

**FORT BEND COUNTY EMS
AND
OAKBEND MEDICAL CENTER
AFFILIATION AGREEMENT**

THIS AGREEMENT is entered into and is effective as of the 16 day of April 2012, by and between Fort Bend County EMS (hereinafter referred to as, "County" and OakBend Medical Center (hereinafter referred to as, "Hospital").

WHEREAS, the Parties seek to provide clinical and educational experiences for the Fort Bend County EMS Employees ("County Employees ");

WHEREAS, it is agreed by the Parties hereto to be of mutual interest and advantage that County Employees be given the opportunity to utilize the Hospital Facilities for clinical educational purposes; and

WHEREAS, it is mutually recognized that the County and the Hospital have certain objectives in common, namely; (a) the educating and training of health care personnel, (b) advancement of knowledge in the field of healthcare, (c) the promotion of personnel and community health, (d) training and preparation of qualified health care employees, (e) the promotion of efficient emergency ambulance services for the residents of Fort Bend County including equipment, personnel and maintenance for such services as identified in the Texas Health and Safety Code §774.003(a) and §774.003(b) and that each can further these objectives in a large measure and more effectively through the provisions of the Affiliation Agreement; and

WHEREAS, the County finds this agreement serves a public purpose.

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
OBLIGATIONS OF HOSPITAL**

Hospital shall fulfill the following terms, obligations, and covenants:

- 1.01 Permit County Employees to participate in clinical activities at facilities located at 22003 Southwest Freeway, Richmond Texas.
- 1.02 Obtain and maintain all licenses required for its facilities and shall assure County that Hospital personnel are appropriately licensed.
- 1.03 Provide necessary instruction for prescribed clinical experiences for County Employees, as agreed upon by both Parties.
- 1.04 Report any unsatisfactory conduct or performance of a County Employee in a form prescribed by County.

- 1.05 Permit designated faculty members the right to observe County Employees at the Hospital.
- 1.06 Provide lounge and locker space for County Employees, as available.
- 1.07 Allow County Employees and staff members of County to utilize the Hospital's eating facilities at the County Employee's and staff's sole expense.
- 1.08 Unless prohibited or restricted by law, timely notify County faculty or County Employee of any instance in which a Hospital employee has been exposed to blood-borne or airborne pathogens and the County Employee or faculty may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the County Employee or faculty to seek appropriate treatment for potential exposure.
- 1.09 In the event emergency care is required for a County Employee or faculty, it shall be provided in the same manner that emergency care is provided to Hospital employees and the general public. Emergency care provided by the Hospital shall be at the expense of the County Employee or faculty.

RESPONSIBILITIES OF COUNTY

County shall fulfill the following terms, obligations, and covenants:

- 2.01 Inform Hospital of the name, address, and phone number of participating County employees to include a Clinical Division Supervisor that will be available to assist with Hospital personnel and will be responsible for maintaining ongoing contact with Hospital's designated representative.
- 2.02 Develop, organize, and assist Hospital in implementing and operating a Program that is suitable for each County Employee.
- 2.03 Acquaint Hospital's designated representative with methods, objectives, goals, regarding the training and use of County Employees pursuant to this Agreement.
- 2.04 Assign to Hospital only County Employees who have fulfilled all prerequisites for the clinical experience and provide Hospital with information requested by Hospital about the training of County Employees.
- 2.05 Assign only the number of County Employees mutually agreed upon by Hospital and County.
- 2.06 Notify Hospital as soon as possible of the names and arrival dates of County Employees.
- 2.07 Provide evidence that each County Employee and faculty member who participates in the Program is covered by adequate professional liability insurance or self-insurance in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. County shall cause Hospital to be named as an additional insured on such County's policy or policies of insurance or evidence of self-insurance.
- 2.08 County represents and warrants that it and each of its faculty, professionals and paraprofessionals providing services under this Agreement holds and will hold all unrestricted and valid licenses, permits, registrations, and certifications required under Texas law. County shall provide copies of such upon request.
- 2.09 Require County Employees to provide their own transportation, appropriate supplies, and uniforms, as applicable.
- 2.10 Inform County Employees about their obligation to adhere strictly to all applicable administrative policies, procedures, rules, standards, schedules, and practices of Hospital.

- 2.11 County faculty and County Employees shall maintain as confidential all records and information concerning patients treated or attended to in the Hospital's facilities unless such disclosure is required by law. This Article 1.12 shall survive termination of this Agreement.
- 2.12 Inform County Employees and faculty members who are supervising County Employees about their obligation to maintain confidentiality of Protected Health Information. Protected Health Information means patients individually identifiable health information that is or has been electronically transmitted or electronically maintained by Hospital that is provided by Hospital to County Employee or to County.
- 2.13 Upon notice to County, inform Hospital of any adverse circumstances to which Hospital may be exposed because of the activities or health status, including the mental health status, of a County Employee. In the event that a County Employee develops a physical and/or mental impairment that interferes with his/her ability to perform expected tasks in the hospital setting the County will refrain from sending the County Employee to the Facility for clinical experience.
- 2.14 Upon notice to County, notify Hospital of any complaint, claim, investigation, or lawsuit involving a County Employee that is related to clinical experiences provided under this Agreement.
- 2.15 Notify County Employees about their obligation to comply with Hospital policies and procedures, state law, and OSHA blood borne and tuberculosis pathogen regulations in the training, vaccination, testing, prevention, and post-exposure treatment of County Employees, where applicable in the performance of duties required by the Program.
- 2.16 Maintain documentation of County Employee's health status, proof of current vaccinations and negative tuberculosis immunization status. At the request of Hospital, County shall provide evidence of documentation.
- 2.17 Accept full responsibility for the training, evaluation, qualifications, and competency level of each County Employee.
- 2.18 In the event of any request for the County's or related subcontractors' books, documents, and records is made by a third party, the County or any subcontractor related to the County shall promptly give notice of such request to the Hospital and provide the Hospital with a copy of such request. This provision shall survive termination of this Agreement.
- 2.19 Hospital requires and County agrees to
 - A. Train its employees on applicable laws;
 - B. Provide Hospital, its employees, and agents access to billing documentation related to services provided under this agreement;
 - C. Participate in contract and claims audits upon reasonable request; and
 - D. Cooperate and assist during any internal compliance review, investigation, monitoring protocol and/or audit, without regard to whether the review, investigation, or audit occurs before or after termination of the Agreement.
- 2.20 County shall comply and shall ensure that its County Employees comply with all federal, state and local laws, regulations and governmental orders in providing items or services pursuant to this Agreement.
- 2.21 County shall comply and use its best efforts to ensure that its County Employees comply with Joint Commission on Accreditation of Hospital Organizations (JCAHO) requirements and state or national professional ethical guidelines.
- 2.22 County, in accordance with Section 4304 of the Balance Budget Act, acknowledges that Hospital is prohibited from contracting with a person or entity that has been excluded from a federal health care or a state health care program

(collectively "Governmental Programs"). County represents and warrants that County is not excluded from any Governmental Programs on the Effective Date of this Agreement and agrees that it will not perform any act that will cause it to be excluded during the term of this Agreement. County also represents that if it or an employee who provides items or services under this Agreement becomes excluded from any Governmental Programs that it will promptly notify Hospital. County represents to Hospital that no final adverse action by the federal government has occurred or is pending or threatened against the County, its affiliates, or, to its knowledge, against any employee, contractor, or agent engaged to provide items or services under this Agreement. County agrees to check the Office of Inspector General's List of Excluded Entities and Providers and the General Services Administration List of Debarred Contractors to assure that its employees, contractors and agents have not been excluded from participation in federal health care programs. County acknowledges failure to comply with any provisions of this Article 1.23 shall be considered a breach of contract and is grounds for immediate termination.

ARTICLE III OBLIGATIONS OF THE PARTIES

The Parties mutually agree to fulfill the following terms, obligations, and covenants:

- 3.01 Neither County, County Employees, nor any County personnel, including faculty, shall be considered employees, agents, borrowed servants, partners, or joint ventures of Hospital.
- 3.02 Hospital is not responsible for wages, social security taxes, hospitalization insurance, or workers' compensation insurance for County Employees. In the event a County Employee should, independent of this Agreement, be employed by the Hospital, this section and the preceding section shall not apply during the hours in which such County Employee is performing services as an employee of Hospital.
- 3.03 Nothing in this Agreement is to be construed as transferring financial responsibility from one Party to another.
- 3.04 Without limitation of any provision set forth in this Agreement, the Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations.
- 3.05 Hospital shall have the right to refuse to allow County Employees who do not have requisite skills, attitude, previous training, or health status for provision of patient care to participate in the Program.
- 3.06 No fees shall be owed or paid by either party for services provided under this Agreement.

ARTICLE IV TERM AND TERMINATION

- 4.01 This Agreement is effective upon signature of County and shall terminate on September 30, 2012. Thereafter, the Agreement shall automatically renew for (4) successive one year terms, unless terminated as provided in Article IV.
- 4.02 Any breach of the covenants stated in Article I of this Agreement by County shall

- be considered a material breach of this Agreement. In the event of a material breach, Hospital shall have the right to terminate this Agreement immediately.
- 4.03 Notwithstanding any other provision in the Agreement, either Party shall have the right to terminate this Agreement after thirty (30) consecutive days' written notice is given to the other Party. If either Party exercises this option, the Parties agree to make reasonable efforts so that County Employees already in training status will be allowed to complete the stipulated course of study.
- 4.04 Hospital shall further have the right to demand immediate removal of any County Employee or faculty from its premises.

ARTICLE V GENERAL PROVISIONS

- 5.01 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue shall lie in Fort Bend County, Texas, for any suit regarding this agreement.
- 5.02 The terms and conditions of this Agreement may be modified upon mutual written consent of the Parties at any time.
- 5.03 Any notice, request or other communication required or permitted under this Agreement shall be in writing and shall be considered effective as of the date sent by facsimile transmission and confirmed by telephone, or presented personally, or mailed by certified, return receipt requested mail addressed to:

Hospital:

OakBend Medical Center
1705 Jackson Street
Richmond, Texas 77469

Attn: Sue Mc Gerty
VP / Administrator

Phone: 281-633-4089

Fax: 281-341-3056

County:

Fort Bend County
301 Jackson, 7th Floor
Richmond, Texas 77469

Attn: County Judge

Phone (281) 341-8608

Fax: (281) 341-8609

- 5.04 Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Except as may be herein specifically provided to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective legal representatives, successors, and assigns. Notwithstanding anything herein to the contrary, Hospital shall have the right to assign this Agreement and the rights and obligations hereunder to an entity that is controlled by, under control with, or that controls Hospital, or is formed as the result of an internal restructuring of Hospital and/or its affiliates. Any such assignment by Hospital shall be effective without

the need for any action on the part of any party other than Hospital and the party to which such permitted assignment is made in order for such assignment by Hospital to be effective.

- 5.05 Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind the Party on behalf of which/whom he/she signs, to the terms of this Agreement.
- 5.06 If any part of this Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or County or Hospital policies, that part of the Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
- 5.07 A waiver by either Party or the breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
- 5.08 Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
- 5.09 This Agreement is entered into by and between the Parties hereto and for their benefit. There is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- 5.10 Unless expressly provided herein, the Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
- 5.11 The Parties will comply with all applicable federal, state, and local laws and ordinances and regulations in the performance of this Agreement.
- 5.12 This is the entire Agreement between the Parties with respect to the subject matter covered herein. The Agreement supersedes all other Agreements between the parties. No other agreement, statement, promise, proposal, or understanding, whether written or oral made by either party, or an employee, or agent of either Party, which is not contained in this Agreement, shall be binding or valid unless executed pursuant to the terms and conditions set forth herein.

IN WITNESS HEREOF, the Parties have executed this Agreement in multiple counterparts, to be effective as of the date written on page one (1) of this Agreement.

OAKBEND MEDICAL CENTER:

By *Sue M. Garty*

Sue M. Garty UP/Administrator
Printed Name and Title

Date: *4/16/12*

FORT BEND COUNTY:

Robert E. Hebert

Robert E. Hebert, County Judge

Date: *4-24-2012*

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

I/MTR/Agreements/HHS/EMS/Affiliation Agreement/03.26/04/13/2012

