

**EDUCATION AFFILIATION AGREEMENT FOR EMERGENCY
MEDICAL PRECEPTOR PROGRAM BETWEEN WILLIAMSON
COUNTY EMERGENCY MEDICAL SERVICES
AND
AUSTIN COMMUNITY COLLEGE DISTRICT EMS PROFESSIONS**

This Education Affiliation Agreement (hereinafter referred to as "Agreement") is between Williamson County, on behalf of Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Austin Community College EMS Professions (hereinafter referred to as "ACC").

RECITALS:

ACC provides courses of study in emergency medical services to students enrolled in its Emergency Medical Technician program of study.

ACC desires program components that will provide to the students' clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to ACC for its Emergency Medical Technician program of study.

COUNTY and ACC desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF ACC

1. ACC shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations. ACC will retain ultimate responsibility for the education and assessment of its students.
2. ACC instructors shall possess current and appropriate professional credentials or certifications, and ACC shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by ACC instructors and students shall be without charge to COUNTY. ACC instructors and students shall not be responsible for the quality of patient or client care.
4. Neither ACC instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation, or workers compensation benefits.
5. ACC shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. ACC shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. ACC shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. ACC shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. ACC shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. Assure that all students assigned for Clinical have met, at a minimum, the immunization requirements established by the Texas Administrative Code, Title 25, Rule 97.64.

9. Assign to Clinical only students that have not been convicted of (including but not limited to) a felony, Medicaid fraud/abuse; excluded/suspended from participation in the Medicare or any Medicare program; convicted of abuse or neglect of patients/clients/customers; and are not registered sex offenders; and that have evidence of a negative ten-panel drug screen prior to the start of the initial clinical rotation.

10. During the term of this Agreement, ACC shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of ACC'S students, employees, and faculty under this Agreement. ACC shall ensure that each current student, employee, and faculty member is individually insured under such policy in the above-stated amounts and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. ACC agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

At no time shall the students be considered legal representatives, employees or agents of ACC or COUNTY. The students are not entitled to receive payment for services rendered, replace or substitute a COUNTY healthcare provider, or possess authority to enter into any form of agreement on behalf of ACC or COUNTY.

Except as set forth in this Agreement, each party is responsible for all acts and omissions of itself and its employees and neither party agrees to indemnify the other party for those acts or omissions. However, this provision does not constitute a waiver by any party of any right to indemnification, contribution, subrogation, or other remedy available to that party at law or in equity. Each party shall be legally and financially responsible for the acts and omissions of itself and its employees, directors, officers, representatives or agents and will pay all losses and damages attributable to such acts or omissions for which it is legally liable. This Agreement shall not be construed to create a contractual obligation for one party to indemnify the other party for loss or damage resulting from any act or omission of such other party or its employees, directors, officers, representatives or agents, nor to constitute a waiver by either party of any rights to indemnification, contribution or subrogation that the party may have by operation of law.

RESPONSIBILITIES OF COUNTY

11. COUNTY shall, on a space available basis, provide the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student coursework done on forms provided by ACC.

12. COUNTY shall provide an orientation session to inform students and ACC staff about the rules, regulations, policies, and procedures of the facilities.

13. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

14. COUNTY shall notify ACC of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an ACC credited facility. Representatives of ACC crediting agency for ACC shall be permitted to conduct inspections for purposes relating to ACC's accreditation.

15. COUNTY shall cooperate with ACC in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

16. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

17. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

18. In the event emergency care is required for an ACC student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

19. The Parties agree to designate a liaison for each program to do the following:

- A. Meet annually, or more often as needed, to schedule use of the facilities.
- B. Meet on a per semester basis to set the number of students allowed to participate.
- C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by ACC crediting standards.
- D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement.
- E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

20. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of ACC, its employees, agents or students under this Agreement. ACC shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

21. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX 78627
512-943-1264

And

Estrella Barrera, Ed.D., OTR, MOT
Associate Dean Health Sciences
Austin Community College District
6101 Highland Campus Drive
Austin, TX 78752

ADDITIONAL TERMS

22. Compensation benefits for this Agreement shall include \$1.75/clinical contact hour per EMT student to be paid by ACC to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

23. ACC acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual

assurances from ACC that ACC, its employees and agents, will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement.

24. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

25. ACC instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each ACC instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

26. ACC understands that COUNTY will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with is Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

27. Assignment: This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.

28. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

29. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal, or unenforceable.

30. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

31. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

32. The term of this agreement ("Term") starts on the Effective Date and lasts for one (1) year initially. It can be extended annually for up to four (4) additional years, not to exceed a total of five (5) years.

33. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

34. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

35. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

36. The Parties will comply with applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.

37. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

38. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give ACC written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:



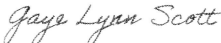
Mike Knipstein
WCEMS Director

9/24/2024
Date

Bill Gravell
Williamson County Judge

Date

Austin Community College:



Gaye Lynn Scott, Ed.D.
Vice Chancellor, Instruction

09/19/2024
Date



Nina Almasy, DNP, RN, CNE
Dean, Health Sciences

Nina Almasy, DNP, RN, CNE
Dean, Health Sciences

09/19/2024
Date



Don Gwynn
Department Chair
Emergency Medical Services Professions
Austin Community College
6101 Highland Campus Drive
Austin, TX 78752

Don Gwynn
Department Chair
Emergency Medical Services Professions
Austin Community College
6101 Highland Campus Drive
Austin, TX 78752

09/19/2024
Date

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of A CC course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date: