

**COMMUNITY HEALTH EDUCATION AFFILIATION AGREEMENT FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES AND
TEXAS STATE UNIVERSITY**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and the Texas State University, on behalf of The School of Nursing (hereinafter referred to as "TXST").

RECITALS:

TXST provides courses of study in community health to students enrolled in its nursing program of study.

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

COUNTY, through its Emergency Medical Services Department Community Health Paramedicine Program has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to TXST for its Nursing program of study.

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

TERMS:

RESPONSIBILITIES OF TXST

1. TXST 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.
2. TXST instructors shall possess current and appropriate professional credentials or certifications and TXST shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by TXST instructors and students shall be without charge to COUNTY. TXST instructors and students shall not be responsible for the quality of patient or client care.
4. Neither TXST 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. TXST 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 mutual approval on a semester basis.
6. TXST shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. TXST 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. TXST shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. TXST 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. During the term of this Agreement, TXST 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 TXST'S students, employees and faculty under this Agreement. TXST shall ensure that each current student, employee and faculty member under this agreement 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. TXST 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.

9. TXST and COUNTY agrees to secure a their own release of liability form from each student and faculty member who will participate in the program ~~in a form acceptable to COUNTY.~~

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by TXST.

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

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

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

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

15. 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.

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

17. In the event emergency care is required for an TXST 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

18. 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 TXST 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.

19. 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 TXST, its employees, agents or students under this Agreement. TXST 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. Nothing contained herein shall constitute a waiver by either party of its constitutional, statutory or common law rights, privileges, defenses or immunities.

20. 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 7827
512-943-1264

And

Ruth Welborn, PHD
Dean, College of Health
Professions
Texas State University

ADDITIONAL TERMS

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

22. TXST 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. No services are being provided to COUNTY by TXST pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 42 CFR §160.103.

23. 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.

24. TXST instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each TXST 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.
25. 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.
26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.
27. 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.
28. 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.
29. This agreement is effective when all parties have executed it. The term of the Agreement is from August 1, 2016 through December 31, 2018 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 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.
30. Nothing in this Agreement shall be construed as a waiver by either Party of its constitutional, statutory or common law rights, privileges, immunities or defenses.
31. 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.
32. 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.
33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.
34. 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. Additionally, in their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
35. 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 TXST written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:



Dan Gattis
Williamson County Judge




Date

Texas State University:



Ruth Welborn, PhD
Dean, College of Health Professions



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 TXST course regarding community health 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: