

EDUCATION AFFILIATION AGREEMENT

Agreement No. **EA-16011**

THIS AGREEMENT, made and entered into as of the date set forth on the signature page below, by and between Laramie County Community College (*hereinafter referred to as LCCC*), whose address is 1400 East College Drive, Cheyenne WY, 82007, and Williamson County EMS, acting by and through Williamson County, a political subdivision of the State of Texas (*hereinafter referred to as Provider*) whose address is PO Box 873, Georgetown, TX 78627.

WITNESSETH:

WHEREAS, LCCC desires to obtain and Provider represents and warrants that it has the skill and expertise to provide certain services, the scope of which is more fully described herein;

WHEREAS, LCCC has an established emergency medical technician program and offers to its enrolled students a degree in the field of emergency medical services;

WHEREAS, Provider operates healthcare facilities in proximity to LCCC that are suitable for educational need and are a mutual benefit to both Parties and the community;

WHEREAS, LCCC desires to provide to its students a hands-on education and clinical learning experience through the application of knowledge and skills in actual patient-centered situations and facilities; and,

WHEREAS, Provider has agreed and is willing to provide such facilities, and is uniquely qualified to provide such services;

NOW, THEREFORE, The Parties mutually agree to cooperate in the arrangement for the students to acquire clinical experience in the observation and/or performance of patient upon terms and conditions set forth herein:

I. DEFINITIONS

A. "Clinical Experience" means a program of study as part of LCCC's course or degree requirements, conducted in cooperation with the Provider, whereby students receive supervised experience and instruction in a professional setting under the direct supervision of a qualified clinical instructor. Clinical Experience shall be the same as clinical training.

B. "Site Supervisor" means that person qualified, employed or retained by the Provider as responsible for the development and administration of the Clinical Experience affiliation with LCCC, jointly approved by both parties.

C. "Student" means a person enrolled through LCCC and who is to perform the Clinical Experience and registered in the appropriate certification or degree program.

D. "LCCC Supervisor" means the person employed by LCCC to serve at a qualified clinical facility and is responsible for the development and administration of this Clinical affiliation with the Provider. Said supervisor shall be jointly approved by both parties.

E. "Program" means the course of academic requirements necessary to obtain the appropriate certification or degree.

F. "Program Participant" means a student, staff, faculty or support personnel related to Program.

II. AGREEMENT DOCUMENTS

The Agreement documents consist of the Agreement between LCCC and Provider (*hereinafter the Agreement*), all attachments, exhibits or other documents hereby incorporated by reference and made a part of this Agreement. Unless specifically identified in the Agreement, the Agreement documents do not include any other documents not described herein, any conversations, other memoranda, or other matter between the parties relating to the subject of this Agreement, oral or written. The Parties agree to comply with the Agreement Documents.

III. TERMS OF AGREEMENT

This agreement is effective when all parties have executed it per Agreement Article XIV. The term of this Agreement is from the date of the last signature and shall automatically renew for successive one (1) year terms unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article XI of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

IV. REPRESENTATIONS AND RESPONSIBILITIES OF LCCC

LCCC shall be responsible for the implementation and operation of the clinical component of its program at the designated facility, which Program shall be pre-approved by Provider. Specific responsibilities shall include, but not be limited to:

- A. Provide, implement and maintain the respective program related to the student experience including: (i) establish & evaluate classroom theory and practical instruction; (ii) coordinate placement, assignment and rotation of students; (iii) administer training, education and other information for the students; (iv) provide students with a grade and appropriate credit hours for completing clinical training; (v) maintain ultimate control over academic aspects of clinical experience; and,
- B. Performance of such other duties as may from time to time be agreed to via written instrument between LCCC and Provider; and,
- C. Require each student to sign a "Confidentiality Statement" (*Exhibit "A"*) and a "Statement of Responsibility" (*Exhibit "B"*).
- D. Maintain sole responsibility for developing and maintaining the educational curriculum, establishing objectives and standards of clinical training experiences, offering programs eligible for accreditation, and all other matters pertaining to acquiring the educational goals and needs of LCCC.
- E. Provide (*upon request*) documentation of measles and rubella titer showing immunity or record of MMR vaccine less than ten (10) years old, Hepatitis B vaccine series, a signed declaration statement, or Anti-HBs or HbsAB and PPD (mantoux) less than twelve (12) months old, or an annual Tuberculosis questionnaire.
- F. Inform Program Participants of their responsibility to provide any transportation, meals and lodging related to the Clinical Experience.
- G. Advise faculty and students assigned to Provider's facilities of their responsibility for complying with the policies, rules and regulations of Provider.
- H. Provide general comprehensive liability insurance in the amount of \$1,000,000 covering bodily injury and property damage liability with a professional liability endorsement which includes "malpractice" coverage for faculty and students of LCCC while students are involved with Provider. The required insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the Provider.

LCCC acknowledges that LCCC's insurance shall be deemed primary with respect to any insurance or self insurance, if any, carried by Provider for liability arising out of operations under this Agreement. The Provider, its officials, directors, employees, representatives, and volunteers shall be added as additional insured as respects operations and activities of, or on behalf of the named insured performed under this Agreement. In addition, LCCC will provide, if required by applicable State law, Workman's Compensation as required by the respective State law for faculty and students participating in the program.

I. Shall agree to conduct a background investigation for its faculty and students participating in the respective Program in a similar manner and in accordance with the policies required of Provider employees. The background check shall include a criminal background check that complies with the federal and state laws and regulations and Provider policy to ensure individuals are suitable for a patient care environment.

J. Shall agree to require Program Participants to undergo "for cause" drug screening in a similar manner and under policies similar to those affecting employees of the Provider.

V. REPRESENTATIONS AND RESPONSIBILITIES OF PROVIDER

A. Shall provide professional instruction for appropriate training and clinical experiences at approved and designated facilities.

B. Shall provide and/or pay for necessary physical facilities, clinical equipment, materials, supplies, or other expenses reasonably necessary to provide this clinical service in accordance with affiliation objectives(*unless otherwise specified*).

C. Shall provide each student with access to a planned program of hands-on experience, consistent with the educational and accreditation objectives per the respective program established by LCCC.

D. Shall provide a designated staff member by respective department to serve as a liaison with respective LCCC program to observe and assist with various aspects of patient care.

E. To the extent Provider deems necessary, Provider shall provide general comprehensive liability insurance in the amount of \$1,000,000 covering bodily injury and property damage liability including a professional liability endorsement which includes "malpractice" and other relevant coverage for its officers, agents, volunteers, employees and representatives.

F. Will provide all assigned students with an orientation to Provider's facilities, rules and regulations, confidentiality laws, and procedures with regard to patient and medical records.

G. Provider may immediately remove from the designated facility premises any student(s) who pose an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Such removal shall be documented via written instrument and be forwarded to LCCC for review.

H. Shall maintain ultimate responsibility for patient care and treatment, and for the safety, health and welfare of Provider's patients.

VI. MUTUAL REPRESENTATION AND RESPONSIBILITIES

The Parties shall cooperate to fulfill the following mutual representations and responsibilities:

A. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Provider or its designated facility.

B. Any courtesy appointments to faculty or staff by either Provider or LCCC or a designated facility shall be without entitlement of the individual to compensation or benefits for the appointed party.

C. Reserves the right to withdraw from the Clinical Program any student whose health (*given reasonable accommodation*) or performance is a detriment to patient well-being or to the achievement of the stated objectives of the respective Program and complies with applicable due process per respective Program discipline.

D. Affirms that they have an Exposure Plan Protocol which meets OSHA requirements for an infection control program.

E. Will establish the education objectives for the affiliation, devise methods for their implementation, and evaluate their effectiveness.

F. Will not unlawfully discriminate against any employee, applicant, or student enrolled in their respective program because of race, color, creed, religion, age, handicap, sex, ancestry, veteran's status or national origin.

VII. COMPENSATION

Compensation benefits for this Agreement shall include \$1.75 per hour per student to be paid by LCCC to Provider. Compensation shall be paid to Provider within thirty (30) days from the date of Provider's invoice for payment.

VIII. REPRESENTATIVES

All notices, communications, correspondence and transmittals regarding this Agreement shall be done so via written instrument to the below designated Agreement representatives.

LCCC's representative for commercial and contractual matters is Jamie Spezzano, (307) 778-1280, 1400 East College Drive, Cheyenne WY 82007 or jspezzano@lccc.wy.edu

LCCC's program representative is Patrick Currie, (307) 778-1149, 1400 East College Drive, Cheyenne WY 82007.

Provider's representative for this Agreement is Kenny Schnell (512) 943-1264, whose address is PO Box 873, Georgetown TX 78627.

IX. OTHER PROVISIONS

This Agreement shall include additional provisions as applicable to the specific scope of services and/or work.

A. **Amendments:** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Parties to this Agreement shall be incorporated by written instrument, executed and signed by all Parties to this Agreement.

B. **Americans with Disabilities Act:** The Provider shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 *et seq.*, and any properly promulgated rules. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status or handicap in either the selection of students for participation in the Program, or as to any respect of the clinical training, provided however, that with respect to the handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program. LCCC assures that, at all times during the performance of any resulting contract, no qualified individual with a disability shall, by reason of that disability, be excluded from participation in, or be denied benefits of, services, programs, or activities performed by LCCC for the benefit of the Provider.

C. **Applicable Law/Venue:** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the state of Texas. The Courts of the state of

Texas shall have jurisdiction over this Agreement and the parties, and the Venue shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas.

D. **Compliance of Law:** The Provider and LCCC shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

E. **Confidentiality:** Each party and its employees and agents shall keep confidential all knowledge, information and documents entrusted to its care by the other party. Neither party nor any of its employees or agents shall disclose any knowledge, information or documents entrusted to it or them by the other party to any person, firm or corporation other than the person, firm or corporation designated by the other party. Knowledge, information and documents entrusted by each party to the other party may include, but are not limited to, the names of vendors and the terms and conditions (*including financial information*) with vendors, the names of patients and the terms and conditions (*including financial information*) of agreements with, or for the benefit of, patients, medical records and information, trade secrets, proprietary information, non public information, clinical, marketing, personnel and administrative policies, procedures, manuals and reports, written agreements, contracts, including this Agreement, and other assets of either party.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Provider, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Provider as to whether or not the same are available to the public. It is further understood that Provider's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Provider, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Provider by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

F. **Force Majeure:** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming Party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the Party failing to perform immediately notifies the other Party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming Party.

G. **Indemnification:**

1. LCCC WILL DEFEND, INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS OFFICERS, AGENTS, VOLUNTEERS, EMPLOYEES AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS FOR LOSS AND DAMAGE TO PROPERTY OR INJURY OR DEATH TO PERSONS, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES, ARISING FROM THE ACTS OR OMISSIONS OF LCCC, ITS FACULTY OR STUDENTS. LCCC SHALL BE LIABLE UNDER THE PROVISIONS OF THIS PARAGRAPH FOR SUCH OBLIGATION, COSTS OR EXPENSES ONLY TO THE EXTENT THAT SUCH ACT OR OMISSION IS CAUSED BY THE FACULTY OR STUDENTS OF LCCC.

2. TO THE EXTENT ALLOWED BY TEXAS LAW, PROVIDER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS LCCC, ITS OFFICERS, AGENTS, VOLUNTEERS, EMPLOYEES AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS FOR LOSS AND DAMAGE TO PROPERTY OR INJURY OR DEATH TO PERSONS, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES, ARISING FROM THE ACTS OR OMISSIONS OF PROVIDER. TO THE EXTENT AUTHORIZED BY TEXAS LAW, PROVIDER SHALL BE LIABLE UNDER THE PROVISIONS OF THIS PARAGRAPH FOR SUCH OBLIGATION, COSTS OR EXPENSES ONLY TO THE EXTENT THAT SUCH ACT OR OMISSION IS CAUSED BY PROVIDER.

H. **Non-Exclusive Agreement:** This Agreement is not exclusive. Accordingly, either party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Agreement, and execution by either party of such agreements shall not constitute a breach of this Agreement.

I. **Proof of Insurance:** Neither the Provider nor LCCC shall commence the services under this Agreement until LCCC has provided a "Certificate of Liability Insurance Certificate" document. Proof of required insurance must be submitted via written certificate and submitted to Agreement representatives.

J. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its' terms disregarding such unenforceable or invalid provision.

K. **Sovereign Immunity:** Neither party waives sovereign immunity by entering into this Agreement and specifically retains all immunity and all defenses available to it as a sovereign pursuant to applicable Wyoming Statutes and all other Wyoming law and Texas law.

X. ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither this Agreement nor any of the rights and obligations of either party shall be assigned or transferred in whole or in part without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

XI. TERMINATION

A. **Term.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated upon six (6) month's written notice of either party, but not unreasonably terminated during an academic terms so that students presently enrolled will be allowed to complete the educational requirements of the respective program.

B. **For Convenience.** If for any other reason either party desires to terminate this Agreement for convenience and upon the condition that such Party is not in breach of any of the terms and conditions of this Agreement at such time, it may terminate this Agreement for convenience upon one-hundred eighty (180) calendar day advance written notice to the other Party. Upon receipt of such notice, Provider will immediately discontinue specific services and subsequent financial obligations.

C. **Termination Compensation.** In the event of a termination for convenience, it is understood and agreed that only the amounts due for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for either Party's termination of this Agreement for convenience.

D. **Termination Notices.** It is agreed that any and all termination notices by both Parties shall be transmitted via signed written instrument, and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth in Agreement Article VIII, or at such other address as either Party shall designate to the other Party in writing hereafter.

XII. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties. This Agreement and all incorporated documents by reference contain 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.

XIII. RELATIONSHIP OF THE PARTIES

Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures, students or associates of one another. The employees, students or agents of one party shall not be deemed or construed to be the employees, students or agents of the other party for any purposes whatsoever.

XIV. AGREEMENT ATTACHMENTS AND EXHIBITS

The following Attachments and Exhibits are incorporated herein by reference and attached hereto and shall become a part of this Agreement for all purposes:

Exhibit "A"	Student Confidentiality Statement and Student Statement of Responsibility
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XIV. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the date written below.

Williamson County EMS
Provider Name

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Laramie County Community College
LCCC

By: _____
Signature

Name: Dr. Joe Schaffer
Printed Name

Title: College President

Date: 2/27/18