



***HIDALGO COUNTY SHERIFF'S OFFICE
711 E. El Cibolo Road, Edinburg, Texas, 78541***

CLINICAL AFFILIATION AGREEMENT

BY AND BETWEEN

HIDALGO COUNTY SHERIFF'S OFFICE EMERGENCY MEDICAL PROGRAM

AND

MED-CARE EMS

This Clinical Affiliation Agreement ("Agreement") is entered into by and between MED-CARE EMS, EMERGENCY MEDICAL SERVICE PROVIDER ("EMS"), located at 1501 S. K St., McAllen, Texas, 78503, and HIDALGO COUNTY SHERIFF'S OFFICE EMERGENCY MEDICAL PROGRAM (EMP), located at 711 El Cibolo Road, Edinburg, Texas, 78541.

WHEREAS, the Hidalgo County Sheriff's Office EMERGENCY MEDICAL PROGRAM, hereinafter referred to as EMP, is a Basic Initial Education Program licensed by the Texas Department of State Health Services which requires clinical experiences of students enrolled therein; and

WHEREAS, the EMP establishes resources and educational curriculum in the training of Hidalgo County Sheriff's Office officers as regulated by the Texas Administrative Code Title 25, Part 1 Chapter 157 Subchapter C Rule 157.32; and

WHEREAS EMS is a health facility which has the resources in equipment and staff to provide the clinical experiences required by the EMP; and

WHEREAS it is to the benefit of both EMP and EMS to cooperate in the educational preparation of students enrolled in the EMP so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources.

NOW, THEREFORE, the parties agree as follow:

1. Term of Agreement: This Agreement commences on date of last signature and expires in a period of five (5) years from commencement date. Either party may terminate this Agreement upon giving 30 days written notice to the other party. Should notice of termination be given by either party, those students then assigned to the EMP be permitted to complete the clinical internship assignment in progress.
2. Responsibilities of EMP; EMP agrees to:



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- a. Identify, in concert with Affiliate, the names and number of students assigned to Affiliate for on-site clinical and practical training.
- b. Prepare, in concert with Affiliate, from time to time, a schedule for students specifying the hours of each day, the days of each month, and the months of each year during which the students will be receiving on-site clinical and practical training at Affiliate, and the health-related specialties to which the students will be exposed in connection with their on-site training. EMP will further provide such data as Affiliate may request in order to coordinate its scheduling and programming with that of EMP.
- c. Assure that all students selected for clinical and practical training at Affiliate have satisfactorily completed all portions of EMP curriculum that are prerequisite for the training and can show proof of the following (check applicable prerequisites for clinical study at Affiliate):

BLS Certificate

Hepatitis B Vaccine

BCLS Certificate

Drug Screening

TB Testing

Other _____

- d. Designate in writing an Agency Representative to coordinate the educational experience of students undergoing clinical and practical training at Affiliate with the Affiliate Representative.
- e. Affiliate acknowledges that, Hidalgo County Sheriff's Office (EMP), liability for the tortious conduct of the agents and employees of the Hidalgo County Sheriff's Office (EMP) for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Worker's Compensation Insurance coverage for employees of Hidalgo County Sheriff's Office (EMP) as mandated by the provisions of Chapter 502, Texas Labor Code.
- f. Have, and maintain throughout the term of this Agreement, all licenses and/or permits required by state law, and/or any federal or local authority, for the training of students, and accreditation by proper accrediting authorities.
- g. Represent that no adverse action by the federal government that can result in exclusions from a federal health care program has occurred or is pending or threatened against EMP, its affiliates, or to the best of EMP knowledge, against any of the students. EMP agrees it will not perform any act that can cause EMP to be excluded from a federal health care program during the term of this agreement.



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- h. Provide access to EMP contracts, books, documents, and records relating to this Agreement to the Comptroller General of the United States and the United States Department of Health and Human Services for seven (7) years after expiration or termination of this Agreement, if required by the Social Security Act and without violating the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq., and as may be amended, or any other student and/or student records privacy act.

3. Removal of Students: Affiliate may, in its sole and absolute discretion, refuse the use of its facilities and services as contemplated by this Agreement to any student who does not meet the professional and other standards and requirements of Affiliate. EMP agrees to withdraw any Student from Affiliate or its premises for any reasonable cause specified by Affiliate.

4. Patient Care: Affiliate will at all times remain responsible for the safety and welfare of its patients. Nothing herein contained will be construed as a limitation on the responsibility of Affiliate with respect to providing medical care for its patients.

5. Program Management: EMP will at all times remain responsible for the implementation and operation of the Program in a manner consistent with its curriculum and the standards and requirements of any accrediting authorities.

6. Cooperation and Liaison: Affiliate will act in good faith with EMP and cooperate with one another in implementing the intent and purpose of this Agreement and in furtherance thereof will work out the details of the administration needed to fulfill the needs of the on-site education program of EMP and to benefit Affiliate in such a manner so as not to interfere with the medical care provided by Affiliate. EMP and Affiliate will maintain adequate communication with one another, to make changes that may be advisable within the terms of this Agreement and discuss any problems that may arise concerning their affiliation as created by this Agreement.

7. HIPPA: The parties agree that:
 - a. Affiliate is covered entity for purpose of the Health Insurance Portability and Accountability Act (HIPPA) and subject to 45 CFR Parts 160 and 164 (the HIPPA Privacy Regulations”);



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b. To the extent that EMP students are participating in clinical and practical training at Affiliate and EMP employees are providing supervision at Affiliate as part of such training, such students and EMP employees shall:

- (1) Be considered part of Affiliate's workforce for HIPPA compliance purposes in accordance with 45 CFR 164.103 but shall not be construed to be employees of Affiliate.
- (2) Receive training by Affiliate on, and subject to compliance with, all of Affiliate's privacy policies adopted pursuant to the Regulations; and
- (3) Not disclose any Protected Health Information, as that term is defined by 45 CFR 160.103, to which a student has access through clinical and practical training at Affiliate or a faculty or staff member has access through the provision of supervision at Affiliate that has not first been de-identified as provided by 45 CFR 164.514 (a).

c. EMP will never access or request to access any Protected Health Information held or collected by or on behalf of Affiliate that has not first been de-identified as provided as provided in 45 CFR 164.514(a); and

d. No services are being provided to Affiliate by EMP pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR 160.103.

8. Notices: Any notice required or permitted under this Agreement must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received (provided that in the event of a facsimile or email, concurrently therewith a copy is mailed by certified mail, return receipt requested). EMP and Affiliate may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

HIDALGO COUNTY SHERIFF'S OFFICE EMERGENCY MEDICAL PROGRAM

HIDALGO COUNTY TRAINING ACADEMY

711 E. El Cibolo Road

Edinburg, Texas, 78541

(956) 383-8114



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EMS:

MED-CARE EMS

1501 S. K St.,

McAllen, Texas, 78503

(956) 580-8705

Attention:

e-mail:

9. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together constitute but one instrument.

10. Assignment: Neither EMP nor Affiliate may assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the other party; provided, that either party can assign the Agreement to an entity affiliated by ownership or control.

11. Relationship or Parties: EMP and Affiliate are independent parties acting in unison for the purpose of this Agreement. Nothing in this Agreement or the parties' actions should be construed as creating any partner or agency relationship between EMP and Affiliate.

12. Program Participants Independent: While participating in the clinical program, the students and EMP employees are acting independently of Affiliate and are not employees of Affiliate; and therefore, will not be entitled to compensation, future employment, or any benefits of Workers' Compensation in the event of any injury occurring on Affiliate's premises.

13. Force Majeure: Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably with the control of such party and which by due diligence it is unable to prevent or overcome.



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14. Public Information:

a. Affiliate acknowledges that EMP is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

b. Upon EMP written request, AFFILIATE will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to EMP in a non-proprietary format acceptable to EMP. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which EMP has a right of access.

c. Affiliate acknowledges that EMP may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

15. Non-Exclusive Agreement: This agreement should not be construed as an exclusive contract and the parties may enter into other affiliation agreements.

16. Waiver: The waiver by either party of a breach or violation or any provision of this Agreement will not be deemed as waiver of any subsequent breach of the same or different provision.

17. Severability: In the event that a provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Governing Law: The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.



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19. Non-Waiver Provision: Affiliate expressly acknowledges that EMP and nothing in this Agreement will be construed as a waiver or relinquishment by EMP of its right to claim such exemptions, privileges, and immunities as may be provided by law.

20. FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EMP designates Affiliate as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records is required by Affiliate to carry out the Program. Affiliate agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

This Agreement constitutes the entire Agreement between HIDALGO COUNTY SHERIFF'S OFFICE EMERGENCY MEDICAL PROGRAM and Affiliate and supersedes all previous Agreements and understanding relating to the Clinical Affiliation. As approved by the Hidalgo County Commissioner's Court on _____, 2024, the Sheriff, or his designee, are authorized to enter into this Agreement.

MED-CARE EMS

By: _____

Name: _____

Title: _____

Date: _____

HIDALGO COUNTY SHERIFF'S OFFICE EMERGENCY MEDICAL PROGRAM

By: _____ (Sheriff or Designee)

Name: _____

Title: _____



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Date: _____