
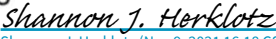




October 25, 2021

To: Edison Toquica, Chief Deputy 
Shannon Herklotz, Chief of Detentions
Criminal Justice Command 
Shannon J. Herklotz (Nov 9, 2021 16:18 CST)
Victoria Jimenez, Legal Director
Legal 
Victoria Jimenez (Nov 9, 2021 16:03 CST)

FROM: Laxman Sunder, MD
Interim Executive Director
Health Services Bureau  10/25/2021

RE: Affiliation Agreement – Baylor College of Medicine Education Program

The Heath Services Bureau is requesting an Affiliation Agreement with Baylor College of Medicine Education. Baylor College of Medicine is a Texas non-profit corporation. There will be no cost to Harris County or the Sheriff's Office for the participation in the education program.

The Baylor College of Medicine volunteer students desire to offer health classes to incarcerated populations with the aim of increasing health literacy.

AFFILIATION AGREEMENT

This Affiliation Agreement (the “Agreement”), effective as of January 1, 2022 (the “Effective Date”), is by and between Harris County (“County”), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Sheriff’s Office (“HCSO”) and Baylor College of Medicine (“BCM”), a Texas non-profit corporation. BCM and HCSO are referred herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, HCSO operates a jail located at 1200 Baker Street, Houston, Texas 77002 and 701 N. San Jacinto Street, Houston, Texas, 77002, to house inmates;

WHEREAS, BCM operates a medical school that provides academic programs and courses with respect to health care;

WHEREAS, BCM, through its students on a strictly volunteer basis (“Students”), desires to offer health classes to incarcerated populations with the aim of increasing health literacy (the “Program”); and

WHEREAS, HCSO desires to cooperate with BCM to establish and implement a health literacy program involving the facilities and personnel of HCSO.

NOW, THEREFORE, in consideration of the mutual promises herein, BCM and HCSO agree to the following terms and conditions:

1. **PROGRAM:** As set forth in Exhibits A, B, C, and D, attached hereto and incorporated herein by reference, are: (A) a list of the students who will lead the classes at HCSO; (B) class schedule; (C) description of content and educational materials for each class; and (D) a “Full Release of Liability and Waiver of Claims For All Injuries” form each Student must sign prior to participating in the Program.
2. **RESPONSIBILITIES OF HCSO:** Except for certain acts to be performed by BCM pursuant to the provisions of this Agreement, HCSO agrees to furnish the premises, personnel, services, and all other items necessary for the training experience. In connection with such training experience, HCSO further agrees:
 - (a) to appoint a Program Supervisor and provide the name to BCM;
 - (b) to comply with all applicable federal, state, and municipal laws, ordinances, rules and regulations;
 - (c) to permit the authority responsible for accreditation of BCM’s Program curriculum to inspect the facilities, services, and other items provided by HCSO;
 - (d) to implement appropriate security and safety protocols for Students participating in the Program and in contact with the inmate population; and

- (e) to determine which inmates will be allowed to participate in the Program.

3. RESPONSIBILITIES OF BCM: BCM hereby agrees:

- (a) to furnish HCSO with the names of the Students assigned by BCM to participate in the Program as listed in Exhibit A. BCM shall also provide HCSO with an updated list of Students in writing as necessary. The Parties mutually agree that email communication is sufficient for notification in lieu of a formal amendment;
- (b) to assign only those Students who have satisfactorily completed those portions of BCM curriculum that are prerequisite to Program participation and have been deemed qualified to enter the clinical portion of the BCM curriculum;
- (c) to accept full responsibility for the qualifications and competency level of Program Students;
- (d) to designate a member of the BCM faculty to coordinate the learning assignment to be assumed by each Student participating in the Program (BCM shall furnish to HCSO the name of such faculty member in writing);
- (e) to conduct its activities and operations in compliance with all rules and regulations of HCSO, its clinical staff, and applicable federal, state and municipal laws and ordinances while at HCSO;
- (f) to provide equal educational opportunities without regard to age, color, religion, national origin, sex, handicap, marital status or veteran status;
- (g) to provide HCSO with all course content, including teaching materials and handouts for each class. HCSO must approve all teaching materials and handouts prior to the start of each class; and
- (h) to provide HCSO with the proposed class schedule per Exhibit B. HCSO must approve of the class schedule prior to the start of each Program term.

4. NOTICES: Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to BCM or HCSO at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

If to HCSO:
Harris County Sheriff's Office
1200 Baker Street
Houston, Texas 77002
Attn: Ed Gonzalez

If to BCM:
Baylor College of Medicine
One Baylor Plaza, Suite 106A
Houston, Texas 77030
Attn: Office of the General Counsel

5. INDEMNIFICATION:

BCM 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 BCM, OR ANOTHER ENTITY OVER WHICH BCM EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBBCM OR SUPPLIER; COMMITTED BY BCM OR ANOTHER ENTITY OVER WHICH BCM EXERCISES CONTROL.

BCM 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 BCM OR ANOTHER ENTITY OVER WHICH BCM EXERCISES CONTROL.

BCM 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 BCM OR ANOTHER ENTITY OVER WHICH BCM EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE BCM PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH BCM IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY BCM OR ANOTHER ENTITY OVER WHICH BCM EXERCISES CONTROL, BCM SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

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.

6. **INSURANCE:** BCM will maintain comprehensive professional and general liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to each party's duties and obligations pursuant to this Agreement. These requirements do not establish limits of BCM's liability.
 - i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
 - ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
 - iii) The County reserves the right to require additional insurance as it deems it necessary.
7. **ORAL REPRESENTATIONS:** No oral representations of any officer, agent, or employee of HCSO or BCM, shall effect or modify any obligations of either Party under this Agreement.
8. **AMENDMENT:** No amendment to this Agreement shall be valid unless it is reduced to writing and signed by the authorized representatives of the Parties.
9. **BINDING EFFECT:** This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assignee(s); provided, however, that no assignment by either Party shall be effective without prior written approval of the other Party. A delay in or failure of performance of either Party that is caused by occurrences beyond the control of either Party shall not constitute default hereunder, or give rise to any claim for damages.
10. **TERM AND EFFECTIVE DATE:** This Agreement shall be for an initial one (1) year beginning on the Effective Date, and continuing through October 31, 2022. This Agreement will automatically renew for successive one-year terms unless terminated earlier by either party as provided in Section 11.

11. TERMINATION:

- (a) This Agreement may be terminated without cause by either party upon thirty (30) days prior written notice to the other party.
- (b) If BCM fails to perform pursuant to the terms of this Agreement, the County shall provide written notice to BCM specifying the default (“Notice of Default”). If BCM does not cure such default within the time required by the County, the County may terminate this contract for cause. If BCM fails to cure a default as set forth above, the County may, by written notice to BCM, terminate this contract for cause, in whole or in part, and specifying the effective date thereof (“Notice of Termination for Cause”). If the termination is for cause, BCM shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the County as of the date the County provides the Notice of Termination. In such case, the County shall have the right to take whatever steps it deems necessary to complete the project and correct BCM’s deficiencies and charge the cost thereof to BCM, who shall be liable for the full cost of the County's corrective action, including reasonable overhead, profit and attorneys' fees.

12. CAPTIONS: The captions are solely for the convenience of the Parties and shall not be used in the construction of this Agreement.

13. APPLICABLE LAW AND VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue for any and all claims or actions arising out of or relating to this Agreement shall be the district courts of Harris County, Texas.

14. REMUNERATION: There shall be no exchange of monies between the Parties for services provided in this Agreement.

15. INDEPENDENT PARTIES. Nothing in this Agreement shall create any employer-employee, master-servant, partnership, agency or joint venture relationship between BCM and HCSO. Neither BCM nor HCSO shall have any authority to bind or act on behalf of the other Party. Additionally, nothing herein shall be construed to create an employment relationship between any Student and BCM.

16. FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University hereby designates BCM as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by BCM to carry out the Program. BCM agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

- 17. DISCRIMINATION:** Neither BCM nor the HCSO shall discriminate on the basis of race, color, sex (including pregnancy), gender identity or expression, sexual orientation, religion, national origin, age, disability, veteran status, genetic information, or any other characteristic protected by applicable law in the performance of this Agreement. The Parties agree that BCM is required to follow BCM policies and procedures regarding any report of discrimination or harassment relating to a BCM community member, including any Student participating in the Program pursuant to this Agreement. The HCSO agrees to cooperate with any related processes by BCM, including interim measures and the investigation and adjudication of any such report. The Parties agree that following the completion of BCM's investigation and adjudication process, the HCSO may engage in additional actions in accordance with the HCSO's applicable policies and procedures.
- 18. SEVERABILITY:** If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.
- 19. SURVIVAL OF TERMS:** Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- 20. ENTIRE AGREEMENT:** This Agreement supersedes all previous contracts or agreements between the parties and constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by the parties hereto. Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.
- 21. EXECUTION, MULTIPLE COUNTERPARTS:** This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

(Signature Page Follows)

Executed by BCM and HCSO on the above day and year in duplicate copies, each of which shall be deemed an original.

HARRIS COUNTY SHERIFF'S OFFICE

By: *Alma Rincon*
Name: Alma Rincon
Title: Harris County Sheriff
Date: 11/15/2021

BAYLOR COLLEGE OF MEDICINE

By: *Jennifer Christner, M.D.*
Name: Jennifer Christner, M.D.
Title: Dean, School of Medicine
Date: 10/21/2021

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

By: *Manasi Tahiliani*
Manasi Tahiliani
Assistant County Attorney
C.A.O. File 21GEN2329

APPROVED AS TO FORM
Office of the County Clerk
By: *SWB* 10/19/2021
Baylor College Of Medicine

EXHIBIT A

**Justice-Involved Initiative
Teaching Roster 2021-2022**

McKenna Gessner
Mary Robichaux
Julliet Ogu
Maya Guyan
Shahil Pema
Jeffrey Lee
Eileen Williams
Nathaniel (Grey) Loyd
Olivia Hinder
Ifeoma Ezenwabachili
Justin Kahla
Aanchal Thadani
Sandra Mihail
Christine Tang
Daelon Morais
Isabel Draper
Nicole Walters
Mayrose Porter

EXHIBIT B
Class Schedule

TBD – EXAMPLE BELOW

Class	Dates/Times
<u>General Health</u>	Thursdays 5-6pm
	9/2, 9/9, 9/16, 9/23, 9/30
<u>Women's Health</u>	Thursdays 5-6pm
	10/7, 10/14, 10/21, 10/28
<u>Mental Health</u>	Thursdays 5-6pm
	11/4, 11/11, 11/18, 12/2, 12/9
<u>Healthy Relationships</u>	Thursdays 5-6pm
	1/6, 1/13, 1/20, 1/27

EXHIBIT C

Description of Course Content and Materials

General Health

- Lesson 1- Gastrointestinal**
- Lesson 2- Cardiovascular**
- Lesson 3 – Diabetes and HTN**
- Lesson 4 – Urinary Tract**
- Lesson 5 - Skin**

Women's Health

- Lesson 1- Well Woman Exam**
- Lesson 2- Know Your Body**
- Lesson 3- STD's and Birth Control**
- Lesson 4 – Changes in Women's Bodies**

Mental Health

- Lesson 1 – Biological Basis**
- Lesson 2- Depression, Bipolar**
- Lesson 3 – Coping Mechanisms, Anxiety and Stress**
- Lesson 4 – Positive Pyschology**
- Lesson 5 – Addiction**

Healthy Relationships and Sexuality

- Lesson 1 – Intro to Healthy Relationships**
- Lesson 2 – Practicing Love and Fighting Fair**
- Lesson 3 – Sexual and Gender Identity Planning**
- Lesson 4 - Integrity**

EXHIBIT D

**BAYLOR COLLEGE OF MEDICINE
FOR USE BY SCHOOL OF MEDICINE**

FULL RELEASE OF LIABILITY AND WAIVER OF CLAIMS FOR ALL INJURIES

I, the Participant, have freely and voluntarily requested to participate in a health literacy (“Program”) at Harris County Sheriff’s Office, operating jails located at 1200 Baker Street, Houston, Texas 77002, and 701 N. San Jacinto Street, Houston, Texas, 77002.

I understand that in connection with my voluntary participation in this Program I will be providing health education to inmates at the jails. In this setting, I may come into contact with (1) hazards or conditions which are present in any workplace or other environment; (2) communicable or infectious diseases, including by way of example, but not limited to, tuberculosis, human immunodeficiency type- (HIV-1), and hepatitis; (3) radioactive devices and substances; (4) biologically hazardous materials; (5) dangerous people, weapons, situations and equipment; and other substances or things which are unfamiliar to me, any or all of which could cause serious injury to me, including death.

Additionally, I may be exposed to other potentially harmful situations and equipment commonly encountered in a jail environment where inmates are housed. *As a result of the potentially hazardous environments at these jails, I understand that I may be seriously injured or die.*

My voluntary participation in this Program is scheduled to begin on or around _____, 20__ and end on or around _____, 20__. I agree that my voluntary participation in this Program is not required or requested by Baylor College of Medicine. I understand and agree that none of BCM’s worker’s compensation, medical liability, general liability, evacuation or catastrophe insurance policies or programs will respond to any injury, accident, event or other situation on this trip.

RELEASE AND HOLD HARMLESS: In consideration for the provision of this opportunity for my participation in the Program, which I expressly state will be of great value to me and my education career, I, the Participant, **DO HEREBY RELEASE AND HOLD HARMLESS BAYLOR COLLEGE OF MEDICINE, ITS SUBSIDIARIES AND AFFILIATED COMPANIES AND THEIR AND BCM’S TRUSTEES, OFFICERS, EMPLOYEES, FACULTY, STAFF, AGENTS OR SERVANTS, FROM ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, CAUSES OF ACTION, KNOWN OR UNKNOWN, OF WHATEVER NATURE, WHETHER FOR PERSONAL INJURY (INCLUDING SERIOUS INJURY, DISEASE OR DEATH), OR OTHERWISE WHICH MAY ACCRUE TO ME, MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS FOR OR ON ACCOUNT OF MY VOLUNTARY PARTICIPATION IN THIS TRIP, EVEN IF SUCH INJURY OR DEATH IS A RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF BAYLOR.**

I have read and understand the contents of this document and sign it freely of my own will.

Participant's Name: _____

Signature of Participant: _____

Date: _____

Name of Witness: _____

Signature of Witness: _____

Date: _____

ORDER OF COMMISSIONERS COURT
Authorizing execution of Agreement

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 AUTHORIZING EXECUTION OF AFFILIATION AGREEMENT BETWEEN
HARRIS COUNTY AND BAYLOR COLLEGE OF 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:

	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. R. Jack 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:

IT IS ORDERED that County Judge is hereby authorized to execute on behalf of Harris County an Agreement with Baylor College of Medicine for the purpose of establishing and implementing a health literacy program involving the facilities and personnel of HCSO and Baylor College of Medicine students. The Agreement is incorporated herein 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.