

AFFILIATION AGREEMENT

BETWEEN

Hays Consolidated Independent School District.

And

Kyle Fire Department / Hays County Emergency Services District #5

This Agreement is entered into by and between the Hays Consolidated Independent School District. (hereinafter referred to as School), and Kyle Fire Department / Hays County Emergency Services District #5 (hereinafter referred to as Fire Department) for the purpose of providing educational experience to students of the Fire Department's Emergency Medical Services and Fire programs (such education hereinafter referred to as Field Internship).

In consideration of the mutual promises contained herein, the parties agree as follows:

I. Both parties agree that:

- a. This Agreement shall commence on the 1st day of June 2023 and shall remain in full force and effect for a period of three years.
- b. The Fire Department will have complete and direct control over the learning experiences of the students. The Fire Department faculty will communicate at a frequency mutually agreed upon or as otherwise necessary with appropriate School staff to ascertain student's progress.
- c. Neither the School nor the Fire Department does or shall discriminate in admissions; access to treatment; employment; the provision of health services, education services, or the subject program on the basis of race, creed, color, sex, age, national origin, or physical handicap in violation of Section 504 of the Rehabilitation Act of 1973 and amendments thereto and applicable regulations.
- d. This Agreement does not and shall not be construed to create any employer/employee relationship between the School and Fire Department nor between the School and any participant in the Field Internship. No Field Internship participant shall have any rights hereunder by reason of participation in the Field Internship against the School for any salary, remuneration, or compensation, nor any employment benefits, Social Security, workers compensation coverage, disability or unemployment insurance benefits, vacation pay, sick leave, or any other remuneration of any kind.
- e. The School shall neither have nor exercise any control or direction over the Fire Department's administration of its program except that all Field Internship participants shall at all times comply with all applicable School rules and regulations and applicable laws. This Agreement shall not operate to nor be construed to cause either the

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Fire Department or School to be the agent of the other for any purpose. The Fire Department shall at all times maintain complete and independent control over its administration, program education management, and faculty involved in the program.

- f. The School and the Fire Department will explain the terms of the Agreement to members of the staff of their respective institutions and promote positive attitudes on the part of all concerned in adhering to both the letter and spirit of this Agreement.
- g. The School and Fire Department will jointly plan the number of students and faculty who will participate in the Field Internship and the clinical units/skills locations to be used, including the dates and times. Representatives of the School and the Fire Department will meet at intervals mutually agreed upon to evaluate and coordinate the implementation of the Field Internship. Both parties agree to confer on plans, problems, and changes related to the Field Internship.
- h. The School will have complete authority and control over all administration of the Field Internships. The Fire Department will retain full responsibility for the care of patients and safety of students. The designated Fire Department liaison shall have the final authority in student-patient assignments to ensure that the care is designed to meet the needs of the patients.
- i. Because Field Internships are categorized as high risk for bloodborne pathogens, students participating in the Field Internship must provide the School and Fire Department with records or documented history by a clinician for immunizations and other necessary health information as specified by the School.
- j. Students and faculty participating in the Field Internship shall be required to sign agreements to keep all confidential and privileged medical record information, patient information, and the systems, records, and business matters of the School confidential with respect to outside parties and shall not disclose such information under any circumstances except pursuant to law or the order of any court of competent jurisdiction.
- k. The School shall have responsibility to the Fire Department for participation in the Field Internship for expenses agreed upon in Exhibit "A" and/or medical expense of any student participating in any way connected with or relating to such student's participation, including any illness or injury contracted while participating.
- l. Pursuant to State of Texas Administrative Code as outlined in 25 Tex. Admin. Code § 157(C), the Field Internship students, under the direct supervision of a qualified School-designated preceptor, may perform assessments and skills consistent with the standards for EMS education for their Fire Department program.
- m. Each party has the right to unilaterally terminate the Agreement upon ninety days written notice.

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II. The Fire Department agrees to:

- a. Assume full responsibility for planning and execution of all phases of the Emergency Medical Services and Fire programs.
- b. Be responsible for the planning, implementation, and administration of the Emergency Medical Services and Fire program curriculums.
- c. Designate appropriate person(s) to act as liaison between the Emergency Medical Services program, the Fire Academy and the School for purposes of the Field Internship.
- d. Assume responsibility for preparation and general supervision of students' learning experiences in conjunction with School-designated preceptors for the Field Internship.
- e. Identify students by name to the School four weeks prior to the scheduled Field Internship.
- f. Secure an executed Release from each Field Internship student in a form approved by the School and consistent with this Agreement prior to such participation.
- g. Provide written advance notice to students participating in the Field Internship of the details of the clinical educational activities required at the School. The Fire Department will modify such activities to accommodate the reasonable requirements of the School.
- h. Maintain general liability and professional malpractice insurance for any act or omission of any participant in the Field Internship with minimum coverage limits of \$1,000,000 per person and \$3,000,000 per occurrence for any and all claims made or arising out of events occurring during the term of the Agreement. The Fire Department shall provide written assurance to the School prior to commencement of performance of this Agreement that all such insurance is issued and outstanding as herein provided. The School shall be named as a certificate holder on any policy required by this Agreement. A copy of said policy or policies shall be provided to the School prior to commencement of the Field Internship.
- i. Ensure that each student has been fitted with an N-95 particulate respirator mask and has had appropriate training in bloodborne and airborne pathogens and infection control according to the OSHA standards prior to having contact with patients.
- j. Ensure that each student has had appropriate training in hazardous materials awareness and in recognizing child and dependent adult abuse.
- k. Conduct a HIPAA training session and ensure that each student participating in the Field Internship has completed the session.

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- l. Ensure that the student has current vaccinations, including Hepatitis B (or a signed declination form), rubella, MMR, and has had a yearly TB skin test (with positive results requiring a chest x-ray) before beginning the Field Internship and provide documentation to the School. Students with an active infection must secure a release from their physician and provide it to the School before beginning or continuing their Field Internship.
- m. Require students to report all breakages, loss, or waste of equipment or drugs, and damage of Fire Department property to the designated Fire Department liaison or the School preceptor.
- n. Provide prompt notification to the School of any change regarding clinical activities or fire academy skills days.
- o. Present for the Field Internship only those students who have satisfactorily completed the appropriate pre-clinical instructional activities.
- p. Provide in-service training for all School preceptors on the use of evaluation forms, instructional methods, and orientation to Fire Department program policies and procedures.
- q. Require all students to abide by all existing rules and regulations of the School as they pertain to Field Internship activities while at the School, including but not limited to:
 - i. Personnel policies;
 - ii. Infection control policy and procedures;
 - iii. Confidentiality procedures regarding patients, employees, and medical staff; and
 - iv. Other School policies and procedures.
- r. Withdraw from the School upon its request any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with patients and/or staff, whose health may jeopardize the safety and welfare of patients, or who violates the standards of conduct of the School.
 - i. The School reserves the right to refuse to accept any student or faculty into the Field Internship whom it deems in its sole and reasonable judgment to be unacceptable.
 - ii. The School may submit a written request to the Fire Department for the withdrawal of any student or faculty member from participation in the Field Internship for reasonable cause related to the need for maintaining an acceptable standard of patient care and the Fire Department shall immediately comply. The written request will set forth the basis for removal.
 - iii. Supervisory personnel at the School may, whenever they deem it advisable or necessary, relieve a student or faculty member from a specific assignment or require that such student or faculty member not return until the School grants written permission. The School will send the Fire

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Department a written report of such action within three business days after its occurrence.

- s. With the consent of the student, the Fire Department will conduct on every student participating in the Field Internship the following: criminal background check, adult abuse registry check, child abuse registry check, and sex offender registry check and will provide such information to the School. If any such check reveals any circumstance that would preclude a student from obtaining either an EMS or Fire certification licensure in the State of Texas, such student will not be permitted to participate in the Field Internship.
- t. Provide the use of the following items for student and faculty use:
 - i. Conference room space.
 - ii. Library and instructional materials and equipment.
 - iii. Storage facilities for personal belongings. The Fire Department will not be responsible for loss of personal articles.
 - iv. Parking in a surface lot.
 - v. School policy and procedure manuals, medical protocols, and patient care reports.

III. The School agrees to:

- a. Inform the Fire Department regarding the scheduling of students for the Field Internship.
- b. Provide opportunities for clinical learning experiences to the extent that assignments are consistent with patient care.
- c. They shall not use students in lieu of professional or non-professional staff.
- d. Provide a preceptor (or preceptors) for Field Internships. While preceptor will be employed by the School, the Fire Department may submit its input as to selection, retention, and supervision only as it pertains to student instruction. The School will make the final decision on preceptor assignments.
- e. Assure that, while engaged in Field Internship that no student shall be left without the continuous on-site presence and provided by the School.
- f. Provide necessary immediate medical care for students' sudden illness or injury occurring while in the clinical area at the School's expense.
- g. In the event that any student shall be injured or become ill while participating in any Field Internship, the School shall notify the Fire Department. Nothing herein is to be construed as consent by any student for medical treatment.
- h. Provide an orientation to the School's policies and procedures for Fire Department faculty.

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- i. The School shall compensate the Fire Department for agreed upon expenses for participation in the Field Internship. These expenses must be paid in full prior to the start of the EMT / Field Internship class or Fire Academy class. The Fire Department will invoice the School for the full amount of expenses agreed upon each semester.

IV. Amendment

Both parties may mutually agree to review, amend or modify one or more items covered by this Agreement at any time. When this is necessary, such amendment or modification will be placed in writing and signed by both parties.

V. Notices

Notice of requested changes or termination of this Agreement and any other notices required under this Agreement shall be sent to the Kyle Fire Department / Hays County Emergency Services District #5, 210 W. Moore St., Kyle, TX 78640.

**HAYS CONSOLIDATED
INDEPENDENT SCHOOL
DISTRICT.**

**Kyle Fire Department / Hays
County Emergency Services
District #5**

Suzi Mitchell

**Kyle Taylor
Fire Chief**

Date

Date