

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AFFILIATION AND PROGRAM AGREEMENT FOR COURSE EXPERIENCE
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER**

This Affiliation and Program Agreement for Course Experience (hereinafter "Agreement") is entered into by Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter "County") and The University of Texas Health Science Center on behalf of its Cizik School of Nursing (hereinafter "School"), a component institution of The University of Texas System.

RECITALS

WHEREAS, School offers undergraduate and graduate programs in nursing and desires to have its enrolled students perform components of their practicum experience (hereinafter "Program") at County; and

WHEREAS, County operates facilities located at 4520 Reading Road, Suite A-200, in the city of Rosenberg, State of Texas (hereinafter "Facility" or "Facilities") and therein provides healthcare services, and is willing to make Facilities available to qualified students (hereinafter "Student" or "Students") who will be supervised by County staff; and

WHEREAS, from time to time, School's faculty may be allowed on to Facilities who will be accompanied by County staff for the purpose of observation; 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 School have duly authorized this Agreement.

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. OBLIGATIONS OF PARTIES

1. Both parties will share in the education process.
2. Both parties agree that this Agreement confers no financial obligation on either party.

3. Both parties agree that nothing in this Agreement is construed as transferring responsibility from one party to another.
4. Both parties agree that participation in the Program is gratuitous and voluntary.
5. Both parties agree that at no time will Students, School's 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 its employees.
6. Both parties agree that they will 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. Without limitation of any provision set forth in this Agreement, parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations.
8. 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.
9. Both parties agree that County shall have the right to refuse to allow Students who are not judged to have requisite skills, attitudes, or previous training for proper provision of assigned tasks to participate in activities at Facility.
10. The County representative for the Program is:

Jacquelyn Minter, MD
Director
Fort Bend Health & Human Services
281-238-3569
Jacquelyn.minter@fortbendcountytexas.gov

II. OBLIGATIONS OF COUNTY

1. County will provide "hands on" learning experience, under proper supervision, in accordance with agreed upon learning objectives, skill development areas, and intended learning outcomes, at levels County determines to be appropriate based on the knowledge and training of the Student.
2. County retains responsibility and decision-making authority for all aspects of County services and functions, including patient care.
3. County shall assign a qualified supervisor to work with all Students and act as a liaison with the School faculty.
4. County shall provide Students with information regarding policies and procedures of County, and with orientation experience to ensure that Students will be able to meet the requirements of the Program.
5. County shall provide an atmosphere for learning that is supportive and free of discrimination based on race, ethnicity, religion, gender, disability, or sexual preference.

6. County shall provide Students with essential conditions and material for their work, including space, privacy, and technological supports.
7. County reserves the right to refuse participation of any Student designated by the School 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. 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.

III. OBLIGATIONS OF SCHOOL

1. School will establish Course and Practicum Description, including guidelines for Student eligibility, the provision of classroom theory and practical instruction, and ensure that all Students meet eligibility requirements prior to Program participation.
2. School shall assign only the number of Students mutually agreed upon by County and School.
3. School shall acquaint the designated County representative and staff with the goals, objectives, methods, and specific expectations of the School.
4. School will designate a representative or faculty advisor who is available to assist County personnel and Students of the Program and who will be responsible to maintain on-going contact with Facility's designated representative.

The School designated representative or faculty advisor for the Program is:

Felicia Hubbard
713-500-2070
713-500-2026 (fax)
felicia.a.hubbard@uth.tmc.edu

School shall inform County in a timely manner of any changes in the information listed above.

5. School shall inform any designated representative or faculty and Students about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of County.
6. School shall notify County as soon as possible of the names and arrival dates of Students.
7. When requested by County, School shall require Students to attend clinical orientation.
8. School will require inform Students and faculty members who are supervising Students about their obligation to maintain confidentiality of all County matters, proceedings, and information to the extent required by law, including but not limited to client records and information. This confidentiality shall extend beyond the termination of this Agreement.
9. School will require that Students provide to County a completed:

- a. Exhibit A - Student Confidentiality Agreement,
- b. Exhibit B - Student Assumption of Risk, Release, and Waiver of Liability, and
- c. Exhibit C - Student Participation Form.

All of which are attached to this Agreement.

- 10. School shall, upon receipt of notice, inform County of any adverse circumstances to which County may be exposed as a result of the behaviors deemed to be dangerous of a Student.
- 11. School shall, upon receipt of notice, notify County of any complaint, claim, investigation, or lawsuit involving a Student if that action is related to the educational experiences provided under this Agreement, or if that action could reasonably impact the Program.
- 12. School will adhere to County communicable disease reporting requirements.
- 13. School will assure County of Student's reasonable proficiency of infectious disease control issues.
- 14. School shall notify Students about their obligation to comply with County policies and procedures, state law, and OSHA borne and tuberculosis pathogen regulations in the training, vaccination testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by County.
- 15. School shall require Students to provide to the County such results for drug testing, health care, and criminal background checks prior to Student participation in the Program including proof of a:
 - a. PPD test (commonly referred to as a TB test);
 - b. HBV vaccine or signed refusal; and
 - c. Any other immunizations as required by laws.
- 16. In cooperation with School, County shall prepare Program schedules for Students.
- 17. School understands and agrees that Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
- 18. School will be responsible for equipment that is broken or damaged by Student or because of Student's intentional act or negligence.
- 19. School will be responsible for the final grading of Student.
- 20. School shall inform County in a timely manner of any change in Student(s) status, or curriculum, or faculty advisor during participation in Program.
- 21. Visits by School and School's faculty are welcome for purposes of observation of Student with prior notification to County.

IV. INDEMNITY

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO AND SHALL HOLD HARMLESS THE OTHER PARTY, ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEY'S FEES, BODILY INJURY, SICKNESS, DISEASE OR DEATH ARISING FROM OR WHICH MAY BE ALLEGED

TO ARISE FROM EITHER PARTY'S USE OF COUNTY'S FACILITIES PURSUANT TO THIS AGREEMENT.

V. INSURANCE

Prior to commencement of the Services, School shall furnish County with properly executed certificates of insurance which shall evidence all insurance required. School shall provide 30 days' notice to County of cancellation. School shall provide certified copies of insurance endorsements, 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 School shall provide County proof of said coverage upon return of this Agreement. School, as a Texas state agency, does not maintain general liability insurance. However, School has sufficient resources for all claims for which it may be responsible for under the Texas Tort Claims Act for property damage, personal injury, or death cause by the negligent acts or omissions of an employee acting within the course and scope of their employment. Employees of the School are provided workers' compensation under a self-insured plan authorized by Texas Labor Code, Chapter 503. The parties acknowledge that Students are not employees of the School.

VI. TERM AND TERMINATION

1. This Agreement shall become effective immediately upon execution by both parties and will continue in full force until December 31, 2021, unless terminated sooner in accordance with the terms herein.
2. Thereafter, this Agreement shall automatically renew for one year terms, not to exceed a period of four (4) years, unless otherwise terminated sooner as hereinafter provided.
3. Termination may occur on behalf of either party without cause upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein.
4. In the event that this Agreement is terminated, County may at, its own discretion, permit any participating student to complete the Program.

VII. 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 require Students to be properly attired when reporting for clinical

- experience.
3. School is responsible for the administrative functions related to the Student's experience including rotation, attendance, knowledge of infectious control issues and proficiency.
 4. School will provide relevant background information on Students as requested by the County to the extent permitted by law.
 5. 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.
 6. **TEXAS PIA.** Each party expressly acknowledges that the other party is subject to the Texas Public Information Act, TEX.GOV'T CODE ANN. § 552.001 *et seq.*, as amended, and notwithstanding any provision in this Agreement to the contrary, each party will make any information related to this Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided by one party to the other party 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 Texas Attorney General of the reasons why such information should not be disclosed. The terms and conditions of this Agreement are not proprietary or confidential information.
 7. School agrees to obtain prior written consent of County for publication of any articles relating to the clinical experiences occurring at County under this Agreement.
 8. **HIPAA.** 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 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 CFR parts 160-164 ("Federal Privacy Regulations," "Federal Security Regulations," and "Federal Electronic Transaction Regulations"), as applicable and all as may be amended from time to time, and all collectively referred to herein as "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 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. **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.
 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 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.
13. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), the School hereby designates the County as a School 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 the educational records in accordance with the provisions of FERPA.
14. **RIGHT TO INSPECT.** School will permit County, or any duly authorized agent of County, to inspect and examine the books and records of School 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 (4) years.
15. **COMPLIANCE WITH APPLICABLE LAWS.** School 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, School shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

VIII. 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
 Attn: County Judge
 401 Jackson Street, 1st Floor
 Richmond, Texas 77469

With copy to: Jacquelyn Johnson-Minter, MD, MBA, MPH
 Director and Local Health Authority
 Fort Bend County Health & Human Services
 4520 Reading Road, Suite A
 Rosenberg, Texas 77471

If to SCHOOL: The University of Texas Health Science Center at
 Houston
 Cizik School of Nursing
 6901 Bertner Ave., Rm 865
 Houston, Texas 77030
 ATTN: Felicia Hubbard

Either party may change the address for notification by submitting written notice of

same to the other.

IX. 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, subject to all applicable laws and regulations, 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 laws.

X. 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 this Agreement shall be construed to waive the either party's sovereign immunity.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. CONFLICT

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

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 this 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.

{Remainder of page intentionally left blank}

{Execution to follow}

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

FORT BEND COUNTY

**The University of Texas Health
Science Center at Houston**

By: KP George
KP George, County Judge

Michael R Blackburn
Signature – Authorized Agent

Michael Blackburn, PhD

Printed Name

EVP, Chief Academic Officer

Title

Date: 11-23-2021

ATTEST:

Laura Richard
Laura Richard, County Clerk



11/11/2021

Date

APPROVED BY:

J. Johnson-Minter, MD
Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH
Director of Health and Human Services

APPROVED AS TO LEGAL FORM
on behalf of UTHealth

By dsf 11/11/2021

ATTACHMENTS: Exhibit A: Student Confidentiality Agreement
Exhibit B: Release of Liability
Exhibit C: Participant Contact Information

EXHIBIT A

FORT BEND COUNTY 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.

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: _____

Signature of Parent (if STUDENT is a minor):

Parent Printed Name (if STUDENT is a minor):

Witness Signature: _____

Witness Name Printed : _____

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.

Dated this _____ day of _____, 20____

STUDENT Signature: _____

Signature of Parent (if STUDENT is a minor):

Parent Printed Name (if STUDENT is a minor):

Witness Signature: _____

Witness Name Printed : _____

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: _____

Emergency Contact Phone Number: (_____) _____

Relationship of Contact to Student: _____

Any known allergies or other special needs: _____

_____.