

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY AND COLLEGE OF THE MAINLAND
FOR EMERGENCY MEDICAL SERVICES PROGRAM

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This Interlocal Agreement (the Agreement) is made and entered into by and between the City of League City (“COLC”), a Home Rule Municipality operating principally in Galveston County and the College of the Mainland (“College”), located in Galveston County, together known as “Parties.”

RECITALS

WHEREAS, the City of League City and the College of the Mainland desire to enter into an agreement for participation in an emergency medical services program for students to gain clinical experience through an internship with the City of League City Emergency Medical Services (“EMS”) department.

NOW THEREFORE, that in consideration of the mutual covenants, agreements and benefits to all parties, the Parties agree as follows:

TERMS

1. Obligations of College. During the terms of this Agreement, College agrees to:

- a. Provide qualified faculty who are appropriately licensed, registered, and/or certified (as defined by program accreditation guidelines) to serve as didactic and/or clinical instructors.
- b. Identify a specific program instructor to coordinate the clinical education portion of the program and to collaborate with COLC in the preparation of rotation schedules.
- c. Assume full responsibility for the academic preparation of the student to include documented training, evaluation, qualifications, and competency level of each student.
- d. Notify students and faculty of their responsibilities to comply with COLC policy and procedures, COLC ordinances, state law, OSHA bloodborne and airborne pathogen regulations and their risk of exposure to these pathogens, and/or other regulatory agencies procedures in providing patient care.

- e. Provide learning objectives, assessment instruments, and/or checklists to be used for evaluation of the performance of each student.
- f. Provide number, names, and rotations for students to be assigned to COLC.
- g. Maintain CPR certification, immunization records, background checks, and/or physical examination reports for each student. The background check will consist of at least the following: criminal record in all counties of residence for the previous ten years, social security trail, sex offender regulatory check, global terrorist watch list search, and screening annually for exclusionary status against the office of The Inspector General (OIG) and General Services Administration (GSA) list, federal and state. A copy of the documents in this subsection may be made available to COLC upon request.
- h. Provide COLC with a copy of specific program policy related to dress codes, attendance, accountability, and any other relevant documentation needed.
- i. Students shall provide their own transportation to and from COLC.
- j. College will provide frequent visits to COLC for review of students' progress. College is responsible for the assessment of student's clinical and technical skills.
- k. All College faculty assigned to COLC shall be appropriately licensed or certified in his or her particular discipline.
- l. College shall maintain Health Science Programs in accredited status and will notify COLC of any substantial changes in status.

2. Obligations of COLC. During the terms of this Agreement, COLC agrees to:

- a. Provide physical facilities and necessary staff cooperation to support clinical education for College students assigned to COLC.
- b. Provide emergency care for any student who requires first aid care for injuries or illnesses occurring while assigned to COLC. Any care provided under this Agreement shall not create an implication of liability on the part of COLC. The student shall assume all responsibility for cost incurred as a result of any care.
- c. Provide a staff contact person/supervisor to assist in planning and implementing clinical assignments for COLC.
- d. Provide qualified staff to assist in the supervision and training of students. COLC shall designate a qualified staff person to serve as the clinical supervisor, responsible for supervising each student's clinical education while at COLC and the completion of performance reviews.
- e. Assist with evaluation of student performance during and at the completion of the student's assignment.

- f. Provide a suitable space or classroom for onsite instruction as needed to support clinical education objectives.
- g. Provide orientation to students/faculty assigned to COLC to include policy, procedures, general safety, and necessary guidelines related to performance of duties.
- h. Allow students of College assigned to COLC to observe holidays as specified by the College academic calendar.

3. Obligations of Parties. During the terms of this Agreement, the Parties agree to the following:

- a. The number of students assigned to COLC will be mutually agreed upon by College and COLC. College will be responsible for scheduling student assignments with the approval of COLC.
- b. This program providing external learning experience to College's students will be an unpaid externship.
- c. COLC is fully in charge of patient care in all programs in which both Parties to the Agreement participate.
- d. At the written request of COLC, College will withdraw any student for assignment to COLC.

4. Equal Educational Opportunities. College will provide equal educational opportunities without regard to race, color, religion, national origin, sex, age, or disability and in compliance with all other applicable federal and state laws and regulations. This policy extends to employment, admission, and all programs and activities supported by the College.

5. Liability. College agrees that it will furnish COLC with evidence that each student and faculty member has in effect specified medical professional liability insurance included in the general liability coverage in the amount of not less than \$1,000,000.00 per occurrence, and \$3,000,000.00 in the aggregate, to insure the student only while participating in the activities which are a part of and a requirement of the student's curriculum, such coverage to continue in effect while such staff member, faculty member or student is assigned to COLC. The College agrees to inform the COLC promptly of each renewal, cancellation, or change in the content or amount of such coverage. A certificate of Insurance will be provided to the COLC on an annual basis.

6. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

7. Term. This Agreement is effective on **September 22, 2020** and runs for three one-year annual periods through **September 22, 2023**. This Agreement may be terminated by either Party. The terminating party must provide written notice of the same to the other party at least one hundred twenty (120) days or one full academic semester prior to the end of the one-year period. If this Agreement is terminated by either party, it is understood between the Parties that the students

enrolled in the course(s) and using the facilities of the COLC at the time such written notice is given will have the opportunity to complete the full program offered in the curriculum during that academic term. Furthermore, as a condition precedent to this Agreement the Parties agree to properly budget, on an annual basis, any and all necessary funds and resources to successfully fulfill each Parties' duties and obligations hereunder.

8. No Agency Created. In performing this Agreement, the actions of each party's officials, representatives, agents, and students, faculty, or employees shall not create any agency relationship between the parties nor be construed to constitute an action approved or ratified by the other party.

9. Confidentiality. College shall direct its faculty and students to refrain from disclosing, directly or indirectly, any confidential information or records. The College shall dismiss any faculty or student from the program which is the subject of this Agreement if said person violates this prohibition. College agrees that all information pertaining to COLC patient care is confidential, and College's students, faculty, or other representatives shall utilize any information solely for treatment or education purposes, keeping such information confidential in all circumstances. College and students shall sign any additional agreements as requested by COLC regarding protecting health information.

10. Compliance with Law. The Parties shall observe and comply with all applicable federal, state, and local laws in their provision of services and performance of all obligations under this Agreement.

11. Venue. This Agreement has been executed in, and shall be construed and enforced in accordance with, the laws of the State of Texas. Venue shall be in Galveston County, Texas.

12. Notice. Notice shall be given by Registered or Certified Mail to the other party at the addresses shown below:

If to College:

College of the Mainland
Attn: Dr. Jerry Fliger
Vice President of Instruction
1200 N Amburn Rd, Texas City, Texas 77591
(409) 933-8229

If to COLC

City of League City EMS
Attn: Gregory Kunkel, EMS Chief
260 FM 270 S., League City, Texas 77573
(281) 554-1200

With a Copy to:

City of League City
Attn: John Baumgartner, City Manager
300 West Walker Street, League City, Texas 77573
(281) 554-1026

Executed this _____ day of _____, 2021.

THE CITY OF LEAGUE CITY

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:


Nghiem Doan, City Attorney

COLLEGE OF THE MAINLAND



Dr. Jerry Fliger
Vice President of Instruction

Attest:



Michael E. Cooper
EMS Program Director