

STATE OF TEXAS
COUNTY OF FORT BEND

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**AFFILIATION AND PROGRAM AGREEMENT
FOR COURSE EXPERIENCE BETWEEN FORT BEND COUNTY AND
CYPRESS CREEK EMS**

This Affiliation Agreement is entered into by Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter "County") and the Cypress Creek EMS (hereinafter "School"), an Emergency Medical Services (EMS) education courses and training provider in the State of Texas, hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, School administers an educational program that provides Emergency Medical Technician Training, and desires to have its enrolled students perform components of their clinical course and field experience (hereinafter "Program") at County; and

WHEREAS, County operates several Paramedic Stations throughout Fort Bend County (hereinafter "Facility" or "Facilities"), and is willing to make facilities available to qualified students (hereinafter "Student(s)") who will be supervised by Fort Bend County staff; and

WHEREAS, both Parties hereto recognize that, in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties, and each party does, therefore enter into this Agreement with the intention of loyally cooperating with each other in carrying out the terms of this Agreement; and

WHEREAS, this Agreement serves the general health and well-being of the community and therefore serves a public purpose; and

WHEREAS, it is agreed by the parties to be of mutual advantage that students and faculty of the College be given the opportunity to utilize designated facilities for training purposes; and

WHEREAS, the governing bodies of County and School have duly authorized this Agreement.

3. County retains responsibility and decision-making authority for all aspects of County services and functions, including patient care.
4. All methods, techniques, and procedures initiated and/or performed by students must be done with prior approval, by appropriate County licensed Emergency Medical Services (EMS) personnel. Students will not have independent authority.
5. County shall provide Students with information regarding policies and procedures of County, and with orientation experience to ensure that Students will be able to meet the requirements of the Program.
6. County shall have no obligation to furnish medicine or medical care to any student. County shall provide emergency care or first aid to participating student if required as a result of an accident occurring at County's Facility. The Student bears responsibility for the cost of such care as well as any follow-up care.
7. County shall provide an atmosphere for learning that is supportive and free of discrimination based on race, ethnicity, religion, gender, disability, or sexual preference.
8. County shall provide Students with essential conditions and material for their work, including space, privacy, and technological supports.
9. County reserves the right to refuse participation of any Student designated by the School and to terminate participation by any Student when, in the sole opinion of the County: (i) the Student is deemed to be a risk to the County's employees, or to himself or herself, (ii) the Student fails to meet or abide by the rules, regulations, policies and procedures of the County, (iii) the Student's conduct is detrimental to the business or reputation of the County, (iv) the Student fails to accept or comply with the direction of County staff, or (v) further participation by the Student would be inappropriate. School shall comply with County's request to remove a Student(s) in the event that County determines that there is cause to do so.
10. The County representative for the Program is:

Brian Petrilla
Assistant Chief, Fort Bend County EMS
Brian.Petrilla@fbctx.gov
281-633-7096

C. OBLIGATIONS OF SCHOOL

1. School will maintain Health Science Programs in accredited status, including guidelines for Student eligibility, the provision of classroom theory and practical instruction, and ensure that all Students meet eligibility requirements prior to Program participation. School will notify the County of any substantial change in

- b. Exhibit B - Student Assumption of Risk, Release, and Waiver of Liability, and
- c. Exhibit C - Student Participation Form.

All of which are attached to this Agreement.

13. School shall, upon receipt of notice, inform County of any adverse circumstances to which County may be exposed as a result of the behaviors deemed to be dangerous of a Student.
14. School shall, upon receipt of notice, notify County of any complaint, claim, investigation, or lawsuit involving a Student if that action is related to the educational experiences provided under this Agreement, or if that action could reasonably impact the Program.
15. School will adhere to County communicable disease reporting requirements.
16. School will assure County of Student's reasonable proficiency of infectious disease control issues.
17. School shall notify Students about their obligation to comply with County policies and procedures, state law, and OSHA borne and tuberculosis pathogen regulations in the training, vaccination testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by County.
18. School shall require Students to provide to the County such results for drug testing, health care, and criminal background checks prior to Student participation in the Program including proof of a:
 - ✓ Annual TB screen using the Mantoux method or PPD two-step testing process:
 - The first step must have been completed within twelve (12) months prior to the commencement of the student's supervised, clinical experience; and
 - The second step must have been completed within one to three weeks after the first step was administered.
 - ✓ Hepatitis B immunity if required by a specific program of study;
 - ✓ Hepatitis B series, two MMRs, two varicella, or proof of immunity;
 - ✓ Current influenza vaccination;
 - ✓ Any other immunizations as required by laws;
 - ✓ Training on OSHA and tuberculosis guidelines; and
 - ✓ Current BLS Provider card.
19. School will be responsible for the final grading of Student.
20. School shall inform County in a timely manner of any change in Student(s) status, or curriculum, or faculty advisor during participation in Program.

completed and provide replacement certificates for any such insurance expiring prior to completion of Services. School shall obtain such insurance written on an occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

During the term of this Agreement, each Student shall keep in full force professional liability insurance in the amount of \$1,000,000 per claim and \$3,000,000 in the aggregate, which shall extend to the activities contemplated under this Agreement and undertaken on County premises, covering faculty and students, and School shall provide County proof of said coverage upon return of this Agreement. School shall also keep in full force general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with umbrella liability coverage in amounts not less than \$1,000,000.

G. TERM AND TERMINATION

1. This Agreement shall become effective immediately upon execution by County and will continue in full force until December 31, 2022, unless terminated sooner in accordance with the terms herein.
2. Thereafter, the Agreement shall automatically renew for one year terms, not to exceed a period of four (4) years, unless otherwise terminated sooner as hereinafter provided.
3. Termination may occur on behalf of either party without cause upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein.
4. In the event that the Agreement is terminated, County may at, its own discretion, permit any participating student to complete the Program.

H. MISCELLANEOUS TERMS

1. Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
2. School will require students to be properly attired when reporting for clinical experience.
3. School is responsible for the administrative functions related to the student's experience including rotation, attendance, knowledge of infectious control issues and proficiency.
4. School will provide relevant background information on students as requested

School acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

4. School in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
5. School expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
6. School agrees to obtain prior written consent of County for publication of any articles relating to the clinical experiences occurring at County.
7. The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

K. COMPLIANCE WITH LAWS

School shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, School shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

L. APPLICABLE LAW

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and

the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

FORT BEND COUNTY

CYPRESS CREEK EMS

By: _____
KP George, County Judge


Signature - Authorized Agent

J. Patrick Magill
Printed Name

Date: _____

Chief Restructuring Officer
Title

ATTEST:

Laura Richard, County Clerk

6/16/22
Date

APPROVED BY:



Brian Petrilla, Assistant Chief of EMS
Fort Bend County EMS

- ATTACHMENTS:**
- Exhibit A: Student Confidentiality Agreement
 - Exhibit B: Release of Liability
 - Exhibit C: Participant Contact Information

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STUDENT CONFIDENTIALITY AGREEMENT

I, _____ ("STUDENT"), will be participating as a Student in an internship experience at Fort Bend County pursuant to an agreement between the COUNTY and the.

I, _____ ("STUDENT"), acknowledge and agree to the following:

STUDENT agrees that in the performance of his or her duties as a Student at the County that he or she may come in contact with, or be provided with, confidential or proprietary information.

STUDENT agrees to maintain confidentiality of any information deemed confidential by the COUNTY including any and all patient or client information and all confidential hospital information. The undersigned, agrees not to reveal to any person or persons, except authorized individuals, any specific confidential information including any specific patient or client information, except as required by law or as authorized by COUNTY.

STUDENT further agrees that if computer network account is made available for Student purposes, that such information contained within the computer network is confidential information. STUDENT will not remove any confidential computer records from COUNTY including paper records. STUDENT agrees not to change, delete, modify, or remove any computer file that belongs to another person.

STUDENT acknowledges that any violation of this confidentiality Agreement is cause for disciplinary action, including administrative removal from the PROGRAM, and may also result in legal action by COUNTY, patients, government, or other individuals.

Dated this _____ day of _____, 20____

STUDENT Signature: _____

Signature of Parent (if STUDENT is a minor):

Parent Printed Name (if STUDENT is a minor):

Witness Signature: _____

Witness Name Printed : _____

RELEASE OF LIABILITY

I, _____ ("Participant"), have this day released and do hereby release, acquit and forever discharge Fort Bend County, and its officers, employees, agents, servants and all persons in privity with them of any and all claims and causes of action of any kind, at law or in equity, and from any liability for any and all damages, injuries, death, costs, pain and suffering, or expenses and from any other claim arising from or which may be alleged to arise from my use of any Fort Bend County facility ("Facilities").

I, _____, intend this release of liability to cover all situations that may occur while I participate in the PROGRAM at the Facilities.

I, _____, agree to assume the risk of any personal injury, loss, or damage that may result from my participation in the PROGRAM at the Facilities. I know of no condition that would limit or preclude my participation in this PROGRAM. I understand that a photocopy of this authorization is as valid as the original.

If any part of this release is construed to be invalid by a court of law, such construction shall not invalidate the remainder of this instrument.

This Release shall extend to and be binding upon participant, its heirs, executors, administrators, successors, assigns and legal representatives. I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN FORT BEND COUNTY AND MYSELF AND SIGN IT OF MY OWN FREE WILL.

IN WITNESS WHEREOF, Participant hereby sets its hands to this instrument.

Dated this _____ day of _____, 20_____

STUDENT Signature: _____

Signature of Parent (if STUDENT is a minor):

Parent Printed Name (if STUDENT is a minor):

Witness Signature: _____

Witness Name Printed : _____

PARTICIPANT CONTACT INFORMATION

Name: _____

Phone Number (H) _____ Work (W) _____ Cell (C) _____

DL: State: _____ Number: _____

Date of Birth: _____

In the event of an emergency, please contact: _____

Emergency Contact Phone Number: (_____) _____

Relationship of Contact to Student: _____

Any known allergies or other special needs: _____

