

## **AFFILIATION AND PROGRAM AGREEMENT**

This Affiliation and Program Agreement is entered into by Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter COUNTY) and The University of Texas Medical Branch at Galveston, an institution of The University of Texas System and agency of the State of Texas (hereinafter SCHOOL).

### **RECITALS**

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

WHEREAS, SCHOOL offers instructional programs that promote the skills necessary for public health careers and desires to have its enrolled students perform a 120 contact hour public health practice experiences (hereinafter PROGRAM) at COUNTY;

WHEREAS, COUNTY has sufficient resources to permit student ("student", "Student", or "Participant") placement at one or more COUNTY facilities;

WHEREAS, this Agreement serves a public purpose; and

WHEREAS, the governing bodies of COUNTY and SCHOOL (the "parties" or "Parties") 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 obligations shall be incurred by either party for services rendered pursuant to this Agreement. Each party shall be responsible for its own costs pursuant to its performance under this Agreement.
- C. The Parties agree that at no time will SCHOOL students, faculty or staff 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 by SCHOOL staff to one or more COUNTY facilities who will be supervised by the Fort Bend County Director of Health and Human Services (the "Director"), or the Director's designee.
- 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 eligibility for PROGRAM.
- B. SCHOOL shall be responsible for the provision of classroom theory and practical instruction to students prior to PROGRAM assignments.
- C. SCHOOL shall be responsible for selection of students participating in PROGRAM
- D. SCHOOL shall ensure students attend PROGRAM orientation as required by COUNTY.
- E. SCHOOL shall ensure that no student will be permitted to participate in PROGRAM without results for drug testing, health care and criminal background checks being on file with COUNTY prior to commencing participation.
- F. In cooperation with COUNTY, SCHOOL shall prepare PROGRAM schedules, ensure that COUNTY receives PROGRAM schedules, and that COUNTY has approved proposed PROGRAM schedules prior to sending students.
- G. SCHOOL shall ensure its compliance with all COUNTY policies as provided to SCHOOL.
- H. SCHOOL shall supply COUNTY (or require Student to supply COUNTY) with proof of Participant health, which shall include documentation indicating:
  - 1. Negative PPD test;
  - 2. HBV vaccine or signed refusal; and
  - 3. Other immunizations as required by law or SCHOOL policy.
- I. SCHOOL shall ensure that Confidentiality Statement(s) have been completed by each Participant prior to participating in PROGRAM. See Exhibit "A" to this Agreement.
- J. **TO THE EXTENT ALLOWED BY LAW AND AUTHORIZED BY THE TEXAS CONSTITUTION, 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 PROGRAM PARTICIPATION BY SCHOOL'S STUDENTS, FACULTY AND/OR STAFF PURSUANT TO THIS AGREEMENT.**
- K. SCHOOL shall adhere to COUNTY Communicable Disease Reporting requirements and will provide student education on bloodborne pathogens during initial training.
- L. SCHOOL shall inform COUNTY of any change in student(s) status during participation in PROGRAM.
- M. 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.
- N. SCHOOL agrees to require all PROGRAM students, faculty and staff 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.
- O. SCHOOL agrees to advise all PROGRAM students, faculty and staff that they are not 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.

### IV. TERM AND TERMINATION

- A. The original term of this Agreement will begin upon execution by COUNTY and end September 30, 2014. Thereafter this Agreement shall automatically renew for one year terms, not to exceed a total of five years, unless sooner terminated as provided herein.

- B. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party in the manner and form provided for herein. If the Agreement is terminated in this manner, COUNTY will permit any currently participating student to complete their previously approved assignments 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 applicable law.

## **V. MISCELLANEOUS TERMS**

- A. COUNTY retains sole 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 PROGRAM students, faculty and staff the agent, servant or employee of County, or making PROGRAM students, faculty and staff 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 PROGRAM students, faculty and staff may experience during Program will be provided, the cost of which is the sole responsibility of the person receiving medical care.
- D. COUNTY reserves the right to prohibit student observation or participation in the event that a patient objects to same or COUNTY otherwise determines observation or participation is not appropriate.
- E. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in any exhibits or attachments identified herein. 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.

## **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:**

UTMB Dept. of Preventive Medicine &  
Community Health  
301 University Blvd.  
Galveston, Texas 77555-1153  
Attn: Director, Public Health Program


**With copy to:**

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

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


IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon signature by COUNTY.

**FORT BEND COUNTY**

By:   
Robert E. Hebert, County Judge

Date: 2-11-2014

**THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON**

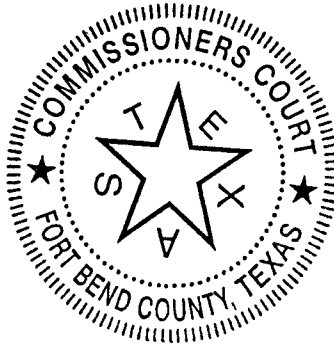
By:   
Danny O. Jacobs, MD, MPH  
Executive Vice President and Provost  
Dean, School of Medicine

Date: 1/22/14

Content Reviewed  
ASP/dpm

ATTEST: 

Dianne Wilson, County Clerk



## CONFIDENTIALITY AGREEMENT

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

Participant 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.

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

Participant 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: \_\_\_\_\_

Written Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

**EXHIBIT A**

STATE OF TEXAS           §  
                                     §  
COUNTY OF FORT BEND   §

**RELEASE OF LIABILITY**

I, \_\_\_\_\_ ("Participant"), 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 participation in UTMB's instructional programs (hereinafter "Program") held at one or more Fort Bend County Facilities (hereinafter "Facilities").

I, Participant, intend this release of liability to cover all situations that may occur while I participate in the Program.

I, Participant, agree to assume the risk of any personal injury, loss, or damage that may result from my participation in the Program. 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.

By: \_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

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

**Information of Participant**

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Occupation: \_\_\_\_\_

DL: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

In the event of an emergency, please contact: \_\_\_\_\_

**EXHIBIT B**