

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**COLLABORATION AGREEMENT BETWEEN FORT BEND COUNTY AND
 LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT REGARDING
 FORT BEND COUNTY HEALTH AND HUMAN SERVICES COMMUNITY HEALTH WORKER
 CERTIFICATION PROGRAM FOR HEALTH SCIENCE STUDENTS**

This Collaboration Agreement (“Agreement”) is made by and between **Fort Bend County** (“County”), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, on behalf of Fort Bend County Health and Human Services (“FBCHHS”), and **Lamar Consolidated Independent School District** (“LCISD” or “Agency”), a school district governed by the laws of the State of Texas (hereinafter each referred to as a “party” or collectively as the “parties”).

RECITALS

WHEREAS, both County and Agency wish to enter into this Agreement to work together to ensure that Health Science Career and Technical Education (CTE) Students, sixteen (16) years of age and up, in Fort Bend County have access to Texas Education Agency (TEA) approved Health Science CTE Community Health Worker Certification provided through Fort Bend County Health and Human Services and to collaborate in the training and development of Community Health Workers (“CHW”); and

WHEREAS, both County and Agency wish to increase the number of students with a high school diploma and licensed Health Science CTE Community Health Worker (CHW) industry certification; and

WHEREAS, this collaborative effort between County and Agency to respond to the growing health care workforce needs of in Fort Bend County and serves a public purpose.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. PURPOSE

This Agreement delineates the responsibilities of the County and Agency for activities related to the Community Health Worker (CHW) Certification program provided by the County and the Agency for LCISD CTE students who are sixteen (16) years of age and up.

II. SCOPE

No provision in this Agreement limits the activities of the County in performing local and state functions.

III. DEFINITIONS and ACRONYMS

- A. Community Health Worker (CHW): A trained and certified individual who serves as a liaison and provides essential health education and outreach services to the community, particularly

focusing on underserved populations.

- B. Certification: The official recognition granted to individuals who have successfully completed the requisite training and assessment to qualify as Community Health Workers, as outlined by state regulations and standards.
- C. CHW Training Program: The structured curriculum and educational activities designed to equip individuals with the knowledge, skills, and competencies required to become certified Community Health Workers.
- D. Program Coordinator: The designated representative from each party responsible for overseeing and managing the implementation, coordination, and evaluation of the Community Health Workers certification and training program.
- E. Evaluation: The process of assessing the effectiveness, outcomes, and impact of the Community Health Workers certification and training program, conducted jointly by FBCHHS and LCISD.

IV. GENERAL RESPONSIBILITIES

COUNTY DUTIES:

- A. Provide CTE Program access to its online self-paced CHW Certification program to cohort participants identified by LCISD.
- B. Create and manage cohorts of participants who will receive certification.
- C. Facilitate in-person instructor/guest instructors for CTE Health Science class cohort participants, so they can connect with Health Department instructors and address questions and concerns.
- D. In collaboration with LCISD, develop new training materials and courses based on need.
- E. Facilitate at least one in-person debrief meeting per cohort.
- F. Participate in Continuous Quality Improvement (CQI) meetings with LCISD to ensure the goals and objectives of this Agreement are being met.
- G. Provide LCISD with access to cohort participants' progress and performance during their enrollment on the self-paced online CHW certification.
- H. Collect and share data collection numbers such as number of new CHWs, cohort participants' demographics (race, ethnicity, disadvantaged background), and number of referrals.
- I. Notify LCISD if any of the cohort participants they referred are having difficulties completing the CHW certification.
- J. Maintain the FBCHHS Certification program and CHW Continuing Education Units (CEU) Certification to continue giving CEUs to new and existing CHWs.
- K. Assist with the certifying of new and existing curricula and follow-ups with Texas Department of State Health Services to make sure CEUs will be provided to CHWs based on deadlines.
- L. Expand, recruit, and promote the CHW certification program in areas of need, as agreed, across the district.

AGENCY DUTIES:

- A. Provide a Pilot Cohort (CTE Health Science Course) for the initial term of this Agreement and share it with FBCHHS that will include the proposed dates for the in-person debriefing sessions for each cohort to discuss expanding to a larger population.
- B. Provide student names and student emails of the identified initial Health Science cohort of participants to get certified via FBCHHS' self-paced online CHW certification.

- C. Pay \$750 per participant, per cohort, for 160-hour CHW Certification to Fort Bend County prior to the agreed upon CHW Cohort start date each semester.
- D. Facilitate CQI meetings with FBCHHS to ensure the goals and objectives of this Agreement are being met.
- E. Provide follow-up and support to cohort participants so they successfully complete the CHW certification.
- F. In collaboration with FBCHHS, develop new training materials and courses based on district need.

ADDITIONAL DUTIES:

- A. Both parties will serve all eligible students regardless of race, gender, sexual preference or religion, seeking to eliminate any discriminatory practices related to client care.
- B. Both parties will strengthen programming that increases certification outcomes.
- C. Both parties will seek to provide high quality education/training that met the standards of certification set by the governing bodies, Texas Department of State Health Services (TX DSHS) and TEA.
- D. Both parties will keep communication open and on-going to review strategies for improving program delivery and ensure the objectives for this agreement are fully met.

V. COMPENSATION

Fort Bend County Health and Human Services (FBCHHS) will be compensated by Lamar Consolidated Independent School District (LCISD) for provided Community Health Worker (CHW) Certification training at a rate of \$750 per participant per cohort.

Fort Bend County Health and Human Services will compensate TX DSHS Certified Contract Instructors, for program sustainability, at a rate of \$750 per cohort. Rate includes, instructor time, program administration and mileage (flat rate per cohort).

VI. INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of the County or the Agency . No provision of this Agreement or act of Agency in performance of the Agreement shall be construed as making the Agency the agent, servant or employee of County, the State of Texas or the United States Government. The Agency is solely responsible for employee payrolls and claims arising therefrom. The Agency shall notify County of the threat of lawsuit or of any actual suit filed against the Agency pertaining to this Agreement or which would adversely affect the Agency's ability to perform services under this Agreement.

VII. CONFIDENTIALITY

- A. Both Agencies acknowledge 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. Any and all information of any form obtained by Agencies or its employees or agents in the performance of this Agreement shall be deemed to be confidential information.

- B. Agencies agree to hold Confidential Information in strict confidence, using at least the same degree of care that the respective Agencies 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 hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Agencies shall use its best efforts in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Agencies shall advise immediately in the event Agency learns/suspects a breach of confidentiality.
- C. Agencies 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, Agency will promptly turn over to County all documents, papers, and other matter in Agency's possession which embody Confidential Information.
- D. Agency in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Agency expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Agency 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.

VIII. TERM AND TERMINATION

The initial term of this agreement will be for one year, initiating when fully executed by both parties. The agreement will expire June 2025 and renewal will occur on an annual basis upon agreement of both parties, unless either party notifies the other of non-renewal with a thirty (30) days written notice. The Agreement may be terminated with or without cause by either party upon thirty (30) days of written notice.

IX. LIABILITY

AS PERMITTED BY LAW, AGENCY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF AGENCY ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT

RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF AGENCY OR ANY OF AGENCY'S AGENTS, SERVANTS OR EMPLOYEES.

X. NOTICE

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Ketan Inamdar
4520 Reading Rd. Ste. A Rosenberg, TX 77471
Office: 281-238-3233
Cell: 832-841-6089
ketan.inamdar@fortbendcountytexas.gov
CC: hhs@fbctx.gov

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Agency: Lamar Consolidated Independent School District – CTE Department
Dr. Kayse Lazar
Office: 832-223-0128
3911 Ave I
Rosenberg, TX 77471
kayse.lazar@lcisd.org

With a copy to: Dr. Marlon R. Waites Jr.
Chief Student Service Officer, Lamar CISD
3911 Avenue I
Rosenberg, TX 77471
PH: 832-223-0120

XI. COMPLIANCE WITH LAWS

LCISD 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, Workers' Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required

by County, LCISD shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

XII. ASSIGNMENT AND DELEGATION

- A. 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 by LCISD are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

XIII. APPLICABLE LAW

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

XIV. THIRD PARTY BENEFICIARIES

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

XV. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

XVI. PUBLICITY

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall LCISD release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

XVII. CAPTIONS

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

XVIII. CERTAIN STATE LAW REQUIREMENTS

For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, LCISD hereby verifies that LCISD and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, LCISD does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, LCISD does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, LCISD does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

XIX. HUMAN TRAFFICKING

BY ACCEPTANCE OF CONTRACT, LCISD ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

XX. ENTIRETY

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

{EXECUTION PAGE FOLLOWS}

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT





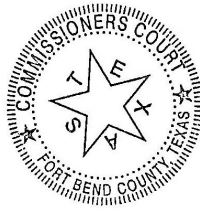
**Grady Prestage, Commissioner,
Precinct 2
Presiding Officer, Commissioners
Court, September 10, 2024**

**Dr. Kayse Lazar
Executive Director of Career and Technical
Education**


September 10, 2024
Date

Date

ATTEST:




_ Laura Richard, County Clerk


REVIEWED BY:

Letosha Gale-Lowe, MD
Health Director and Local Health Authority

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