

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

I. 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 they will not discriminate against any person because of race, religion, color, gender, sexual orientation, national origin, age, disability, special disabled veteran's status, or any other protected status.
6. 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.
7. Both parties mutually agree that the number of Students participating in the PROGRAM will be arranged jointly, with due consideration given to the educational material available.
8. 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.
9. The COUNTY representative for the PROGRAM is:

Letosha Gale-Lowe, MD
Director, Fort Bend County Health & Human Services

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 Health Program Director.
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 support.
7. COUNTY reserves the right to refuse participation of any Student designated by the UNIVERSITY 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. UNIVERSITY shall comply with COUNTY's request to remove a Student(s) in the event that COUNTY determines that there is cause to do so.

III. OBLIGATIONS OF UNIVERSITY

1. UNIVERSITY 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. UNIVERSITY shall assign only the number of Students mutually agreed upon by COUNTY and UNIVERSITY.
3. UNIVERSITY shall acquaint the designated COUNTY representative and staff with the goals, objectives, methods, and specific expectations of the UNIVERSITY.
4. UNIVERSITY 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 UNIVERSITY designated representative or faculty advisor for the PROGRAM is:

Kimberly Baker, DrPH, MPH
Assistant Professor and Assistant Dean of Practice

- UNIVERSITY shall inform COUNTY in a timely manner of any changes in the information listed above.
5. UNIVERSITY shall inform any designated representative or faculty and Students about their obligation to adhere strictly to all applicable administrative polices, rules, standards, schedules, and practices of COUNTY.
 6. UNIVERSITY shall notify COUNTY as soon as possible of the names and arrival dates of Students.
 7. When requested by COUNTY, UNIVERSITY shall require Students to attend an orientation.
 8. UNIVERSITY 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. UNIVERSITY will inform Students of the requirement to provide to COUNTY a completed:

- a. Student Confidentiality Agreement,
- b. Acknowledgement of Risk, Release and Waiver of Liability, and
- c. Student Participation Form.

All of which are attached to this Agreement as Exhibit A: Required Documents.

10. UNIVERSITY 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. UNIVERSITY 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. UNIVERSITY will adhere to COUNTY communicable disease reporting requirements.

13. UNIVERSITY will assure COUNTY of Student's reasonable proficiency of infectious disease control issues.

14. UNIVERSITY shall notify Students about their obligation to comply with COUNTY policies and procedures, state law, and Occupational Safety and Health Administration ("OSHA") bloodborne 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. UNIVERSITY shall inform Students of the requirement 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. UNIVERSITY understands and agrees that Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.

17. UNIVERSITY, to the extent permitted by law, will be responsible for equipment that is broken or damaged by Student or because of Student's intentional act or negligence.

18. UNIVERSITY will be responsible for the final grading of Student.

19. UNIVERSITY shall inform COUNTY in a timely manner of any change in Student(s) status, or curriculum, or faculty advisor during participation in PROGRAM.

20. Visits by UNIVERSITY and UNIVERSITY'S faculty are welcome for purposes of observation of Student with prior notification to COUNTY.

IV. INDEPENDENT CONTRACTOR/NO AGENCY

In the performance of duties and obligations as described in this Agreement, NO UNIVERSITY FACULTY, STUDENTS, EMPLOYEES, OR AGENTS SHALL, FOR ANY PURPOSE, BE DEEMED TO BE AN AGENT, SERVANT OR EMPLOYEE OF THE COUNTY OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE COUNTY. NO EMPLOYEE OR AGENT OF THE COUNTY SHALL, FOR ANY PURPOSE, BE DEEMED TO BE AN AGENT, SERVANT OR EMPLOYEE OF THE UNIVERSITY OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE UNIVERSITY.

Neither party shall withhold on behalf of the employees of the other, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or the manner in which their employees or agents perform 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, UNIVERSITY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF UNIVERSITY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF UNIVERSITY OR ANY OF UNIVERSITY'S AGENTS, SERVANTS OR EMPLOYEES.

VI. INSURANCE

The liability of the UNIVERSITY for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code ("Act"), Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. The UNIVERSITY is financially responsible for the liability imposed under the Act, up to the limits set forth above. By executing this Agreement, UNIVERSITY has not waived its sovereign immunity. The UNIVERSITY is self-insured for Workers' Compensation Insurance provided by Chapter 503 of the Texas Labor Code. Benefits are provided in accordance with the provisions of that law.

VII. TERM

1. This Agreement shall become effective as of the date of full execution by the parties and shall remain in effect until the end of UNIVERSITY's academic year, including summer.
2. Thereafter, this Agreement shall automatically renew for additional terms of one (1)

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 UNIVERSITY) publicly known or is contained in a publicly available document; (b) is rightfully in UNIVERSITY's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of UNIVERSITY who can be shown to have had no access to the Confidential Information.

UNIVERSITY agrees to hold Confidential Information in strict confidence, using at least the same degree of care that UNIVERSITY uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever, except as directed by COUNTY. UNIVERSITY shall use its best efforts to assist COUNTY in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, UNIVERSITY shall advise COUNTY immediately in the event UNIVERSITY learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and UNIVERSITY shall at its expense cooperate with COUNTY in seeking injunctive or other equitable relief in the name of COUNTY or UNIVERSITY against any such person.

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

B. TEXAS PUBLIC INFORMATION ACT. Both UNIVERSITY and COUNTY expressly acknowledge that both UNIVERSITY and COUNTY are subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and not withstanding any provision in this Agreement to the contrary, both parties shall 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 to either requesting 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 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.

C. 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"). UNIVERSITY agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or Individually Identifiable Health Information (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. UNIVERSITY agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements.

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.

D. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the UNIVERSITY hereby designates the COUNTY as a UNIVERSITY 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.

E. BREACH OF CONFIDENTIALITY. UNIVERSITY acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, shall give rise to irreparable injury to COUNTY that is inadequately compensable in damages. Accordingly, COUNTY, to the extent permitted by law, may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. UNIVERSITY acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of COUNTY and are reasonable in scope and content.

XI. ADDITIONAL TERMS

- 1. Compliance with Applicable Laws.** Both UNIVERSITY and COUNTY shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- 2. 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 either party's sovereign immunity.

3. **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.
4. **No Third Party Beneficiary.** This Agreement is entered into by and between Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
5. **No Assumption of Liability.** Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
6. **Waiver.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
7. **Non-Performance.** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, epidemics, failure of transportation, strikes or other work interruptions by either Party's
8. **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.
9. **Authority.** Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of this Agreement.
10. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, inoperative, unenforceable, or contrary to applicable law, statute, regulation, or County or University policies, that part of the Agreement shall be reformed, if reasonably possible, to comply with applicable law, statute, or regulations and in any event, the remaining provisions shall remain in full force and effect, if reasonably possible.
11. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of COUNTY. Under no circumstances whatsoever, shall UNIVERSITY release any material or information developed or received in the performance of this Agreement without the express written permission of COUNTY or where required by law.
12. **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.

13. **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.
14. **Conflict.** In the event there is a conflict between this Agreement and the attached exhibit(s) or attachments, this Agreement controls.


IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below. The effective date of this Agreement will be the date of the last signature below.

FORT BEND COUNTY

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
HOUSTON**



KP George, County Judge



Kevin Morano, PhD
Senior Vice President,
Academic & Faculty Affairs

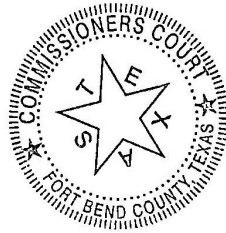
5.14.2024

Date

04/25/2024

Date

ATTEST:






Laura Richard, County Clerk

APPROVED AS TO LEGAL FORM
on behalf of UTHealth
By dsl 4/25/2024

APPROVED BY:



Letosha Gale-Lowe, MD
Director of Health and Human Services

ATTACHMENTS: Exhibit A: Required Documents
Student Confidentiality Agreement
Acknowledgement of Risk, Release and Waiver of Liability
Student Participation Form

EXHIBIT A: REQUIRED DOCUMENTS

STUDENT CONFIDENTIALITY AGREEMENT

**ACKNOWLEDGEMENT OF RISK, RELEASE AND WAIVER OF
LIABILITY**

STUDENT PARTICIPATION FORM

STUDENT CONFIDENTIALITY AGREEMENT

I, _____ (“STUDENT”), will be participating in an internship experience (hereinafter “PROGRAM”) at Fort Bend County (hereinafter “COUNTY”) pursuant to an agreement between Fort Bend County and _____.

I, _____ (“STUDENT”), acknowledge, understand and agree that in the performance of my duties as an 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: _____

THIS WAIVER MUST BE FILLED OUT BY EACH USER. WHERE THE USER IS UNDER THE AGE OF 18, A WAIVER MUST BE FILLED OUT BY THE MINOR'S PARENT OR LEGAL GUARDIAN.

**FORT BEND COUNTY
ACKNOWLEDGEMENT OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT**

Notice: This is a legally binding agreement. Please read it thoroughly and understand its contents.

THIS **ACKNOWLEDGEMENT OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT** sets forth the terms and conditions applicable for participation in Fort Bend County sponsored activities (herein referred to as "Activity") with Fort Bend County.

Participating in this Activity presents inherent dangers and risks, both anticipated and unanticipated, including all manner of injury (both physical and emotional), paralysis, death, damage to property or to other participants, or other losses. **NONETHELESS, I AGREE THAT I ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN TO ME.**

Following consideration and recognition of the inherent risks of participation in Activity, I, **RELEASE FROM LIABILITY** and **WAIVE THE RIGHT TO SUE** Fort Bend County, Texas, its employees, officers, volunteers, and agents (collectively "the County") from any and all claims, including those resulting from any physical injury, illness, death, pain or suffering, or economic loss, that I may suffer due to participation in this Activity, whether participation is supervised or unsupervised expressly **including but not limited to loss, injury or death caused or contributed to by the negligence or gross negligence of Fort Bend County and/or its employees, officers, volunteers and agents.**

If I require medical treatment, the County is authorized to obtain medical treatment for me. **I AGREE NOT TO HOLD THE COUNTY RESPONSIBLE FOR ANY CLAIMS RESULTING FROM ANY MEDICAL TREATMENT.**

I agree as Parent/Guardian of the below named minor child to indemnify and hold harmless Fort Bend County, its employees, officers, volunteers and agents (collectively "the County") from and against any and all claims made by the minor child arising out of or caused by, directly or indirectly, from any physical injury, illness, death, pain or suffering, economic loss, that the minor child may suffer due to participation in this activity **including but not limited to loss, injury or death caused or contributed to by the negligence or gross negligence of Fort Bend County and/or its employees, officers, volunteers and agents.**

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 THIS ACTIVITY.**

I agree that if any portion of this Release 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 **RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT**, and that I sign it of my own free will.

Signature of Individual/Guardian: _____ Date: _____

Printed Name _____ Name of Minor Child (if any) _____

STUDENT PARTICIPATION FORM

STUDENT CONTACT INFORMATION:

Name: _____

Phone Number (H) _____ **Work (W)** _____ **Cell (C)** _____

DL: **State:** _____ **Number:** _____

Date of Birth: _____

In the event of an emergency, please contact: _____

Phone Number: _____

Allergies to medication or other special needs:

If I require medical treatment, the COUNTY is authorized to obtain medical treatment for me. I agree not to hold the COUNTY responsible for any claims resulting from any medical treatment.

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 Volunteer: _____ **Date:** _____

Printed Name of Parent or Guardian (if applicable): _____