

**AFFILIATION AGREEMENT
BETWEEN FORT BEND COUNTY AND WHARTON COUNTY JUNIOR COLLEGE**

This Affiliation Agreement is entered into by Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter COUNTY) and Wharton County Junior College (hereinafter SCHOOL).

RECITALS

WHEREAS, SCHOOL offers a Division of Allied Health Program and desires to have its enrolled students perform components of their clinical course experience (hereinafter PROGRAM) at COUNTY;

WHEREAS, COUNTY serves the general health and well-being of a broad community by providing public health services;

WHEREAS, COUNTY is willing to make facilities available to qualified students who will be supervised by Fort Bend County Clinical Health Services Staff;

WHEREAS, this Agreement services a public purpose; and

WHEREAS, the governing bodies of COUNTY and SCHOOL have duly authorized this Agreement.

I. BASIC TERMS

In consideration of the foregoing, and further consideration of the mutual promises, covenants, and conditions herein, the parties agree as follows:

- A. Both parties will share in the education process.
- B. No financial obligation shall be incurred by either party as a result of this Agreement.
- C. The Parties agree that at no time will students of SCHOOL be considered employees of COUNTY and therefore will not 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.
- D. The Parties shall not discriminate against any person because of race, color, age, sex, religion, national origin, or disability.

II. OBLIGATIONS OF COUNTY

- A. COUNTY will accept students assigned to facilities by SCHOOL staff.
- B. COUNTY will, under proper supervision, permit "hands on" experience at levels COUNTY determines to be appropriate based on the knowledge and training of the student.

III. OBLIGATIONS OF SCHOOL

- A. SCHOOL shall establish guidelines for student clinical eligibility for PROGRAM.
- B. SCHOOL shall be responsible for the provision of classroom theory and practical instruction to student prior to clinical assignments.
- C. SCHOOL shall be responsible for selection of students participating in PROGRAM
- D. SCHOOL shall ensure students attend clinical orientation as required by COUNTY.

- E. SCHOOL shall ensure that no student will be permitted to participate in PROGRAM without such results for drug testing, health care and criminal background checks being on file with COUNTY prior to student commencing participation.
- F. In cooperation with COUNTY, SCHOOL shall prepare schedules, ensure that COUNTY receives schedule and that COUNTY approves proposed schedule prior to sending students.
- G. SCHOOL shall ensure compliance with all COUNTY policies as provided to SCHOOL.
- H. SCHOOL shall supply COUNTY with proof of student health to include:
 - 1. Negative PPD test
 - 2. HBV vaccine or signed refusal
 - 3. Other immunizations as required by law
- I. SCHOOL shall ensure that Confidentiality Statement(s) have been completed by each student prior to participating in PROGRAM. See Exhibit "A" to this Agreement.
- J. **TO THE EXTENT ALLOWED BY LAW, SCHOOL AGREES TO AND SHALL HOLD HARMLESS COUNTY, ITS ELECTED 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 THE USE OF COUNTY'S FACILITIES BY SCHOOL'S STUDENTS, FACULTY AND/OR STAFF PURSUANT TO THIS AGREEMENT.**
- K. During the term of this Agreement, SCHOOL shall keep in full force professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, which shall extend to the activities contemplated under this Agreement and undertaken on COUNTY premises, covering both faculty and students, and shall provide COUNTY proof of said coverage upon return of this Agreement.
- L. SCHOOL shall adhere to COUNTY Communicable Disease Reporting requirements and will provide student education on blood born pathogens during initial training.
- M. SCHOOL shall inform COUNTY of any change in student(s) status during participation in PROGRAM.
- N. SCHOOL shall comply with COUNTY's request to remove a student(s) in the event that COUNTY determines that there is cause to do so.
- O. SCHOOL agrees to require all faculty and students utilizing COUNTY facilities to sign a Release of Liability that fully releases COUNTY of any and all claims with respect to illness or injuries sustained while engaged in activities pursuant to this Agreement. See Exhibit "B" to this Agreement.

IV. TERM AND TERMINATION

- A. The original term of this Agreement will begin upon execution by COUNTY and end September 30, 2013. Thereafter this Agreement shall automatically renew for one year terms, not to exceed a period of five years, unless thirty (30) days written notice of intent to terminate is given by either party to this Agreement.
- B. 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. If Agreement is terminated in this manner, COUNTY will permit any participating student to complete their assignment in PROGRAM.
- C. COUNTY may immediately terminate this Agreement without prior notification in the event that COUNTY determines that SCHOOL has breached this Agreement or failed to comply with law.

V. MISC. TERMS

- A. COUNTY retains responsibility and decision-making authority for all aspects of patient care
- B. No term or provision of this Agreement or act during the term of this Agreement shall be construed as making SCHOOL or any participating student the agent, servant or employee of County, or making SCHOOL or any of its students eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which COUNTY provides to its employees
- C. Medical care for any acute injury or illness students may experience while at Facilities will be provided; the cost of which is the sole responsibility of student.
- D. COUNTY reserves the right to prohibit student observation or participation in the event that a patient objects to same.
- E. 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.
- F. This Agreement is exclusively between the two named parties, and may not be assigned by any party without prior written consent to the other party.
- G. This Agreement shall be construed under and in accord with the laws of the State of Texas, Fort Bend County.

VI. NOTICE

- A. 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
301 Jackson
Richmond, Texas 77469
Attn: County Judge

If to SCHOOL:

Wharton County Junior College
911 Boling Highway
Wharton, Texas 77488

ATTN: _____

With copy to:

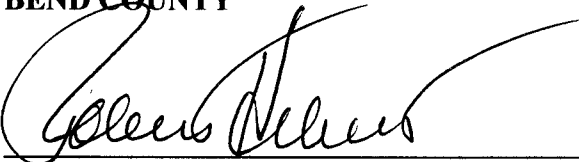
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A
Rosenberg, TX 77471
ATTN: Director

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

Signature page follows

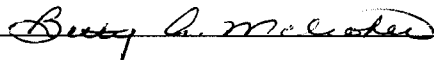
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

FORT BEND COUNTY

By: 
Robert E. Hebert, County Judge

Date: 3-6-12


WHARTON COUNTY JUNIOR COLLEGE

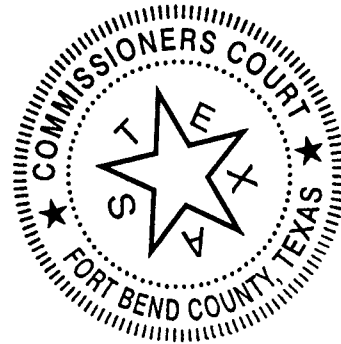
By: 

Printed Name and Title: Betty McCrohan, President

Date: 2-17-2012

ATTEST:


Dianne Wilson, County Clerk



STUDENT CONFIDENTIALITY AGREEMENT

The student, signing this confidentiality form below, acknowledges and agrees to the following.

Student agrees to maintain confidentiality of all patient information and all confidential hospital information. The undersigned, agrees not to reveal to any person or persons, except authorized individuals, any specific patient 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. 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 PROGRAM, and may also result in legal action by COUNTY, patients, government, or other individuals.

Dated this _____ day of _____, 20__.

PROGRAM Participant Signature: _____

Witness Signature: _____