

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

THIS Agreement is made this 2nd day of May 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 **MEDCARE EMS**, hereafter referred to as "**MEDCARE**".

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 MEDCARE's facility; and

WHEREAS, MEDCARE 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 MEDCARE, HCSO-EMP and the Rio Grande Valley area; 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 MEDCARE, with consideration given to the number of EMS personnel, the opportunities for training and experience at MEDCARE, and the quality of care afforded to MEDCARE'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 MEDCARE 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.

### **3. Responsibilities of MEDCARE.**

- (a) MEDCARE will, at its sole discretion, permit said EMS personnel to observe its routines and procedures in MEDCARE's Emergency Medical Service under the direct supervision of MEDCARE personnel, licensed or qualified employees of the MEDCARE and self-study program instructor who will spot check students.
- (b) MEDCARE 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) MEDCARE will orient the EMS Director or designee and EMS personnel to MEDCARE facilities and policies.
- (d) MEDCARE will inform its professional staff of its participation in the program.
- (e) MEDCARE will assume full responsibility for patient care.
- (f) MEDCARE 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 MEDCARE.
- (g) MEDCARE 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) MEDCARE 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:

*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

**MEDCARE:  
MEDCARE EMS**

By: \_\_\_\_\_  
Signature

Name: Mack Gilbert \_\_\_\_\_

Title: Director of Operations \_\_\_\_\_

*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