

STUDENT AFFILIATION AGREEMENT

This Student Affiliation Agreement (“Agreement”), effective as of 01/19/2026 (the “Effective Date”), by and between **Acadian Ambulance Service, Inc. d/b/a The National EMS Academy (hereinafter “Acadian”)**, a domestic corporation lawfully organized under the laws of the State of Louisiana; and Mission Fire Department (hereinafter “AGENCY”) through its duly authorized agent(s).

WHEREAS, Acadian and Agency recognize the need for a cooperative agreement in the following educational student program(s): **Emergency Medical Technician; Paramedic** students; and

WHEREAS, Acadian desires to provide clinical or other field work experience and instruction as part of its educational programs for its students (the “Students”); and

WHEREAS, Agency, in the interest of furthering the educational objectives of the Acadian, desires to make its facilities available to the Students for such experience;

WHEREAS, the parties desire to facilitate the placement of students in the following educational programs: **Emergency Medical Technician; Paramedic**.

NOW THEREFORE, in consideration of the promises and mutual covenants, agreements and undertakings hereinafter set forth, it is hereby agreed:

1. **Contract Documents.**

The Contract Documents consist of this Agreement and the following Exhibits attached hereto and incorporated herein for reference as applicable.

2. **Clinical Experience.**

In consideration of the mutual benefits to be derived by each of the parties herein, Agency grants permission to Acadian, and Agency agrees, to assign and place mutually agreed upon students in the Emergency Medical Technician; Paramedic Field Clinical and Internship Program (the “Program”) at Agency, on a semester-by-semester basis, for the purpose of furthering the training of such students:

After consultation with Agency, Acadian will plan and implement the educational program for the clinical and field internship experience on Advanced Life Support or Critical Care Life Support Ambulances, including planning clinical experience dates, time, and number of students at any given time.

Agency agrees to provide clinical preceptors to oversee and supervise students during their clinical rotation in each location specified above. The Preceptor/Student ratio shall not exceed one (1) Preceptor to student(s) per clinical area.

Patients shall be made aware that care is provided by students (Patients have a right to refuse care rendered by students). Agency reserves the right to direct and/or administer patient care.

3. **Term.**

This agreement shall be a term of two years, commencing on Effective Date and thereafter automatically renew unless otherwise terminated, provided, however that if the Contract Termination Date occurs prior

to the completion of a Program semester for which student are then-currently placed at Acadian, then the term of this Agreement shall extend to the end of such then-current semester. Either party shall have the right to terminate this Agreement, prior to the Contract Termination Date by giving ninety (90) days prior written notification of such termination provided.

4. Roster.

At least two weeks prior to the commencement of a Program semester, Acadian shall provide Agency with a roster setting forth the name of each student who will be placed in the Program at Agency and the term of each semester during which such clinical rotation or internship / externship shall occur. The roster shall include the specialty of each student, the estimated number of hours to be performed at Agency pursuant to this Agreement. Agency has the right to approve or limit the number of students assigned to a particular area.

5. Academic Preparation, Assignment, Supervision Rules.

Acadian agrees that each student placed pursuant to this Agreement shall have completed academics appropriate to the level of training prior to assignment to the Program. Acadian will designate a coordinator for each student assigned to Agency. The designated coordinator(s) shall schedule the assignment of students at Agency with mutual agreement of both AGENCY and Acadian. Acadian agrees the designated coordinator will be available by telephone, pager, or other immediate means of contact at all times while students are present at AGENCY. Acadian agrees that while at AGENCY, the students shall observe and act in accordance with all applicable Acadian policies, procedures, and directives.

AGENCY agrees that each instructor placed pursuant to this Agreement shall have appropriate education and clinical background to supervise the area there are assigned students.

6. Procedure and Required Documentation.

No student shall be permitted to participate in the Program without an Acadian issued identification badge. At least three weeks prior to commencing the Program, AGENCY shall be notified in writing by Acadian that each student is compliant with regard to the matters listed below. Acadian agrees that no student will begin the Program until fully compliant with same and AGENCY shall be provided with evidence of compliance of each with respect to each student:

- 1) Health insurance coverage for each student if covered;
- 2) Negative 10 panel drug screen to include (applies to Advanced EMT and Paramedic only):
 - a. Amphetamines,
 - b. Barbiturates
 - c. Benzodiazepines
 - d. Benzoyllecgonine – cocaine metabolite
 - e. Extended opiates
 - f. Marijuana metabolite

- g. Methadone
 - h. Phencyclidine
 - i. Propoxyphene
 - j. Methaqualone;
- 3) Valid criminal background check to include
 - a. Social security number verification
 - b. Criminal search (7 years or up to 5 criminal searches)
 - c. General Services Administration (GSA) list of parties excluded from federal programs
 - d. Office of Inspector General (OIG) list of excluded Individual/Entities
 - e. US Treasury, Office of Foreign Assets Control (OFAC), list of Specially Designated Nationals (SDN)
 - f. Violent Sexual Offender and Predator Registry Search
 - g. Education Verification (highest level)
 - h. Professional License Verification
 - i. Certification and Designations Check
 - j. Professional Disciplinary Action Search;
- 4) Proof of MMR;
- 5) Hepatitis B vaccination or appropriate waiver;
- 6) Negative TB/PPD skin test or Negative Chest X-ray;
- 7) Proof of Varicella vaccine; if no history of chicken pox, or appropriate waiver;
- 8) Proof of Tetanus vaccine or appropriate waiver;
- 9) Proof of Influenza vaccine or appropriate waiver (flu season);
- 10) Current certification of CPR;
- 11) Evidence of training and education in occupational exposure to blood borne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure to infectious materials;
- 12) Verification of licensure and certifications of students. Out-of-State students must obtain a State licensure for the state in which they will be participating in the clinical setting prior to attending any clinical rotations.
- 13) Covid -19 Vaccination or appropriate waiver

7. Evaluation, Withdrawal.

Both Acadian and AGENCY shall evaluate the performance of each student enrolled in the Program. At any time during the Program, AGENCY may require Acadian to withdraw any student whose appearance, conduct, or work is not in accordance with AGENCY policies or other acceptable standards of performance. Final action regarding a student's evaluation or withdrawal shall be the responsibility of Acadian but final decision student's suitability and acceptance for the Program shall be with AGENCY.

8. Insurance to be provided by AGENCY.

During the term of this agreement, AGENCY shall maintain, and furnish to Acadian, a certificate evidencing the following insurance coverage:

A. Workers Compensation, Employer's Liability and General Liability

Statutory workers' compensation insurance of the maximum scope and limits of coverage as required by law, employer's liability insurance in an amount not less than \$1,000,000.00 and comprehensive general liability insurance (other than medical malpractice) with limits not less than \$3,000,000.00 combined single limit for personal injury liability and property damage liability.

B. Professional liability.

Professional liability coverage in accordance with the provisions of the State where the services are to be provided pursuant to this Agreement.

9. Insurance to be provided by Acadian

During the term of this agreement, Acadian shall maintain, and furnish to AGENCY, a certificate evidencing the following insurance coverage:

A. Workers Compensation, Employer's Liability and General Liability.

Statutory workers' compensation insurance of the maximum scope and limits of coverage required by law, employer's liability insurance in an amount not less than \$1,000,000.00 and comprehensive general liability insurance (other than medical malpractice) with limits not less than \$3,000,000.00 combined single limit for personal injury liability and property damage.

B. Professional Liability.

Professional liability coverage in accordance with the provisions of the State where the services are to be provided pursuant to this Agreement.

10. Mutual Indemnification.

To the extent allowed by law, Each party agrees to defend, indemnify and hold harmless the other from and against any and all claims, losses, damages, costs and expenses (including reasonable attorney's fees) that arise out of or result from the negligent, reckless or intentional acts or omissions of the indemnifying party (the "Indemnitor").

[Indemnification is subject to: (a) the indemnified party promptly providing the Indemnitor written notice of the claim; (b) the Indemnitor's right to control the defense and settlement of the claim (provided that the Indemnitor may not settle or defend any claim without the indemnified party's consent, unless it unconditionally releases the indemnified party from all liability); and (c) the indemnified party providing reasonable assistance to the Indemnitor. This obligation shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

11. Miscellaneous Provisions.

A. Binding Agreement.

Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Agreement shall not be assignable by either part without the prior written consent of the other party.

B. Warranty of Authority.

Each of the parties represents and warrants that it has the full power and authority to enter into this Agreement, that all required action has been duly taken in connection herewith, and that upon execution this Agreement shall become a binding obligation, enforceable in accordance with its terms and applicable laws.

C. Severability.

If any term, covenant, or condition of this Agreement or the application thereof shall be deemed by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, those terms of this Agreement which are valid and enforceable shall not, and the application of any term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by the law.

D. Entire Agreement.

This instrument contains the entire Agreement of the parties. It may not be changed orally but only by an Agreement in writing.

E. Notice Procedure and Addresses.

Any notice request, demand, instruction or other communication to be given any party hereunder or in connection with this Agreement shall be in writing and shall be deemed to be sufficiently given or served for all purposes if personally delivered or when deposited in the U.S. Mail by certified mail, or return receipt requested, postage and registration charges prepaid, addressed to party-recipient at its last known address.

F. Headings.

The Section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.

G. Counterparts.

This Agreement may be executed in multiple counterparts (including counterparts executed by one party), each of which shall be an original, but all of which shall constitute a single agreement.

A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

H. Amendment.

This Agreement may be amended only in a writing executed by the parties hereto, which specifically states that it amends this Agreement.

I. No Waiver.

Failure of any party to insist upon strict observance of or compliance with any term of this Agreement in one or more instances shall not be deemed to be a waiver of its rights to insist upon such observance or compliance with other terms hereof, or in the future.

J. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas excluding the conflicts of law's provisions thereof that would otherwise require the application of the law of any other jurisdiction. The parties agree that the courts of Hidalgo County, Texas shall have exclusive jurisdiction and venue with respect to any litigation or other proceeding between the parties arising out of or in connection with this agreement.

K. HIPAA Requirements.

Both AGENCY and Acadian, shall at all times comply with the standards of documentation and confidentiality mandated by the State and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time including applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the standards of the Commission on Accreditation of Ambulance Service (CAAS), administrative and medical record policies and guidelines established and approved by Acadian.

Employees, students, or agents of Acadian will follow Acadian policies regarding HIPAA regulations. Orientation/education on AGENCY policies for the aforementioned parties will be directly from AGENCY or via Acadian instructors along with completion of assigned curriculum.

For any action that may arise from inappropriate use or release of confidential patient health information by AGENCY, its employees, students, or agents, Acadian may terminate this Agreement, dismiss the student, and/or file a complaint with the Office of Civil Rights. AGENCY agrees to notify Acadian if they or any of their employees, students, or agents are sanctioned by or otherwise excluded from participation in any federally funded plan or program. AGENCY agrees to hold Acadian harmless for all actions that may arise from the inappropriate use or release of confidential patient information by their employees, students, or agents.

Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

Acadian agrees that students will sign AGENCY'S Confidentiality Statement.

12. Nondiscrimination.

All services provided under this Agreement shall be provided without differentiation or discrimination because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, disability, health status, or source of payment. Provider agrees to comply with all applicable laws prohibiting discrimination.

13. Compensation.

This Agreement involves no exchange of monies or payment.

14. Program Participation and Accreditation.

Acadian is an Accredited Emergency Medical Services Program through the Commission on Accreditation of Allied Health Education Programs. As a respected member of AGENCY's Community of Interest, Acadian agrees to participate in semi-annual Clinical Advisory Committee meetings as required by the Commission on Accreditation of Allied Health Education Programs.

15. Force Majeure.

The performance by Acadian shall be excused in the event and during an event of Force Majeure. For purposes of this Agreement an Event of Force Majeure shall be defined as an event such that performance is rendered unsafe or prevented by the following: acts of God; acts of war, riot, accident, flood or sabotage; unavailability of adequate fuel, labor, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted.

IN WITNESS WHEREOF, this instrument has been executed to manifest the understanding of the parties:

Mission Fire Department

**Acadian Ambulance Service, Inc. d/b/a
The National EMS Academy**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____