



HealthWebCE International
EMS Educational Program
Po Box 532021
Harlingen, Texas 78553



EMS Educational Program

Business Agreement / Memorandum of Understanding

This business agreement is between HealthWebCE.com LLC and Hidalgo County Sheriff's Department (Sub-contractor). It is understood that HealthWebCE as a Tx DSHS approved EMS educational program is responsible in assuring that all courses follow DSHS EMS rules and regulations as stated in Texas Administration Code 157.32. It is understood that sub-contractor is responsible for course administration and management.

Responsibilities of HealthWebCE

1. HealthWebCE will provide coordination/Instruction for all courses as per DSHS rules and regulations.
2. HealthWebCE will conduct the course academy style in a period of 3 weeks that will include didactic, skills, clinical and practicum internships.
3. HealthWebCE will compensate instructors for teaching hours at an hourly rate negotiated by HealthWebCE and the instructor(s) as needed.
4. HealthWebCE will submit all course notification forms to DSHS.
5. HealthWebCE will conduct announced and un-announced course site visits.
6. HealthWebCE will be allowed to review all student files for compliance.
7. HealthWebCE will review and approve all administrative forms of the course.
8. HealthWebCE will collect a student roster on 1st day of course.
9. HealthWebCE will not allow any schedule changes unless proper notification is made to HealthWebCE in a timely manner.
10. HealthWebCE will require each student to have or obtain medical health insurance on or before 1st ambulance ride-along.
11. HealthWebCE will require each student to have a current TB and Hep B immunizations.
12. HealthWebCE will provide multimedia equipment such as projectors, laptop, screens etc. as needed.
13. HealthWebCE will not be responsible for any accidents or injuries that occur at EMS /Hosp/ classroom facilities.
14. HealthWebCE will require sub-contractor to provide a copy of the facility leasing agreement and or letter between hosting organization and HealthWebCE.
15. HealthWebCE will require a 10:1 instructor to student ratio for skills sessions.
16. HealthWebCE will not compensate any clerical or lab assistants not employed with HealthWebCE.
17. HealthWebCE will require each student to sign a release of liability for each clinical practicum site.
18. HealthWebCE will require a minimum of 15 students per class.
19. HealthWebCE will require subcontractor prior notification to HealthWebCE of course location changes as mandated by DSHS.
20. HealthWebCE will provide coordinator visits both scheduled and unscheduled.
21. HealthWebCE will not allow substitution of students for any reason.



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22. HealthWebCE refund policy states that there is no refund after the 1st day of class whether they attended or not and students are still responsible for tuition even if the student drops the course for any reason.
23. HealthWebCE has its own professional liability and general liability in place and is sufficient enough to conduct business with HCSO. No additional insurance requirements are necessary.
24. HealthWebCE will offer following
 - 5-HCSO candidates at no charge
 - Cost for additional candidates is \$1,500 each + textbook/ins
 - All candidates receive AHA CPR certification
 - All candidates receive course completion certificate
 - All candidates will be eligible to sit for NREMT exam (nremt exam fees extra)
 - Course only for law enforcement candidates
 - Course open to other law enforcement agencies
 - Course approved by HealthWebCE medical director
 - EMS Instructor course will be offered to those HCSO officers who successfully complete this EMT/Tactical course and become DSHS certified at the EMT level.
 - HealthWebCE will provide EMT continuing education to those HCSO officers who successfully complete this EMT/Tactical course and get DSHS certification at the EMT level.
 - Lesson plan development and/or approval for approved continuing education credit.
25. Although advanced level medical skills will be taught in this course, Sub-contractor understands that advanced level medical skills may not be performed by an EMT unless HCSO medical director approves advanced level medical skills and DSHS is properly notified.

Responsibilities of Sub-contractor:

1. Sub-contractor understands that HealthWebCE is approved by Texas Department of State Health Services and is approved to conduct courses being offered.
2. Sub-contractor understands that HealthWebCE will be utilizing a pool of HealthWebCE instructor and/or coordinators to conduct all courses.
3. Sub-contractor will not charge rent for facility use to HealthWebCE.
4. Sub-contractor will provide adequate classroom facilities based on DSHS educational criteria.
5. Sub-contractor will not charge HealthWebCE for utilities such as water and electricity.
6. Sub-contractor will maintain classroom and facilities in adequate conditions.
7. Sub-contractor will not substitute use of facilities and utilities for other charges.
8. Sub-contractor will not charge additional tuition and/or added fees to students for any reasons unless pre-authorized by HealthWebCE and agreed upon.
9. Sub-contractor understands that they will not collect tuition monies from students.
10. Sub-contractor will provide adequate facilities as mandated by Tx DSHS. Facilities shall have adequate heating and cooling, tables and chairs as well as adequate parking.



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11. Sub-contractor is not allowed to cancel a course after the course has initiated even if the course is in a financial negative.
12. Sub-contractor understands that courses may at times lose money and that it is not the responsibility of HealthWebCE to re-reimburse any losses to Sub-contractor.
13. Sub-contractor understands that they may not terminate this agreement once course has initiated for any reasons. Sub-contractor agrees that each course will require a new MOU.
14. Sub-contractor will provide adequate space to store training equipment.
15. Sub-contractor will not use training equipment for real patient care on any emergency or non-emergency calls.
16. Sub-contractor understands that employees taking the course may not be on-duty during class hours and may not leave the class to go on calls.
17. Sub-contractor understands that DSHS representative may visit the classroom for inspection or site visit at any time.
18. Sub-contractor understands that each candidate must make an effort to complete each course and it does not guarantee success on NREMT examination. HealthWebCE will make every effort to prepare each student for success; however it is the student's responsibility to participate as required on their part.
19. Sub-contractor understands that during class hours HealthWebCE instructors may not be utilized for duties that do not pertain to the course or their instructional duties of the course.
20. Sub-contractor understands that if the instructor is also an employee of the sub-contractor they are not allowed to leave the classroom to go on duty calls.
21. Sub-contractor understands that HealthWebCE instructors will follow HealthWebCE policies and procedures as a HealthWebCE employee and at times will wear HealthWebCE uniforms during class.
22. Sub-contractor understands that they may not advertise courses as their own EMS school or academy. All advertisement needs HealthWebCE approval prior to releasing to public.
23. Sub-contractor understands that HealthWebCE is not responsible for accidents that occur on sub-contractors facilities.
24. Sub-contractor understands that HealthWebCE is not responsible for missing non-teaching equipment left unattended at facilities.
25. Sub-contractor understands that if they financially sponsor a student they are responsible for tuition even if the student drops, is unsuccessful or is dropped from the course for any reason.
26. Sub-contractor understands that if a student drops they may not substitute with a different student.
27. Sub-contractor understands that no financial credit for dropped students will be given for any reason.
28. Sub-contractor understands that students will be charged for tuition, textbooks, uniforms and course supplies.
29. Sub-contractor understands that there is no course refund after the 1st day of the course for paying students whether they attended the 1st day or not.



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30. Sub-contractor understands that the course will be conducted academy style in a period of 3 weeks and will include didactic, skills, clinical and practicum internships. If additional time is needed due to unforeseen circumstances HealthWebCE will notify DSHS to request an extension as needed.
31. Sub-contractor understands that students are required to attend every schedule class day. If a student fails to attend class it will be his/her responsibility to obtain information missed. Students cannot miss clinical/practicum shifts.
32. Sub-contractor understands that courses cannot be conducted until DSHS approval course number has been issue by Texas Department of State Health Services.
33. Sub-contractor understands that this MOU takes in effect upon course approval has been given by DSHS. Subcontractor understands that this MOU will only be honored after DSHS course approval has been given and HealthWebCE will not be in breach of agreement if courses are not approved.
34. Sub-contractor understands that HealthWebCE professional and general liability insurance is sufficient enough to conduct business with HCSO and is not required to have any additional insurance. Sub-contractor will not require HealthWebCE to purchase additional insurance during the period of this MOU agreement.



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The Above business agreement is between HealthwebCE.com LLC and Hidalgo County Sheriff's Department (Sub-Contractor). This business agreement is considered a legal binding document any deviation from this agreement may lead to legal action. This business agreement can be amended upon mutual agreement of both parties. All rules and regulations for the EMT course will be followed as mandate by Texas Department of State Health Services.

HealthWebCE.com LLC

Josue Alvarado NREMTLP/RN
CEO / Advanced Coordinator

Ramon Garcia, County Judge

Print Name

Emilia Uriegas

From: Gabriel Castaneda [gabriel.castaneda@hidalgoso.org]
Sent: Wednesday, March 25, 2015 4:49 PM
To: Emilia Uriegas
Subject: Fwd: EMS Educational Program

Sent from my iPhone

Begin forwarded message:

From: "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>
Date: March 25, 2015 at 2:16:17 PM CDT
To: "Gabriel Castaneda" <gabriel.castaneda@hidalgoso.org>
Cc: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "Joel Rivera" <joel.rivera@hidalgoso.org>
Subject: EMS Educational Program
Reply-To: <victor.garza@da.co.hidalgo.tx.us>

Chief Castaneda,

Our office has reviewed the EMS Educational Program Memorandum of Understanding and approve as to form.

Please let me know if you need any additional assistance.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
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