

# **MEMORANDUM OF AGREEMENT**

*Regarding Field and Clinical Internship for Axon Education Students*

THIS AGREEMENT is entered on this 25<sup>th</sup> day of March, 2024, by and between Axon Education, LLC d/b/a Texas EMS School and d/b/a Axon Education Consortium, (hereinafter referred to as Axon) and City of Mission Fire Department (hereinafter referred to as Provider).

WITNESS:

WHEREAS, Axon offers EMS Training Programs, offering National Registry Emergency Medical Technician (NREMT) Basic, Advanced and Paramedic Training Programs that include training in the operation and maintenance of specialized medical and communication equipment, and the recognition, reporting, and treatment of life threatening medical and/or traumatic emergencies.

WHEREAS, Axon requires students enrolled in the EMS Training program to complete a specified program of study, which includes field/clinical internship training (hereinafter called Field Training) with an independent Healthcare and EMS facility; and

WHEREAS, Axon desires to utilize Provider's facilities, expertise, and opportunities for the Field/Clinical Internship of EMS students enrolled in the Axon EMS Training Program; and

WHEREAS, Provider is willing to accept, and Axon is willing to assign students for Field Internship upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION THEREOF, AXON AND PROVIDER mutually agree as follows:

1. The primary term of this Agreement shall be from the date and year first written above and shall be automatically extended year-to-year unless one of the parties notifies the other party in writing thirty (30) days prior to the end of any yearly period that the Agreement is not to be renewed for the following year; however, this Agreement may be terminated at any time by either party upon giving the other party sixty (60) days written notice of the intention to terminate this Agreement.
2. Axon shall maintain a Training Program that is approved by the State of Texas and appropriate certification boards.
3. Provider shall have no responsibility to Axon, or to any student participating in a Axon EMS Training Program for any meal costs, laundering cost, travel cost, educational costs, insurance costs, medical expenses, or any others expenses related directly or indirectly to such student's participation, including any illness contracted while participating.

4. This Agreement does not and shall not be construed to create any principal/agent, master/servant, employer/employee or partnership relationship of any kind between Provider and Axon. No student shall have any rights due to participation in the Training Program and/or Field Training Internship against Provider for any salary remuneration or compensation, or any employee benefits, Social Security, Worker's Compensation coverage, disability or unemployment insurance benefits, vacation pay, sick leave, nor any other remuneration of any kind whatsoever. Any services rendered to Provider by students shall be considered incidental to the educational content of the Training Program and/or Field Training or Clinical rotation.

5. Axon students shall adhere to the program standards, policies, rules, regulations, of Provider during the Field Internship or Clinical Rotation portion of the Training Program. Prior to Field Internship or Clinical Rotation, students will have received a comprehensive background check, drug screen, have verified appropriate immunizations, and would have been certified in CPR. Axon will never send a student to Field Internship or Clinical Rotations that do not meet these requirements.

6. The staff, faculty, and students of Axon understand that all students prior to their Field Internship or Clinical Rotation will be required to meet all HIPAA requirements through a Training Program. After the said training program, each student shall sign an appropriate document stating their understanding of all HIPAA requirements. Axon will conduct its educational activities in compliance with The Health Insurance Portability and Accountability Act of 1996, and the Texas Health and Safety Code - Chapter 181 - Section 001.

7. Axon Students will present themselves appropriately dressed and exhibit professionalism always during Field Training or Clinical Rotations. Axon students will wear local fire department issued uniform along with an Axon Student ID badge, or black or navy slacks, an approved shirt and an Axon Student ID. Provider administration has the right to prevent a student from performing their Field Training or Clinical Rotation if Provider administration feels the student's attire is inappropriate for the clinical setting.

8. Axon shall employ a program director and faculty who shall be responsible for the student's education of the student in the training program and for the assignment to Provider Field Training or Clinical Rotation. Axon faculty shall make all final determinations of successful completion of the Field Internship or Clinical Rotation requirements as determined by policies and procedures of Axon EMS training program.

9. Axon shall attempt to provide Provider information one (1) month prior to the beginning of each Field Internship or Clinical Rotation, which shall include dates, and hours of desired clinical assignments of students, expectations of students, expectation of Provider preceptor personal, evaluation forms to be utilized during Field Training or Clinical Rotation, and specific objectives to be accomplished by the student during Field Training. This information will be provided for Provider approval prior to any students participating in Field Training or Clinical Rotations. If Provider requires another form of request submission, Axon shall comply as needed.

10. Axon EMS Training program coordinator or faculty shall provide orientation to expectations, policies, regulations, and learning outcomes for the assigned preceptor. If so desired by the host site an orientation shall be scheduled prior to the commencement of students Field Internship or Clinical Rotation to meet the hosts requirements. This shall occur at a time and location as determined by Provider.

11. Provider shall designate a qualified employee who shall serve as the preceptor for the Field Training or Clinical Rotation. Provider shall make available appropriate personnel to serve as additional educational resources to ensure adequate experiences for the students based on the appropriate level of care currently being pursued by the student.

12. During actual patient care, Provider shall make available facilities, equipment, supplies, and personnel appropriate for instruction of students as approved by the administrative office of Provider. Students shall operate at the level of the certification that they are pursuing within the guidelines of the hospital. This should include assessments, treatments, and communication skills. All activity should be under the direction of appropriate staff member of Provider.

13. Provider shall be responsible through the Field Internship or Clinical Rotation period for students that are assigned to Provider for scheduling ridership or clinical rotations in their units or departments; maintenance of records of services provided in the field by students; evaluation of student performance in the field or department; and reporting to the Axon Clinical Coordinator or designee the performance evaluation for each student assigned to Provider.

14. Axon agrees to protect, defend, indemnify and hold Provider and its officers, employees and agents free and harmless from and against all claims, costs, damages, expenses, suits, judgments, losses, penalties, settlements, charges, professional fees, or other expenses or liabilities, whether false, fraudulent, merit-less, or meritorious, of every kind of character arising out of or caused, of any action of every kind and character in connection with or arising directly or indirectly out of Axon, its officers, employees', agents' and student's actions, activities, participation, or involvement in the Training Program and/or Field Internship and/or Clinical Rotation made reference herein. Axon further agrees to investigate, handle, respond to, provide defense for and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent. Axon further agrees to waive any rights, recourse, or subrogation it may have under this agreement.

15. Axon will maintain Professional Liability insurance coverage for students and faculty of Axon in the amount of \$1,000,000.00 for each claim and an aggregate of \$3,000,000.00 and will maintain General Commercial Liability insurance coverage in a General Aggregate of \$2,000,000.00, and Per Occurrence of \$1,000,000.00 which includes blanket Additional Insured coverage for providers executing this agreement.

16. It is agreed that circumstances may arise on part of either party, which would prevent assignment of students to Provider during a given year. It is further agreed Provider shall determine the maximum allowable number of student participants at any one time in any Field Internship setting or Clinical Rotation Department.

17. Axon shall cause any student designated by Provider administrator or designee to be withdrawn for Field Internship or Clinical Rotation immediately upon verbal request. Withdrawal may be permanent or temporary as determined by Provider administrator and agreed to by Axon EMS Program Director.

18. The parties agree that there shall be no modification of this Agreement unless said modification is reduced to writing and has been signed by both parties.

19. Any notice required by this Agreement shall be sufficient if sent by both parties hereto by United States first class mail, postage prepaid, to be addressed as set forth in the signature block below.

20. Execution and modification. This Agreement will become binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.

21. Force majeure. Each party shall be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

22. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the EMT-B, AEMT, and EMT-P training and supersedes all other written and oral agreements between the parties with respect to the EMT-B, AEMT, and EMT-P training.

23. Governing Law. This Agreement shall be construed under the laws of Texas.

24. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall be used to construe it.

25. Provisions. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

26. Notice. Any notices required by this agreement shall be delivered to the following address:

SIGNATURE BLOCK

Axon Education

IN WITNESS WHEREOF, the parties have caused this Agreement to become effective as of the date last executed below by a signatory to this Agreement.

**Axon Education LLC, d/b/a Texas EMS School and d/b/a Axon Education Consortium**

**473 Cypress Street, STE 110/210  
Abilene, TX 79601  
325-218-4444**

Authorized Signatures:

Date:

Printed Name:

Printed Title:

**Provider**

Provider Organization: City of Mission Fire Department

Authorized Signatures:

Date:

Printed Name:

Printed Title:

Mailing Address:

Phone: