 Loss of Funding: If the Agreement term is greater than one year, then performance by TSTC under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Texas State Technical College System (the "Board"), or any applicable state, federal, or governmental actions, including but not limited to changes in policies, laws, regulations, or funding availability. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, or any state, federal, or governmental actions result in the pause, loss, or reduction of necessary funding, then TSTC will issue written notice to Facility and TSTC may terminate the Agreement without further duty or obligation hereunder. Facility acknowledges that appropriation, allotment, and allocation of funds, as well as the impact of state, federal, or governmental actions, are beyond the control of TSTC.

Article 5. INDEMNIFICATION

- 5.01 FACILITY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TSTC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF FACILITY OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY FACILITY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND FACILITY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. FACILITY AND TSTC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE FACILITY TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TSTC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TSTC OR ITS EMPLOYEES.

Article 6. OTHER TERMS AND CONDITIONS

- 6.01 Venue; Governing Law: As required by Chapter 135 of the Texas Education Code, McLennan County or Travis County, Texas, will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without regard to conflict of law provisions.
- 6.02 Texas Public Information Act: Notwithstanding any provisions of this Agreement to the contrary, the Facility understands that TSTC will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

- 6.03 Amendments to Agreement: No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing, signed by both TSTC and the Facility.
- 6.04 Entire Agreement: This Agreement supersedes all prior agreements, written or oral, between Facility and TSTC and will constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended or altered except in writing signed by TSTC and Facility in approved Change Orders and memorialized in an amendment to this Agreement.
- 6.05 Sole Conduct: In the performance of their respective duties and obligations under this Agreement, both Parties are independent contractors, and neither is the agent, employee or servant of the other, and each is responsible for only its sole conduct.
- 6.06 Compliance with Laws: Each Party agrees to comply with and to be separately responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to their respective activities under this program. Both Parties promise to not discriminate on the basis of race, color, creed, age, sex, national origin, religion, or disability.
- 6.07 Counterparts: This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

Article 7. NOTICE

- 7.01 Any and all notices given under this Agreement shall be directed, in writing, to:

TSTC:

April Hernandez
Technical Faculty
300 Homer K Taylor Dr Sweetwater, TX 79556
april.hernandez@tstc.edu

With Copies to:

TSTC Office of Contract Administration
3801 Campus Drive
Waco, TX 76705
ContractAdmin@tstc.edu

FACILITY:

Veronica Gaytan
Administrative Coordinator
1517 Eugene Heimann Circle, Suite 400
Richmond, Texas 77469
veronica.gaytan@fortbendcountytexas.gov

IN WITNESS WHEREOF, duly authorized representatives of the Parties have agreed to the terms of this Agreement and thereby execute and deliver this Agreement to the other Party.

TEXAS STATE TECHNICAL COLLEGE

Brandon Hernandez

Brandon Hernandez (Apr 3, 2026 09:41:43 CDT)

Authorized Agent- Signature

Brandon Hernandez

Authorized Agent- Printed Name

Dean of Health Sciences

Title

04/03/2026

Date

FORT BEND COUNTY

Authorized Signature

Print Name

Title

Date

EXHIBIT B: REQUIRED DOCUMENTS

STUDENT CONFIDENTIALITY AGREEMENT

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

STUDENT PARTICIPATION FORM

STUDENT CONFIDENTIALITY AGREEMENT

I, _____ (“STUDENT”), will be participating in an internship experience (hereinafter “PROGRAM”) at Fort Bend County (hereinafter “COUNTY”) pursuant to an agreement between Fort Bend County and _____.

I, _____ (“STUDENT”), acknowledge, understand and agree that in the performance of my duties as an intern that I may come in contact with, or be provided with, confidential or proprietary information.

I, _____ (“STUDENT”), agree to maintain the confidentiality of any information deemed confidential by the COUNTY, including any and all patient, client or hospital information. I agree not to reveal to any person or persons, except authorized individuals, any specific confidential information including any specific patient or client information, except as required by law or as authorized by COUNTY.

I, _____ (“STUDENT”), agree that if a computer network account is made available to me for PROGRAM purposes that such information contained within the computer network may be confidential in nature, and will be treated as such by me. I will not remove, change, delete, modify, or copy any confidential computer records or any other records, without explicit consent from COUNTY.

I, _____ (“STUDENT”), further agree that all documents, data, reports, research, graphic presentation materials, etc., developed by Student as a part of its work under this Agreement, shall become the property of COUNTY upon completion of this Agreement, or in the event of termination or cancellation thereof.

STUDENT acknowledges that any violation of this Confidentiality Agreement is cause for disciplinary action, including administrative removal from the PROGRAM, and may also result in legal action by the COUNTY, patients, other governmental entities, or other individuals.

Dated this _____ day of _____, 20____

STUDENT Signature: _____

Witness Signature: _____

THIS WAIVER MUST BE FILLED OUT BY EACH USER. WHERE THE USER IS UNDER THE AGE OF 18, A WAIVER MUST BE FILLED OUT BY THE MINOR'S PARENT OR LEGAL GUARDIAN.

FORT BEND COUNTY
ACKNOWLEDGEMENT OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT

Notice: This is a legally binding agreement. Please read it thoroughly and understand its contents. THIS ACKNOWLEDGEMENT OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT sets forth the terms and conditions applicable for participation in Fort Bend County sponsored activities (herein referred to as "Activity") with Fort Bend County.

Participating in this Activity presents inherent dangers and risks, both anticipated and unanticipated, including all manner of injury (both physical and emotional), paralysis, death, damage to property or to other participants, or other losses. **NONETHELESS, I AGREE THAT I ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN TO ME.**

Following consideration and recognition of the inherent risks of participation in Activity, I, **RELEASE FROM LIABILITY** and **WAIVE THE RIGHT TO SUE** Fort Bend County, Texas, its employees, officers, volunteers, and agents (collectively "the County") from any and all claims, including those resulting from any physical injury, illness, death, pain or suffering, or economic loss, that I may suffer due to participation in this Activity, whether participation is supervised or unsupervised expressly **including but not limited to loss, injury or death caused or contributed to by the negligence or gross negligence of Fort Bend County and/or its employees, officers, volunteers and agents.**

If I require medical treatment, the County is authorized to obtain medical treatment for me. **I AGREE NOT TO HOLD THE COUNTY RESPONSIBLE FOR ANY CLAIMS RESULTING FROM ANY MEDICAL TREATMENT.**

I agree as Parent/Guardian of the below named minor child to indemnify and hold harmless Fort Bend County, its employees, officers, volunteers and agents (collectively "the County") from and against any and all claims made by the minor child arising out of or caused by, directly or indirectly, from any physical injury, illness, death, pain or suffering, economic loss, that the minor child may suffer due to participation in this activity **including but not limited to loss, injury or death caused or contributed to by the negligence or gross negligence of Fort Bend County and/or its employees, officers, volunteers and agents.**

I understand that this document is written to be as broad and inclusive as legally permitted by the State of Texas. I understand the legal consequences of signing this document including **(A) RELEASING COUNTY FROM ALL LIABILITY, (B) WAIVER OF MY RIGHT TO SUE COUNTY, AND (C) ASSUMPTION OF ALL RISKS OF PARTICIPATING IN THIS ACTIVITY.**

I agree that if any portion of this Release is held invalid or unenforceable, I will continue to be bound by the remaining terms. By my signature, I warrant that I am at least 18 years old; that I have the legal authority to sign this **RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT**, and that I sign it of my own free will.

Signature of Individual/Guardian: _____ Date: _____

Printed Name _____ Name of Minor Child (if any) _____

STUDENT PARTICIPATION FORM

STUDENT CONTACT INFORMATION:

Name: _____

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

DL: State: _____ **Number:** _____

Date of Birth: _____

In the event of an emergency, please contact: _____

Phone Number: _____

Allergies to medication or other special needs:

If I require medical treatment, the COUNTY is authorized to obtain medical treatment for me. I agree not to hold the COUNTY responsible for any claims resulting from any medical treatment.

By my signature, I warrant that I am at least 18 years old; that I have the legal authority to sign this STUDENT PARTICIPATION FORM and that I sign it of my own free will. In the event that the named STUDENT is a minor, I certify that I am the parent or legal guardian of the participant and have agreed to the terms described herein on behalf of my minor child.

Signature of Student: _____ Date: _____

Printed Name of Parent or Guardian (*if applicable*): _____