

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

THIS Agreement is made this \_\_\_ day of \_\_\_\_\_ 2020, 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 **SOUTH TEXAS HEALTH SYSTEM**, 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) A copy of the professional liability insurance policy carried by the HCSO-EMP on its EMS personnel will be furnished to the Hospital.
- (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.

**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 S. Herrera  
711 E. El Cibolo Road  
Edinburg, Texas 78542**

**If to Hospital:  
South Texas Health Systems  
Attn: Administrator  
301 West Exp. 83  
McAllen, Texas 78503**

**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.

**Hidalgo County Sheriff's Office  
Affiliation Agreement  
Revised: April 2020**

**4.8** 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.

**4.9** Nondiscrimination. The parties agree that services and/or project proposals mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County or Hospital policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, or disability.

*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: \_\_\_\_\_  
**Signature**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

*Approved by Hidalgo County Commissioners Court on \_\_\_\_\_, 2020.*

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

By: \_\_\_\_\_  
**Josephine Ramirez-Solis  
Assistant District Attorney**