

**HIDALGO COUNTY SHERIFF'S OFFICE
EMERGENCY MEDICAL PROGRAM
AFFILIATION AGREEMENT FOR EMS PERSONNEL**

THIS Agreement is made this ___ day of _____ 2017, by and between the **COUNTY OF HIDALGO, TEXAS** By and Through the **HIDALGO COUNTY SHERIFF'S OFFICE EMERGENCY MEDICAL PROGRAM**, a unit of local government in the State of Texas, hereinafter referred to as "**HCSO-EMP**" and **CITY OF WESLACO FIRE DEPARTMENT EMS**, hereafter referred to as the "**City**".

WHEREAS, the HCSO-EMP operates an Emergency Medical Technology Program; and

WHEREAS, HCSO-EMP desires to have personnel of its EMT Program participate in a clinical training program at City's facility; and

WHEREAS, City and HCSO-EMP recognize the need for well-trained and experienced EMS personnel and believe that the clinical training program will be of great benefit and service to City, HCSO-EMP and the citizens of Hidalgo County; and

WHEREAS, the clinical training program will provide EMS personnel a wide range of experience and training necessary to provide quality emergency medical care.

NOW, THEREFORE, the parties hereto agree as follows:

1. Joint Responsibilities.

- (a) All parties will cooperate to provide EMS personnel with a proper learning opportunity.
- (b) All parties will agree on the number of EMS personnel receiving their clinical training at the City, with consideration given to the number of EMS personnel, the opportunities for training and experience at City, and the quality of care afforded to City's patients.
- (c) All parties will agree on a clinical schedule that shall include a list of students and where they will be scheduled for the rotation.

2. Responsibilities of the HCSO-EMP.

- (a) The EMS personnel will abide by the policies of the City while using its facilities, which policies will be provided in writing to the HCSO-EMP and each participating member of the EMS staff.

- (b) The HCSO-EMP will emphasize to the EMS personnel the importance of respecting the confidential nature of all information that may be made available to them with respect to patients and city records and agrees to abide by all required state and federal law regarding same.
- (c) To the extent permitted under the Constitution and laws of the State of Texas, HCSO-EMP agrees to defend, indemnify and hold harmless City, its officers, agents, trustees, employees, and any other person, firm or corporation bound to defend or pay judgments against said party from and against any and all claims, demands, or causes of action including claims for attorney's fees and contribution or indemnity, which arise due to negligence on the part of its agents, servants, or employees, including, but not limited to EMS personnel, in the performance of any of its obligations under this Agreement.
- (d) A copy of the professional liability insurance policy carried by the HCSO-EMP on its EMS personnel will be furnished to the City.
- (e) HCSO-EMP's Director of EMT Program or designee will evaluate and counsel EMS personnel with regard to performance.
- (f) The EMS Director or designee is responsible for direct supervision of the EMS personnel.
- (g) EMS personnel will provide their own uniforms.
- (h) The EMS Director or designee will assume responsibility for administrative functions related to EMS personnel attendance and evaluation.
- (i) The HCSO-EMP will maintain on file for quick reference at its EMS offices, the following information:
 - P.P.D. skin test for Tuberculosis done within the previous six (6) months or a chest x-ray (PA and Lat) and a complete TB questionnaire form prescribed by City, and
 - Up-to-date immunizations for MMR (measles, mumps, rubella). (Hepatitis B and influenza are strongly recommended.)
 - List of Names of students and immunizations.
- (j) HCSO-EMP will inform its EMS personnel that they are not considered employees of the City and that they are not authorized to represent themselves as employees of City.
- (k) The HCSO-EMP agrees to inform its EMS personnel that they are not subject to coverage by City's Workmen's Compensation Program.
- (l) The EMS Director or designee will supply City, at least (30) thirty days in advance, with a schedule of the EMS personnel who wish to participate in the program and the times they will be present at the City.

- (m) The EMS Director or designee will supply City with a list of skills for personnel at each level of certification prior to clinical rotation.

3. Responsibilities of the City.

- (a) The City will, at its sole discretion, permit said EMS personnel to observe its routines and procedures in City's Emergency Medical Service under the direct supervision of City personnel, licensed or qualified employees of the City and self study program instructor who will spot check students.
- (b) The City agrees to assist the program by providing through its supervisory personnel assistance with task sheets, attendance and evaluation sheets, at intervals to be agreed upon.
- (c) The City will orient the EMS Director or designee and EMS personnel to City facilities and policies.
- (d) The City will inform its professional staff of its participation in the program.
- (e) The City will assume full responsibility for patient care.
- (f) The City reserves the right, in its absolute discretion, to refuse its facilities and services to any EMS personnel who do not meet the professional standards proposed by the City.
- (g) City agrees to defend, indemnify and hold harmless HCSO-EMP, its officers, agents, elected officials, employees and any other person, firm or corporation bound to defend or pay judgments against said party from and against any and all claims, demands or causes of action including claims of attorney's fees and contribution or indemnity which arise due to negligence on the part of its agents, servants, or employees in the performance of any of its obligations under this Agreement.
- (h) City will designate a person or persons with whom all EMS personnel are to report upon arrival for and departure from the training program.

4. Miscellaneous.

4.1 This Agreement may be modified at any time upon the written requests of either party with the consent of the other party.

4.2 This Agreement is to remain in effect unless revisions are made, or as Changes are deemed necessary.

4.3 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and this Agreement is performable in Hidalgo County, Texas.

4.4 Any notices required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to HCSO-EMP:

**Hidalgo County Sheriff's Office EMP
Attn: Chief J. Rivera
711 E. El Cibolo Road
Edinburg, Texas 78542**

If to City:

**City of Weslaco
Attn: Mayor
255 S. Kansas St.
Weslaco, Texas 78596**

4.5 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

4.6 The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

4.7 All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

4.8 The execution and performance of this Agreement by City and HCSO-EMP have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of HCSO-EMP and City in accordance with its terms.

EXECUTED as of the day and year first written above.

**COUNTY OF HIDALGO, TEXAS By and through the
HIDALGO COUNTY SHERIFF'S OFFICE:**

By: _____
J. E. "Eddie" Guerra
Hidalgo County Sheriff

ATTEST: _____
Arturo Guajardo, Hidalgo County Clerk

CITY:
CITY OF WESLACO

By: _____
Signature *wcc 06/06/17*

Name: DAVID SUAREZ

Title: MAYOR

Approved by Hidalgo County Commissioners Court on _____, 2017.

Approved as to Form:
Office of Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez-Solis
Assistant District Attorney