

**AFFILIATION AGREEMENT
HEALTH SCIENCES DIVISION
NORTH CENTRAL TEXAS COLLEGE AND WISE COUNTY EMS**

This Affiliation Agreement (this "Agreement") is entered into this 1st day of December, 2019, by and between North Central Texas College – Emergency Services Program ("College") and Wise County EMS ("Facility"). College and Facility agree to the following:

PURPOSE

College and Facility judge it advisable and in the parties' best interests to establish this Agreement for the following purposes:

- to provide students in College clinical programs ("Students") meaningful clinical experiences and education in the care of patients;
- to assist in meeting the demand for health care personnel;
- to make available better health services in the community;
- to make clinical education available for all Fire Science programs including, but not limited to:

Emergency Medical Services Program

Therefore, for and in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Mutual Responsibilities and Agreements

- A. Assignment of Students. Students are assigned to Facility for the purpose of developing the Student's clinical competence, clinical knowledge, skills, clinical problem solving, and professional attitudes and behaviors (the "clinical experience program"). College shall assign, and Facility shall provide the clinical experience program to, a mutually agreed upon number of Students for the term of this Agreement. Facility agrees to provide the clinical experience program to a reasonable number of students during each academic term for the term of this Agreement. Before the commencement of the clinical experience program, College shall provide to Facility the following information: the number of Students participating, the names of Students and participating College faculty members, possible dates of Students' assignments, and objectives for Students' clinical experience programs. Facility and College shall jointly plan the schedule of Student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at Facility.
- B. Designated Representative. College and Facility shall each appoint a designated representative ("designated representative") to coordinate and facilitate a meaningful clinical experience program.

- C. Changes in Curriculum, Program, and Staff. College and Facility shall, through their designated representatives, inform the other party of changes in curriculum, program, and staff that may affect the clinical experience program. Designated representatives or their designees shall meet periodically to review the clinical experience program, and to make suggestions and changes as needed.
- D. Orientation. College and Facility agree to mutually schedule, plan, and provide to Students and participating College faculty a training / orientation session for the clinical experience program. This training / orientation session shall advise Students of Facility's rules, regulations, policies, and procedures, including Student dress and nametag/identification requirements, and advise Students of each Student's obligation to observe and respect every patient's rights, confidences, and dignity.
- E. Supervision and Evaluation. Facility and College agree to jointly provide supervision of Students. College shall provide to Facility an assessment instrument to evaluate Student performance, and Facility shall evaluate Student Performance using this assessment instrument.
- F. Compliance with Applicable Laws. In the performance of this Agreement, College and Facility agree to comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.
- G. Nondiscrimination. College and Facility shall not discriminate against any person in violation of any applicable Federal, State, or Municipal laws on the basis of sex, race, color, religion, national origin, disability, age, veteran status, or any other basis prohibited by law. Retaliation against any person involved in the complaint process constitutes prohibited discrimination.
- H. No Exchange of Monies. College and Facility shall not exchange monies for the clinical experience program.
- I. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture, or any other organizational combination of College and Facility, nor shall this Agreement authorize College or Facility to act as an agent for, or bind the other party in any manner. College and Facility shall be and remain independent entities with respect to the performance of their respective duties and obligations under this Agreement.
- J. Students are not Employees. College and Facility agree that Students are participating in the clinical experience program to fulfill educational requirements and, regardless of the nature or acts performed by Students, are not employees of College or Facility for any purpose, including but not limited to Worker's Compensation, employee pay, or employee benefits programs. Facility shall not pay any remuneration or wages to any Student. College shall advise Students that Students are not employees of College or Facility, and are not entitled to any benefits of employment from College or Facility, including but not limited to Worker's Compensation, pay, benefits, health care, or health insurance.

- K. Right to Withdraw Student from Program. College may withdraw a Student from the clinical experience program at any time upon written notice to Facility. Facility may take immediate, temporary, remedial action when a Student's conduct or health harms or is likely to harm patients or others. After taking immediate remedial action, Facility shall promptly inform College of the action taken. College retains the sole right to determine the final resolution of any Student's academic status; Facility retains the right to terminate the use of its facilities by a particular Student when necessary to maintain its operation free of disruption and to ensure quality patient care.
- L. Compliance with FERPA. College and Facility acknowledge that some records maintained by the parties may constitute student education records within the meaning of the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232(g); 34 C.F.R. Part 99). With regard to documents created or maintained under this Agreement, College and Facility shall maintain the confidentiality of student education records in accordance with FERPA. By the terms of this agreement, College is a "University official" pursuant to FERPA and, as such, shall have access to confidential Student information to the extent provided by law.
- M. Compliance with TPIA. College and Facility acknowledge that some records maintained by the parties may constitute public information within the meaning of the Texas Public Information Act ("TPIA") (Tex. Gov't Code § 552). With regard to documents created or maintained under this Agreement, College and Facility agree to comply with TPIA, and to disclose public information only to the extent provided by law.
- N. Mutual Indemnity.
- i. To the extent not prohibited by the Constitution and laws of the State of Texas, College shall indemnify and hold Facility harmless against any and all claims, demands, damages, liabilities, and costs incurred by Facility which directly or indirectly result from, or arise in connection with, any negligent act or omission of College, its agents, or employees, pertaining to its activities and obligations under this Agreement.
 - ii. To the extent not prohibited by the Constitution and laws of the State of Texas, Facility shall indemnify and hold College, its officers, agents, and employees harmless against any and all claims, demands, damages, liabilities, and costs which directly or indirectly result from, or arise in connection with, any negligent act or omission of Facility, its agents, or employees, pertaining to its activities and obligations under this Agreement.

II. Responsibilities of Facility

- A. Patient Care. Facility shall retain responsibility for patient care.
- B. Premises and Equipment. Facility shall provide to Students all necessary equipment and supplies for the care of patients or clients through the clinical experience program. Facility shall permit Students to use available cafeteria, classroom, and library facilities. Facility shall provide meeting space for Students. Facility shall make available to College and Students copies of Facility's policies and procedure manuals.

- C. Emergency Medical Care. Facility shall provide Students with necessary emergency health care or first aid for injuries or illnesses sustained while participating in the clinical experience program. Students shall be responsible for the cost of this care.
- D. Accreditation. Facility agrees to maintain accreditation related to the applicable program(s) not limited to the following:

Texas Department of State Health Services (DSHS).

III. Responsibilities of College

- A. Qualified Instructors. College shall provide qualified instructors to teach Students proscribed courses in the clinical experience program, and to provide direction to Facility personnel assisting with the clinical experience program.
- B. Administrative Functions. College shall provide administrative functions for Students in the clinical experience program, including admission of students, scheduling of classes and clinical experience, maintaining attendance records, and maintaining achievement records similar to those maintained for all students at the College.
- C. Immunizations and Student Health. College shall advise Students of the immunizations required to participate in the clinical experience program, and of each Student's obligation to furnish personal immunization records to Facility on request. College shall advise Students of each Student's obligation to disclose to Facility health conditions that may negatively affect the health of Facility's patients, and advise Students of the Student's obligation to maintain personal health insurance at the Student's expense during Student's participation in the clinical experience program.
- D. Drug Screens / Background Checks. College shall advise Students of the criminal background check and drug screen required to participate in the clinical experience program, and of the Student's obligation to furnish to Facility on request a record of obtaining the required background check and drug screen.
- E. Faculty Credentials. At Facility's request, College shall provide proof of professional state licensure for each faculty member assigned to teach at Facility. [College represents that each College employee instructing Students under this agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as appropriate for his or her assigned responsibilities as required by Facility. College shall provide Facility with evidence of compliance with this paragraph upon request.]
- F. Liability Insurance. College shall maintain professional liability insurance coverage in the amount of [\$1,000,000 per occurrence and \$3,000,000 in the aggregate] covering Students

assigned to Facility. College shall provide a Certificate of Insurance evidencing this coverage to Facility upon Facility's request.

G. Confidentiality of Patient Information. College shall require that Students, faculty members, and staff members participating in the clinical experience program sign a confidentiality agreement provided by Facility to protect the confidentiality of patient information to the extent required by law, including the HIPAA Privacy Rule located at 45 C.F.R. Part 160 and 164. College acknowledges that, in receiving, storing, processing, or otherwise handling records of Facility patients, College Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2. College shall resist in a judicial proceeding any efforts to obtain access to patient records except as permitted by law. College's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.

H. Confidentiality of Facility Information. College understands and agrees that in connection with this Agreement, College and Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if this information becomes known to persons outside of Facility. This information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility's business and business development plans and patient or supplier lists. Consequently, except as otherwise provided in this Agreement or otherwise required by law, College agrees to not at any time directly or indirectly use or disclose to any individual or entity any Confidential Facility information. If required by College's duties under this Agreement and with the consent of Facility, College may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies, and the Joint Commission. College will not disclose information related to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable law, or the terms of applicable agreements for reimbursement.

IV. Term, Termination, and Amendment

A. Term. This Agreement shall commence on December 1st, 2019, and terminate on December 31st, 2021, subject to termination in accordance with Section IV (B), below.

B. Termination.

- i. College may terminate this Agreement immediately on written notice to Facility if Facility fails to maintain accreditation as required by Section II (D) of this Agreement.
- ii. College or Facility may terminate this Agreement for any reason upon [ninety (90)] days' written notice to the other party. Facility's termination shall not take effect until all Students then participating in the clinical experience program complete the then-current academic term.

C. Amendment. College and Facility agree that no amendment to this Agreement shall be valid unless reduced to writing and signed by an authorized representative of each party.

V. Miscellaneous Provisions

A. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

B. Construction. College and Facility acknowledge that each party hereto has contributed to the drafting of this Agreement, and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.

C. Notice. All notices, demands, requests, or other communications required to be given or sent by College or Facility under this agreement, shall be in writing and shall be mailed by first-class mail, postage prepaid, or transmitted by hand delivery, addressed as follows:

1. To College:

Dr. G. Brent Wallace, Chancellor
North Central Texas College
1525 W California St, Gainesville, TX 76240
bwallace@nctc.edu
Phone: (940) 668-4230
Fax: (940) 668-4244

2. To Facility

Randall Preuninger
1101 W. Rose Avenue
Decatur, TX 76234
940-627-2002
rpreuninger@ems.co.wise.tx.us

D. Immunity. The Parties acknowledge that College and Facility is a political subdivision of the State of Texas. As such, both the College and Facility enjoys both statutory and common law immunity. Nothing in this Agreement is intended to be a waiver of any immunity to which College and Facility may be entitled.

E. Assignment. This Agreement or any obligations thereunder shall not be subcontracted or assigned except on an affiliate or purchaser of Facility.

F. Governing Law. This Agreement shall be construed in accordance with the laws of Texas.

G. Entire Agreement/Merger. This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.

- H. Captions. All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.
- I. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement.
- J. No Right of Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.
- K. Waiver. Neither the waiver by any of the parties hereto a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

EXECUTION

This Agreement is executed by College and Facility without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

The individuals executing this Agreement on behalf College and Facility represent to each party and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the Agreement to be an authorized and binding agreement on the party for whom the individual is signing this Agreement, that each individual affixing his or her signature hereto is authorized to do so, and that such authorization is valid and effective on the date hereof.

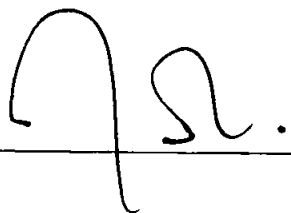
IN WITNESS WHEREOF, College and Facility have executed this Agreement and caused this Agreement to be effective on the date set forth above.

COLLEGE:

Signature:  Date: 12/5/19

Printed Name: G. Brent Wallace, Ph.D. Title: Chancellor

FACILITY:

Signature:  Date: 12-10-19

Printed Name: J.D. Clark Title Wise County Judge