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William Hudson, MPH, MSMOB, CPHQ, CSSBB
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April 14, 2021

The Honorable Judge Lina Hidalgo
and Commissioners Court
Harris County Administration Building
1001 Preston, Room 938
Houston, Texas 77002

Dear Court Members:

We respectfully request approval of the attached Agreement between Harris County Public Health (HCPH) and University of Texas Medical Branch at Galveston for the purpose of providing internship experiences to students. There is no cost to the county and the Agreement has been approved by the County Attorney as to form. Please see attached document(s) for additional information.

If you have any questions or concerns regarding this matter, please contact William Hudson, Director for the Office of Financial & Support Services at (713) 439-6000 or William.Hudson@phs.hctx.net.

Sincerely,

A handwritten signature in blue ink that reads "Gwen J. Sims".

Gwen J. Sims, MEd, RD, LD
Interim Executive Director

HCPH is the local public health agency for the Harris County, Texas jurisdiction. It provides a wide variety of public health activities and services aimed at improving the health and well-being of the Harris County community.

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THE STATE OF TEXAS §

COUNTY OF HARRIS §

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 the following members present:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom Ramsey	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent: _____,
constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING THE AFFILIATION AGREEMENT BETWEEN
HARRIS COUNTY AND**

**The University of Texas Medical Branch at
Galveston _____**

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 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair 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 the County Judge is authorized to execute an Affiliation Agreement between Harris County and The University of Texas Medical Branch at Galveston. The Agreement is attached hereto and incorporated herein as if set out in full word for word. Harris County Public Health is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

AFFILIATION AGREEMENT

The Parties to this Affiliation Agreement are Harris County, a body corporate and politic under the laws of the State of Texas, (FACILITY), on behalf of Harris County Public Health (HCPH), and The University of Texas Medical Branch at Galveston (UTMB), an institution of The University of Texas System and agency of the State of Texas, including any and all facilities/sites maintained and controlled by UTMB (SCHOOL).

PURPOSE & REPRESENTATIONS

Description. HCPH protects and promotes a healthy and safe community by preventing illness and injury, which improves the quality of life for all Harris County residents. This Agreement will allow students to complete internships at HCPH. It is of mutual advantage to both Parties that students of SCHOOL be given the opportunity to utilize certain facilities of Harris County for educational and training purposes, which serves a public purpose of Harris County.

TERMS

The Parties agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

- a. **Program.** SCHOOL shall encourage and facilitate student education and training (Program) at certain facilities of Harris County. SCHOOL shall provide assistance to HCPH to implement educational experiences suitable to students, including providing learning objectives, assessment instruments, and/or checklists to be used for evaluation or the performance of each student. Although HCPH at all times retains ultimate control and responsibility for the operation of the Program, SCHOOL retains the overall responsibility for the education, evaluation, qualifications, and competency development of each student. All students, faculty, employees, agents, and representatives of SCHOOL participating in the Program (Program Participants) shall be allowed to participate in this Program at the sole discretion of HCPH.
- b. **Blank.** This section is intentionally left blank.
- c. **Program Coordinator.** SCHOOL will designate a specific Program Coordinator or instructor from SCHOOL who will be available to coordinate the educational portion of the program with HCPH and collaborate with HCPH in the placement of students. HCPH will have the right to refuse to allow placement of students who are not judged by HCPH in its sole discretion to have the requisite skills, temperament, attitudes, or previous training to participate in Program activities.
- d. **Student Scheduling.** SCHOOL shall coordinate with HCPH to schedule students and provide in advance student contact information.
- e. **Orientation.** SCHOOL shall provide an orientation to HCPH staff prior to the student assignment. The orientation will include a review of program objectives, evaluation requirements, and criteria to be used in evaluation of the student's experience and shall be pre-approved by HCPH.
- f. **Prerequisites.** SCHOOL shall provide all classroom and laboratory instruction to students prior to their participation in the Program at Harris County facilities. SCHOOL shall assume full responsibility for the academic preparation of Program Participants to include documented training, evaluation, qualifications, and competency level of each Program Participant and assign only those Program Participants who have

satisfactorily completed those portions of the SCHOOL curriculum and/or training that are pre-requisites to Program participation.

- g. Rules, Regulations, Policies & Procedures of HCPH.** SCHOOL shall inform Program Participants of their responsibility to comply with HCPH policies and procedures, state & federal law, including OSHA blood borne and airborne pathogen regulations, and inform Program Participants of their risk of exposure to blood borne and airborne pathogens. SCHOOL shall enforce rules and regulations governing the students that are mutually agreed upon by SCHOOL and HCPH. SCHOOL shall instruct its students on the general requirements of The Joint Commission ("TJC"), Centers for Medicare and Medicaid Services ("CMS"), the Health Insurance Portability and Accountability Act ("HIPAA") and any other applicable legal, regulatory or accreditation agencies or requirements.
- h. Program Participant Statements.** SCHOOL shall advise each Program Participant of the HCPH requirement to sign a STATEMENT OF RESPONSIBILITY and a CONFIDENTIALITY STATEMENT in the form attached to this Affiliation Agreement or such other forms as HCPH shall proffer.
- i. OSHA Compliance.** Subject to applicable law, SCHOOL shall provide training to Program Participants regarding compliance with applicable OSHA regulations, including those regarding exposure to blood borne pathogens in the workplace. SCHOOL's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations.
- j. Health of Participants.** SCHOOL shall instruct Program Participants that they are responsible for arranging and assuming the cost of their health insurance, assuming responsibility for treatment of any illness or injury the Program Participants may have while participating in the Program, obtaining necessary immunizations and a tuberculin test, and having an annual health examination. SCHOOL shall instruct Program Participants to provide evidence satisfactory to HCPH that each Program Participant is free from contagious disease and does not otherwise present a health hazard to FACILITY employees, volunteers, agents, patients, clients, or guests. SCHOOL shall instruct Program Participants to provide such evidence prior to participation in the Program by any individual. FACILITY will not allow any Program Participant who has not provided satisfactory evidence, in HCPH's sole discretion, to participate in the Program. In no event shall FACILITY or any employee, agent, or volunteer of FACILITY or SCHOOL be financially or otherwise responsible for medical care and/or treatment of any Program Participant. However, Facility agrees to comply with applicable state and federal workplace safety laws and regulations, including providing (or, in the event Facility does not have the resources to provide such emergency care, referring the Program Participant to the nearest emergency facility) such emergency care as is provided Facility's employees (e.g., as necessary: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury; initiation of the HBV, Hepatitis C (HCV), or HIV protocols; and HIV counseling and appropriate testing) to any Program Participant exposed to an infectious or environmental hazard or other occupational injury (e.g., needle stick) while at Facility upon notice of such incident from the Program Participant, the cost of which will be the Program Participant's sole responsibility. SCHOOL shall maintain and provide upon request, as required by HCPH immunization records, and/or physical examination reports for each Program Participant.
- k. Dress Code:** SCHOOL shall advise Program Participants of the HCPH requirement to dress in accordance with dress and personal appearance standards approved by HCPH.
- l. Holidays.** Program Participants assigned to HCPH will observe holidays as specified by the SCHOOL calendar.
- m. Expenses.** Program Participants must provide for their own expenses, including transportation, parking, meals, laundry, health care needs and any other expenses incurred in the performance of this Agreement and not expressly covered in this Agreement.

- n. **Performance of Duties.** SCHOOL shall have specially designated staff for the performance of any duties specified in this Affiliation Agreement. SCHOOL shall instruct Program Participants to perform any duties in accordance with all relevant local, state, and federal laws, as well as the standards and guidelines of all applicable accrediting bodies and the rules and regulations of FACILITY and/or HCPH. Neither SCHOOL nor any Program Participant shall interfere with or adversely affect the operation of HCPH. A Program Participant will not replace a regular HCPH staff member.
- o. **Evaluation of Students.** SCHOOL shall provide any learning objectives, assessment instruments, and/or checklists that SCHOOL requires for evaluation of the performance of each Program Participant.

2. RESPONSIBILITIES OF FACILITY.

- a. **Placements.** At the discretion of HCPH, FACILITY shall accept the students assigned to the Program by SCHOOL and provide an orientation of Program Participants, to include policy, procedures, general safety, and necessary guidelines related to performance of duties. The number of students and/or Program Participants permitted to be physically present at the location of HCPH will be determined in the sole discretion of HCPH.
- b. **Access to Facilities.** FACILITY shall provide physical facilities and necessary staff cooperation to support education for Program Participants. FACILITY shall permit authorities responsible for accreditation of SCHOOL's curriculum to inspect the facilities. All Program Participants while in the facilities of HCPH shall be allowed to participate in this Program at HCPH's facilities at the sole discretion of HCPH. HCPH shall at all times remain in charge of patient care and the operation of its detention and healthcare facilities. Students, faculty, personnel, staff and other individuals providing service under this Agreement shall at all times be subject to the control and direction of appropriate supervisory staff of HCPH.
- c. **FACILITY Coordinator.** HCPH shall provide a staff contact person to assist in planning and implementing assignments. Such staff contact person shall at all times retain ultimate control and responsibility for the operation of the facilities of HCPH.
- d. **Qualified Staff.** HCPH shall provide qualified staff, with appropriate credentials, to assist in the supervision and training of students in accordance with agreed upon learning objectives. HCPH shall maintain all applicable accreditation requirements and certify such compliance on request.
- e. **Student Evaluations.** HCPH shall assist with the evaluation of each student's performance during and at the completion of the student's assignment and provide SCHOOL with required evaluation reports on each student regarding his/her learning experience.
- f. **Conference Space.** HCPH shall provide a suitable space for on-site classes or conferences as needed to support clinical education objectives.

3. WITHDRAWAL OF PROGRAM PARTICIPANTS.

- a. **Safety.** Any other provision in this Affiliation Agreement notwithstanding, HCPH may immediately remove from its premises and/or from any area of operation of FACILITY any Program Participant who poses an immediate threat or danger to personnel or to quality of services or for unprofessional behavior, as determined solely by HCPH.
- b. **Performance.** HCPH may request SCHOOL to withdraw or dismiss any Program Participant from the Program when his or her performance is unsatisfactory to HCPH or his or her behavior, in the sole discretion of HCPH, is disruptive or detrimental to FACILITY and/or HCPH operations. In such event, said Program Participant's participation in the Program shall immediately cease.

4. **NON-DISCRIMINATION.** The Parties agree that they will not unlawfully discriminate on the basis of race, national origin, religion, creed, sex, age, veteran status, or disability in either the selection of students and/or any Program Participant for participation in the Program, or as to any aspect of the training provided. However, with respect to disability, the disability with reasonable accommodation must not preclude the student's effective and safe participation in the Program.
5. **INDEPENDENT CONTRACTOR.** The Parties hereby acknowledge that they are independent contractors, and neither the SCHOOL nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of FACILITY or HCPH. In no event shall this Affiliation Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties to this Affiliation Agreement. Each Party agrees that to the extent authorized by the Constitution and laws of the State of Texas, it is and shall be liable for its own debts, obligations, acts and omissions, including the payment of any required withholding, social security, and other taxes or benefits including worker's compensation insurance or medical insurance for its own employees. The provisions of this Section shall survive expiration or termination of this Affiliation Agreement regardless of the cause of such termination.
6. **VOLUNTEERS.** Unless otherwise agreed in writing, any benefit to FACILITY from a Program Participant shall be considered given on a voluntary basis with no expectation of receiving compensation or future employment from FACILITY. SCHOOL shall inform each Program Participant that the Program Participant shall not look to FACILITY for any salaries, insurance, or other benefits whatsoever.
7. **TERM; TERMINATION.**
 - a. **Term.** The initial time period for performance (initial term) of this Affiliation Agreement shall start upon execution by the parties and end one (1) year thereafter. This Affiliation Agreement shall not be of any force or effect until signed by both parties. This Affiliation Agreement shall automatically renew for four (4) additional one-year terms following the expiration of the initial term, by extending the termination date one year from the prior term's end date, upon the same terms and conditions as are provided for in this Affiliation Agreement unless prior written notice is given by either Party at least 30 days prior to the end of any one-year term that this Affiliation Agreement shall not renew.
 - b. **Termination for cause.** Parties shall have the right to terminate this Affiliation Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters or other materials made or received by a Party in conjunction with this Affiliation Agreement if public access is required by any state law applicable to the other party. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Party to whom such notice is given has breached any provision of this Agreement, and such breach shall not have been cured within twenty (20) days following the receipt of such notice.
 - c. **Termination without cause.** Notwithstanding any provision to the contrary, either Party may terminate this Affiliation Agreement at any time without cause upon at least 30 days prior written notice.
 - d. **Sole Remedy.** The sole remedy for breach of this Affiliation Agreement shall be termination.
 - e. **Threat to Patient Health and Safety.** This Agreement may be terminated immediately if there is a threat to patient health and safety or an adverse effect on the administration and/or operation of facilities as determined in the sole discretion of HCPH.
8. **LIMIT OF APPROPRIATIONS.** Prior to execution of this Affiliation Agreement, FACILITY has advised SCHOOL, and SCHOOL clearly understands and agrees, such understanding and agreement being of the absolute essence to this Affiliation Agreement, that FACILITY has certified no funds under this Affiliation Agreement

and SCHOOL shall have no cause of action whatsoever for money against FACILITY under the Affiliation Agreement.

9. **NO FEDERAL EXCLUSION.** Each Party attests that it is not excluded from participation in any federal health-care program including Medicare and Medicaid, and that no student or person providing services under this Affiliation Agreement is excluded from federal health-care programs based on a screening of any such student or person against the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities.
10. **CONFIDENTIALITY.** SCHOOL and its Program Participants shall keep strictly confidential and hold in trust all confidential information and individually identifiable information of FACILITY and will not disclose, reveal, or use any such information of FACILITY and will not disclose such to any third party except with the express prior written consent/authorization of HCPH, except as required by law. SCHOOL will protect all information, records, data, and health-care information collected or maintained for the administration of this Affiliation Agreement from unauthorized disclosure in accordance with prevailing statutes, regulations, custom and usage, and canons or codes of professional ethics.
11. **AUDITS.** The Parties agree to cooperate with and provide reasonable access to records directly relating to this Affiliation Agreement to the representatives of FACILITY and further agree that such authorized representatives must have access at mutually agreed times during normal business hours, at no additional charge to FACILITY, to any pertinent books, documents, papers, and records for the purpose of making audits, examination, excerpts, and transcripts of transactions related to this Affiliation Agreement. The Parties further agree to make all records available to and cooperate with the Comptroller General of the United States and any representatives of the federal government or the State of Texas as may be required by law, under any Medicaid or Medicare Agreement, or under any other agreement between FACILITY and any agency of government, including providing reasonable access, assistance, and facilities at no additional charge to FACILITY. The provisions of this Section shall survive termination of this Affiliation Agreement, regardless of the cause of such termination.
12. **PROTECTED HEALTH INFORMATION.** It is expressly understood and agreed that all HCPH medical records and patient records shall be treated as confidential information and SCHOOL, its representatives, and Program Participants agree to observe and adhere to any and all applicable federal, state, and licensing authorities' laws, rules and regulations concerning patient rights, patient privacy, and confidentiality of patient health care information in any form, including but not limited to, its compliance with the requirements of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g), as amended, and also both the Standards for Privacy of Individually Identifiable Health Information and for Electronic Protected Health Information (EPHI) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as HIPAA. Pursuant to HIPAA, SCHOOL shall comply with the following provisions, to the extent such provisions apply to the services set forth in this Affiliation Agreement:
 - a. SCHOOL is prohibited from further using or disclosing protected health information or EPHI for any purpose other than the educational training purpose stated in this Affiliation Agreement and any amendments.
 - b. SCHOOL is prohibited from further using or disclosing protected health information or EPHI in a manner that would be prohibited by the HIPAA if done by FACILITY, or if either SCHOOL or FACILITY is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation or rule.
 - c. SCHOOL shall develop and maintain safeguards as necessary to ensure that protected health information and EPHI is not used or disclosed except as provided in this Affiliation Agreement or as required by State or federal law, regulation, or rule.
 - d. SCHOOL agrees to report to HCPH any use or disclosure of protected health information or EPHI of which SCHOOL becomes aware.

- e. SCHOOL agrees to ensure that any subcontractors or agents to whom the SCHOOL provides protected health information or EPHI received from HCPH will agree to the same restrictions and conditions that apply to SCHOOL, with respect to such protected health information and that SCHOOL will take action to mitigate against violation of such restrictions and conditions immediately upon becoming aware of such.
 - f. SCHOOL agrees to notify HCPH in writing within 3 business days of SCHOOL becoming aware of any material alteration of an individual's protected health information or EPHI provided to SCHOOL by HCPH or held by or collected by SCHOOL for FACILITY. SCHOOL agrees to also provide to HCPH within 3 business days, at no charge to FACILITY, a copy of the altered health information and an explanation of such alteration and the reason for the alteration. If FACILITY holds such individual's protected health information, FACILITY will make such alteration and explanatory documents a part of the individual's protected health information. If SCHOOL holds such individual's protected health information, SCHOOL will make such alteration and explanatory documents a part of the individual's protected health information.
 - g. SCHOOL agrees to make available to the federal Health and Human Services (HHS) or HHS's agents for the purpose of enforcing the requirements of HIPAA such of SCHOOL's internal practices, books and records as relate to the use and disclosure of protected health information received from or kept for FACILITY.
 - h. SCHOOL shall not be authorized to hold or maintain protected health information or EPHI for FACILITY.
 - i. Upon termination of this Affiliation Agreement for any reason, SCHOOL shall deliver all protected health information and EPHI to HCPH or, if specifically requested to do so by HCPH in writing, to destroy all protected health information. This provision applies when SCHOOL maintains protected health information and EPHI in any form.
 - j. At the option of FACILITY, FACILITY may terminate any portion of this Affiliation Agreement under which SCHOOL maintains, compiles, or has access to protected health information or EPHI, or, at the option of FACILITY, FACILITY may terminate the entire Affiliation Agreement if FACILITY determines that SCHOOL has repeatedly violated a term of this Article or this Affiliation Agreement. FACILITY's determination that SCHOOL has repeatedly violated this Article is not subject to challenge by SCHOOL.
 - k. SCHOOL shall report any security incident to HCPH.
 - l. SCHOOL's obligations with regard to protected health information and EPHI shall survive termination of this Affiliation Agreement.
 - m. The Parties agree to take such action as is necessary to amend this Affiliation Agreement if FACILITY, in its reasonable discretion, determines that amendment is necessary for FACILITY to comply with HIPAA or other State laws or regulations affecting the use or disclosure of protected health information or EPHI. Any ambiguity in this Affiliation Agreement shall be resolved to permit FACILITY to comply with HIPAA and Chapter 181 of the Texas Health and Safety Code.
 - n. Notwithstanding any other provision to the contrary, Program Participants are considered part of FACILITY's workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but will not be construed to be employees of FACILITY.
13. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, certified United States Mail, postage prepaid, return receipt requested, addressed as follows:

If to SCHOOL:

University of Texas Medical Branch at Galveston
Darcy Ortiz MHA, MPA, PA-C
Director of Clinical Education
301 University Blvd. Galveston, TX 77555-1345
409.772.9559
ddortiz@utmb.edu

If to FACILITY:
Executive Director
Harris County Public Health Services
Attn: Umair A. Shah, M.D., M.P.H.
2223 West Loop South, 7th Floor
Houston TX 77027-0503
Office: 713-439-6000
Fax: 713-439-6080
Email: umair.shah@phs.hctx.net

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

14. GENERAL PROVISIONS

- a. **Entire Affiliation Agreement.** This Affiliation 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 Affiliation Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties, and obligations in this Affiliation Agreement shall survive the expiration or earlier termination of this Affiliation Agreement.
- b. **Severability.** If any provision of this Affiliation Agreement is held to be invalid or unenforceable for any reason, this Affiliation Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- c. **Captions.** The captions contained in this Affiliation Agreement are used solely for convenience and shall not be deemed to define or limit the provisions of this Affiliation Agreement.
- d. **No Waiver.** Any failure of a Party to enforce that Party's right under any provision of this Affiliation Agreement shall not be construed to act as a waiver of said Party's subsequent right to enforce any of the provisions contained in this Affiliation Agreement.
- e. **Assignment; Binding Effect.** Neither Party may assign or transfer any of its rights, duties, or obligations under this Affiliation Agreement to an unaffiliated entity, in whole or in part, without the prior written consent of the other Party. This Affiliation Agreement shall inure to the benefit of, and be binding upon, the Parties to this Affiliation Agreement and their respective successors and permitted assigns.
- f. **FACILITY Not Obligated To Third Parties.** FACILITY is not obligated or liable under this Affiliation Agreement to any party other than SCHOOL. Nothing in this Affiliation 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 Program Participant.
- f. **Governing Law.** Parties agree that this Agreement will be construed by the laws of the State of Texas, and exclusive venue shall be in Houston, Harris County, Texas.
- g. **Limit of Appropriations.** Prior to execution of this Agreement, FACILITY has advised SCHOOL, and SCHOOL clearly understands and agrees, such understanding and agreement being of the absolute essence

to the Agreement, that the FACILITY has certified no funds under the Agreement and SCHOOL shall have no cause of action whatsoever for money against the FACILITY under the Agreement.

h. No Federal Exclusion. SCHOOL warrants and represents that SCHOOL is not excluded from participation in any federal health-care program including Medicare and Medicaid, and that no Program Participant, student, personnel, staff, supervising faculty member or any other individual affiliated with the SCHOOL and providing services under this Agreement is excluded from federal health-care programs. SCHOOL shall immediately notify FACILITY of any changes to the representations and warranties set forth in this section and this Agreement may be immediately terminated due to such changes as determined in the sole discretion of FACILITY.

i. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the SCHOOL hereby designates FACILITY 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 FACILITY to carry out the Program. FACILITY agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

15. PUBLIC INFORMATION. The Parties expressly acknowledge that the Parties are subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in this Affiliation Agreement to the contrary, The Parties will make any information related to this Affiliation Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act.

16. E-MAIL ADDRESSES. SCHOOL affirmatively consents to the disclosure of its e-mail addresses that are provided to FACILITY and/or HCPH. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, as amended, and shall survive termination of this Affiliation Agreement. This consent shall apply to e-mail addresses of SCHOOL employees, officers, and agents acting on SCHOOL's behalf and shall apply to any e-mail address of the aforementioned parties provided in any form for any reason whether related to this Affiliation Agreement or otherwise.

17. ELECTRONIC SIGNATURES AND DUPLICATE ORIGINALS. Pursuant to the requirements in TEX. BUS. & COM. CODE ANN. §43.007 and the Federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. ch 96), this Affiliation Agreement may be executed in duplicate counterparts and with electronic signatures, including by facsimile, with the same effect as if the signatures were on the same document. Pursuant to these statutes, this Affiliation Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

18. COUNTERSIGNATURE: This Agreement shall be of no force of effect unless and until signed by the Executive Director of HCPH or his designee.

This instrument has been executed on behalf of FACILITY by a duly authorized representative of FACILITY, and on behalf of the SCHOOL by a duly authorized representative of SCHOOL.

19. INDEMNIFICATION BY SCHOOL.

a. SCHOOL represents that it has statutorily prescribed liability insurance coverage for the negligent acts of its officers, employees, and agents while acting within the scope of their employment with SCHOOL.

b. To the extent authorized by the Constitution and laws of the State of Texas, subject to the provisions of the applicable tort claims statutes in SCHOOL's state of residence, including its limits of liability and exclusions therefrom, SCHOOL assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the SCHOOL its officers, employees, and agents thereof.

Harris County

By: _____

Lina Hidalgo
County Judge

Date Signed: _____

**The University of Texas Medical Branch
at Galveston**

By: _____

Charles P. Mouton, MD, MS

Executive Vice President, Provost and
Dean, School of Medicine

Thomas N. & Gleaves T. James Distinguished Chair

Date signed: _____

12/15/20

APPROVED BY:

By: _____

Gwen Sims, Interim Executive
Director, Harris County Public Health
Services

Date Signed: _____

12/18/20

APPROVED AS TO FORM:

VINCE RYAN

Harris County Attorney

By: _____

Marva Gay

Senior Assistant County Attorney

CAO File No. 20GEN3694

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefits provided by Harris County, acting through Harris County Public Health (HCPH), to the undersigned in the form of experience in operations of HCPH, the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by The University of Texas Medical Branch at Galveston or HCPH at the facilities of Harris County or under the control of Harris County, unless such injury or loss arises solely out of the gross negligence or willful misconduct of Harris County.

Student/Program Participant (date)

Parent/Guardian (date)
(if participant under 18)

Printed Name

Printed Name

Witness (date)

Printed Name

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal and Texas law and the Agreement between The University of Texas Medical Branch at Galveston and Harris County, acting through Harris County Public Health (HCPH), to keep confidential any information regarding individually identifiable persons or cases, as well as all confidential information of HCPH and/or its patients. The undersigned agrees, under penalty of law, not to reveal to any person or persons, except authorized clinical staff and associated personnel, any specific information regarding any individually identifiable person and further agrees not to reveal to any third party any confidential information of HCPH and its patients except as required by law or as authorized by the Director of HCPH or his designee.

Dated this _____ day of _____, 20__.

Student

Printed Name

Witness

Printed Name