

AFFILIATION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Affiliation Agreement (“Agreement”) is made and entered into by and between University of the Incarnate Word School of Osteopathic Medicine the “University”), and Harris County, Texas (the “County”), acting by and through its governing body, Harris County Commissioners Court.

RECITALS

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

The 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. The 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 the University agree that it is of mutual advantage that medical students, residents, and faculty of the University be given the opportunity to utilize designated facilities of the HCIFS for forensic medicine clinical rotation and forensic science training purposes and that such serves a public purpose of Harris County and of the University.

The University 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 THE UNIVERSITY.

- a. **Program.** The University may allow medical students, residents, and faculty of the University to apply and participate in the forensic medicine clinical rotation and forensic science training program (“Program”) at the facilities of the HCIFS. Any substantive changes to the Program must be approved in advance by the Chief Medical Examiner. The responsibilities of the University include, but are not limited to, the following:
 - (1) assure that each student, resident or faculty member who has applied and been accepted into the Program is registered for the clinical rotation ;

- (2) provide qualified faculty who are appropriately licensed, registered and/or certified as defined by program accreditation guidelines to serve as didactic and/or clinical instructors and require that all medical students, residents, and faculty participating in the Program (“Program Participants”) maintain all necessary licenses or permits required by law to participate in the Program;
 - (3) 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;
 - (4) assume full responsibility for the academic preparation of the Program Participants to include documented training, evaluation, qualifications, and competency level of each Program Participant;
 - (5) notify Program Participants of their responsibility to comply with the HCIFS’s policies and procedures, state law, and OSHA bloodborne and airborne pathogen regulations and their risk of exposure to these pathogens;
 - (6) provide learning objectives, assessment instruments, and/or checklists to be used for evaluation of the performance of each Program Participant;
 - (7) maintain immunization records and/or physical examination reports for each Program Participant;
 - (8) provide the HCIFS with a copy of specific program policy related to attendance, accountability, etc.;
 - (9) inform HCIFS, in writing, of any pending or past investigation conducted by or on behalf of the Texas Medical Board of any resident or doctor participating as provided herein. If at any time the license of a resident or doctor is suspended or revoked, the resident or doctor shall be immediately removed from the facilities of HCIFS; and
 - (10) perform such other duties as may from time to time be agreed to between the University and the HCIFS.
- b. **Accountability.** All Program Participants shall be allowed to participate in this Program at the HCIFS facilities at the sole discretion of the Chief Medical Examiner.
- c. **Program Participant Statements.** The University agrees to provide notification to each Program Participant 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.** The University agrees to provide and maintain professional liability insurance coverage for the Program Participants or require that the Program Participants obtain and maintain professional liability insurance coverage in amounts of \$25,000 per occurrence and \$75,000 in the aggregate for medical students; \$100,000 per occurrence and \$300,000 in the aggregate for residents; and \$500,000 per occurrence and \$1,500,000 in the aggregate for faculty with insurance carriers or self-insured programs.

University represents to County that the residents and faculty who will participate hereunder in the course and scope of their employment, for and on behalf of the University, are covered under Chapter 104, Texas Civil Practice & Remedies Code, which requires the State of Texas to indemnify such residents or faculty subject to those monetary limits set forth in Section 104.003 of the Texas Civil Practice & Remedies Code for damages that are based on an act or omission of such residents or faculty from their participation hereunder and described in Section 104.002(a)(1) and (2) of the Texas Civil Practice & Remedies Code.

- e. **Health of Students.** The University agrees to provide notification to each Program Participant to provide evidence satisfactory to the HCIFS, in the sole discretion of the Chief Medical Examiner, that each Program Participant is free from contagious disease and does not otherwise present a health hazard to HCIFS employees, volunteers, agents, or guests. The University agrees to provide such evidence prior to participation in the Program by any individual. In no event shall County and/or the HCIFS or any employee, agent, or volunteer of County and/or the HCIFS be financially or otherwise responsible for medical care and/or treatment of any student, resident, faculty, staff member, or agent of the University.
- f. **Dress Code.** The University shall require students and faculty to dress in accordance with dress and personal appearance standards of the HCIFS.
- g. **Performance of Services.** If University faculty and staff involvement is necessary, the University agrees to assure that all faculty and staff are duly qualified to participate in the Program at the HCIFS facilities. The University agrees to have specially designated staff for the performance of the services specified herein. University agrees that the University and all Program Participants 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 County and/or the HCIFS and any rules and regulations of the University as may be in effect from time to time. Neither the University nor any Program Participant shall interfere with or adversely affect the operation of the HCIFS or the performance of the HCIFS facilities and operations.
- h. **OSHA Compliance.** The University and HCIFS agree that the University 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. The University is responsible for providing Program Participants 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. The University is also responsible for providing Program Participants with hepatitis B vaccination to the extent such is required by federal or state regulations.

- i. **Holidays.** Program Participants, faculty, and agents of the University who are assigned to the HCIFS will observe holidays as specified by the HCIFS calendar.
- j. **Number of Program Participants.** The number of Program Participants assigned shall be mutually agreed upon between the University and the Chief Medical Examiner or his designee.
- k. **Schedule.** The Program Participants shall agree to participate forty (40) hours per week, scheduled hours subject to change based on the rotation.
- l. **Student Expenses.** Program Participants 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 Students, Residents or Faculty. The Parties consider any service applicable to this Agreement rendered by Program Participants to be educational in nature. Neither County nor the University has a duty to pay any monetary compensation to any Program student, resident, or faculty. Nothing in this Agreement's signing or performance establishes an employer-employee, agency, partnership or joint venture relationship among the University, the County, the students, the residents or the faculty.

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

- a. Accept the Program Participants and cooperate in their orientation to the facilities and program of the HCIFS, provided that students, residents, and faculty assigned to the Program by the University are eligible, on a competitive basis, for internships at HCIFS, subject to the availability of intern positions. The HCIFS shall provide the opportunity for Program Participants, who shall be supervised by the University in

consultation with the HCIFS, to observe and participate in various aspects of the operation of the HCIFS including observing and/or assisting with laboratory analysis of forensic specimens. The HCIFS at all times retains ultimate control and responsibility for the operation of the HCIFS.

- b. Provide physical facilities and necessary staff cooperation to support clinical education for Program Participants.
- c. Provide a staff contact person to assist in planning and implementing assignments and to serve as coordinator at the HCIFS.
- d. Provide qualified staff, with appropriate credentials, to assist in the supervision and training of Program Participants.
- e. Assist with the evaluation of the performance of each Program Participant 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 Program Participants and faculty assigned to the HCIFS to include policy, procedures, general safety, and necessary guidelines related to performance of duties.
- h. Ensure that Program Participants are given the opportunity to meet the forensic objectives of the Program.

3. REMOVAL/WITHDRAWAL OF PROGRAM PARTICIPANTS.

- 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 the HCIFS any Program Participant, faculty, staff, or agent of the University 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. The HCIFS may request the University to withdraw or dismiss any Program Participant from the Program at the HCIFS when his or her clinical performance is unsatisfactory to the HCIFS or his or her behavior is disruptive or detrimental to the HCIFS and/or the operations of the HCIFS. This decision is at the sole discretion of the Chief Medical Examiner. In such event, the participation of said Program Participant 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 the University nor any of its agents, representatives, students, residents, or employees shall be considered agents, representatives, or employees of County and/or the HCIFS. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. The University 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. The University agrees to assure that no Program Participant, faculty, or agent of the University shall look to County and/or the 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 Program Participants 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 student's effective participation in the Program.

6. **CONFIDENTIALITY.**
 - a. **HCIFS Information. Terms of Agreement.** The University warrants and agrees that the University and its students, residents, faculty, representatives, agents, and employees will keep strictly confidential and hold in trust all confidential information and individually identifiable information of the HCIFS and will not disclose, reveal, or use any such information of the 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.** The University 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 County and/or the HCIFS and further agree that such authorized representatives must have access, at no additional charge to County and/or the 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 initial 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. This Agreement shall automatically renew for four (4) successive one-year terms, unless prior written notice is given by either Party that this Agreement shall not renew at least one hundred twenty (120) days or one full academic semester prior to the end of any one-year term.(8/1/2021-8/1/2025)
- 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 students currently enrolled in the Program at the 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 the University: University of the Incarnate Word School of Osteopathic
Medicine

7615 Kennedy Hill Building 1
San Antonio, TX 78235

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, County has advised the University, and the University 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 the University shall have no cause of action whatsoever for money against County and/or the HCIFS under the Agreement.
16. **COUNTY/HCIFS NOT OBLIGATED TO THIRD PARTIES.** Neither County nor the HCIFS is obligated or liable under this Agreement to any party other than the University. 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 student.
17. **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.
18. **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, students, 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 _____ by a duly authorized representative of UIWSOM _____.

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date Signed: _____


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

By:  _____
Nick Turner
Assistant County Attorney

Approved:

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

THE UNIVERSITY

By:  _____
Robyn Phillips-Madson
Dean UIWSOM

Date Signed: Sep 27, 2021


Darrell Haydon (Sep 27, 2021 10:26 CDT)

Darrell Haydon
CFO/VP for Administrative Services
Sep 27, 2021

ORDER OF COMMISSIONERS COURT

Authorizing Affiliation Agreement with University of the Incarnate Word School of Osteopathic
Medicine

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 THE COUNTY AND THE UNIVERSITY OF THE INCARNATE WORD SCHOOL OF OSTEOPATHIC MEDICINE

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:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

RECITALS

Harris County, acting thereupon announced that the Institute of Forensic Science Center (“IFS”), investigates all cases of death requiring an inquest under the Texas Code of Criminal Procedure; and

Harris County and the University of the Incarnate Word School of Osteopathic Medicine agree that it is of mutual advantage that students at the University be given the opportunity to utilize designated facilities of the IFS for forensic medicine clinical rotation and forensic science training purposes and that such serves a public purpose of Harris County.

IT IS ORDERED that:

1. The recitals set forth in this Order are true and correct.
2. The Affiliation Agreement is approved and County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of Harris County an Affiliation Agreement between Harris County, on behalf of the Harris County Institute of Forensic Science, and
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.