

**AFFILIATION AGREEMENT FOR
EMERGENCY MEDICAL SERVICES PROFESSIONALS**

THIS AFFILIATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES PROFESSIONALS, effective the 1st day of July, 2017 (the "Effective Date") is made by and between the Williamson County Emergency Medical Services ("Williamson County EMS") and Seton Family of Hospitals d/b/a Dell Children's Medical Center ("Seton").

WHEREAS, Williamson County EMS has established an approved professional Emergency Medical Services ("EMS") program (the "Program") of special training in preparation for the certification of individuals (the "EMS Trainees") as EMS professionals and for the provision of training to entities providing EMS (the "EMS Providers"); and

WHEREAS, the Program requires ongoing pediatric clinical experiences to ensure pediatric clinical competencies of EMS Trainees and EMS Providers; and

WHEREAS, the Program requires clinical facilities where the EMS Trainees can obtain the clinical learning experiences required in the curriculum; and

WHEREAS, the Program requires clinical facilities where EMS Providers can obtain additional pediatric clinical experiences; and

WHEREAS, Seton has an appropriate clinical facility for EMS Trainees and EMS Providers to obtain clinical learning experience at Dell Children's Medical Center (the "Facility"); and

NOW, THEREFORE, in consideration of the mutual promises herein, Williamson County EMS and Seton agree as follows:

1. Responsibilities of Seton. Seton will:

- a. Allow the EMS Trainees and EMS Providers to observe and participate in training at the Facility at the following levels: EMT Basic, Advance EMT, and EMT-Paramedic Professional EMS;
- b. Appoint an employee at the Facility to serve as Seton and the Facility's representative (the "Facility Representative") to coordinate with Program representatives; and
- c. Provide feedback and complete an evaluation on the performance of each EMS Trainee and EMS provider who participates in the Program.

2. Responsibilities of Williamson County EMS. Williamson County EMS will:

- a. Submit the names of potential EMS Trainees and EMS Providers to the Facility. All submitted names shall be for individuals who have satisfactorily completed those portions of Williamson County EMS' curriculum necessary for the individuals to safely and competently participate in the Program. Seton shall

have the right to reject any individual as an EMS Trainee or EMS Provider if the credentials, skills, or health status of any individual is not sufficient or suited for the EMS Trainee or EMS Provider to participate in the Program; and

- b. Provide the Facility Representative with the Program learning objectives related to the EMS Trainee and EMS Providers; and
- c. Designate an employee as its representative (the "Program Representative") to coordinate with the Facility Representative with regard to the Program. In the event the Program Representative becomes unacceptable to Facility and Facility so notifies Williamson County EMS in writing, Williamson County EMS will appoint, within ten (10) days, a different Program Representative; and
- d. Provide information regarding the EMS Trainees and EMS Providers as requested by the Facility in accordance with applicable law and notify Facility in writing within five (5) calendar days of: (i) receipt of notice of the commencement of any investigation into (or regulatory action involving) any EMS Trainee's or EMS Provider's licensing, registration, or certification by the Texas Attorney General, the Office of Inspector General, the Justice Department, or any other entity of federal, state, or local government, or (ii) loss of any insurance coverage required hereunder.
- e. Williamson County EMS shall do the following for each EMS Trainee or EMS Provider prior to such EMS Trainee's or EMS Provider's participation in the Program:
 - i. Williamson County EMS shall perform a criminal background check on each EMS Trainee and EMS Providers and all of their personnel who will participate in the Program. Without the prior written consent of Seton, Williamson County EMS shall not allow any individual with a criminal history to participate in the Program.
 - ii. Williamson County EMS acknowledges Facility's special status as a health care provider, and Facility may request that Williamson County EMS provide Facility with proof of satisfactory health status for any EMS Trainee or EMS Provider or its on-site personnel. Williamson County EMS shall ensure each EMS Trainee's and EMS Provider's compliance with Seton's standards related to immunization and screening, as well as OSHA standards, CPR training, and current liability insurance coverage.
 - iii. Prior to any EMS Trainee's or EMS Provider's personnel's on-site placement at Facility, provide Seton with proof of the following for each individual:
 - 1) Current hepatitis B vaccinations or proof that these vaccinations were made available and rejected by the individual.

- 2) PPD within the three months immediately prior to the individual's on-site placement.
 - 3) Chest x-ray within the two years immediately prior to individual's on-site placement, if such individual has ever tested positive for tuberculosis.
 - 4) Measles vaccination for two dates, which must be after January 1, 1968, or positive titer.
 - 5) Mumps vaccination for one date, which must be after January 1, 1977, or a positive titer.
 - 6) Rubella vaccine or positive titer.
 - 7) Varicella (chicken pox) vaccination, titer, or a history of this disease.
- f. Take continuous action to ensure that the Program is based on current EMS/EMT/paramedic educational programs set forth by the Texas Department of State Health Services and is compliant with all applicable laws, rules, and regulations governing the practice of EMS/EMT/paramedic services.

3. Mutual Responsibilities of the Parties.

- a. **Confidentiality.** Williamson County EMS, the EMS Trainees and EMS Providers, and all of their employees, agents, and representatives agree to keep strictly confidential and hold in trust all confidential information of Seton and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Seton. Williamson County EMS shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized, in writing, by Seton. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Seton with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to Williamson County EMS. Williamson County EMS and EMS Trainees and EMS Providers shall indemnify and hold Seton harmless against any and all claims related to Williamson County EMS' or any EMS Trainee's, or EMS Provider's breach of this Section.
- b. **HIPAA; HITECH; and Texas State Confidentiality Requirements.** The parties to this Agreement mutually agree to comply with: (1) the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"); (2) the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), and any current and future regulations promulgated under the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy

Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162, and 164 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162; and (3) Texas state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients, including without limitation, the “Texas Medical Records Privacy Act” (codified at Texas Health & Safety Code Section 181); and the “Texas Identity Theft Enforcement & Protection Act” (codified at Texas Business & Commerce Code, Section 521), as amended from time to time. The parties agree not to use or further use or disclose any “Individually Identifiable Health Information” (“IIHI”) or “Protected Health Information” (“PHI”) (as those terms are defined by HIPAA), other than as permitted by applicable federal and state laws and regulations and the terms of this Agreement. The parties agree to make their internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services (“DHHS”) to the extent required for determining compliance with federal and state laws and regulations.

4. Term and Termination. Term and Termination. This Agreement shall become effective when executed by both parties and shall continue in effect for an initial period of one (1) year. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless sooner terminated as set forth herein. At any time, the parties may agree to terminate this Agreement in writing according to the terms and dates stipulated therein. In the event either party, at any time, gives to the other at least thirty (30) days’ prior written notice of intention to terminate, with or without cause, this Agreement shall terminate at the end of such thirty (30) days. In the event either party gives notice to the other that such other party has substantially defaulted in the performance of any material obligation under this Agreement, and such default shall not have been cured within ten (10) days following the giving of such notice, the party giving such notice shall have the right to immediately terminate this Agreement. Williamson County EMS agrees that Facility may remove any EMS Trainee or EMS Provider or its personnel if Facility determines that such action is in the best interest of the Facility.
5. Notices. All notices under this Agreement shall be in writing and delivered either by personal delivery, by United States certified mail (return receipt requested), or by commercial courier service (signature required for delivery), to the parties as follows:

SETON

Seton Family of Hospitals
1345 Philomena Street, Suite 267
Austin, Texas 78723
Attn: Contract Management

WILLIAMSON COUNTY EMS

303 MLK
Georgetown, Texas 78626
Attn: Mike Knipstein

Such notices shall be deemed given to a party when received by such party’s designated representative.

6. General Provisions.
 - a. Williamson County EMS’s EMS Trainees and EMS Providers and personnel

will be responsible for their own transportation, meals, laundry, and health care while participating in the Program.

- b. Facility shall not be charged for services performed by Williamson County EMS Trainees and EMS Providers or faculty members. Williamson County EMS shall not be responsible for the salaries or expenses of any Facility employees or staff associated with the Program.
- c. EMS Trainees and EMS Providers participating in the Program are not employees of Seton or Facility and shall not be entitled to Seton or Facility employee health benefits. Facility shall provide first aid to EMS Trainees and EMS Providers participating in the Program while at the Facility as necessary.
- d. Facility shall notify any Williamson County EMS, EMS Trainee, EMS Provider personnel, or faculty member of any instance in which Facility has reason to believe that the individual has been exposed to blood borne or airborne pathogens. Such notification shall be provided in a time frame sufficient to allow the individual to seek appropriate treatment for any potential exposure.
- e. Each EMS Trainee, EMS Provider and its personnel, and/or faculty member shall be responsible for all expenses and costs of healthcare treatment related to any exposure, injury, illness, or disease occurring as a result of or during their participation in the Program.
- f. This Affiliation Agreement constitutes the entire agreement between the parties with respect to the subject matter, and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect. No amendment to this Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- g. Williamson County EMS and Seton will comply with applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.
- h. The Program and all related activities shall 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.
- i. Each party shall hold harmless, indemnify, and defend the other party from and against any and all claims, demands, actions, losses, costs, damages and expenses, including reasonable attorneys' fees, arising from or out of any negligent or willful acts or omissions of the indemnifying party, its officers, directors, employees, agents, or representatives, or any material breach of this Agreement by such parties, in connection with the performance of this Agreement. A party anticipating the need for indemnification pursuant to this section shall notify the other party in writing as soon as reasonably possible. The party requesting indemnification shall cooperate reasonably with the indemnifying party in all matters relating to the defense of any claim for which indemnification is requested or required. This indemnification and all indemnifications herein shall survive

the termination of this Agreement. With respect to Williamson County EMS, its agents for purposes of this indemnification provision shall include the EMS Trainees and EMS Providers and their personnel.

- j. The EMS Trainees and EMS Providers and their personnel and faculty members of Williamson County EMS shall comply with all applicable Facility and Seton medical staffs bylaws, rules, regulations, policies, procedures, and protocols, including without limitation, Seton's "Code of Conduct." Seton's policies and procedures and Seton's medical staff bylaws, rules and regulations, and policies are available on Seton's intranet website (at: <http://intranet/>), which can be accessed at each nursing station.
 - k. EMS Trainees, EMS Providers, and faculty members of Williamson County EMS shall acknowledge that Seton is bound by the "Ethical and Religious Directives for Catholic Healthcare Services" ("ERDs"), which are available on the Internet at: <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/> and agree to abide by such ERDs while caring for patients at a Seton facility, including not engaging in the following activities: (i) direct abortions; and (ii) in vitro fertilization ("IVF") procedures involving the creation, cryo-preservation, and/or other destruction of "supernumerary" human embryos.
 - i. Each EMS Provider and its personnel participating in the Program shall maintain professional liability insurance coverage in amounts not less than US \$1,000,000 per occurrence and US \$3,000,000 annual aggregate and provide proof of such insurance to Facility upon request.
7. Amendments. This Agreement can be amended only by an instrument in writing signed by the parties. Amendments to this Agreement shall be effective as of the date stipulated therein.
 8. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written consent of the non-assigning party, and any attempt to assign without such prior written consent shall be void.
 9. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes any prior written or oral agreements or understandings among them concerning the subject matter set forth above. There are no representations, warranties, covenants, promises, agreements, arrangements, or understandings, oral or written, express or implied among the parties hereto relating to the subject matter set forth above which have not been fully expressed herein.
 10. Fraud and Abuse Law and Texas Health & Safety Code. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law, including Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Texas Health & Safety Code Illegal Remuneration Law. Notwithstanding any unanticipated effect on any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these or any other laws.

11. No Referral. Nothing contained in this Agreement shall require (directly or indirectly, explicitly or implicitly) any party to refer any patients to any other party or to use any other party's Facility as a precondition to receiving the benefits set forth herein.
12. No Third-Party Beneficiaries. No provision of this Agreement is intended to benefit any person or entity, including, but not limited to, any person who is not a party to this Agreement, nor shall any other person or entity not a party to this Agreement have any right to seek to enforce or recover any right or remedy with respect hereto.
13. Non-Waiver. No waiver by either of the parties hereto of any failure by the other party to keep or perform any provision, covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or any other provision, covenant or condition.
14. Post-Termination Obligations; Survival. The termination of this Agreement shall not relieve either party of any obligation pursuant to this Agreement which arose on or before the date of termination, and those sections of this Agreement which by their terms extend beyond termination or expiration of this Agreement shall survive and continue in full force and effect after the expiration of the term or any termination of this Agreement.
15. Relationship of Parties. In performing responsibilities pursuant to this Agreement, it is understood and agreed that both parties at all times acting as independent contractors and that the parties are not partners, joint-venturers, or in an employer-employee relationship with each other.
16. Severability. The provisions of this Agreement shall be considered severable from the remainder of this Agreement and in the event that any section, paragraph, or other provision should be determined to be unenforceable for any reason, the rest of this Agreement shall remain in full force and effect. If any provision is determined to be unenforceable, such provision shall be automatically modified so as to maintain, to the greatest extent possible without being unenforceable, the original intent and meaning of the provision.
17. Applicable Law. This Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of law provisions. Any suit, action, or proceeding with respect to this Agreement, or any judgment entered by any court in respect thereof shall be brought in the Courts of the State of Texas, County of Travis or in the United States courts located in the state of Texas and the parties hereby submit to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date set forth herein.

SETON FAMILY OF HOSPITALS

WILLIAMSON COUNTY EMS

By: Greg Hartman

By: _____

Name: Greg Hartman

Name: Judge Dan A. Gattis

Dated: 7.10.17

Dated: _____

Reviewed by Legal

Name BSU
Date 7/7/17