

EMS PROVIDER/FIRST RESPONDER AGREEMENT FOR EMERGENCY MEDICAL SERVICE AND EMERGENCY AMBULANCE TRANSPORT BETWEEN

**THE CITY OF COLLEGE STATION,
THE CITY OF BRYAN,
SOUTH BRAZOS COUNTY FIRE DEPARTMENT,
BRAZOS COUNTY DISTRICT 2 VOLUNTEER FIRE DEPARTMENT,
BRAZOS COUNTY PRECINCT 3 VOLUNTEER FIRE DEPARTMENT, AND
BRAZOS COUNTY PRECINCT 4 VOLUNTEER FIRE DEPARTMENT**

WHEREAS, the City of College Station and the City of Bryan (“Providers”) are licensed by the Texas Department of State Health Services as Emergency Medical Service Providers (“EMS”), and

WHEREAS, the Brazos County Volunteer Fire Departments (“First Responders”) are holding or seeking First Responder registration by the Texas Department of State Health Services, and

NOW, THEREFORE, in consideration of the recitals and mutual covenants made by the Parties in this Agreement the Parties agree as follows:

**ARTICLE I
FIRST RESPONDERS RESPONSIBILITIES**

1.1 Response. The First Responders will respond twenty-four hours a day, seven days a week for EMS assists. First Responders may respond Code 3 as determined by state law and city ordinances.

a. All the First Responders’ personnel must be identified by at least the following information when on the scene of an EMS assist: name of service, name of individual, and level of certification.

1.2 Provider in Charge. The Providers’ personnel on the scene of an EMS assist will be in charge of patient care. First Responders’ personnel will accompany the patient to the hospital if requested to do so by the Providers.

1.3 Patient Care. The First Responders’ personnel currently certified by Texas Department of State Health Services as a first responder can only perform patient care. The First Responders’ personnel will not carry ALS (advanced life support) supplies or equipment. First Responders may not perform ALS interventions, unless credentialed by and otherwise authorized to do so under the policies and procedures of the Provider.

1.4 Transfer of Patient Care. The First Responders or Providers can transfer any aspect of patient care or other related responsibility (as defined by DSHS patient abandonment rules) to another health care provider only if the other health care provider can provide the same or higher level of care.

1.5 Patient Information. On the arrival of Providers' ambulance, patient care will be released from the First Responders to the Providers' personnel assigned to the ambulance crew with the following patient information:

- a. Description of situation upon arrival;
- b. The names and certification level of the primary First Responders involved with patient care;
- c. Patient condition, vital signs, known past and present medical history, medications and allergies; and
- d. Care rendered and the patient's response to that care.

1.6 Patient Care Forms. The First Responders will ensure that forms are available at every scene, and properly filled out for every patient, including "no transports". Requests for completed patient care forms must be made to the First Responders' Fire Chief and a copy of the completed patient care report form will be sent to the requesting Provider within seven (7) days of the request. The First Responders will maintain copies of all patient report forms. When requested, the applicable patient care report will be sent to the following Provider address:

College Station Fire Department
Attention: EMS Coordinator
300 Krenk Tap Road
College Station, TX 77840
Telephone Number: (979) 764-3705

Bryan Fire Department
Attention: EMS Coordinator
P. O. Box 1000
Bryan, TX 77805-1000
Telephone Number: (979) 209-5906

1.7 Terminating Responding Ambulance. First Responders have the authority to terminate Providers' responding ambulances, in the event of the following, once patient contact is initiated:

- a. Obvious Death
 - 1. Visible head or chest trauma clearly incompatible with life,
 - 2. Decapitation,
 - 3. Rigor mortis,
 - 4. Dependent lividity,
 - 5. Decomposition,
 - 6. Documented prolonged down time, or
 - 7. Absence of breathing and pulse in a multiple casualty incident; or
- b. Patient Refusals as determined appropriate by the Provider.

If the First Responder terminates the Provider response then the First Responder will be responsible for full documentation of the incident. Provider's personnel similarly have the authority to cancel First Responders' responding ambulances if they are not needed once patient contact is made. In such event, the Provider attendant will be responsible for full documentation of the incident.

1.8 Equipment and Supplies. Providers will not incur any expense for the First Responders' use of their equipment or supplies. First Responders will be responsible for the purchase and

maintenance of their supplies and equipment. First Responders may replace disposable items used in patient care from the ambulance which transports the patient.

ARTICLE II POLICIES AND PROCEDURES

2.1 First Responders' Policies. The First Responders will follow the protocols and procedures approved by the First Responders' and the Providers' Medical Director at all times on an EMS assist. The First Responders will be responsible for developing a quality assurance program. The First Responders will be held to the same standards of professional ethics, behavior, demeanor, and patient care as the Providers.

2.2 Patient Confidentiality. First Responders will be responsible for maintaining written and verbal patient confidentiality according to First Responders' Notice of Privacy Practices.

2.3 Disputes. In the event a dispute arises regarding the First Responders' Responsibilities or the Policies and Procedures of this Agreement an effort will be made to resolve the dispute by the individuals and officers involved. If the dispute cannot be resolved, the First Responder's Fire Chief and the Provider's Fire Chief will work to resolve the dispute in a reasonable and timely manner.

ARTICLE III LIABILITY OF THE PARTIES

3.1 Provider Liability. The Providers will not be liable for patient care rendered, training, accidents, injuries, exposures or any liability involving First Responders' personnel, equipment, supplies, or vehicles.

3.2 HOLD HARMLESS. ALL PARTIES TO THIS AGREEMENT EACH INDIVIDUALLY AGREE TO HOLD THE OTHER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH OF ANY PERSON, FOR ANY DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PERFORMED UNDER THIS AGREEMENT.

3.3 Suits by Third Parties. If any party to this Agreement is sued by a third party for any acts or omissions arising from the performance of this Agreement, the Parties may be a "Governmental Unit" as that term is defined in Section 101.001(3) of the Texas Civil Practice Code. The Parties further understand and agree that such Parties are entitled to the rights, protections, and limitations which Title 5 of the Texas Civil Practice and Remedies Code provides for Governmental Units, including the protections and limitations afforded under Chapter 101 of the Texas Civil Practice and Remedies Code.

ARTICLE IV GENERAL TERMS

4.1 Authority to Enter Contract. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

4.2 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

4.3 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

4.4 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

4.5 Force Majeure. No Party shall be liable to another Party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond their respective control, including, but not limited to: war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

4.6 Term and Termination.

a. Effective Date. This Agreement shall become effective on the last date of execution hereof (the "Effective Date") following the approval of this Agreement by the Parties and shall be in effect for a term of five (5) years.

b. Termination. Notwithstanding any of the foregoing, this Agreement may be terminated at any time, with respect to any Party, following written notice from that Party to the others.

4.7 Notice. Any notices, approval, consent, or communication by one party to another must be in writing and may be by personal delivery or registered or certified United States Mail, properly addressed to the respective parties to the address below. Day to day communications may be done by telephone and email. If there are any changes in addresses or chiefs all Parties will be noticed in written within ten calendar days.

College Station Fire
Department
300 Krenek Tap Road
College Station, TX 77840

Bryan Fire Department
PO Box 1000
Bryan, TX 77805-1000

South Brazos County Fire
Department
c/o Chet Barker
P.O. Box 501
Millican, TX 77866

Brazos County District 2
Volunteer Fire Department
c/o Merrie Noak
P.O. Box 32
Kurten, TX 77862

Brazos County Precinct 3
Volunteer Fire Department
c/o Gerald Burnett
P.O. Box 5453
Bryan, TX 77805

Brazos County Precinct 4
Volunteer Fire Department
c/o Joe Dan Ondrasek
P.O. Box 4186
Bryan, TX 77805

4.8 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Brazos County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.9 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Agreement as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable; by means of good faith negotiation by the Parties to this Agreement or by reform by a court of competent jurisdiction.

4.10 Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.

**CITY OF COLLEGE STATION, TEXAS
PROVIDER**

By: _____
Mayor
Date: _____

ATTEST:

By: _____
City Secretary
Date: _____

APPROVED

By: _____
City Attorney
Date: _____

By: _____
City Manager
Date: _____

By: _____
Exec. Dir. Business Services
Date: _____

By: _____
Fire Chief
Date: _____

MEDICAL DIRECTOR

By: Eric Wilke
Eric Wilke, MD
Medical Director for College Station Fire Department
Date: 5/21/13

**CITY OF BRYAN, TEXAS
PROVIDER**

By: _____

Jason Bienski, Mayor

Date: _____

ATTEST:

By: _____

Mary Lynne Stratta, City Secretary

Date: _____

APPROVED AS TO FORM

By: _____

Janis Hampton, City Attorney

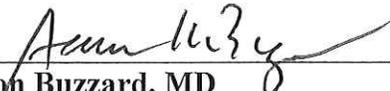
Date: _____

By: _____

Randy McGregor, Fire Chief

Date: _____

MEDICAL DIRECTOR

By:  _____

Aaron Buzzard, MD

Date: 5/23/13

Medical Director for:
Bryan Fire Department
South Brazos County Fire Department
Brazos County District 2 Volunteer Fire Department
Brazos County District 3 Volunteer Fire Department
Brazos County District 4 Volunteer Fire Department

**BRAZOS COUNTY FIRE DEPARTMENTS
FIRST RESPONDERS**

**SOUTH BRAZOS COUNTY
FIRE DEPARTMENT**

By: Chet W. Barker
Chet Barker, Fire Chief
Date: May 22 2013

**BRAZOS COUNTY DISTRICT TWO
VOLUNTEER FIRE DEPARTMENT**

By: Merrie Noak
Merrie Noak, Fire Chief
Date: 5-23-13

**BRAZOS COUNTY PRECINCT THREE
VOLUNTEER FIRE DEPARTMENT**

By: Gerald Burnett
Gerald Burnett, Fire Chief
Date: 5-23-13

**BRAZOS COUNTY PRECINCT FOUR
VOLUNTEER FIRE DEPARTMENT**

By: Joe Dan Ondrasek
Joe Dan Ondrasek, Fire Chief
Date: 5/25/13