STATE OF TEXAS §
§
COUNTY OF FORT BEND §

VOLUNTEER AGREEMENT FOR COURSE EXPERIENCE FORT BEND COUNTY MEDICAL EXAMINER'S OFFICE

This Volunteer Agreement is entered into by Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter "County") and Alejandra Manzanares (First Name, Last Name) (hereinafter "Volunteer" and/or "Student"), with both sometimes referred to individually herein as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Volunteer is enrolled as a medical student in an educational program and desires to perform components of their clinical course experience (hereinafter "Program") at the Fort Bend County Medical Examiner's Office; 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)") who will be supervised by Fort Bend County staff at; 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, it is agreed by the parties that Volunteer is willing to donate their time and services to County and County is willing to accept such time and service by Volunteer; and

WHEREAS, the governing body of the County has duly authorized this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the County and Volunteer 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 Volunteer be considered an employee, agent, or servant 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 Volunteer be eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which County provides its employees.
6. Both parties agree that they will not discriminate against any person because of race, religion, color, gender, sexual orientation, national origin, age, disability, special disabled veteran's status, or any other protected status.
7. Without limitation of any provision set forth in this Agreement, Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statues, rules, and regulations.
8. Both parties agree that County shall have the right to refuse to allow Volunteers 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 Volunteer.
2. County will establish a timetable for each student based on the schedule provided by Volunteer under C1 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 Volunteer must be done with prior approval, by appropriate County Medical Examiner's Office personnel. Volunteer will not have independent authority.
5. County shall provide Volunteer with information regarding policies and procedures of County, and with orientation experience to ensure that Volunteer will be able to meet the requirements of the Program.
6. County shall have no obligation to furnish medicine or medical care to any Volunteer. County shall provide emergency care or first aid to participating student if required as a result of an accident occurring at County's Facility. Volunteer bears responsibility for the cost of such care as well as any follow-up care.
7. County shall provide an atmosphere for learning that is supportive and free of discrimination based on race, ethnicity, religion, gender, disability, or sexual preference.
8. County shall provide Students with essential conditions and material for their work,

including space, privacy, and technological supports.

9. County reserves the right to refuse participation of any Volunteer and to terminate participation by any Volunteer when, in the sole opinion of the County: (i) the Volunteer is deemed to be a risk to the County's employees, or to himself or herself, (ii) the Volunteer fails to meet or abide by the rules, regulations, policies and procedures of the County, (iii) the Volunteer's conduct is detrimental to the business or reputation of the County, (iv) the Volunteer fails to accept or comply with the direction of County staff, or (v) further participation by the Volunteer would be inappropriate. Volunteer shall comply with County's request of removal from Program and/or termination in the event that County determines that there is cause to do so.
10. The County representative for the Program is:

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

C. OBLIGATIONS OF VOLUNTEER

1. Volunteer will provide schedule for their supervised, clinical experiences to County at least three (3) weeks prior to each clinical placement.
2. Volunteer shall acquaint the designated County representative and staff with the goals, objectives, methods, and specific expectations of the Volunteer.
3. Volunteer shall notify County as soon as possible of their full name and arrival date.
4. When requested by County, Volunteer will be required to attend clinical orientation.
5. Volunteer will be informed 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.
6. Volunteer is required to provide to County a completed:

    a. Exhibit A – Volunteer Confidentiality Agreement,
    b. Exhibit B – Volunteer Assumption of Risk, Release, and Waiver of Liability, and
    c. Exhibit C – Volunteer Contact Information Form.

    All of which are attached to this Agreement.

7. Volunteer 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.
8. Volunteer shall, upon receipt of notice, notify County of any complaint, claim, investigation, or lawsuit involving Volunteer if that action is related to the educational experiences provided under this Agreement, or if that action could reasonably impact the Program.

9. Volunteer will adhere to County communicable disease reporting requirements.
10. Volunteer will assure County of Volunteer's reasonable proficiency of infectious disease control issues.
11. Volunteer is hereby notified 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 Volunteers, where applicable in the performance of duties required by County.
12. Volunteers shall 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:

    - ✓ Annual TB screen using the Mantoux method or PPD two-step testing process:
        - o The first step must have been completed within twelve (12) months prior to the commencement of the student's supervised, clinical experience; and
        - o The second step must have been complet4ed within one to three weeks after the first step was administered.
    - ✓ Hepatitis B immunity if required by a specific program of study;
    - ✓ Hepatitis B series, two MMRs, two varicella, or proof of immunity;
    - ✓ Current influenza vaccination;
    - ✓ Any other immunizations as required by laws;
    - ✓ Training on OSHA and tuberculosis guidelines; and
    - ✓ Current BLS Provider card.

13. Volunteer shall inform County in a timely manner of any change in the Volunteer's status, or curriculum during participation in Program.
14. Volunteer will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
15. Volunteer is required to be properly attired when reporting for clinical experience.
16. Volunteer will provide relevant background information on Volunteer as requested by the County to the extent permitted by law.
17. Volunteer shall respect the confidential nature of all information which they may obtain from clients and records of the County.
18. **HIPAA**. The parties agree that School 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.

D. INDEPENDENT CONTRACTORS/NO AGENCY

In the performance of duties and obligations as described in this Agreement, NO VOLUNTEERS 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 VOLUNTEER OR VOLUNTEER'S SCHOOL OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE VOLUNTEER OR VOLUNTEER'S SCHOOL.

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.

E. INDEMNITY

VOLUNTEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES 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 FACILITIES PURSUANT TO THIS AGREEMENT.

F. INSURANCE

Throughout the term of this Agreement, County shall obtain and maintain for Volunteer, at County's sole cost and expense, a policy of general liability insurance or Workers' Compensation insurance. Such policy shall remain in force at all times during the term of this Agreement and shall provide coverage to Volunteer for volunteer services provided under this Agreement. Any policy provided under this Agreement shall not be applicable for services provided beyond the scope of this Agreement. Volunteer is solely responsible for maintaining their own personal medical insurance through the term of this Agreement.

G. TERM AND TERMINATION

1. This Agreement shall become effective immediately upon execution by County and will continue in full force until September 30, 2027, unless terminated sooner in accordance

with the terms herein. This Agreement shall NOT automatically renew, but may be renewed upon written agreement of the parties.

2. Termination may occur on behalf of either party without cause upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein.
3. In the event that the Agreement is terminated, County may at, its own discretion, permit Volunteer to complete the Program.

H. MISCELLANEOUS TERMS

1. **HIPAA**. The parties agree that Volunteer shall 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, Volunteer shall not be considered to be employees of County for any other purpose.
2. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
3. **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.
4. 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.
5. All documents, data, reports, research, graphic presentation materials, etc., developed by Volunteer 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. Volunteer shall promptly furnish all such data and material to County on request.
6. **FERPA**. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), County has a legitimate educational interest in the educational records of the Volunteer/Student participating in the Program to the extent that access to the records are required by the County to carry out the Program. County agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
7. **BREACH BY VOLUNTEER**. The parties agree that a Volunteer's breach of County's policies concerning confidentiality shall be grounds for Volunteer discipline, including

but not limited to dismissal from the Program.

I. 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:
Stephen Pustilnik, M.D.
Chief Medical Examiner
3840 Bamore Road
Rosenberg, TX 77471
(832) 471-4000

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

If to Volunteer:
Name: Alejandra Manzanares
Address: [redacted]
Telephone: [redacted]

Either Party may change the address for notification by submitting ten (10) days' written notice of same to the other.

J. CONFIDENTIAL AND PROPRIETARY INFORMATION

1. Volunteer acknowledges that they 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 Volunteer 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 Volunteer 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 Volunteer) publicly known or is contained in a publicly available document; (b) is rightfully in Volunteer's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by Volunteer who can be shown to have had no access to the Confidential Information.
2. Volunteer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Volunteer 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. Volunteer shall use their best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Volunteer shall advise County immediately in the event Volunteer 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 Volunteer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Volunteer against any such person. Volunteer agrees that, except as directed by County, Volunteer 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, Volunteer will promptly turn over to County all documents, papers, and other matter in Volunteer's possession which embody Confidential Information.

3. Volunteer 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. Volunteer 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.
4. To the extent allowed by law, Volunteer, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
5. Volunteer expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Volunteer shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
6. Volunteer agrees to obtain prior written consent of County for publication of any articles relating to the clinical experiences occurring at County.
7. The Parties agree to protect the Volunteer's educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from Volunteer's educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

K. COMPLIANCE WITH LAWS

Volunteer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Volunteer shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

L. 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.

M. 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.

N. 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.

O. 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 Volunteer release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

P. 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.

Q. CONFLICT

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

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}

{Signature page to follow}

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

FORT BEND COUNTY

By:_____
County Judge

Date:_____

ATTEST:

_____
County Clerk

VOLUNTEER

_____
Signature

Alejandra Manzanares
Printed Full Name

_____
Title

8/20/2026
Date

APPROVED BY:

_____
Stephen Pustilnik, M.D.,
Chief Medical Examiner

APPROVED AS TO LEGAL FORM:

Kendralyn C. Jasper
Fort Bend County Attorney's Office

ATTACHMENTS: Exhibit A: Volunteer Confidentiality Agreement
Exhibit B: Volunteer Assumption of Risk, Release, and Waiver of Liability
Exhibit C: Volunteer Contact Information Form

i:\agreements\2027 agreements\medical examiner\general me affiliation agreement - medical students (23-medex-100835-a1)\general me affiliation agreement and release fy 2027 (kcj - 8.19.2026)

EXHIBIT A

FORT BEND COUNTY
VOLUNTEER CONFIDENTIALITY AGREEMENT

VOLUNTEER CONFIDENTIALITY AGREEMENT

I, Alejandra Manzanares ("VOLUNTEER"), will be participating as a Student in an internship experience at Fort Bend County pursuant to an agreement between the COUNTY and the.

I, Alejandra Manzanares ("VOLUNTEER"), acknowledge and agree to the following:

VOLUNTEER agrees that in the performance of their duties as a VOLUNTEER at the County that they may come in contact with, or be provided with, confidential or proprietary information.

VOLUNTEER 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.

VOLUNTEER further agrees that if computer network account is made available for VOLUNTEER purposes, that such information contained within the computer network is confidential information. VOLUNTEER will not remove any confidential computer records from COUNTY including paper records. VOLUNTEER agrees not to change, delete, modify, or remove any computer file that belongs to another person.

VOLUNTEER 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 COUNTY, patients, government, or other individuals.

Dated this 11th day of February, 2026

VOLUNTEER Signature: Alejandra C Manzanares

Signature of Parent (if VOLUNTEER is a minor):

Parent Printed Name (if VOLUNTEER is a minor):

Witness Signature:_____

Witness Name Printed : _____

EXHIBIT B
VOLUNTEER ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY

RELEASE OF LIABILITY

I, Alejandra Manzanares ("Volunteer"), have this day released and do hereby release, acquit and forever discharge Fort Bend County, and its officers, employees, agents, servants and all persons in privity with them of any and all claims and causes of action of any kind, at law or in equity, and from any liability for any and all damages, injuries, death, costs, pain and suffering, or expenses and from any other claim arising from or which may be alleged to arise from my use of any Fort Bend County facility ("Facilities").

I, Alejandra Manzanares, intend this release of liability to cover all situations that may occur while I participate in the PROGRAM at the Facilities.

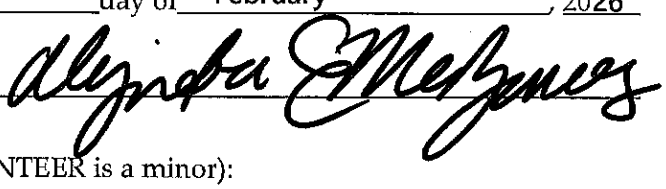
I, Alejandra Manzanares, agree to assume the risk of any personal injury, loss, or damage that may result from my participation in the PROGRAM at the Facilities. I know of no condition that would limit or preclude my participation in this PROGRAM. I understand that a photocopy of this authorization is as valid as the original.

If any part of this release is construed to be invalid by a court of law, such construction shall not invalidate the remainder of this instrument.

This Release shall extend to and be binding upon participant, its heirs, executors, administrators, successors, assigns and legal representatives. I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN FORT BEND COUNTY AND MYSELF AND SIGN IT OF MY OWN FREE WILL.

IN WITNESS WHEREOF, Participant hereby sets its hands to this instrument.

Dated this 11th day of February, 2026

VOLUNTEER Signature: 

Signature of Parent (if VOLUNTEER is a minor):

Parent Printed Name (if VOLUNTEER is a minor):

Witness Signature:_____

Witness Name Printed : _____

EXHIBIT C

VOLUNTEER CONTACT INFORMATION

VOLUNTEER CONTACT INFORMATION

Name: Alejandra Manzanares

Phone Number (H) [redacted] Work (W) [redacted] Cell (C) [redacted]

Drivers License/Identification: State: [redacted] Number: [redacted]

Date of Birth: [redacted]

In the event of an emergency, please contact: [redacted]

Emergency Contact Phone Number: ([redacted]

Relationship of Contact to Volunteer: [redacted]

Any known allergies or other special needs: [redacted]