

COOPERATIVE AGREEMENT OF AFFILIATION

This agreement ("Agreement") is made between Dr. Amando Garza F. III MD (the "Facility") and the City of Laredo (the "City") through the Laredo Fire Department.

WHEREAS, the Agency operates a health facility in Laredo; and

WHEREAS, the City through the Fire Department wishes to provide a program of clinical education at the Facility for its Emergency Medical Technician and Paramedic students; and

WHEREAS, the Facility is willing to provide such experiences;

NOW, THEREFORE, in contemplation of the relationship to be established between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows.

1. **Duties of the City:** The City agrees to fulfill the following obligations during the term of this Agreement.
 - (a) The City shall assume responsibility for assuring that the program Complies with the educational standards of the appropriate accreditation bodies.
 - (b) The City shall communicate with the Facility, through the Facility's Director, on all items pertinent to the Program.
 - (c) The City shall notify the Facility, through the Director and Unit Managers, of the planned schedule of student assignments, including the names of the students, the students' level of academic Preparation, and length and dates the students' assignments in the program two weeks prior to beginning the clinical experience at the Facility. The City further agrees on ensuring that a preceptor be present on the clinical rotations for the purpose of coordinating clinical activities, instruction and supervision of the Program Participants.
 - (d) The City shall refer to the Facility only those students who have satisfactorily completes the prerequisite didactic portion of the curriculum applicable to the Facility.
 - (e) The City shall inform students and/or faculty members participating in the Program (such students and faculty members being hereafter referred to as the "Program Participants") of any special requirement concerning professional liability insurance set out in Section 3 of this Agreement.
 - (f) The City shall ensure that the students and faculty members obtain and show evidence of currently being immunized for the Hepatitis B vaccine or have signed a formal refusal form for the Hepatitis B vaccine. The City and its individual participants shall not hold the Facility responsible for any incident arising out of an exposure that is preventable by the Hepatitis B vaccine.
 - (g) The City shall ensure that the Program Participants support the Facility's rules and regulations made applicable to the Program participants.

2. **Duties of the Facility:** The Facility agrees to fulfill the following obligations during the term of this Agreement:
 - (a) The Facility shall maintain standards for appropriate health care service, which are conducive to sound educational experiences for students participating in the Program.
 - (b) The Facility shall designate as Program Supervisor a staff member who will be responsible for facilitating the program.
 - (c) The Facility shall, insofar as possible, make available to the Program Participants library facilities, appropriate records and equipment, classroom and conference space. The Facility shall not be responsible for the safekeeping and/or loss of personal belongings.
 - (d) The Facility shall assist in the orientation of the Program Participants to the physical facilities, policies and procedures of the Facility.
 - (e) In the event of an accident during their participation in the Program, the costs of which shall be borne by the applicable Program Participant of the City.
 - (f) The Facility shall notify the City of the number of students the Facility can accommodate during a given period of time.
 - (g) The Facility may, if requested evaluate the performance of assigned Program Participants on a regular basis using evaluation forms which are either supplied by the city, or are acceptable to the City.
 - (h) The Facility may advise the City of any serious deficits noted in the ability of assigned Program participants to progress toward achievement of the stated objectives of the Program, and to assist the City and the Program Participants in attempting to correct these deficiencies.
3. **Program Participants' Insurance:** The City understands that the Facility will require every Program Participant to obtain and maintain professional liability insurance covering such program Participant's activities in the Program in the amount of not less than \$100,000 for each occurrence and \$300,000 annual aggregate and that the City will require each Program Participant to furnish appropriate evidence to the Facility of the existence of such insurance and the payment of premiums by the Program Participant for the period of such Program Participant's participation in the Program. This requirement shall be a precondition to person's participation in the Program.
4. **Parties' Relationship:** During clinical experiences, neither the city nor program Participant shall be considered and employee, agent, partner, or servant of the facility. It is understood an agreed that the Facility retains the ultimate responsibility for patient care, while the program participants retain the obligations and limitations expressly stated in this Agreement.
5. **Indemnification Provisions:** The facility agrees to indemnify and hold harmless the City, its shareholders, officers, and employees from and against any claim, loss, damage, cost, expense, including attorney's fees, or liability arising out of or related to the performance or non-performance by the facility, its shareholders, officers, and employees or any services to be performed or provided by the Facility under this Agreement.

6. Term. The term of this Agreement shall be for five years from the effective date signed at the end of this document. Notwithstanding the terms specified herein, this agreement may be terminated by either party as provided in the Termination section of this Agreement.
7. Termination. This Agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties; provided however, no such termination shall be effective upon any Program Participation enrolled in the Program until the Expiration of the then current academic semester for such Program Participant.
8. Removal of Program Participants. The Facility may demand the removal of any Program Participant from the Facility in the event that the Facility determines that such action is in the best interest of patient care or operation of the Facility. Upon such request, the facility shall provide written documentation specifying the facts and circumstances necessitating such request for removal; so that the Program shall have the opportunity for review and evaluation of such conduct.
9. Modification Agreement. This agreement contains the entire understanding of the parties and shall be modified only by and instrument in writing signed on behalf of each party hereto.
10. Notices. All notices shall be in writing and shall be delivered to the following address or at such different addresses as shall be directed by the Parties from time-to-time.

To City: Fire Chief
 Guillermo Heard
 Laredo Fire Department
 616 E. Del Mar
 Laredo, Texas 78045

To Facility: Dr. Amando F. Garza III MD
 General Pediatrics Specialist Office
 1519 East Bustamante Street Suite A
 Laredo, Texas 78041

11. Governing Law. This agreement is made in Texas and shall be constructed, interpreted, and governed by the laws of such state. The Parties consent to venue in Webb County, Texas for any action under this Agreement.
12. No Wavier. No waiver of a breach of any provision of this Agreement shall be Construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. Rights in Property. All title to Program supplies, equipment, furnishings, fiscal records, patient charts, and patient records shall remain the sole property of the facility.
14. Confidentiality. The City shall ensure that its students, faculty, and employees maintain the confidentiality of all information about the Facility's patients, including information about the identity, diagnosis, evaluation, or treatment of such patients as required by applicable state and federal laws and the Facility's bylaws, rules, and regulations.
15. Authorization of Agreement. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its term.
16. Section Headings. The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the term or provisions of the sections of this Agreement.

IN WITNESS WHEREOF, the City and the Facility have executed this Agreement, in multiple originals, to be effective as of the date on which this Agreement is fully executed.

CITY OF LAREDO

Joseph Wayne Neeb
City Manager
City of Laredo

Date

ATTEST:

Jose Valdez
City Secretary

RECOMMENDED:

Guillermo Heard
Fire Chief
City of Laredo Fire Department

Date

General Pediatrics Specialist Office

Dr. Amando F. Garza III MD
Chief Executive Director

Date

Melissa Garza
Office Manager

RECOMMENDED:

Arturo Garza Gongora, MD
Medical Director
City of Laredo Fire Department

Date