

**ALS EDUCATION AFFILIATION AGREEMENT  
FOR  
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN  
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES  
AND  
RC Health Services**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and RC Health Services (hereinafter referred to as "RC Health").

**RECITALS:**

RC Health provides courses of study in emergency medical services to students enrolled in its AEMT program of study.

RC Health desires program components that will provide to the student's 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 RC Health for the Round Rock Fire Department students only enrolled in the Advanced Emergency Medical Technician program of study.

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

**TERMS:**

**RESPONSIBILITIES OF RC Health**

1. RC Health shall be responsible for their supervised instruction and grading of Round Rock Fire Department students. Round Rock Fire Department students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
2. RC Health instructors shall possess current and appropriate professional credentials or certifications and RC Health shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by RC Health instructors and students shall be without charge to COUNTY. RC Health instructors and students shall not be responsible for the quality of patient or client care.
4. Neither RC Health 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. RC Health shall annually provide COUNTY with anticipated enrollments of Round Rock Fire Department students 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. RC Health shall provide COUNTY with a list of Round Rock Fire Department students authorized to participate in the clinical instruction facilitated under this Agreement. RC Health 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. RC Health shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. RC Health 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, RC Health Services 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 RC Health's students, employees and faculty under this Agreement. RC Health 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. RC Health agrees to require each student to be covered by or to carry accident insurance for injury while enrolled 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. RC Health agrees to secure a release of liability form from each student from Round Rock Fire Department 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 Round Rock Fire Department students. COUNTY agrees to provide evaluations for student course-work done on forms provided by RC Health.

11. COUNTY shall provide an orientation session to inform Round Rock Fire Department students and RC Health 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 RC Health of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an RC Health credited facility. Representatives of RC Health crediting agency for RC Health shall be permitted to conduct inspections for purposes relating to RC Health's accreditation.

14. COUNTY shall cooperate with RC Health 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 RC Health 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 Round Rock Fire Department students allowed to participate;
  - C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by RC Health 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 RC Services, its employees, agents or students under this Agreement. RC Services 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.

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  
78627  
512-943-1264

And

Robert Chambers III  
Chief Executive Officer  
RC Health Services  
1801 Country Place Parkway  
Suite 109  
Pearland, Texas  
77584

## ADDITIONAL TERMS

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

22. RC Health 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 RC Health that RC Health, 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, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

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. RC Health instructors and Round Rock Fire Department students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each RC Health 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 June 1, 2019 through December 31, 2020 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 to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

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.

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 RC Health written notification stating the date of suspension and the date on which participation is anticipated to resume.

**Williamson County:**

  
\_\_\_\_\_  
Bill Gravell Jr.  
Williamson County Judge

5/7/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mike Knipstein  
Director Williamson County EMS

4/30/19  
\_\_\_\_\_  
Date

**RC Health Services:**

  
\_\_\_\_\_  
Robert Chambers III  
Chief Executive Officer  
RC Health Services

4/22/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Heather Mewis  
EMS Program Coordinator

4/22/2019  
\_\_\_\_\_  
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 ACC 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: