

AFFILIATION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Affiliation Agreement (“**Agreement**”) is made and entered into by and between Loyola University Medical Center (“**LUMC**”), and **Harris County** (the “**County**”), a body corporate and politic under the laws of the State of Texas acting by and through its Harris County Institute of Forensic Sciences (“**HCIFS**”). LUMC and the County are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

The Harris County Institute of Forensic Sciences (“**HCIFS**”) investigates all cases of death requiring an inquest under the Texas Code of Criminal Procedure.

HCIFS has among its goals the pursuit of excellence in science through the use of ethical and sound methodologies and the promotion of learning opportunities. HCIFS is certified to ISO 9001, and is accredited by seven agencies including the National Association of Medical Examiners, ANSI National Accreditation Board (ANAB), and the American Board of Forensic Toxicology.

The County and LUMC agree that it is of mutual advantage that graduate medical education trainees (“**Residents**”) of LUMC be given the opportunity to utilize designated facilities of HCIFS for forensic medicine clinical rotation and forensic science training purposes and that such serves a public purpose of Harris County and of LUMC.

Whereas, the County and its physicians wish to engage with LUMC to provide and maintain an appropriate practice setting, learning environment, and supervision of Residents of LUMC.

LUMC represents that it holds all accreditations, licenses, and certifications required to perform the services provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. RESPONSIBILITIES OF LUMC.

- a **Program.** LUMC may allow Residents to apply and participate in the forensic science observership through LUMC’s non-credit introduction to clinical experiences and research program or the forensic pathology clinical rotation (“**Program**”) at the facilities of HCIFS. Any substantive changes to the Program must be approved in advance by the Chief Medical Examiner. The responsibilities of LUMC include, but are not limited to, the following:

- (1) assure that each Resident who has applied and been accepted into the Program is registered for the clinical rotation;
 - (2) LUMC shall be solely responsible for the selection of Residents to participate in the program.
 - (3) LUMC is ultimately responsible for the medical education, academic affairs, and the assessment of its Residents.
 - (4) LUMC is primarily responsible for the appointment and assignment of faculty members with responsibility for medical Resident teaching.
 - (5) identify a specific program instructor to coordinate the clinical education portion of the Program and to collaborate with the Executive Director & Chief Medical Examiner in the preparation of rotation schedules;
 - (6) assume full responsibility for the academic preparation of the Residents to include documented training, evaluation, qualifications, and competency level of each Resident;
 - (7) notify Residents of their responsibility to comply with HCIFS's policies and procedures, state law, and OSHA bloodborne and airborne pathogen regulations and their risk of exposure to these pathogens;
 - (8) provide learning objectives, assessment instruments, and/or checklists to be used for evaluation of the performance of each Resident;
 - (9) maintain immunization records and/or physical examination reports for each Resident;
 - (10) provide HCIFS with a copy of specific program policy related to attendance, accountability, etc.;
 - (11) perform such other duties as may from time to time be agreed to between LUMC and HCIFS.
- b. **Accountability.** All Residents shall be allowed to participate in this Program at HCIFS facilities at the sole discretion of the Chief Medical Examiner.
- c. **Resident Statements.** LUMC agrees to provide notification to each Resident of their requirement to sign the following documents or such other form as the Chief Medical Examiner shall proffer at the Chief Medical Examiner's sole discretion: (1) a RELEASE AND INDEMNIFICATION AGREEMENT; and (2) a STATEMENT OF CONFIDENTIALITY.

- d. **Insurance.** LUMC shall obtain and maintain professional liability insurance covering Residents. Such overage shall have a limit of at least one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) annual aggregate. LUMC shall on the written request of County, furnish appropriate evidence to County of the existence of such coverage.
- e. **Health of Residents.** LUMC agrees to provide notification to each Resident to provide evidence satisfactory to HCIFS, in the sole discretion of the Chief Medical Examiner, that each Resident is free from contagious disease and does not otherwise present a health hazard to HCIFS employees, volunteers, agents, or guests. LUMC agrees to provide such evidence prior to participation in the Program by any individual. In no event shall the County and/or HCIFS or any employee, agent, or volunteer of the County and/or HCIFS be financially or otherwise responsible for medical care and/or treatment of any Resident of LUMC. In the event a Resident is exposed to an infectious or environmental hazard or other injury (i.e., needle stick) at an HCIFS facility, HCIFS, upon notice of such incident from the Resident, will provide such emergency care as is provided its employees, including, where applicable, examination and evaluation by an appropriate facility as soon as possible after the injury, and appropriate emergency medical care immediately following the injury as necessary. If HCIFS does not have the resources to provide such emergency care, HCIFS will refer such Resident to the nearest emergency facility. The Resident will bear the financial responsibility for any subsequent charges generated.
- f. **Dress Code.** LUMC shall require Residents and faculty to dress in accordance with dress and personal appearance standards of HCIFS.
- g. **Performance of Services.** If LUMC faculty and staff involvement is necessary, LUMC agrees to assure that all faculty and staff are duly qualified to participate in the Program at HCIFS facilities. LUMC agrees to have specially designated staff for the performance of the services specified herein. University agrees that LUMC and all Residents shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules, and regulations of the County and/or HCIFS and any rules and regulations of LUMC as may be in effect from time to time. Neither LUMC nor any Resident shall interfere with or adversely affect the operation of HCIFS or the performance of HCIFS facilities and operations.
- h. **OSHA Compliance.** LUMC and HCIFS agree that LUMC is solely responsible for compliance with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, as amended, and regulations effective March 6, 1992, and as may be amended or superseded from time to time. LUMC is responsible for providing Residents with (1) information and training about the hazards associated with blood and other

potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens; (3) training in the appropriate action to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the reasons an employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. LUMC is also responsible for providing Program Participants with hepatitis B vaccination to the extent such is required by federal or state regulations.

- i. **Holidays.** Residents, faculty, and agents of LUMC who are assigned to HCIFS will observe holidays as specified by HCIFS calendar.
- j. **Number of Residents.** The number of Residents assigned shall be mutually agreed upon between LUMC and the Chief Medical Examiner or his designee.
- k. **Schedule.** The Residents shall agree to participate forty (40) hours per week, scheduled hours subject to change based on the rotation.
- l. **Resident Expenses.** Residents must provide their own housing, transportation, and parking expenses.
- m. **Payment.**

(1) Under this Agreement, neither Party is obligated to make any payment of any kind to the other Party.

(2) No Duty to Compensate Participating Residents. The Parties consider any service applicable to this Agreement rendered by Residents to be educational in nature. Neither County nor LUMC has a duty to pay any monetary compensation to any Resident. Nothing in this Agreement's signing or performance establishes an employer-employee, agency, partnership or joint venture relationship among LUMC, the County, the Residents.

2. RESPONSIBILITIES OF COUNTY. Acting through HCIFS, the County agrees to:

- a. Accept the Residents and cooperate in their orientation to the facilities and program of HCIFS, provided that Residents assigned to the Program by LUMC are eligible, on a competitive basis, for internships at HCIFS, subject to the availability of intern positions. HCIFS shall provide the opportunity for Residents, who shall be supervised by LUMC in consultation with HCIFS, to observe and participate in various aspects of the operation of HCIFS including observing and/or assisting with laboratory analysis of forensic specimens. HCIFS at all times retains ultimate control and responsibility for the operation of HCIFS.
- b. Provide physical facilities and necessary staff cooperation to support clinical education for Residents.

- c. Provide a staff contact person to assist in planning and implementing assignments and to serve as coordinator at HCIFS.
- d. Provide qualified staff, with appropriate credentials, to assist in the supervision and training of Residents.
- e. Assist with the evaluation of the performance of each Resident during and at the completion of the assignment.
- f. Provide a suitable space for on-site classes or conferences as needed to support clinical education objectives.
- g. Provide orientation to Residents and faculty assigned to HCIFS to include policy, procedures, general safety, and necessary guidelines related to performance of duties.
- h. Ensure that Residents are given the opportunity to meet the forensic objectives of the Program as outlined in any appendices of this agreement.

3. REMOVAL/WITHDRAWAL OF RESIDENTS.

- a. Notwithstanding any other provision herein to the contrary, the Chief Medical Examiner or his designee may immediately remove from its premises and/or from any area of operation of HCIFS any Resident, who poses an immediate threat or danger to personnel or to quality of services or for unprofessional behavior, as determined solely by the Chief Medical Examiner or his designee. The decision of the Chief Medical Examiner is final and may not be appealed.
- b. HCIFS may request LUMC to withdraw or dismiss any Resident from the Program at HCIFS when his or her clinical performance is unsatisfactory to HCIFS or his or her behavior is disruptive or detrimental to HCIFS and/or the operations of HCIFS. This decision is at the sole discretion of the Chief Medical Examiner. In such event, the participation of said Resident shall immediately cease. The decision of the Chief Medical Examiner is final and may not be appealed.

4. INDEPENDENT CONTRACTOR. The Parties hereby acknowledge that they are independent contractors and that neither LUMC nor any of its agents, representatives, Residents, or employees shall be considered agents, representatives, or employees of the County and/or HCIFS. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. LUMC agrees that it is and shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. LUMC agrees to assure that no Resident, faculty, or agent of LUMC shall look to the County and/or HCIFS for any salaries, insurance, or other

benefits whatsoever. The provisions of the Paragraph shall survive expiration or termination of this Agreement regardless of the cause of such termination.

- 5. NON-DISCRIMINATION.** The Parties agree that they will not discriminate on the basis of race, national origin, religion, creed, sex, age, veteran status, or disability in either the selection of Residents or as to any aspect of the practical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Resident's effective participation in the Program.

6. CONFIDENTIALITY.

- a. **HCIFS Information. Terms of Agreement.** LUMC warrants and agrees that LUMC and its Residents, representatives, agents, and employees will keep strictly confidential and hold in trust all confidential information and individually identifiable information of HCIFS and will not disclose, reveal, or use any such information of HCIFS and will not disclose such to any third party except in accordance with the curriculum of the Program and with the express prior written consent/authorization of the Chief Medical Examiner, except as required by law.
- b. **Compliance.** LUMC agrees that it will protect all information, records, data, and health-care information collected or maintained for the administration of this Agreement from unauthorized disclosure in accordance with prevailing statutes, regulations, custom and usage, and canons or codes of professional ethics. The Parties agree to cooperate with and provide reasonable access to records relating to this Agreement to the representatives of the County and/or HCIFS and further agree that such authorized representatives must have access, at no additional charge to the County and/or HCIFS, to any pertinent books, documents, papers, and records for the purpose of making audits, examinations, excerpts, and transcripts of transactions related to the Agreement.
- c. **Survival.** Provisions herein relating to information shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

7. TERM; TERMINATION.

- a. The term of this Agreement shall be one (1) year commencing upon execution by both Parties and countersignature by the Chief Medical Examiner. This Agreement shall not be of any force or effect until signed by the Chief Medical Examiner.

- b. Notwithstanding any provision to the contrary, either Party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all Residents currently enrolled in the Program at HCIFS at the time of notice of termination shall be given the opportunity to complete their Program.
- 8. ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties, and obligations herein shall survive the expiration or earlier termination of this Agreement.
- 9. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reasons, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- 10. CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- 11. NO WAIVER.** Any failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed to act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.
- 12. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Texas. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination. Exclusive venue is in Harris County, Texas.
- 13. ASSIGNMENT; BINDING EFFECT.** Neither Party may assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.
- 14. NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail return-receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to LUMC:

Greg Ozark, M.D., FAAP, FACP
Vice President Graduate Medical Education
Loyola University Medical Center
2160 S. 1st Avenue, Bldg 105, Suite 3100
Maywood, IL 60153

With copy to:

Jill M. Rappis
Regional Senior Vice President & General Counsel
Loyola University Medical Center

One Westbrook Corporate Center, Suite 840
Westchester, IL 60154

If to County: Harris County Institute of Forensic Sciences
1861 Old Spanish Trail
Houston, Texas 77054
Attention: Chief Medical Examiner

Or to such other persons or places as either Party may from time to time designate by written notice to the other.

15. LIMIT OF APPROPRIATIONS. Prior to execution of the Agreement, the County has advised LUMC, and LUMC clearly understands and agrees, such understanding and agreement being of the absolute essence to the Agreement, that County has certified no funds under the Agreement and LUMC shall have no cause of action whatsoever for money against County and/or HCIFS under the Agreement.

16. COUNTY/HCIFS NOT OBLIGATED TO THIRD PARTIES. Neither the County nor HCIFS is obligated or liable under this Agreement to any party other than LUMC. Nothing in this Agreement is intended to, or shall be deemed or construed to, create or enhance any remedies in any independent rights of any third party, including a Resident.

17. INDEMNIFICATION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

LUMC SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF LUMC, ITS RESIDENTS, OR ANOTHER ENTITY OVER WHICH LUMC EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; COMMITTED BY LUMC OR ANOTHER ENTITY OVER WHICH LUMC EXERCISES CONTROL.

LUMC SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE

RESULT OF SUCH ACTIVITIES BY LUMC OR ANOTHER ENTITY OVER WHICH LUMC EXERCISES CONTROL.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

LUMC SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF LUMC OR ANOTHER ENTITY OVER WHICH LUMC EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE LUMC PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH LUMC IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

18. PUBLIC INFORMATION. The Parties expressly acknowledge that each Party is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code and, notwithstanding any provision in the Agreement to the contrary, each Party will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act.

19. E-MAIL ADDRESSES. Each Party affirmatively consents to the disclosure of its e-mail addresses that are provided to the other Party. This consent is intended to comply with the requirements of the Texas Public Information Act, Section 552.137 of the Texas Government Code, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by both Parties, their agents, officers, employees, Residents, or anyone acting on a Party's behalf and shall apply to any e-mail address provide in any form for any reason whether related to this Agreement or otherwise.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County and on behalf of LUMC by a duly authorized representative of LUMC.

HARRIS COUNTY


By: _____
LINA HIDALGO
County Judge

Date Signed: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
Harris County Attorney

By: Robert de los Reyes
Robert de los Reyes
Assistant County Attorney
C.A. File No.: 25GEN0728

Approved:

By: 
Luis A. Sanchez, M.D.
Executive Director & Chief
Medical Examiner

**LOYOLA UNIVERSITY MEDICAL
CENTER:**

By: Greg OZark, M.D.
Greg OZark, M.D. (Jun 16, 2025 15:39 CDT)
Greg Ozark, M.D., FAAP, FACP
Vice President
Graduate Medical Education

Date Signed: 06/16/2025

ORDER OF COMMISSIONERS COURT

Authorizing Affiliation Agreement with Loyola University Medical Center

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted.

ORDER ADOPTING AN AFFILIATION AGREEMENT BETWEEN HARRIS COUNTY AND LOYOLA UNIVERSITY MEDICAL CENTER

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, an Affiliation Agreement with Loyola University Medical Center to provide an opportunity to LUMC Residents to utilize designated IFS facilities for a forensic medicine clinical rotation and forensic science training purposes. The Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.