

**STATE OF TEXAS**

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**COUNTY OF FORT BEND**

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### **AFFILIATION AGREEMENT FOR PRACTICUM 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 George Washington University, on behalf of its Milken Institute School of Public Health, (hereinafter SCHOOL).

#### **RECITALS**

WHEREAS, SCHOOL offers a Masters of Public Health and desires to have its enrolled students perform components of their practicum experience (hereinafter PROGRAM) at COUNTY; and

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

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the COUNTY and SCHOOL 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 will Students, faculty, or SCHOOL be considered employees, agents, or servants 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 SCHOOL, faculty, or Students be eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which COUNTY provides to its employees. Both parties agree that at no time will COUNTY staff members be considered employees, agents, or servants of SCHOOL and therefore will not be eligible to receive payment for services rendered, replace a SCHOOL employee or possess authority to enter any form of agreement, binding or otherwise, on behalf of SCHOOL. At no time, will COUNTY staff members be eligible for the fringe benefits, such as retirement, insurance and worker's

- compensation, which SCHOOL provides to its employees.
4. Both parties agree that no payment shall be made by the SCHOOL 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 SCHOOL to the COUNTY or to the COUNTY'S employees and agents.
  5. Both parties agree that no payment shall be made by the COUNTY to the SCHOOL or to SCHOOL'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 COUNTY to the SCHOOL or to the SCHOOL'S employees and agents.
  6. 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.
  7. 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.
  8. 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

The SCHOOL representative or faculty advisor for the PROGRAM is:

The Milken Institute School of Public Health  
at the George Washington University  
950 New Hampshire Ave, NW, 7th Floor  
Washington, DC 20052

## 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 SCHOOL and COUNTY will assign Students to designated COUNTY facilities (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 SCHOOL**

1. SCHOOL shall establish guidelines for Student eligibility and be responsible for requiring that all Students are eligible for participation in the PROGRAM.
2. SCHOOL shall be responsible for the provision of classroom theory and practical instruction to Student prior to clinical assignments or practicum experience.
3. When applicable, SCHOOL shall require Students to attend clinical orientation when requested by COUNTY and when provided by COUNTY.
4. SCHOOL shall provide a faculty advisor who is available for consultation and direction for the Student who is on practicum assignment with the COUNTY.
5. SCHOOL 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. 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 SCHOOL, COUNTY shall prepare PROGRAM schedules for Students.
7. SCHOOL shall require faculty and Students to comply with all COUNTY policies as provided to SCHOOL.
8. SCHOOL shall require Students to provide to COUNTY a completed Student Confidentiality Agreement prior to participating in PROGRAM at the COUNTY attached as Exhibit A to this Agreement.
9. SCHOOL 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. SCHOOL shall inform COUNTY in a timely manner of any change in Student(s) status, curriculum, personnel, and learning opportunities during participation in PROGRAM.
11. 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.
12. SCHOOL agrees to require all 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. SCHOOL shall provide COUNTY with completed Participant Contact Information, attached as Exhibit C to this Agreement.
14. Visits by SCHOOL and visits by SCHOOL'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 SCHOOL 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 SCHOOL OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE SCHOOL. 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

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

#### VI. INSURANCE

Prior to commencement of the Services, SCHOOL shall furnish COUNTY with properly executed certificates of insurance which shall evidence all insurance required and provide a provision for 30 days' notice to COUNTY of cancellation. SCHOOL shall provide certified copies of certificates of insurance, if requested by COUNTY. SCHOOL 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. SCHOOL 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, SCHOOL 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. School 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. The term of this Agreement shall be for one five (5) years, commencing on January 1, 2017, and ending on December 31, 2022.
2. 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.

3. In the event that the Agreement is terminated, COUNTY may at, its own discretion, permit any participating Student to complete the PROGRAM.
4. This Agreement may be terminated at any time upon written mutual consent of the parties.

#### **VIII. RIGHT TO REFUSE OR TERMINATE STUDENTS**

1. The COUNTY reserves the right to refuse acceptance of any Student designated by the SCHOOL 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 SCHOOL 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. SCHOOL will be responsible for equipment that is broken or damaged due to Student's negligence.
3. SCHOOL will require Students to be properly attired when reporting for clinical experience, as determined by COUNTY.
4. SCHOOL is responsible for the administrative functions related to the Student's experience including rotation and attendance.
5. SCHOOL will provide relevant background information on Students as requested by the COUNTY to the extent permitted by law.
6. SCHOOL will be responsible for the final grading of the Students.
7. SCHOOL will 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 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 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. SCHOOL agrees that a Student's breach of COUNTY's policies concerning confidentiality shall be grounds for Student discipline by the COUNTY, including but not limited to dismissal from the PROGRAM.
  10. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
  11. 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.
  12. 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.
  13. All documents, data, reports, research, graphic presentation materials, etc., developed by SCHOOL 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. SCHOOL shall promptly furnish all such data and material to COUNTY on request.

#### **X. 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:	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 SCHOOL:	Steve Doherty The George Washington University Finance Director 950 New Hampshire, N.W., 7th Floor Washington, D.C. 20052 dohertys@gwu.edu

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

## **XI. CONFIDENTIAL AND PROPRIETARY INFORMATION**

1. SCHOOL 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 SCHOOL 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 SCHOOL 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 SCHOOL) publicly known or is contained in a publicly available document; (b) is rightfully in SCHOOL'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 SCHOOL who can be shown to have had no access to the Confidential Information.
2. SCHOOL agrees to hold Confidential Information in strict confidence, using at least the same degree of care that SCHOOL 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. SCHOOL 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, SCHOOL shall advise COUNTY immediately in the event SCHOOL 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 SCHOOL will at its expense cooperate with COUNTY in seeking injunctive or other equitable relief in the name of COUNTY or SCHOOL against any such person. SCHOOL agrees that, except as directed by COUNTY, SCHOOL 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, SCHOOL will promptly turn over to COUNTY all documents, papers, and other matter in SCHOOL's possession which embody Confidential Information.
3. SCHOOL 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. SCHOOL 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. SCHOOL in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
5. SCHOOL 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, to the extent permitted under Federal law. Any proprietary or confidential information marked as such provided to COUNTY by SCHOOL 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. SCHOOL agrees to obtain prior written consent of COUNTY for publication of any articles relating to the clinical experiences occurring at COUNTY.
7. SCHOOL and COUNTY each agree to comply, and the SCHOOL shall require that the Students comply, with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 C.F.R. Part 164 (the "Federal Security Regulations"). The SCHOOL and COUNTY each agree not to use or further disclose, and the SCHOOL shall require that the Students not use or further disclose, any protected health information, as defined in 42 U.S.C. § 1320d and 45 C.F.R. § 164.501 (collectively, the "Protected Health Information"), concerning a patient other than as permitted or required by this Agreement or otherwise authorized under HIPAA.

## **XII. COMPLIANCE WITH APPLICABLE LAWS**

BOTH SCHOOL 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, SCHOOL 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 SCHOOL 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.

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

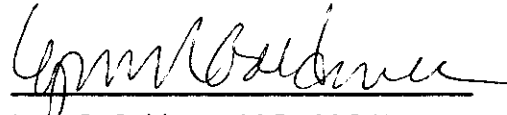
**FORT BEND COUNTY**

By:   
Robert E. Hebert, County Judge

Health

Date: 5-9-2017

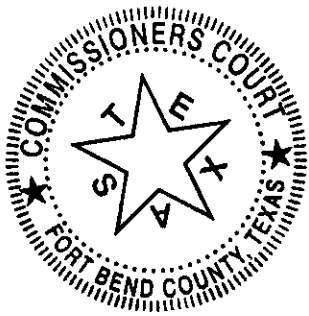
**THE GEORGE WASHINGTON UNIVERSITY**

  
Lynn R. Goldman, M.D., M.P.H.,  
Dean, Milken Institute School of Public

Date: 3/3/2017

ATTEST:

  
Laura Richard, County Clerk



# 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

Certificate Number:  
2017-181096

Date Filed:  
03/21/2017

Date Acknowledged:

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

GW Milken Institute School of Public Health  
Washington, DC United States

**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 Health and Human Services

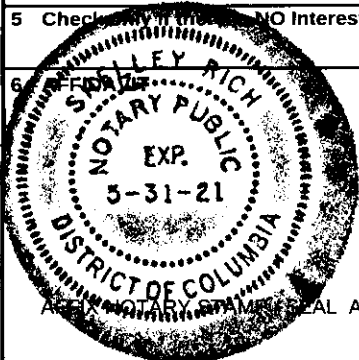
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

635100-GWU  
Ft. Bend County will provide field experience for GW SPH Online students for the practicums

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Martyn, Jo Ann	Washington, DC United States		X
	Maltzman, Forrest	Washington, DC United States	X	

5 Check  if there are NO interested parties.

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



SHELLEY RICH  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires May 31, 2021

*[Signature]*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Forrest Maltzman, this the 26 day of April, 2017, to certify which, witness my hand and seal of office.

*[Signature]* Signature of officer administering oath  
Shelley L Rich Printed name of officer administering oath  
Notary 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

Certificate Number:  
2017-181096

Date Filed:  
03/21/2017

Date Acknowledged:  
05/09/2017

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

GW Milken Institute School of Public Health  
Washington, DC United States

**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 Health and Human Services

**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.**

635100-GWU  
Ft. Bend County will provide field experience for GW SPH Online students for the practicums

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Martyn, Jo Ann	Washington, DC United States		X
	Goldman, Lynn	Washington, DC United States	X	

**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