

AFFILIATION AND PROGRAM AGREEMENT

This AGREEMENT is made the ____ day of _____ by and between the Alton Fire Department EMT Program and the City of Mission Fire Department EMS.

WHEREAS, the Alton Fire Department EMT Program, a public service organization (hereinafter referred to as "City") and the City of Mission Fire Department EMS (hereinafter referred to as Mission Fire/EMS) recognize that trained personnel in the fields of emergency medical services are necessary to the staffing and operation of health care institutions and facilities in the lower Rio Grande Valley.

THEREFORE, it is of great benefit and service to the people of this area that the City through its administrators and staff, and Mission Fire/EMS through the administrators and staff, do associate together in a cooperative endeavor for the purpose of training students in the fields of emergency medical services.

In mutual consideration of the foregoing and following, Mission Fire/EMS and the City agree as follows

I. Terms

1. This agreement shall become effective immediately upon execution by the parties as of the date above written and will continue in full force and effect until terminated as hereinafter provided.
2. This agreement may be modified at any time by mutual consent of the parties. It may be terminated by either party upon written notice to the other party as provided in Section III of this agreement. Non-consensual termination shall become effective thirty days after the proper notice. Termination shall not become effective until the students involved in the cooperative program shall have an opportunity to complete the full experience so long as the cause for termination does not fall within the boundaries of Section V.2. and V.22., despite the fact this period required for program completion may exceed the time period established in this section.

II. General Understanding

The parties hereto recognized that, in the performance of this agreement, the greatest benefits will be derived by promoting the interests of both parties, and each party does, therefore, enter into this agreement with the intention of loyally cooperating with each other in carrying out the terms of this agreement, and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner as will best promote the interest of both and tender the highest service to the public.

III. Notices

All notices to parties herein must be in writing, signed by the party giving it, and shall be served personally or by certified mail addressed as follows:

Mission Fire/EMS
415 West Tom Landry St.
Mission, Texas 78572
ATTN: Adrian Garcia, Fire Chief

Alton Fire EMT Program
201 W. Dawes Avenue
Alton, Texas 78573
ATTN: Gus Ramirez, Fire Chief

Or such address as may be hereinafter designated by notice. All notices become effective only when received by the addresses and upon verification.

IV. Joint Program Responsibilities

1. Both parties to the agreement will cooperate in providing the student a proper learning opportunity in maintaining good patient care.
2. It is mutually agreed that those students permitted to utilize the City under this agreement shall be mutually agreed upon by both parties, with due consideration given to the number of students and to the clinical material available.
3. Visits by Mission Fire/EMS staff to the City and Visits by the City to Mission Fire/EMS are accepted and welcomed for the purpose of planning, observation of students, conferences, and accreditation visits by outside groups with prior notification.
4. Both parties to the agreement will organize and participate in an EMS Education advisory council comprised of community leaders and citizens which will provide vision and goals for EMS Education.
5. The determination of the number of assigned students, the schedules, and the availability of the City shall be made by mutual agreement between the liaisons designated by both parties.

6. Both parties are obligated to inform one another in a timely manner of any changes in the curriculum, personnel, and learning opportunities pertinent to the clinical education of students.
7. No financial obligation exists between either party to this Agreement. If an employee-employer relationship exists between City and student, all matters including rights and responsibilities related to such employment are the sole concern of City and student.
8. Both parties will cooperate in providing the student with environments and opportunities conducive to proper learning.
9. In accordance with the Program Affiliation Agreement, the City's representative is:

Gus Ramirez, Fire Chief
EMS Coordinator
Alton Fire EMT Program
201 W. Dawes Avenue
Alton, Texas 78573
956-432-0740

Mission Fire/EMS representative is:

Adrian Garcia, Fire Chief
EMS Director
Mission Fire/EMS
415 West Landry St.
Mission, Texas 78572
956-580-8705

10. The students will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
11. Representatives from the City, Mission Fire/EMS and an advisory council shall meet at least once each year to review the process of the program and make policy for the next year.

V. Obligations, Rights and Responsibilities of Alton Fire EMT Program

1. City will provide qualified instructors as expressed in the curriculum and who have appropriate licensure for the courses that they teach.
2. Instructors and students of the Program will comply with the existing policies of the City when carrying out the "City Centered" portion of the program.
3. City will require the students to be properly attired when reporting for clinical experience.
4. Students will have current immunizations.
5. City will instruct its students and faculty to respect the confidential nature of all information in accordance with HIPPA guidelines, which may come to their knowledge in their experience with members of the health care team, patients, and City records.
6. City instructors and its students recognize that they are not subject to coverage by the City's Worker's Compensation Program.
7. Instructors and students must wear photographic identification badge at all times while on City premises.
8. City faculty will cooperate with and participate in City in-service programs as appropriate.
9. City faculty will be responsible for administrative functions related to the student experience, such as records of rotation, attendance and proficiency.
10. City faculty will evaluate and counsel students with regards to performance.
11. The students will be subject to rules and regulations pertaining to regular employees of the City.
12. City will maintain on file for quick reference the following:
 - a. Students contact information.
 - b. Criminal history clearance affidavit.
 - c. HIPPA in-service record
 - d. Release of liability statement.
 - e. Clinical Skills competency verifications.

13. Control of the program ultimately rests with City. City is responsible for preparing students for the clinical education phase of their educational assumes full responsibility for the planning and execution of the education program. City will assign only those students who have satisfactorily completed the portions of the curriculum that are prerequisites to Program completion, which include infectious control issues, CPR, and HIPPA.
14. The faculty and students will assume responsibility for breaking or damaging equipment due to the negligence on the part of the faculty or students.
15. City will provide relevant background information on students as requested by the city to the extent permitted by law.
16. City will be responsible for the final grading of the students.
17. City will cause to be made available from third parties, liability insurance for students enrolled in the program. At the student's expense, students will be required to carry professional liability in the amount of \$1,000,000 per student/\$3,000,000 aggregated per student, City will maintain current proof of such insurance on file.

VI. Obligations, Rights, and Responsibilities of Mission Fire/EMS

1. Mission Fire/EMS agrees to provide City the necessary space for facilities for conferences, classrooms, and practical training areas including access to all training equipment for students, as needed for the performance of the Agreement.
2. Mission Fire/EMS will assume the cost of equipment that broken or damaged in its normal use.
3. Mission Fire/EMS will orient the City faculty and students to facilities and policies.
4. Mission Fire/EMS will inform its professional staff of its participation in the training programs of City.
5. Mission Fire/EMS reserves the right, in its absolute discretion, to refuse its facilities and services to any student who does not meet the professional or other requirements of Mission Fire/EMS or any appropriate authority controlling and directing Mission Fire/EMS.

6. Mission Fire/EMS may assign this agreement upon sale of Mission Fire/EMS facilities to be effective upon notice by Mission Fire/EMS to City of such assignment.

VII. General Provisions

1. Under no circumstances will a City student or personnel be considered agents or employees of the City, but rather will be considered to be on the City premises for the purpose of teaching or acquiring health care skills.
2. It is understood that in as much as possible, the students are free of communicable diseases.

VIII. Indemnification

Mission Fire/EMS agrees to indemnify and hold harmless City from any and all claims, demands, damages liabilities, and cost incurred by City, to the extent permitted by law, which directly or indirectly result from or arise in connection with any act or omission of Mission Fire/EMS its agents or employees, in performing City obligations hereunder. City agrees to indemnify and hold harmless Mission Fire/EMS from any and all claims, demands, damages liabilities, and cost incurred by Mission Fire/EMS which directly or indirectly result from or arise in connection with any act or omission of City, its agents or employees, in performing City's obligation hereunder.

IX. Limitation on Civil Liability

A person who authorizes, sponsors, supports, finances or supervises the functions of Mission Fire/EMS personnel is not liable for civil damages, for an act or omission connected with training Mission Fire/EMS personnel, or with services for treatment given to a patient or potential patient by Mission Fire/EMS personnel if training, services, or treatment is performed in accordance with the standard of ordinary care.

X. Further Agreements

This basic agreement with addenda paragraphs constitutes the entire agreement of the parties hereto. At such-time Mission Fire/EMS and City desire to enter into additional training programs, this basic agreement may be outlined in addenda paragraphs.

XI. Title of the Civil Rights Act

In keeping with Title VII of the Civil Right Act of 1964, no person shall, on the grounds or race, sex, color, or national origin, be excluded from participation in, be denied the benefits, or be subject to discrimination under any program or activity.

XII. Attorney Fees and Costs

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its right under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this agreement.

XIII. Texas Law to Apply

This agreement shall be construed under and accordance with the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in the County where City is located. Venue for any litigation arising from this Agreement shall be in Hidalgo County.

EXECUTED in duplicate originals by:

Mission Fire/EMS

ATTEST:

By: _____

By: _____

Title: _____

Date: _____

Date: _____

City - Alton Fire EMT Program

ATTEST:

By: [Signature]

By: _____

Title: Fire Chief

Date: 8/19/2024

Date: _____