

# **FIRST RESPONDER ORGANIZATION AGREEMENT BETWEEN Harris County Emergency Services District 8 AND the City of Tomball Fire Department**

This Agreement is executed by and between Harris County Emergency Services District 8, a licensed emergency medical service (EMS) provider, (EMS), and The City of Tomball Fire Department (FRO). In consideration of the premises; and of the covenants and conditions of this agreement, the parties mutually agree as follows:

- 1. FRO Service:** During the term of this agreement, the FRO will :
  - a. routinely respond to emergency situations.
  - b. utilize personnel who are emergency medical services (EMS) certified by the Texas Department of State Health Services,
  - c. provide on-scene patient care, and
  - d. not transport patients.
  - e. provide service on a 24 hour per day, seven day per week basis
- 2. FRO Response:**
  - a. FRO shall be dispatched to respond to a pre-determined list of emergency medical incidents to assist EMS in its response.
  - b. FRO shall familiarize itself with EMS protocols. Such protocols will be approved by the medical director of the EMS.
  - c. FRO shall be held to the same standards of professional ethics, behavior, demeanor, and patient care as the EMS.
  - d. FRO shall terminate a response if requested by the EMS dispatcher or responding EMS personnel to terminate said response.
  - e. FRO shall only provide basic life support ("BLS") care except when requested to and supervised by the in-charge paramedic to perform advanced level skills up to his certification level.
  - f. Cancellation of the EMS response shall be at the discretion of the EMS.
  - g. After EMS has arrived on the scene, FRO personnel shall transfer supervision of patient care to the EMS responders.
  - h. FRO personnel may, upon the request of EMS personnel, accompany the patient to the determined facility in EMS provider's vehicles.

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## 3. FRO Supplies:

- a. FRO shall only use supplies approved by the EMS. FRO shall provide all initial equipment and supplies.
- b. The EMS will attempt to provide replacement supplies to FRO after each response when available. To the extent the EMS supplies replacement supplies to FRO after being used by FRO, the EMS shall bill the patients for the supplies in accordance with the EMS's fee schedule and third-party payer agreements. FRO shall provide such documentation as the EMS requests to enable the EMS to successfully collect charges for said supplies, and the FRO assigns any rights to collect such supplies to the EMS.
- c. FRO shall not carry advanced life support ("ALS") supplies.

4. **FRO Certification-** All persons responding on behalf of the FRO shall be certified to at least the Emergency Medical Technician – Basic level.

5. **Patient Care and Employee Time Reporting Procedures-**The EMS shall approve the FRO patient care report form. The FRO shall ensure patient care report forms are available at every scene, properly filled out for every patient.

6. **Process for Assessment of Care provided by FRO Personnel-** FRO shall follow EMS's assessment protocol. The EMS will provide the FRO with written assessment protocols.

7. **Patient Confidentiality-**FRO personnel shall comply with Texas Health & Safety Code §§ 773.091 - 773.096 with respect to the confidentiality of the identity, treatment, and condition of all patients, and FRO shall release information concerning said identity, treatment or condition of a patient only if such release is authorized by the EMS Compliance Officer or the EMS Attorney.

8. **No Third-Party beneficiaries-**This agreement is not intended to benefit any third party, and no party other than the signatories to this agreement shall have any right to enforce any provision of this agreement.

9. **Notices-**All notices and communications permitted or required to be given under this Agreement are to be mailed by certified mail, return -receipt requested, to the following addresses:

EMS: Harris County Emergency  
Services District 8  
29530 Quinn Rd  
Tomball, Texas 77375

FRO: City of Tomball  
401 Market  
Tomball, Texas 77375

10. **Assignment-**The FRO may not assign, sublet or transfer any rights under or interest this agreement without the written consent of the EMS.

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- 11. Independent Contractor**-In performing services under this Agreement, the relationship between City and FRO is that of independent contractor and, by the execution of this Agreement, does not change the independent contractor status of either party. No term or provision of this Agreement or act of either party in the performance of this Agreement shall be constituted as making either party or an officer, agent or employee of that party the employee or agent of the other party.
- 12. Venue**-This Agreement is governed and constructed according to the laws of the State of Texas. The venue for any action or claim arising out of this Agreement is Harris County, Texas.
- 13. Modifications to Agreement** - This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties.
- 14. Term and Termination**- This Agreement shall be effective upon execution and shall remain in full force and effect unless and until terminated by either party with or without cause upon 90 days written notice in accordance with Section 10 herein.
- 15. Severability**- If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

EXECUTED, this \_\_\_\_ day of \_\_May\_\_\_\_ 2023.

EMS: Harris County Emergency Services  
District 8

FRO: City of Tomball

\_\_\_\_\_  
Brian Bayani, Director

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David Esquivel, City Manager

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Scott Wiesenborn, M.D.

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Joe Sykora, Fire Chief