

THE STATE OF TEXAS                   §  
   §                   KNOW ALL MEN BY THESE PRESENTS  
 COUNTY OF FORT BEND               §

**COOPERATION AGREEMENT BETWEEN FIRST RESPONDER  
 ORGANIZATIONS PROVIDING BASIC LIFE SUPPORT AND  
 FORT BEND COUNTY EMERGENCY MEDICAL SERVICE**

**WHEREAS**, the **FORT BEND COUNTY ESD#4 d/b/a FULSHEAR-SIMONTON FIRE DEPARTMENT** (hereinafter **FIRE DEPARTMENT**) is recognized as an official EMS First Responder for **FORT BEND COUNTY EMERGENCY MEDICAL SERVICES** (hereinafter **FORT BEND COUNTY EMS**);

**WHEREAS**, **FORT BEND COUNTY EMS** is a licensed provider providing Mobile Intensive Care Unit (“MICU”) coverage twenty-four (24) hours each day to all areas within Fort Bend County, Texas;

**WHEREAS**, the **FIRE DEPARTMENT** is one of numerous different First Responder organizations augmenting the local EMS system;

**NOW, THEREFORE**, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, **FORT BEND COUNTY EMS** and **FIRE DEPARTMENT** hereby agree as follows:

**I.  
SERVICES PROVIDED**

**1.01** It is hereby agreed and understood that **FIRE DEPARTMENT** shall be utilized as a First Responder and dispatched to calls following current dispatch protocol and procedures and equipment, as determined by **FORT BEND COUNTY EMS** in conjunction with **FIRE DEPARTMENT**.

**1.02** **FIRE DEPARTMENT** will be providing as a minimum, basic life support (BLS) and semi-automatic external defibrillator services to resuscitate and/or stabilize the patient(s) until the arrival **FORT BEND COUNTY EMS**.

**1.03** **FIRE DEPARTMENT** personnel shall follow the Standing Delegated Orders and protocols approved by the **FIRE DEPARTMENT’S** Medical Director. **FIRE DEPARTMENT’S** Standing Delegated Orders and Protocols should be in line with current **FORT BEND COUNTY EMS** Standing Orders and Protocols and will not contradict the patient care or Standing Orders and Protocols of Fort Bend County EMS.

**1.04** Basic life support (BLS) functions include, but are not limited to the following: Patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration to include continuous positive airway pressure or CPAP, bandaging, splinting, spinal immobilization, and administration of approved medications.

**II.  
PROVISIONS**

In accordance with Emergency Medical Service Rules, Texas Administrative Codes, Title 25, Part I, Chapter 157.14, **FIRE DEPARTMENT** agrees to the following:

**201 FIRE DEPARTMENT** personnel providing patient care must be certified or licensed, in an active status, by the Texas Department of Health as an Emergency Care Attendant, Emergency Medical Technician – Basic, Emergency Medical Technician – Advanced, Emergency Medical Technician – Paramedic, or Licensed Paramedic.

**202 FIRE DEPARTMENT** personnel will provide patient care following Standing Delegation Orders (protocols) and equipment as approved by the **FIRE DEPARTMENT** Medical Director in accordance with their accepted scope of practice.

**203 FIRE DEPARTMENT** will respond 24 hours per day, seven days a week.

**204 FIRE DEPARTMENT** personnel must be identified on the scene by at least the following: name of service, name of individual, and level of EMS certification or licensure.

**205 FIRE DEPARTMENT** will provide all necessary equipment and supplies needed to provide patient care in accordance with the protocols. Disposable or interchangeable supplies may be replaced by **FORT BEND COUNTY EMS** per current county policy. No delay in patient care will occur for the exchange of supplies.

**206 FIRE DEPARTMENT** will respond to calls for assistance Code-3, or emergency traffic following standard dispatch procedures. The EMS Communication Center may dispatch units in a non-emergency mode and this procedure will be followed. **FIRE DEPARTMENT** personnel may downgrade a responding ambulance unit not on location to a non-emergency mode if the patient's condition does not warrant an emergency response. **FIRE DEPARTMENT** personnel may cancel an ambulance en route to a scene if no emergency exists on scene and no patients are located.

**207** A First Responder Patient Care Report (written run record) shall be available to **FORT BEND COUNTY EMS** upon request. The Medical Director of **FIRE DEPARTMENT** will approve the Patient Care Report. **FIRE DEPARTMENT** will ensure that report forms are available on every scene, and properly completed for every patient, including refusal of service. A copy of the completed patient care report will be provided to **FORT BEND COUNTY EMS** within five (5) days of the request. **FIRE DEPARTMENT** will maintain copies of all patient care reports.

**208** Except as otherwise provided by law, **FIRE DEPARTMENT** and personnel will be responsible for maintaining verbal and written patient confidentiality.

**209 FORT BEND COUNTY EMS** may assist **FIRE DEPARTMENT** in developing an EMS Quality Improvement program for its personnel. **FIRE DEPARTMENT** personnel will be held to the same high standards of professional ethics, behavior, demeanor, and patient care as provided by **FORT BEND COUNTY EMS** personnel.

**210 FORT BEND COUNTY EMS** paramedic personnel will immediately assume complete control of patient care upon arrival at the scene and proper transfer of care including a verbal report of assessment findings and treatment rendered. **FIRE DEPARTMENT** personnel will remain on the scene and assist the paramedic with patient care procedures until relieved. **FIRE DEPARTMENT** personnel will not provide any procedure that is beyond their level of EMS certification or licensure, and will not perform any procedure not authorized by the **FIRE DEPARTMENT** Medical Director.

**211 FIRE DEPARTMENT** personnel may be requested to assist the paramedic in the ambulance en route to the hospital. This request will be honored so long as the **FIRE DEPARTMENT's** response territory remains with adequate coverage.

**212** Fort Bend County and **FORT BEND COUNTY EMS** will not be responsible for patient care rendered, training accidents, injuries, disease exposure or any liability involving **FIRE DEPARTMENT** personnel, equipment, supplies, or vehicles.

**III.**  
**INDEPENDENT CONTRACTOR**

**301** In the performance of work or services hereunder, **FIRE DEPARTMENT** is deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of **FIRE DEPARTMENT** or, where permitted, of its subcontractors. **FIRE DEPARTMENT** shall assume sole and exclusive responsibility for the payment of wages to employees for services performed under this agreement. **FIRE DEPARTMENT** shall, with respect to said employees, be responsible for withholding federal, state, and local income taxes, paying social security taxes, unemployment insurance, and maintaining worker's compensation coverage in an amount and under such terms as required by the State of Texas Labor Code.

**302** **FIRE DEPARTMENT** and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of Fort Bend County and shall not be entitled to any of the privileges or benefits of Fort Bend County employment.

**IV.**  
**LIABILITY INSURANCE**

**4.01 Commercial General Liability:** **FIRE DEPARTMENT** agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate.

**4.02 Automobile Liability:** **FIRE DEPARTMENT** agrees to maintain Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be greater than or equal to \$1,000,000 combined single limit per accident for bodily injury and property damage.

**4.03 Workers' Compensation and Employer's Liability:** **FIRE DEPARTMENT** agrees to maintain Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employer's Liability limits of \$500,000 per accident.

**4.04 Professional Health Care Liability:** **FIRE DEPARTMENT** agrees to maintain Professional Health Care Liability Insurance with limits not less than \$1,000,000 each claim/annual aggregate.

**4.05** Fort Bend County, its elected and appointed officials, employees and agents shall be named as additional insureds to required coverage except for Workers' Compensation. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County. Any termination of coverage shall result in immediate termination of this agreement. Policies shall provide waiver of subrogation in favor of Fort Bend County.

**4.06 COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE FORT BEND COUNTY RISK MANAGEMENT DEPARTMENT AND A COPY OF THE POLICY OR CERTIFICATE OF COVERAGE**

**SHALL BE DELIVERED TO FORT BEND COUNTY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

**V.  
TERM**

**5.01** The term of this Agreement shall be effective from the date executed by the last party hereto until **September 30, 2020, with automatic one-year renewals** unless terminated earlier by either party by giving at least ten (10) days written notice to the other party.

**5.02** The indemnification provision of Section VI shall survive the termination of this Agreement.

**VI.  
MISCELLANEOUS**

**6.01** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

**6.02** Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

**6.03** Neither party may assign any rights nor obligations under this agreement without the prior written consent of the other party to the agreement.

**6.04** In the event of 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 any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**6.05** The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

**6.06 Indemnification: FIRE DEPARTMENT** agrees, to the extent allowed by law, to indemnify and hold FORT BEND COUNTY and FORT BEND COUNTY EMS harmless with respect to any claim, demand or suit arising out of FIRE DEPARTMENT's activities under this Agreement. **FORT BEND COUNTY and FORT BEND COUNTY EMS** agree, to the extent allowed by law, to indemnify and hold FIRE DEPARTMENT harmless with respect to any claim, demand or suit arising out of FORT BEND COUNTY or FORT BEND COUNTY EMS' activities under this Agreement.

**VII.  
NOTICES**

**7.01** Notices, correspondence, and all other communications shall be addressed to Fort Bend County and submitted to the following representative:

To **COUNTY:** Fort Bend County  
Attn: Fort Bend County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

With copy to **FORT BEND COUNTY EMS** Fort Bend County EMS  
Attn: EMS Chief  
4332 Highway 36 South  
Rosenberg, Texas 77471

To **FIRE DEPARTMENT:**

Fort Bend County ESD#4  
d/b/a Fulshear-Simonton Fire Department  
Attention: Daniel McJunkin  
P.O. Box 494  
Fulshear, Texas 77441

With copy to

Radcliffe Bobbitt Adams Polley, PLLC  
Attn: Regina Adams  
2929 Allen Parkway  
Suite 3450  
Houston, TX 77019

**7.02** It is further agreed and understood the Fort Bend County and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the dates indicated below:

**FORT BEND COUNTY:**

*KP George*  
KP George, Fort Bend County Judge

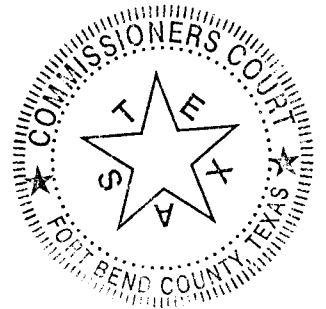
Date: 6.23.2020

Attest:

*Laura Richard*  
Laura Richard, Fort Bend County Clerk

Reviewed:

*Jacquelyn Johnson-Minter*  
Jacquelyn Johnson-Minter, MD, MBA, MPH  
Fort Bend County Health and Human Services Director



**FORT BEND COUNTY ESD#4**

**d/b/a FULSHEAR-SIMONTON FIRE DEPARTMENT:**

By: *Daniel McJunkin*

Title: President

Date: May 19, 2020

Attest:

*Thomas C. Kuykendall Jr.*  
Witness – Tommy Kuykendall

