

STATE OF TEXAS

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COUNTY OF FORT BEND

**AFFILIATION AGREEMENT  
BETWEEN FORT BEND COUNTY AND ABILENE CHRISTIAN UNIVERSITY**

This Affiliation Agreement is entered into by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners' Court, on behalf of the Fort Bend County Social Services Department, (hereinafter "COUNTY"), and ABILENE CHRISTIAN UNIVERSITY, a non-profit corporation in Abilene, Texas, acting herein by and through the governing body of the School of Social Work, (hereinafter "ACU"); collectively referred to hereinafter as "Parties."

**RECITALS**

THAT WHEREAS, COUNTY operates facilities by and through the Fort Bend County Social Services Department with a satellite office located at 4520 Reading Road, in the city of Rosenberg, State of Texas, (hereinafter "Facility") and therein provides an array of social services to meet the needs of individuals and families in Fort Bend County to enhance their quality of life; and

WHEREAS, ACU has a Social Work Program on its campus and is engaged in the operation of a Master of Science in Social Work (MSSW) curriculum, and desires to obtain social work field experience and education for student(s) enrolled in the School of Social Work at ACU through a minimum 400 hour up to 500 hour practicum at a qualified social work facility (hereinafter "PROGRAM"); and

WHEREAS, COUNTY is willing to make their Facility available to qualified students (hereinafter "Student" or "Students"), who will be designated by the faculty, the Field Liaison, of the ACU School of Social Work (hereinafter "Faculty"), and who will be supervised by qualified 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, this Agreement serves the general health and well-being of the community and therefore serves a public purpose; and

WHEREAS, the governing bodies of COUNTY and ACU have duly authorized this Agreement; and

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

## I. MUTUAL OBLIGATIONS

### Both Parties agree:

1. To work together to maintain an environment of quality field practice experiences for the Student(s) and quality client care for the residents of Fort Bend County.
2. That this Agreement confers no financial obligation on either party.
3. That participation in the PROGRAM is gratuitous and voluntary.
4. The confidentiality of client records shall be maintained at all times.
5. To provide adequate measures to protect the safety of the field student and in the event of an accident or incident, each party will submit an incident or accident report to the other party.
6. ACU and COUNTY will not discriminate against any person on the basis of a person's 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. To the extent applicable, both parties agree to comply with all regulations, guidelines, and standards, which are now or may be lawfully adopted under the above statutes, as well as any other federal, state, or local rules, regulations, and ordinances concerning persons with protected status.
7. Criminal background checks shall be required by COUNTY before a Student is assigned to the Program. ACU and County further agree that ACU and/or the field student will be solely responsible for the reasonable cost of the criminal background check. COUNTY will evaluate the results of the criminal background check and reserves the right not to accept a student if in its sole determination the findings are negative. *(See Page 5, Paragraph 11(d) for further details).*
8. The number of Students participating in the PROGRAM will be arranged jointly, with due consideration given to the availability of the COUNTY facility and resources, as well as the current needs of the COUNTY for such student participation.
9. COUNTY and ACU will evaluate the experience offered, formulate plans and suggest changes for the succeeding year, if applicable.
10. Where appropriate, COUNTY and ACU will work together to develop and coordinate appropriate social services research and service projects when applicable. All research and service projects will be agreed upon by the COUNTY, ACU, and Student(s) following all established institutional guidelines as related to research and/or service.
11. Visits by ACU and ACU'S faculty are welcome for purposes of planning and observation of Student(s) with prior notification to COUNTY.

## II. OBLIGATIONS OF FORT BEND COUNTY

### Fort Bend County agrees:

1. COUNTY will make facilities available that satisfy the PROGRAM goals, as determined by the COUNTY in collaboration with the ACU Faculty.
2. COUNTY will conduct a complete orientation for students addressing the policies and procedures of the COUNTY and the facilities of the COUNTY, and will provide the students with any necessary instructional material to be utilized during the PROGRAM.
3. COUNTY will appoint qualified and competent staff to serve as a Field Instructor to supervise assigned students for the PROGRAM. The designated staff member will be available for consultation with the faculty concerning the planning, implementation and evaluation of the Program as shall be necessary to carry out the goals of the PROGRAM and the terms of this Agreement. In the event the COUNTY does not have a field instructor who meets the ACU School of Social Work requirements for field instruction to supervise the social work student, ACU agrees to work with the COUNTY to provide a person qualified under the criteria to work with the COUNTY field instructor.
4. COUNTY will, under proper supervision, provide an opportunity for Student(s) to obtain a minimum of 400 field hours for foundation/first year students, 450 field hours for baccalaureate students, and/or 500 field hours for advanced/second year students and to permit "hands on" experience at levels COUNTY determines to be appropriate based on the knowledge and training of the Student.
5. COUNTY retains responsibility and decision-making authority for all aspects of COUNTY services and functions, including client care services.
6. COUNTY will notify ACU faculty immediately if a student's performance or health is unsatisfactory or detrimental to the COUNTY's health care and/or social service responsibilities.
7. COUNTY will complete an evaluation of the students' performance during the PROGRAM and provide assigned students with the opportunity to discuss their evaluation with the COUNTY staff or designee.
8. COUNTY reserves the right to refuse participation of any Student designated by the ACU 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. ACU shall comply with COUNTY's request to remove a Student(s) in the event that COUNTY determines that there is cause to do so.

9. That the COUNTY representative for the PROGRAM is:  
Kaye Reynolds, DrPH  
Deputy Director  
Fort Bend County Health & Human Services  
4520 Reading Road, Suite A-100  
Rosenberg, Texas 77471

### III. OBLIGATIONS OF ABILENE CHRISTIAN UNIVERSITY

#### Abilene Christian University agrees:

1. ACU will designate a fully qualified member of the faculty ("Faculty"), also known as the Field Liaison, to work directly with designated county staff in a mutual effort to further students' learning experience, and who will be charged with the responsibility of coordinating all activities between COUNTY and ACU and shall render all necessary assistance to the COUNTY with respect to any problems that may arise in the PROGRAM.
2. ACU will provide faculty oversight for the purposes of the PROGRAM who will be oriented to the community social service activities provided by the COUNTY and who will be available for the Student(s) for consultation and direction.
3. ACU will establish guidelines for Student(s) eligibility, including the Student(s) completion of a substantial segment of his/her required academic curriculum, and ensure that all Students meet eligibility requirements prior to PROGRAM participation.
4. ACU will designate qualified Student(s), whom Faculty believes is ready to perform in and benefit from field experience, to participate in the PROGRAM for a designated period of time. ACU agrees that such Student(s) participation in the PROGRAM is subject to the COUNTY's approval.
5. ACU will provide COUNTY staff participating in the PROGRAM with an orientation regarding evaluation procedures and forms utilized in rating student performance.
6. ACU will require Student(s) to attend an orientation, if such is provided by COUNTY, addressing the policies, procedures and facilities of the COUNTY.
7. ACU will provide COUNTY staff, if determined by ACU as having a legitimate educational interest in such information, with previous academic experiences of students for the purpose of planning and implementing the educational experiences for the students in the PROGRAM.
8. ACU will assure COUNTY of students' reasonable proficiency of social work principles.
9. The ACU representative or faculty advisor for the PROGRAM is:  
ABILENE CHRISTIAN UNIVERSITY  
Tom Winter, Director, School of Social Work  
Jennifer Shewmaker, Dean of CEHS  
1600 Campus Court  
Abilene, Texas 79699  
Tel: ( 325 ) 674-2072

ACU shall inform COUNTY in a timely manner of any changes in the information listed above.

10. ACU will adhere to COUNTY communicable disease reporting requirements.
11. ACU will obtain and maintain the following categories of records on all students assigned to the COUNTY:
  - a. Current vaccination records, including the annual flu vaccine and any other immunizations as required by law;
  - b. Criminal background checks and urine drug screening records, if applicable;
  - c. Verification of health insurance to cover injuries that students may incur while engaged in the PROGRAM at the Facility; and
  - d. Signed release of information forms to allow Criminal Record Background Check, Urine Drug Screen, and other pertinent data to be provided to the COUNTY for the PROGRAM and to the facilities where the student completes field learning experiences.
12. ACU or the Student will provide COUNTY with a copy of such vaccination records, results for drug testing, and criminal background checks, as outlined in Paragraph 11, prior to Student participation in the PROGRAM.
13. ACU will, through its Faculty Field Liaison, be responsible for:
  - a. Guidance, supervision and evaluation of the Student(s) learning experience;
  - b. Responsibility for final grading of the Student(s); and
  - c. Ensuring that Student(s) in the PROGRAM adhere to the COUNTY's specifications regarding attire.
14. ACU will notify and assure the Student(s) that he/she will be responsible for his/her own transportation, meals, and health care needs in the performance of this Agreement.
15. ACU will be responsible for equipment that is lost, broken and/or damaged due to Student's negligence and/or willful and wanton disregard of said County equipment.
16. ACU will inform COUNTY in a timely manner of any change in Student(s) status, or curriculum, or faculty advisor during participation in PROGRAM.
17. ACU will withdraw a student from the PROGRAM, in consultation with the appropriate COUNTY staff, when it is determined that the student's performance or health is detrimental to the COUNTY's health care and/or community social work responsibilities.
18. ACU will require its Faculty and Students to comply with all COUNTY policies.
19. ACU or the Student will provide to COUNTY the following completed documents prior to participation in the PROGRAM:
  - a. Student Confidentiality Agreement;
  - b. Student Assumption of Risk, Release, and Waiver of Liability; and
  - c. Student Participation Form.
  - d.

**All of which are attached to this Agreement as Exhibit A.**

#### IV. INDEPENDENT CONTRACTORS/NO AGENCY

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

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 an agency relationship, 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.

#### V. INDEMNITY

TO THE EXTENT ALLOWED BY LAW, ACU SHALL INDEMNIFY AND DEFEND COUNTY, ITS BOARD, EMPLOYEES OR AGENTS, AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ACU, ITS STUDENTS, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT OR INTENTIONAL ACT(S), ERROR(S), OR OMISSION(S) OF ACU, ACU'S STUDENTS, OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

#### VI. INSURANCE

ACU will assure that all Students participating in the PROGRAM have general liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate. Policy shall cover liability for bodily injury, personal injury and property damage and products/completed operations arising out of the scope of business or business operations of ACU and/or the policyholder. Said coverage shall remain in full force and effect at all times, both present and future, during the term of this Agreement.

ACU shall arrange for liability and malpractice insurance coverage acceptable to the County for its Faculty member(s) and/or Field Liaison assigned to the Facilities during the term of the PROGRAM.

**COVERAGE SHALL BE WITH A COMPANY ACCEPTABLE TO THE FORT BEND COUNTY RISK MANAGEMENT DEPARTMENT AND A COPY OF THE POLICY OR CERTIFICATE OF COVERAGE CONTAINING A STATEMENT OF THE EXTENT AND NATURE OF COVERAGE SHALL BE DELIVERED TO COUNTY ON OR BEFORE THE DATE OF COMMENCEMENT OF THIS AGREEMENT.**

ACU will assure that such insurance coverage will not be cancelled or materially altered unless the COUNTY is notified in writing at least thirty (30) days prior to such action. A decrease in the limits outlined above, unless approved by the COUNTY in writing, will require termination of this Agreement.

#### **VII. TERM**

1. This Agreement shall become effective as of the date of full execution by the Parties and will continue in full force until December 31, 2018.
2. Thereafter, this Agreement may renew upon written agreement of the Parties, and for a period not to exceed five years (through December 31, 2023), unless otherwise terminated as provided herein.

#### **VIII. TERMINATION**

1. Either party may terminate this Agreement without cause upon the giving of ten (10) days written notice to the other party in the manner and form provided for herein, or at any time mutually agreed upon by the Parties. The party wishing to discontinue the Agreement shall notify the other party in writing prior to the placement of student of an identified semester.
2. Notwithstanding the notice requirement, either party may terminate this Agreement or remove a student from the PROGRAM at any time if the terminating or removing party determines that the PROGRAM is jeopardizing student safety, client care or a party fails to perform any of the provisions of this Agreement and such failure undermines the purpose and intent of the Agreement.
3. In the event that the Agreement is terminated, COUNTY may at, its own discretion, permit any participating Student(s) to complete the PROGRAM.

#### **IX. 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:

Kaye Reynolds, DrPH  
Deputy Director,  
Fort Bend County Health and Human Services  
4520 Reading Road, Suite A-100  
Rosenberg, Texas 77471

With copy to: Fort Bend County  
Attn: County Judge  
401 Jackson, 1<sup>st</sup> Floor  
Richmond, Texas 77469

If to ACU: Abilene Christian University  
School of Social Work  
Attn: Rachel Slaymaker  
1600 Campus Court  
Abilene, Texas 79601

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

#### **X. CONFIDENTIAL AND PROPRIETARY INFORMATION**

ACU acknowledges that it and its students, 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 ACU or its students, employees or agents from COUNTY in the performance of this Agreement, including any reports or other documents or items (including software) that result from the use of Confidential Information, shall be deemed to be confidential information of COUNTY ("Confidential Information"). Confidential Information shall be deemed NOT to include information that (a) is or becomes (other than by disclosure by ACU) publicly known or is contained in a publicly available document; (b) is rightfully in ACU'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 ACU who can be shown to have had no access to the Confidential Information.

ACU agrees to hold Confidential Information in strict confidence, using at least the same degree of care that ACU 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, except as directed by COUNTY. ACU 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, ACU shall advise COUNTY immediately in the event ACU 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 ACU shall at its expense cooperate with COUNTY in seeking injunctive or other equitable relief in the name of COUNTY or ACU against any such person.



ACU agrees to obtain prior written consent of COUNTY for and prior to publication of any articles relating to the PROGRAM occurring at COUNTY. Upon termination of this Agreement or at COUNTY's request, ACU shall promptly turn over to COUNTY any documents, papers, and other matter in ACU's possession, which embody Confidential Information. ACU agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

#### **XI. TEXAS PUBLIC INFORMATION ACT.**

ACU 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 ACU 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.

#### **XII. 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 160-164 ("Federal Privacy Regulations", "Federal Security Regulations", and "Federal Electronic Transaction Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements"). ACU 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. ACU 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.

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 Student(s) nor ACU Faculty are or shall be considered to be employees of COUNTY for any other purpose.

### XIII. FERPA.

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the ACU hereby designates the COUNTY as a ACU official with a legitimate educational interest in the educational records of the 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 personally identifiable student information as required by the Family Educational Rights and Privacy Act ("FERPA"). As such, the COUNTY agrees that it will not publicly disclose, other than to those individuals with a legitimate educational interest, personally identifiable student information. If the COUNTY has a question as to whether disclosure is permissible in a particular instance under FERPA, the COUNTY should contact ACU for guidance.

### XIV. BREACH OF CONFIDENTIALITY.

ACU 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. ACU 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.

### XV. ADDITIONAL TERMS

1. **Compliance with Applicable Laws.** Both ACU 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.
2. **Right to Inspect.** ACU shall permit COUNTY, or any duly authorized agent of COUNTY, to inspect and examine the books and records of ACU for the purpose of verifying the amount of work performed under this Agreement. COUNTY's right to inspect survives the termination of this Agreement for a period of four years.
3. **Venue and 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.
4. **Assignment and Delegation.** 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. Neither party may delegate any

performance under this Agreement. Any purported delegation of performance in violation of this Section is void.

5. **Waiver.** The Parties may not amend or waive any part of this Agreement, except by a written agreement executed by both Parties.
6. **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. 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.
7. **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.
8. **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 ACU communicate about and/or release any material or information developed or received in the performance of this Agreement without the express written permission of COUNTY or where required by law.
9. **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.
10. **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.
11. **Conflict.** In the event there is a conflict between this Agreement and any attached exhibit(s) or attachments, this Agreement controls.

*{EXECUTION PAGE FOLLOWS}*

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IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All Parties further acknowledge that they have executed this Agreement voluntarily and of their own free will, thereby binding the Parties for the faithful and full performance of the terms and provisions of this Agreement as indicated by the signatures below.

**FORT BEND COUNTY**

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

Robert E. Hebert, County Judge

**ABILINE CHRISTIAN UNIVERSITY**

\_\_\_\_\_  
Robert Rhodes (Aug 1, 2018)

Authorized Agent- Signature

Date

8-14-2018

ATTEST:

\_\_\_\_\_  
Laura Richard

Laura Richard, County Clerk



Dr. Robert Rhodes

Authorized Agent- Printed Name

Provost

Title

Aug 1, 2018

Date

APPROVED:

**FORT BEND COUNTY  
HEALTH & HUMAN SERVICES**

\_\_\_\_\_  
Kaye Reynolds, DrPH  
Deputy Director

**ATTACHMENTS: EXHIBIT A - FBC REQUIRED DOCUMENTS:**

STUDENT CONFIDENTIALITY AGREEMENT  
STUDENT ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY  
STUDENT PARTICIPATION FORM

## FORT BEND COUNTY STUDENT CONFIDENTIALITY AGREEMENT

I, \_\_\_\_\_ ("STUDENT"), will be participating in social work field experience (hereinafter "PROGRAM") at Fort Bend County Social Services (hereinafter "COUNTY") pursuant to an agreement between Fort Bend County and Abilene Christian University (hereinafter "ACU").

I, \_\_\_\_\_ ("STUDENT"), acknowledge, understand and agree that in the performance of my duties as a Student intern that I may come in contact with, or be provided with, confidential or proprietary information.

I, \_\_\_\_\_ ("STUDENT"), agree to maintain the confidentiality of any information deemed confidential by the COUNTY, including any and all patient, client or hospital information. I agree 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.

I, \_\_\_\_\_ ("STUDENT"), agree that if a computer network account is made available to me for PROGRAM purposes that such information contained within the computer network may be confidential in nature, and will be treated as such by me. I will not remove, change, delete, modify, or copy any confidential computer records or any other records, without explicit consent from COUNTY.

I, \_\_\_\_\_ ("STUDENT"), further agree that all documents, data, reports, research, graphic presentation materials, etc., developed by Student 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.

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 the COUNTY, patients, other governmental entities, or other individuals.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

STUDENT Signature: \_\_\_\_\_

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

**PLEASE READ CAREFULLY! This is a legal document that affects your legal rights!**

**FORT BEND COUNTY  
STUDENT ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY**

I, \_\_\_\_\_, the "STUDENT," will be participating in a social work field experience (hereinafter "PROGRAM") at Fort Bend County, Texas and do hereby sign this **ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY**.

I, \_\_\_\_\_, the "STUDENT," **RELEASE FROM LIABILITY AND WAIVER THE RIGHT TO SUE** Fort Bend County, Texas, its employees, officers, volunteers, and agents (collectively "County") from any and all claims of any kind, including those resulting from any physical injury, illness, death, pain or suffering, or economic loss that I may suffer due to participation in PROGRAM.

I, \_\_\_\_\_, the "STUDENT," intend this **ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY FORM** to cover all situations that may occur while I participate in the PROGRAM.

I, \_\_\_\_\_, the "STUDENT," choose to voluntarily participate in this PROGRAM and understand that there are risks, such as physical injury, pain, suffering, temporary or permanent disability, which may occur from my participation in PROGRAM. These injuries or outcomes may arise from my or other's actions, negligence, inactions, or from the condition of the PROGRAM location. **NONETHELESS, I AGREE THAT I ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN TO ME.**

I understand that this document is written to be as broad and inclusive as legally permitted by the State of Texas. I understand the legal consequences of signing this document including: **(A) RELEASING COUNTY FROM ALL LIABILITY, (B) WAIVER OF MY RIGHT TO SUE COUNTY, AND (C) ASSUMPTION OF ALL RISKS OF PARTICIPATING IN PROGRAM.**

I agree that if any portion of this ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY is held invalid or unenforceable, I will continue to be bound by the remaining terms.

By my signature, I warrant that I am at least 18 years old, that I have the legal authority to sign this **ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY**, and that I sign it of my own free will. In the event that the named participant is a minor, I certify that I am the parent or legal guardian of the participant and have agreed to the terms described herein on behalf of my minor child.

Signature of Student Volunteer: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Student Volunteer: \_\_\_\_\_ DOB: \_\_\_\_\_

Printed Name of Parent or Guardian (if applicable): \_\_\_\_\_

## FORT BEND COUNTY STUDENT PARTICIPATION FORM

### STUDENT CONTACT INFORMATION:

Full Legal Name: \_\_\_\_\_

Preferred Name: \_\_\_\_\_

Contact Number: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

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

Name of College/University: \_\_\_\_\_

Insurance: \_\_\_\_\_ Policy # \_\_\_\_\_

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

Emergency Phone Number: \_\_\_\_\_

Special Medications, Blood Type or Pertinent Information:

\_\_\_\_\_

Allergies to medication and/or any other special needs or accommodations:

\_\_\_\_\_

If I require medical treatment, I hereby give my Consent to the COUNTY to obtain any medical treatment on my behalf, including the administration of medications and/or anesthesia as determined by a physician to be necessary for my welfare. I agree not to hold the COUNTY responsible for any claims resulting from any medical treatment. I understand and agree that I am solely responsible for any costs, fees and expenses incurred for medical treatment provided on my behalf.

By my signature, I warrant that I am at least 18 years old; that I have the legal authority to sign this STUDENT PARTICIPATION FORM and that I sign it of my own free will. In the event that the named STUDENT is a minor, I certify that I am the parent or legal guardian of the participant and have agreed to the terms described herein on behalf of my minor child.

Signature of Student: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Parent or Guardian (if applicable): \_\_\_\_\_

Signature of Parent or Guardian (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_