



**HEALTH & HUMAN SERVICES
Clinical Health Services Department
Fort Bend County, Texas**

281-342-6414 Office

281-342-7371 Fax

MEMORANDUM

County Judge
Received

MAR 29 2017

To: Donna Ospina, County Judge
From: Diane Guest, Clinical Health Services
Date: March 28, 2017
Re: (2) University of New England contracts

Hi Donna,

Please find attached (2) original signed documents from the University of New England for Judge Hebert's signature.

Thank you for all your kind assistance,

**Diane Guest
Clinical Health Services
281.238.3558**



UNIVERSITY OF
NEW ENGLAND

Office of Finance and Administration

Biddeford Campus
11 Hills Beach Road
Biddeford, ME 04005
(207) 283-0171 T
(207) 602-5907 F

Portland Campus
716 Stevens Avenue
Portland, ME 04103
(207) 797-7261 T
(207) 221-4890 F

www.une.edu

March 15, 2017

Ngombe Bitendelo, RN, BSN, MPH
Director of Clinical Health Services
Fort Bend County Health & Human Services
4520 Reading Road – Suite A-200
Rosenberg, TX 77471

RE: UNE-signed Affiliation Agreement

Dear Ngombe:

Enclosed please find two original copies of the Clinical Affiliation Agreement for Course Experience between the University of New England and Fort Bend County. Once available, please return a fully-signed copy of the agreement to me for our files by either email or U.S. mail.

Please let me know if I can help further.

Thank you!

Kelly Reissfelder
Contract Administrator
University of New England
11 Hills Beach Rd
Biddeford, ME 04005
(T) 207-602-2522
(E) kreissfelder@une.edu

Enclosures

BIDDEFORD CAMPUS
11 Hills Beach Road
Biddeford, Maine 04005
USA

PORTLAND CAMPUS
716 Stevens Avenue
Portland, Maine 04103
USA

TANGIER CAMPUS
Rue Abi Chouaib Doukkali
Tangier 90000
Morocco

STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

AFFILIATION AGREEMENT FOR COURSE EXPERIENCE

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 the University of New England, a not for profit private educational institution with campuses in Biddeford and Portland, Maine (hereinafter UNIVERSITY).

RECITALS

WHEREAS, COUNTY operates facilities located at 4520 Reading Road, Suite A-200, in the city of Rosenberg, State of Texas, and therein provides healthcare services;

WHEREAS, UNIVERSITY has a structured experiential program in Public Health (hereinafter, "Program" and as a part of the Program, students are required to have supervised practical experience and training in the subject matter of the Program

WHEREAS, this Agreement serves the general health and well-being of the community by providing public health services and therefore serves a public purpose; and

WHEREAS, COUNTY is willing to make facilities available to qualified students (hereinafter Student(s)) 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 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, the governing bodies of COUNTY and UNIVERSITY have duly authorized this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the COUNTY and UNIVERSITY hereby agree as follows:

I. BASIC TERMS

1. Both parties shall share in the education process.
2. Both parties agree that this Agreement confers no financial obligation on either party.
3. Both parties agree that at no time shall Students, faculty, or UNIVERSITY be considered employees, agents, or servants of COUNTY and therefore shall 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, shall UNIVERSITY, faculty, or Students be eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which COUNTY provides to its employees.
4. Both parties agree that no payment shall be made by the UNIVERSITY to the COUNTY or to

COUNTY'S employees and agents. The Program furnished to Students in connection with this Agreement is gratuitous and voluntary and shall be accomplished without any payment made by the UNIVERSITY to the COUNTY or to the COUNTY'S employees and agents.

5. The parties shall not discriminate against any person because of race, religion, color, gender, sexual orientation, national origin, age, disability, special disabled veteran's status, Vietnam- era veteran's status, or any other protected status.
6. 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.
7. The COUNTY representatives for the PROGRAM are:

Kaye Reynolds, DrPH
Deputy Director
Fort Bend County Health & Human Services
4520 Reading Road, Ste A-100
Rosenberg, TX 77471

Ngombe Bitendelo
Director of Clinical Health Services
4520 Reading Rd, Suite A-900
Rosenberg, Texas 77471

The UNIVERSITY representative or faculty advisor for the PROGRAM is:

Titilola Balogun, MBBS, MPH, DrPH
University of New England
Masters in Public Health Program
716 Stevens Ave.
Portland, ME 04103

II. OBLIGATIONS OF COUNTY

1. 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.
2. COUNTY will accept Students assigned by UNIVERSITY to facilities as assigned by COUNTY (hereinafter Facility).
3. COUNTY retains responsibility and decision-making authority for all aspects of COUNTY services and functions, including patient care.
4. COUNTY reserves the right to prohibit Student observation or participation in County services or functions.

III. OBLIGATIONS OF UNIVERSITY

1. UNIVERSITY shall establish guidelines for Student eligibility and be responsible for ensuring that all Students are eligible for participation in the PROGRAM.
2. UNIVERSITY shall be responsible for the provision of classroom theory and practical instruction to Student prior to clinical assignments or practicum experience.

3. When applicable, UNIVERSITY shall require Students to attend clinical orientation when requested by COUNTY.
4. UNIVERSITY shall provide a faculty advisor who is available for consultation and direction for the Student who is on practicum assignment with the COUNTY.
5. UNIVERSITY shall require Student to provide to the COUNTY such results for drug testing, health care and criminal background checks prior to Student being permitted to commence participation in the PROGRAM at the COUNTY including proof of:
 - a. Negative PPD test (commonly referred to as a TB test)
 - b. HBV vaccine or signed refusal
 - c. Other immunizations as required by laws.
6. In cooperation with UNIVERSITY, COUNTY shall prepare PROGRAM schedules for Students.
7. UNIVERSITY shall require faculty, and Students to comply with all COUNTY policies as provided to UNIVERSITY.
8. UNIVERSITY shall require Students to provide to COUNTY a signed completed Student Confidentiality Agreement prior to participating in PROGRAM at the COUNTY attached as Exhibit A to this Agreement.
9. UNIVERSITY shall adhere to COUNTY communicable disease reporting requirements and shall require Students to provide to COUNTY verification of successful completion of education on blood borne pathogens, when applicable.
10. UNIVERSITY shall inform COUNTY in a timely manner of any change in Student(s) status, curriculum, personnel, and learning opportunities during participation in PROGRAM.
11. UNIVERSITY shall comply with COUNTY's request to remove a Student(s) in the event that COUNTY determines that there is cause to do so.
12. UNIVERSITY agrees to require all faculty and Students utilizing COUNTY facilities to sign and provide to COUNTY 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, attached as Exhibit B to this Agreement.
13. UNIVERSITY shall provide COUNTY with completed Participant Contact Information, attached as Exhibit C to this Agreement.
14. Visits by UNIVERSITY and visits by UNIVERSITY'S faculty are welcome for purposes of planning and observation of Student with prior notification to COUNTY.

IV. INDEPENDENT CONTRACTORS/NO AGENCY.

In the performance of duties and obligations hereunder, NO UNIVERSITY 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 UNIVERSITY OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE UNIVERSITY. 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 the services which are the subject of this Agreement.

V. INDEMNITY

UNIVERSITY SHALL INDEMNIFY AND DEFEND DISTRICT AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF UNIVERSITY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF UNIVERSITY OR ANY OF UNIVERSITY'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

VI. INSURANCE

Prior to commencement of the Services, UNIVERSITY shall furnish COUNTY with properly executed certificates of insurance which shall evidence all insurance required and provide a letter stating the UNIVERSITY shall provide 30 days' notice to COUNTY of cancellation of its insurances. UNIVERSITY shall provide certified copies of insurance endorsements, if requested by COUNTY. UNIVERSITY shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates for any such insurance expiring prior to completion of Services. UNIVERSITY shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

During the term of this Agreement, UNIVERSITY shall keep in full force professional liability insurance in the amount of \$1,000,000 per claim and \$3,000,000 in the aggregate, which shall extend to the activities contemplated under this Agreement and undertaken on COUNTY premises, covering faculty and Students, and shall provide COUNTY proof of said coverage upon return of this Agreement. UNIVERSITY shall also keep in full force general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with an umbrella liability coverage in amounts not less than \$1,000,000.

VII. TERM AND TERMINATION

1. This Agreement shall become effective immediately upon execution by the parties as of the date below and will continue until December 31, 2017.
2. Thereafter, the Agreement shall renew for one year terms (January-December), not to exceed a period of four years, unless otherwise terminated as hereinafter provided.
3. Either party may terminate this Agreement without cause upon the giving of thirty (30) 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.

VIII. RIGHT TO REFUSE OR TERMINATE STUDENTS

1. The COUNTY reserves the right to refuse acceptance of any Student designated by the UNIVERSITY for participation 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.

2. The UNIVERSITY reserves the right to terminate a Student's participation in the Program when, in its sole discretion, further participation by the Student would be inappropriate.

IX. MISCELLANEOUS TERMS

1. Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
2. UNIVERSITY shall be responsible for equipment that is broken or damaged provided COUNTY provides evidence that such damage was caused by the negligence of Student.
3. UNIVERSITY shall require Students to be properly attired when reporting for clinical experience.
4. UNIVERSITY is responsible for the administrative functions related to the Student's experience including rotation, attendance, knowledge of infectious control issues and proficiency.
5. UNIVERSITY shall provide relevant background information on Students as requested by the COUNTY to the extent permitted by law.
6. UNIVERSITY shall be responsible for the final grading of the Students.
7. UNIVERSITY shall instruct their Students and faculty to respect the confidential nature of all information which they may obtain from clients and records of the COUNTY.
8. The parties agree that UNIVERSITY 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 45 CFR parts 160 and 164, as applicable. 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.
9. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
10. 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.
11. 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.
12. All documents, data, reports, research, graphic presentation materials, etc., developed by UNIVERSITY 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. UNIVERSITY shall promptly furnish all such data and material to COUNTY on request.
13. UNIVERSITY shall permit COUNTY, or any duly authorized agent of COUNTY, to inspect and examine the books and records of UNIVERSITY 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.

14. UNIVERSITY 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.

X. NOTICE

Any and all notices or communications required or permitted under this Agreement shall be effective on receipt when delivered in person or mailed, certified mail, return receipt requested, and shall be sent to the following:

If to COUNTY:	Fort Bend County 401 Jackson Richmond, Texas 77469 Attn: County Judge
With copy to:	Kaye Reynolds, DrPH Deputy Director, Health and Human Services 4520 Reading Road, Suite 200 Rosenberg, Texas 77471
If to UNIVERSITY:	University of New England 716 Stevens Ave. McDougal 207 Portland, ME 04103
With copy to:	Patricia A. Peard, Esquire Bernstein Shur 100 Middle Street P.O. Box 9729 Portland, Maine 04104

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

XI. CONFIDENTIAL AND PROPRIETARY INFORMATION

1. UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY) publicly known or is contained in a publicly available document; (b) is rightfully in UNIVERSITY'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 UNIVERSITY who can be shown to have had no access to the Confidential Information.

2. UNIVERSITY agrees to hold Confidential Information in strict confidence, using at least the same degree of care that UNIVERSITY 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. UNIVERSITY 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, UNIVERSITY shall advise COUNTY immediately in the event UNIVERSITY 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 UNIVERSITY shall at its expense cooperate with COUNTY in seeking injunctive or other equitable relief in the name of COUNTY or UNIVERSITY against any such person. UNIVERSITY agrees that, except as directed by COUNTY, UNIVERSITY shall 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, UNIVERSITY shall promptly turn over to COUNTY all documents, papers, and other matter in UNIVERSITY's possession which embody Confidential Information.
3. TEXAS PIA. UNIVERSITY 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 shall 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 UNIVERSITY 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.
4. UNIVERSITY agrees to obtain prior written consent of COUNTY for publication of any articles relating to the clinical experiences occurring at COUNTY.
5. HIPAA: To the extent applicable to this Agreement, each party agrees to comply with 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 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standard contained in 45 C.F.R. Parts 160, 162, and 164 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 ("Federal Electronic Transaction Regulations") all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements"). UNIVERSITY agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or Individually Identifiable Health Information (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement.

UNIVERSITY agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements.

6. UNIVERSITY in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
7. BREACH OF CONFIDENTIALITY. UNIVERSITY 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, shall 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. UNIVERSITY 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.
8. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the UNIVERSITY hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

XII. COMPLIANCE WITH APPLICABLE LAWS

BOTH UNIVERSITY and COUNTY 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, UNIVERSITY shall furnish COUNTY with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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 UNIVERSITY 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.

XVII. 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.

XVIII. CONFLICT

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

XIX. 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.

{Execution Page Follows}
{Remainder Intentionally Left Blank}

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

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

Date: _____

April 4, 2017

ATTEST:

Laura Richard

Laura Richard, County Clerk



UNIVERSITY OF NEW ENGLAND

By: _____

Nicole L. Labbe-Trufant, Vice-President of
Finance and Administration

Date: _____

3/15/17

EXHIBIT A

STUDENT CONFIDENTIALITY AGREEMENT

STUDENT CONFIDENTIALITY AGREEMENT

I, _____ ("STUDENT"), will be participating as a Student in an internship experience at Fort Bend County pursuant to an agreement between the COUNTY and the UNIVERSITY of New England.

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 PROGRAM, and may also result in legal action by COUNTY, patients, government, or other individuals.

Dated this _____ day of _____, 20____

STUDENT Signature: _____

Witness Signature: _____

EXHIBIT B
RELEASE OF LIABILITY

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 use of any Fort Bend County facility ("Facilities").

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

I, _____, 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.

By: _____
Signature

Printed Name: _____

Date: _____

EXHIBIT C

PARTICIPANT CONTACT INFORMATION

PARTICIPANT 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:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

University of New England
Biddeford, ME United States

Certificate Number:
2017-182428

Date Filed:
03/24/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-1-UNE

Clinical Affiliation Agreement between Fort Bend County and University of New England

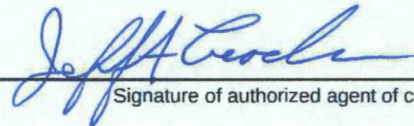
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

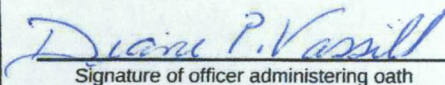
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jeffery A. Crocker, this the 27 day of March, 2017, to certify which, witness my hand and seal of office.


Signature of officer administering oath

DIANE P. VASSILL
Printed name of officer administering oath

Office Manager
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

University of New England
Biddeford, ME United States

Certificate Number:
2017-182428

Date Filed:
03/24/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
04/04/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-1-UNE
Clinical Affiliation Agreement between Fort Bend County and University of New England

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath