

## AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is entered into by and between **The University of Texas Medical Branch at Galveston** ("UTMB"), an institution of The University of Texas System ("System") and agency of the State of Texas, on behalf of its **School of Health Professions**, and **County of Galveston** - ("County"), having its principal office at 4102 Main Street, La Marque, State of Texas 77568, to be effective **February 17, 2025** (the "Effective Date"), regardless of the date of execution.

**WHEREAS**, County operates facilities indicated above and listed in Exhibit A; and

**WHEREAS**, UTMB, School of Health Professions, provides academic courses and periodically desires to provide students in such courses with educational experiences utilizing appropriate facilities and personnel of third parties; and

**WHEREAS**, UTMB and County (the "parties") wish to cooperate to establish and implement from time to time one or more educational experiences involving the respective personnel and facilities of the parties (each, a "Program");

**NOW, THEREFORE**, in consideration of the mutual promises herein, the parties agree that any Program established and implemented by the parties during the term of this Agreement will be covered by and subject to the following terms and conditions:

1. **PROGRAM AGREEMENT:** To become effective, all agreements with respect to a Program (each, a "Program Agreement") must be reduced to writing and executed by authorized representatives of both UTMB and County.
2. **CONFLICT:** In the event of conflict between a Program Agreement and this Agreement, this Agreement will govern.
3. **AMENDMENT:** Amendments to this Agreement or any Program Agreement must be in writing and signed by an authorized representative of each party.
4. **SUPERSEDING AGREEMENT.** This Agreement supersedes any prior agreement or understanding between the parties with respect to the subject matter herein.
5. **RESPONSIBILITIES OF COUNTY:** Except for acts to be performed by UTMB pursuant to the provisions of this Agreement or as may be specified in a Program Agreement, County will furnish the premises, personnel, services, and all other items reasonably necessary for the educational experience specified in the Program Agreement. In connection with such Programs, County will:
  - (a) Comply with all applicable federal, state, and municipal laws, ordinances, rules, regulations, and requirements of any accreditation authority, and certify such compliance upon request by UTMB;
  - (b) Permit the authority responsible for accreditation of UTMB's curriculum to inspect the facilities, services, and other items provided by County for purposes of the educational experience;
  - (c) Appoint a person to serve for County as liaison ("County Liaison") by the following

procedure:

1. County will submit to UTMB the name and professional and academic credentials of the person proposed as County Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;
  2. UTMB will notify County of UTMB's approval or disapproval of such person within ten (10) days after receipt of such notice;
  3. No person will act as County Liaison without the prior written approval of UTMB; and
  4. In the event the County Liaison approved by UTMB later becomes unacceptable and UTMB so notifies County in writing, County will appoint another person in accordance with the procedure outlined herein;
- (d) Comply with applicable state and federal workplace safety laws and regulations, including providing (or, in the event County does not have the resources to provide such emergency care, referring the student to the nearest emergency facility) such emergency care as is provided County's employees (e.g., as necessary: examination and evaluation by County'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 student exposed to an infectious or environmental hazard or other occupational injury (e.g., needle stick) while at County upon notice of such incident from the student, the cost of which will be the student's sole responsibility; and
- (e) Maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur, and provide students and faculty with access to appropriate resources for student education including: (1) access to County in an appropriately supervised environment in which students can complete UTMB's curriculum; County

**6. RESPONSIBILITIES OF UTMB: UTMB will:**

- (a) Furnish County with the names of the individuals assigned by UTMB to participate in each Program;
- (b) Assign only those individuals who are sufficiently qualified or have satisfactorily completed all necessary prerequisites to Program participation;
- (c) Designate a member of the UTMB faculty ("UTMB Representative") to ensure faculty and student access to appropriate resources for student education and coordinate the educational experience of students participating in the Program with the County Liaison. UTMB will give County written notice of the name of the UTMB Representative for each Program; and
- (d) Retain ultimate responsibility for the education and assessment of its students, including the appointment and assignment of faculty members with responsibility for student teaching.

7. **NOTICE:** All notice under this Agreement or a Program Agreement will be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Notice will be deemed given when received by a party's designated liaison or representative.

If to UTMB: The University of Texas Medical Branch at Galveston  
ATTN: Affiliation Agmt Coordinator  
301 University Blvd.  
Galveston, TX 77555-1136

County: County of Galveston - Senior Services  
4102 Main Street  
La Marque, TX 77568

With a Copy to:  
County of Galveston  
Attn: County Judge  
722 Moody Ave., 2<sup>nd</sup> Floor  
Galveston, TX 77550

8. **ORAL REPRESENTATIONS:** No oral representations of any officer, agent, or employee of County, UTMB, or System, will affect or modify any obligations of either party under this Agreement or any Program Agreement.
9. **ASSIGNMENT:** Neither this Agreement nor any Program Agreement may be assigned by either party without prior written approval of the other party.
10. **PERFORMANCE:** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party will not constitute default hereunder, or give rise to any claim for damages.
11. **TERM:** This Agreement will become effective as of the date first above-written when signed by the parties and will continue in effect for a period ending five (5) years after the Effective Date ("Term"). Either party may terminate this Agreement upon one hundred eighty (180) days' written notice. If such notice is given, this Agreement will terminate upon the later of: (a) the end of such one hundred eighty (180) days; or (b) when all students enrolled in a Program at the time such notice is given have completed their respective courses of study under the Program.
12. **APPLICABLE LAW:** The validity, interpretation, and enforcement of this Agreement and any Program Agreement will be governed by the laws of the State of Texas.
13. **FERPA:** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), UTMB hereby designates Facility as a school official with a legitimate educational interest in the educational records of any students who participate in a 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 any educational records received from UTMB or its students.
14. **INDEMNIFICATION:** Both parties reserve any claim they may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.
15. **INSURANCE:** Pursuant to the authority of the System Board of Regents, students are adequately insured as required for enrollment in the UTMB School of Health Professions.

Insurance shall be maintained during the term of this Agreement. The coverage limits of the professional liability insurance policy are in the amounts of \$2,000,000 per occurrence and \$6,000,000 in the aggregate. Any applicable certificate or proof of insurance evidencing the foregoing policies that applies only to students will be made available upon request. County acknowledges that, as an agency of the State of Texas, UTMB will self-insure against any other risk that may be incurred by UTMB as a result of its operations under this Agreement. County further acknowledges that, because UTMB is an agency of the State of Texas, liability for the tortious conduct of agents and employees of UTMB (other than medical liability of its physicians, residents, or medical students) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101, 104 and 108), and that Workers' Compensation Insurance coverage for employees of UTMB is provided by UTMB as mandated by the provisions of Texas Labor Code, Chapter 503. County must obtain and maintain general and professional liability insurance coverage, through insurance carriers or self-insurance programs, with limits sufficient to cover County's obligations under this Agreement. No insurance carrier of either party will have a right of subrogation against the other party to this Agreement.

**16. HIPAA:** The parties acknowledge that County does not provide health care services and County is not a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA"). The parties acknowledge that no services are being provided to County by UTMB pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

**17. Limitations:** The parties are aware that there are constitutional and statutory limitations on the authority of UTMB (a state agency) to enter into certain terms and conditions of this Agreement, including but not limited to those terms and conditions relating to liens on UTMB's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on UTMB except to the extent authorized by the laws and Constitution of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives below, to be effective as of the date first above written.


**COUNTY OF GALVESTON**

**THE UNIVERSITY OF TEXAS  
MEDICAL BRANCH AT GALVESTON  
SCHOOL OF HEALTH PROFESSIONS**

By:   
Judge Mark Henry

Title: County Judge

Date: February 17, 2025

By:   
David A. Brown, PT, PhD, FAPTA, FASAHP  
Dean of School of Health Professions

Date: 2/5/25

## **Exhibit A**

BCC = Bayside Community Center in Bacliff  
4833 10th Street Bacliff, TX 77518

WJCC = Wayne Johnson Community Center in La Marque  
4102 Main Street La Marque, TX 77568

DCC = Dickinson Community Center in Dickinson  
2714 Highway 3. Dickinson, TX 77539

## PROGRAM AGREEMENT

This Program Agreement ("Program Agreement") is entered into by and between **The University of Texas Medical Branch at Galveston** ("UTMB"), an institution of The University of Texas System ("System") and agency of the State of Texas, on behalf of its **School of Health Professions and County of Galveston** - ("County"), having its principal office at 4102 Main Street, La Marque, State of Texas 77568, to be effective **February 17, 2025** (the "Effective Date"), regardless of the date of execution.

**WHEREAS**, UTMB and County (the "parties") have entered into that certain Affiliation Agreement dated effective **February 17, 2025** (the "Affiliation Agreement"); and

**WHEREAS**, the parties desire to implement the provisions of such Affiliation Agreement by providing students enrolled in the UTMB School of Health Professions programs of **Clinical Laboratory Sciences, Nutrition & Metabolism, Occupational Therapy, Physical Therapy & Respiratory Care** with educational experience utilizing the personnel, equipment, and facilities of County;

**NOW THEREFORE**, in consideration of the mutual promises and covenants expressed herein the parties agree as follows:

### 1. PROGRAM.

- a. County Liaison and UTMB Representative will design an educational experience in Clinical Laboratory Sciences, Nutrition and Metabolism, Occupational Therapy, Physical Therapy and Respiratory Care programs (collectively, the "SHP Programs") ("Program") for UTMB students utilizing the personnel, equipment, and facilities of County.
- b. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of UTMB and with the standards of the accrediting entity for the school or division of UTMB in which students are enrolled.
- c. The Program will be reviewed periodically by the County Liaison and UTMB Representative and, when appropriate, will be revised to meet the UTMB curriculum requirements and the standards of the accrediting entity.
- d. The educational experience for students in the Program will be an integral part of the services provided by County and students will be under the direct supervision of County personnel who are licensed or otherwise qualified to perform such services.

### 2. RESPONSIBILITIES OF UTMB.

- a. Ensure that all students selected for participation in the Program have satisfactorily completed all portions of the UTMB curriculum that are a prerequisite for participation in the Program.
- b. Develop criteria for the evaluation of the performance of UTMB students participating in the Program and provide those criteria, with appropriate reporting forms, to County personnel who are responsible for supervising those students.



- c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- d. Inform all UTMB students and personnel participating in the Program that they are required to comply with the rules and regulations of County while on the premises of County and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by County.
- e. Provide information requested by County related to students participating in the Program unless prohibited by federal or state law.
- f. Remove a student from the Program if County determines that the student has violated the rules and regulations of County; disclosed information that is confidential by law; or engaged in conduct that disrupts the activities carried on by County or threatens the safety of County personnel .

### **3. RESPONSIBILITIES OF COUNTY.**

- a. Assign appropriate space on County premises for offices, lecturers, and other non-experience related activities of the Program.
- b. Provide the equipment, supplies, qualified personnel, and supervised access to clients required for the experience related activities of the Program.
- c. Obtain and maintain all licenses required for County and ensure that all County personnel are appropriately licensed.
- d. Provide orientation sessions to inform UTMB students and personnel concerning the rules and regulations of County.
- e. Permit representatives of the accrediting entity for the school or division of UTMB in which students participating in the Program are enrolled to have reasonable access to premises of County for purposes related to the accreditation process.

### **4. GENERAL PROVISIONS.**

- a. UTMB students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- b. This Program Agreement and the Affiliation Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of such agreements. No amendment to this Program Agreement will be effective unless reduced to writing and signed by an authorized representative of each party.
- c. The parties will comply with all applicable federal, state, and local laws,


ordinances, and regulations in the performance of this Program Agreement.


- d. The Program and all related activities will be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to race, color, national origin, religion, sex, age, veteran status, or disability.
- e. The initial Program will begin on the Effective Date and continue for an initial term of one (1) year. Either party may terminate this Program Agreement upon thirty (30) days' written notice to the other party. If such notice is given, this Agreement will terminate upon the later of: (a) the end of such thirty (30) days; or (b) when all students enrolled in a Program at the time such notice is given have completed their respective courses of study under the Program. Notwithstanding the foregoing or anything to the contrary herein, this Program Agreement will terminate upon the termination of the Affiliation Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives below, to be effective as of the date first above written.

COUNTY OF GALVESTON -

THE UNIVERSITY OF TEXAS  
MEDICAL BRANCH AT GALVESTON  
SCHOOL OF HEALTH PROFESSIONS

By:   
Title: Judge Mark Henry  
County Judge  
Date: February 17, 2025

By:   
Title: David A. Brown, PT, PhD, FAPTA, FASAHP  
Dean of School of Health Professions  
Date: 2/5/25