

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**EDUCATIONAL SERVICES AGREEMENT
BETWEEN
THE DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
AND
MESQUITE FIRE DEPARTMENT**

THIS AGREEMENT is made and entered into by and between the **Dallas County Community College District** (hereinafter referred to as "DCCCD"), a Texas political subdivision of higher education, on behalf of **Brookhaven College, El Centro College, and Richland College** (collectively hereinafter referred to as "COLLEGE"), and the **City of Mesquite**, a Texas municipal corporation, ("CITY") on behalf of **Mesquite Fire Department** (hereinafter referred to as "DEPARTMENT").

WHEREAS, COLLEGE offers education and training in emergency medical services programs (hereinafter referred to as "PROGRAM") to students (hereinafter referred to as either "Students" or "Interns") enrolled at the COLLEGE;

WHEREAS, Students participating in emergency medical services ("EMS") education and training must complete Internship shifts that may be eight, twelve or twenty-four (24) hours, as appropriate;

WHEREAS, the DEPARTMENT is a department of CITY that provides EMS to its citizens, using trained and certified EMS personnel;

WHEREAS, DEPARTMENT will provide Students with an educational opportunity to observe how DEPARTMENT'S EMS staff respond to emergency calls in their mobile units as a required part of the Texas Department of State Health Services' (hereinafter referred to as "TDSHS") certification process;

WHEREAS, for the purpose of furthering the following objectives of the Parties hereto, the COLLEGE will collaborate with the DEPARTMENT to agree upon and assign the number of qualified Students who are enrolled in the PROGRAM who desire to receive practical experience as an Emergency Medical Technician ("EMT") or a Paramedic; and

WHEREAS, under this Agreement, COLLEGE would like for its Students being educated and trained for EMS to participate in internships with the DEPARTMENT'S EMS personnel ("Internship") to gain practical experience in furtherance of their education in the COLLEGE'S PROGRAM;

NOW, THEREFORE, DCCCD and CITY agree as follows:

1. Consideration: DCCCD and CITY agree that the performance of this Agreement is in the common public interest of both Parties.

2. Purpose: Under this Agreement, CITY will allow qualified Students of COLLEGE to participate with DEPARTMENT EMS professionals during their responses to medical emergencies. Students who participate in EMS training in/at DEPARTMENT'S designated MICU stations will be under direct supervision of DEPARTMENT'S personnel. EMT Students will observe and perform non-invasive procedures during these Internships. Paramedic Students will perform non-invasive and invasive procedures. Both EMT and Paramedic Students will observe and participate in the latest medical practices and procedures and proper application of life support equipment in a variety of medical emergencies.

In the event that a Student is unable to complete the course objectives as provided by the COLLEGE, Student may be required to participate in additional shifts to fulfill this requirement. As part of their training, Students will satisfy Internship objectives that are identified by COLLEGE. Students who successfully complete their Internships will be qualified to progress to the next phase of their EMS training.

3. Responsibilities of the DEPARTMENT: DEPARTMENT shall have the following responsibilities:

- A. Conduct the appropriate orientation for new and incoming Students participating in the Internship.
- B. Jointly develop with COLLEGE each Student's schedule 30-calendar-days in advance of the Student's training under this Agreement.
- C. Negotiate with COLLEGE any schedule changes as soon as reasonably practicable.
- D. Provide the latest state of the art and fully operational medical supplies and equipment. All supplies and equipment shall conform to all statutes and regulations relating to them.
- E. Provide ambulances staffed with duly licensed and qualified personnel.

- F. Provide appropriately trained preceptors for all Students participating in all of their Internships.
- G. Provide Internship locations/slots to Students in accordance with PROGRAM devised requirements. Students that are also employees of CITY will be given priority in placement with the DEPARTMENT.
- H. DEPARTMENT shall provide to COLLEGE an evaluation of each Student at a frequency reasonably determined by the Parties. These evaluations shall include, but are not limited to:
 - (1) Cognitive;
 - (2) Psychomotor; and
 - (3) Affective competencies.
- I. DEPARTMENT shall retain ultimate and primary responsibility for patient care.

4. Responsibilities of the COLLEGE. COLLEGE shall have the following responsibilities:

- A. Develop a yearly instructional plan with DEPARTMENT to meet the educational goals of the EMT and Paramedic PROGRAM. This plan will be made available to the Parties to this Agreement and will be subject to revisions to resolve any operational conflicts.
- B. In conjunction with DEPARTMENT, plan and coordinate the educational experience of Student(s) at the DEPARTMENT by:
 - 1. Providing the DEPARTMENT'S designated EMS liaison notification, no less than 45-calendar-days prior to need, of the number of Students for whom Internship slots are needed; and
 - 2. Facilitating a COLLEGE clinical liaison to DEPARTMENT'S liaison for daily status reports/discussions of Students while at Internship.
- C. Schedule meetings, as necessary, with staff of DEPARTMENT, for the purpose of interpreting, discussing, and evaluating the PROGRAM.
- D. Initiate periodic evaluation of Internship learning experience.
- E. Assist with the supervision of its Students at the DEPARTMENT, where necessary.
- F. Conduct conferences(s) with Students and/or DEPARTMENT supervisors or other appropriate staff, as needed or requested.

- G. Furnish the DEPARTMENT with a schedule of hours for each student's Internship at least forty-five-calendar day notice before finalizing a schedule.
- H. Hold DEPARTMENT responsible for learning and observing policies and regulations of both the PROGRAM and the DEPARTMENT as they apply to the Student learning situation.
- I. Assure the DEPARTMENT that Students who participate in this Internship have previously met all prerequisites.
- J. Assure the DEPARTMENT that prior to the start of their first ride-out, Students will have satisfactorily passed:
 - (1) A Substance abuse panel 10 drug screen; and
 - (2) A criminal background check.
- K. Inform and explain to Students that they:
 - (1) Will be under the supervision of DEPARTMENT officials for training purposes and are subject to, and will follow, DEPARTMENT rules, to the extent that such rules relate directly to education and training for the Internship;
 - (2) Need to adhere to policies and procedures to follow while at the DEPARTMENT'S facilities, including, but not limited to, DEPARTMENT'S medical control policies, procedures, EMS protocols, patient privacy and HIPAA regulations;
 - (3) Will have the status of learners and will not replace staff of the DEPARTMENT nor give service to patients apart from its educational value;
 - (4) Are also subject, during their Internship assignment, to the same standards as are set for employees of the DEPARTMENT in matters relating to EMS duties; and
 - (5) Are not employees of the DEPARTMENT and therefore, are not entitled to any of the rights or benefits established for CITY'S employees, including, but not limited to, salary, vacation, sick leave with pay, paid holidays, insurance and/or worker's compensation.

- L. Shall not be excluded from participation in any state and/or federal health care programs. COLLEGE shall inform Students that they are required to notify the CITY within five business days of Student's discovery that they are the subject of any actions, investigations or other proceedings that could lead to their exclusion from any state and/or federal health care programs.
- M. Handle all Student disciplinary problems, giving consideration to recommendations of personnel of DEPARTMENT, as appropriate.
- N. Assure that Students meet the health standards of DEPARTMENT. Upon request of DEPARTMENT, Students shall, at their own expense, provide evidence of:
 - (1) Rubella and rubeola immunity;
 - (2) Annual chest x-ray or evidence of a negative tuberculosis test;
 - (3) Inoculation for tetanus within the last ten years;
 - (4) History of chicken pox (varicella) after the Student's first birthday;
 - (5) Verification that Student was advised regarding Hepatitis B and either received, is in the process of receiving, or refused to receive the Hepatitis B vaccination; and
 - (6) Healthcare-level-provider CPR course completion certificate.
- O. Confirm that the PROGRAM is in full compliance with state and federal equal opportunity and affirmative action laws and regulations including Title IX of 1972 Education Amendments, Title VI and VII of the Civil Rights Acts of 1964 and 1992, Section 504 of the 1973 Rehabilitation Act, the Americans with Disabilities.
- P. Ensure that all paramedic Students complete the CITY Compliance Training prior to their clinical rotation with the CITY.

5. Protections of Education Records under FERPA

- A. Any DCCCD Records ("DCCCD Records") shared with DEPARTMENT relating to services under this Agreement may contain information protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). If DCCCD Records are subject to FERPA, DCCCD designates DEPARTMENT as a DCCCD official with a legitimate educational interest in DCCCD Records.

B. DEPARTMENT represents, warrants, and agrees that it will hold DCCCD Records in strict confidence and will not use or disclose DCCCD Records except as:

- (1) Permitted or required by this Agreement;
- (2) Required by law, including, without limitation, FERPA; or
- (3) Otherwise authorized by DCCCD in writing.

6. **Term.** Subject to prior termination of this Agreement as provided in the Termination provision of this Agreement, this Agreement shall be in full force and effect beginning on September 1, 2019, and ending on **August 31, 2020**. This Agreement may be renewed for two additional one-year periods with the prior written consent of both Parties.

7. **Termination.** Either Party to this Agreement may terminate this Agreement upon 90-calendar-days-notice. Such action, however, shall not affect Students already actively participating in the Internship who shall be allowed to complete their respective Internships.

8. **Assignment.** Neither Party may assign their interest in this Agreement without the written permission of the other Party.

9. **Independent Contractors.** This Agreement is not intended to create, nor should it be construed to create any relationship between the Parties other than that of independent contractors. Neither party has the authority to bind the other party, contractually or otherwise, except as specifically authorized in this Agreement. Nothing herein shall be construed as creating or tending to create an employer-employee, partnership, joint venture or agency relationship between the Parties. Except as otherwise provided, neither Party shall exercise any control or direction over or control the methods by which the other party performs its obligations under this Agreement.

9. **Insurance.** Parties to this Agreement shall maintain the following insurance limits:

A. Insurance requirements for the COLLEGE.

- (1) The COLLEGE shall assure CITY that Students who participate in this Internship will have health insurance and professional liability coverage. Limits of insurance for professional liability coverage of no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. COLLEGE shall furnish CITY with a certificate showing proof of such coverage. Such professional liability insurance policy shall include CITY as an additional insured as respects any covered liability arising out of the performance of this Agreement. Such insurance shall not be cancelled or materially altered to reduce the policy limits until CITY has received at least forty-five (45) days' advance written notice of such cancellation or change, so that CITY will have the option of terminating this Agreement before the effective date

of such cancellation or change. COLLEGE shall be responsible for notifying CITY of such change or cancellation.

- (2) Prior to performance of any other obligation contained herein, DCCCD shall file with CITY required original certificates of insurance with endorsements if required to effect coverage, which shall clearly state all of the following:
 - a. the policy number, name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of insured; project name and address; policy expiration date; and specific coverage amounts;
 - b. that CITY shall receive forty-five (45) days' prior written notice of cancellation from either the insurer or DCCCD; and
 - c. that DCCCD'S insurance is primary as respects any other valid or collectible insurance that CITY may possess, including any self-insurance retentions CITY may have; and any other insurance CITY does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.
- (3) The certificates of insurance with endorsements, if necessary to effect coverage, and notices shall be mailed to CITY at the address specified in § 15, below.
- (4) Any insurance provider of DCCCD shall be authorized to do business in the State of Texas and shall be rated at least A:V in A.M. Best & Company's Insurance Guide.
- (5). Any deductibles or self-insured retentions must be stated on DCCCD certificates of insurance, which shall be sent to and approved by CITY.

B. Insurance requirements for the CITY: At its own expense, the CITY shall:

- (1) Obtain and maintain Professional Liability and General Liability coverage with an insurance carrier authorized to do business in the State of Texas in the amounts of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. The DCCCD shall be named as an additional insured on a primary insurance basis under such insurance coverage for any claims made against COLLEGE relating to or arising out of services rendered by CITY under this Agreement, and;

- (2) Maintain Workers Compensation coverage for all CITY staff that are attached to services under this Agreement with qualified insurers in amounts required by State law; and
- (3) Furnish COLLEGE with certificates of such insurance at least sixty days prior to the commencement of each term of this Agreement. Upon request of COLLEGE, CITY shall furnish proof of insurance or a certificate of insurance. CITY shall immediately notify COLLEGE of any change in coverage or cancellation of insurance.

10. Indemnification. Each Party agrees to be responsible for any personal injury, property damage, or other harm caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the Parties may otherwise mutually agree in writing. Notwithstanding the foregoing, nothing contained herein shall constitute a waiver of any defenses which may be available to the Party, including governmental immunity and any and all other defenses and immunities applicable to such Party, nor shall this provision expose the Party to any liability other than that to which it may be held liable under applicable law. The provisions of this paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11. Venue: Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.

12. Governing Law: This Agreement and all materials and/or issues under this Agreement shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely in Texas.

13. Nondiscrimination: Parties to this Agreement shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.

14. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

15. Notice: All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Dallas County Community College District

**To: Kanora Jackson
Senior Administrative Assistant
801 Main Street
Dallas, TX 75202
972-860-5095
972-860-5085
k.jackson@dcccd.edu**

City of Mesquite

**To: Cliff Keheley
City Manager
1515 N. Galloway
Mesquite, TX 75149**

Either Party reserves the right to designate in writing to the other Party any change of name, change of person, or address to which the notices shall be sent.

16. Miscellaneous Provisions:

- A.** Neither Party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
- B.** The Parties to this Agreement warrant that their obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Also, each Party shall adhere to their entity's policies and procedures. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- C.** In the performance of its obligations under this Agreement, the Parties to this Agreement shall act fairly and in good faith. Where notice, approval, or similar action by either Party hereto is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

17. Parol Evidence and Statute of Agreement: This Agreement represents the entire Agreement by and between the Parties and supersedes all previous letters, understanding or

oral agreements between the DCCCD and the CITY. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.

18. Signatory Clause: The individuals executing this Agreement on behalf of the DCCCD and CITY acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each Party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last Party has signed and dated this Agreement.

CITY OF MESQUITE, TEXAS

By: _____
Cliff Keheley, City Manager

ATTEST:

By: _____
Sonja Land, City Secretary

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT DWO

By:  8-14-19
Dr. Jose Adames
President, El Centro College Date

By:  for Justin Lonon 8/7/19
Dr. Justin Lonon
Interim President, Brookhaven College Date

By:  7/29/19
Dr. Kathryn K. Eggleston
President, Richland College Date