

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

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Austin Community College EMS Professions Department (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 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 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.
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

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 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.
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 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.
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

Estrella Barrera
Associate Dean Health Sciences
Austin Community College District
3401 Webberville Road
Austin, TX 78702

ADDITIONAL TERMS

21. 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.
22. 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, 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.

William County

By: Mike Knipstein
Mike Knipstein (Feb 10, 2021 08:50 CST)

Date: 2/10/21

Mike Knipstein
WCEMS Director

By: Bill Gravell

Date: February 23, 2021

Bill Gravell
Williamson County Judge

Austin Community College:

By: Neil Vickers

Date: January 26, 2021

Neil Vickers, CPA
Executive VP, Finance and Administration

By: Michael Midgley
Michael Midgley (Jan 26, 2021 11:59 CST)

Date: January 26, 2021

Michael Midgley
Vice President, Instruction

By: Pat Recek

Date: January 26, 2021

Patricia Recek, MSN, RN
Dean, Health Sciences

By: Don Gwynn

Date: January 26, 2021

Don Gwynn
Department Chair
Emergency Medical Services Professions
Austin Community College
3401 Webberville Road
Austin, TX 78702