

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

THIS Agreement is made this 1st day of June 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 KNAPP MEDICAL CENTER, a non-profit Texas corporation dba KNAPP MEDICAL CENTER hereafter referred to as the "Hospital".

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 Hospital's facility; and

WHEREAS, Hospital 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 Hospital, 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 Hospital, with consideration given to the number of EMS personnel, the opportunities for training and experience at Hospital, and the quality of care afforded to Hospital'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 Hospital 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 hospital 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 Hospital, 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) HCSO-EMP shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect HCSO-EMP and its participant, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate. A copy of the professional liability insurance policy carried by the HCSO-EMP on its EMS personnel will be furnished to the Hospital. In the event of insurance cancellation or modification HCSO-EMP agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage. Notwithstanding the above, HCSO-EMP shall maintain Workers' Compensation and Disability Insurance covering all EMS personnel who are enrolled in the clinical program. If a participant files a Workers' Compensation claim against Hospital, HCSO-EMP shall immediately indemnify Hospital and assume the responsibility of the Workers' Compensation claim. This policy must include Knapp Medical Center, a non-profit Texas corporation dba Knapp Medical Center, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the contract are concerned.
- (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 Hospital, 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 Hospital and that they are not authorized to represent themselves as employees of Hospital.
- (k) The HCSO-EMP agrees to inform its EMS personnel that they are not subject to coverage by Hospital's Workmen's Compensation Program.
- (l) The EMS Director or designee will supply Hospital, 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 Hospital.
- (m) The EMS Director or designee will supply Hospital with a list of skills for personnel at each level of certification prior to clinical rotation.

3. Responsibilities of the Hospital.

- (a) The Hospital will, at its sole discretion, permit said EMS personnel to observe its routines and procedures in Hospital's Emergency Department under the direct supervision of ER Physicians, licensed or qualified employees of the Hospital and self study program instructor who will spot check students.
- (b) The Hospital 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 Hospital will orient the EMS Director or designee and EMS personnel to hospital facilities and policies.
- (d) The Hospital will inform its professional staff of its participation in the program.
- (e) The Hospital will assume full responsibility for patient care.
- (f) The Hospital 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 Hospital.
- (g) Hospital 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 form 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) Hospital will designate a person or persons with whom all EMS personnel are to report upon arrival for and departure from the training program.

- (i) Hospital will recommend to HCSO-EMP the withdrawal of EMS personnel if:
 - (a) the achievement, progress, adjustment or health of the participant does not warrant a continuation at the Hospital, or
 - (b) the behavior of the participant fails to confirm to the acceptable regulations of the Hospital. The Hospital will assist HCSO-EMP, if necessary, in implementing this recommendation.
- (j) First Aid. Hospital shall provide necessary emergency health care or first aid to students and faculty for accidents occurring at Hospital.
 - a. HOSPITAL is not obligated to assume financial responsibility for such care and may request reimbursement from student or faculty.
- (k) Hospital Orientation. Hospital shall provide HSCO-EMP with orientation materials related to Hospital policies, standards and practices; as applicable.
- (l) Access to Facilities. Hospital shall permit students enrolled in the Clinical program have access to Hospital facilities as appropriate and necessary for their participation in the program, provided that access does not interfere with Hospital activities.
- (m) Patient Care Responsibility. HOSPITAL retains clinical responsibility for the care of its patients. Students and faculty, as trainees and participants in the Field Experience program, will not replace HOSPITAL staff.

4. CONFIDENTIALITY OF MEDICAL INFORMATION

- 4.1 Access to Information. Neither Hospital nor HSCO-EMP nor participants enrolled in the clinical program shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Hospital patients, and HSCO-EMP and Hospital and participants shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital, HSCO-EMP and participants, regarding the confidentiality of such information.
- 4.2 In addition, HSCO-EMP and HOSPITAL shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the “**Protected Health Information**”), concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the “**Federal Privacy Regulations**”) and the federal security standards (the “**Federal Security Regulations**”) as contained in 45 CFR Part 164.
- 4.3 For purposes of this Agreement, Students are trainees and shall be considered members of the Hospital’s workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The HSCO-EMP shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any other requirements of any academic accrediting agency. Neither the HSCO-EMP nor its employees or agents shall be granted access to individually identifiable information unless the patient has first

given consent to such access. HSCO-EMP shall reasonably assist the Hospital in obtaining patient consent in appropriate circumstances.

5. Miscellaneous.

5.1 This Agreement shall have a term for a period of three (3) years ("Initial term"). Thereafter, this agreement may be renewed upon the mutual written agreement.

5.2 This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party; provided that all students currently enrolled in the Program at Hospital at the time notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

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

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

5.3 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.

5.4 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 Rd.
Edinburg, TX 78542

If to Hospital:
Knapp Medical Center
Attn: Administrator
1401 E. 8th St.
Weslaco, TX 78596

Copy to:
Prime Healthcare Foundation, Inc.
3300 E. Guasti Rd., 3rd Floor
Ontario, CA 91739

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

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

5.7 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.

5.8 The execution and performance of this Agreement by Hospital 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 Hospital in accordance with its terms.

6.0 Conformance with Law: The Parties recognize that this Agreement is subject to, and agree to comply with, applicable local, state, and federal statutes, rules and regulations.

Any provisions of applicable statutes, rules or regulations that invalidate any term of this Agreement, that are inconsistent with any term of this Agreement, or that would cause any Party to be in violation of law will be deemed to have superseded the terms of this Agreement; provided, however, that the Parties will use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of applicable statutes, rules, and regulations and negotiate in good faith toward amendment of this Agreement in such respect.

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

HOSPITAL:

By: *Anna Hinojosa, MSN*
Signature

Name: *Anna Hinojosa, RN MSN*

Title: *CNO / Vice-President Clinical Services*

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

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

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- 4.2 In addition, HSCO-EMP and HOSPITAL shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the “**Protected Health Information**”), concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the “**Federal Privacy Regulations**”) and the federal security standards (the “**Federal Security Regulations**”) as contained in 45 CFR Part 164.
- 4.3 For purposes of this Agreement, Students are trainees and shall be considered members of the Hospital’s workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The HSCO-EMP shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any other requirements of any academic accrediting agency. Neither the HSCO-EMP nor its employees or agents shall be granted access to individually identifiable information unless the patient has first

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5. Miscellaneous.

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5.2 This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party; provided that all students currently enrolled in the Program at Hospital at the time notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

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

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5.3 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.

5.4 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 Rd.
Edinburg, TX 78542

If to Hospital:
Knapp Medical Center
Attn: Administrator
1401 E. 8th St.
Weslaco, TX 78596

Copy to:
Prime Healthcare Foundation, Inc.
3300 E. Guasti Rd., 3rd Floor
Ontario, CA 91739

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

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

5.7 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.

5.8 The execution and performance of this Agreement by Hospital 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 Hospital in accordance with its terms.

6.0 Conformance with Law: The Parties recognize that this Agreement is subject to, and agree to comply with, applicable local, state, and federal statutes, rules, and regulations.

Any provisions of applicable statutes, rules or regulations that invalidate any term of this Agreement, that are inconsistent with any term of this Agreement, or that would cause any Party to be in violation of law will be deemed to have superseded the terms of this Agreement; provided, however, that the Parties will use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of applicable statutes, rules, and regulations and negotiate in good faith toward amendment of this Agreement in such respect.

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

HOSPITAL:

By: Anna Hidalgo, MSN
Signature

Name: Anna Hidalgo, RN MSN

Title: CNO/Vice-President Clinical Services

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