

AGREEMENT BETWEEN
ATASCOSA COUNTY EMERGENCY MEDICAL SERVICES
AND
SOMERSET INDEPENDENT SCHOOL DISTRICT—SOMERSET HIGH SCHOOL
AGREEMENT FOR EMT-BASIC STUDENT AFFILIATION

This Student Affiliation Agreement (“Agreement”), effective as of **February 1st 2026** (the “Effective Date”), is by and between:

Atascosa County EMS, is a domestic corporation lawfully organized under the laws of the State of Texas; appearing herein through its duly authorized agent, Courtney Grier, EMT-P, EMS Director

Somerset Independent School District-- Somerset High School (hereinafter “School”), appearing herein through its duly authorized agent, Dr. Jose Moreno, Superintendent, Kelli Taylor, Director of CTE and Strategic Partnerships, and Cynthia Gamez, High School Principal.

WHEREAS, **Atascosa County EMS** and School recognize the need for a cooperative agreement in educational programs for Emergency Medical Technician (EMT) students; and

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

WHEREAS, **Atascosa County EMS**, in the interest of furthering the educational objectives of the School, desires to make its facilities available to the Students for such experience; and

WHEREAS, the parties desire to facilitate the placement of students in the following educational programs:

- Emergency Medical Technician (EMT)

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 are initialed by the parties.

2. Clinical Experience.

In consideration of the mutual benefits to be derived by each of the parties herein, **Atascosa County EMS** grants permission to School, and School agrees, to assign and place students in the EMT Field Clinical and Internship Program (the "Program") at **Atascosa County EMS**, on a semester-by-semester basis, for the purpose of furthering the training of such students.

After consultation with **Atascosa County EMS**, School 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 coordinating with Ambulance Operations personnel in planning clinical experience dates, time, and number of students at any given time.

Atascosa County EMS 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 one (1) student per clinical area.

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

3. Term.

This agreement shall be for one (1) year commencing on the Effective Date (the "Primary Term") and shall be terminated one (1) year therefrom, on the anniversary of such Effective Date (the "Contract Termination Date") 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 **Atascosa County EMS**, 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 90 days' prior written notification of such termination provided.

4. Roster.

At least two weeks prior to the commencement of a Program semester, School shall provide **Atascosa County EMS** with a roster setting forth the name of each student who will be placed in the Program at Failure to follow the directions of the Ems Director or designee, Rules of Conduct, **Atascosa County EMS policies** and procedures will result in removal of the privilege to participate as a Ride - Along/Observer. **Atascosa County EMS** has the right to approve or limit the number of students assigned to a particular area.

5. Academic Preparation, Assignment, Supervision Rules.

School 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. School will designate a coordinator for each student assigned to **Atascosa County EMS** The designated coordinator(s) shall schedule the assignment of students at **Atascosa County EMS** with mutual agreement of both School and **Atascosa County EMS**. School agrees the designated coordinator will be available by telephone, pager, or other immediate means of contact at all times while students are present at **Atascosa County EMS**. School agrees that while at **Atascosa County EMS**, the students shall observe and act in accordance with all applicable **Atascosa County EMS** policies, procedures, and directives.

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

6. Procedure and Required Documentation.

No student shall be permitted to participate in the Program without a School issued identification badge. At least two weeks prior to commencing the Program, **Atascosa County EMS** shall be notified in writing by School that each student is compliant with regard to the following matters. School agrees that no student will begin the program until fully compliant with the matters herein. **Atascosa County EMS** shall be provided with evidence of compliance with each of the following matters with respect to each student if necessary:

- 1) Health insurance coverage for each student if covered;
- 2) Hepatitis B vaccination or appropriate waiver;
- 3) Negative TB/PPD skin test or Negative Chest X-ray;
- 4) Proof of Varicella vaccine; if no history of chicken pox, or appropriate waiver;
- 5) Proof of Tetanus vaccine or appropriate waiver;
- 6) Proof of Influenza vaccine or appropriate waiver (flu season);
- 7) Current certification of CPR;
- 8) 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.

7. Evaluation, Withdrawal.

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

8. Insurance to be provided by the school.

During the term of this agreement, the school shall maintain, and furnish to **Atascosa County EMS**, 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 Texas 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 Texas Administrative Code Title 28 §5.2004 for the services to be provided pursuant to this Agreement. With respect to liability arising out of medical malpractice, the obligation of School shall not exceed the amount payable by the State Health Care Provider Fund pursuant to the provisions of Texas Administrative Code Title 28 §5.2004.

In addition to the above coverage's, if School requires that its students obtain independent professional liability insurance as a condition precedent to engaging in the Program, a certificate, evidencing each student's independent professional liability coverage, shall be provided to **Atascosa County EMS** School and shall be maintained in student's **Atascosa County EMS** student file.

9. Insurance to be provided by Atascosa County EMS

During the term of this agreement, **Atascosa County EMS** shall maintain, and furnish to School, 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 Texas 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 Texas Administrative Code Title 28 §5.2004 for the services to be provided pursuant to this Agreement. With respect to liability arising out of medical malpractice, the obligation of School shall not exceed the amount payable by the State Health Care Provider Fund pursuant to the provisions of Texas Administrative Code Title 28 §5.2004.

10. Mutual Indemnification.

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.

Entire Agreement.

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

D. 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.

E. 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.

F. 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.

G. Amendment.

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

H. 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.

I. 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 Atascosa 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.

J. HIPAA Requirements.

Both School and **Atascosa County EMS**, 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 **Atascosa County EMS**.

Employees, students, or agents of the School will follow **Atascosa County EMS** policies regarding HIPAA regulations. Orientation/education on **Atascosa County EMS** policies for the aforementioned parties will be directly from **Atascosa County EMS** or via school instructors along with completion of assigned curriculum.

For any action that may arise from inappropriate use or release of confidential patient health information by School, its employees, students, or agents, **Atascosa County EMS** may terminate this agreement, dismiss the student, and/or file a complaint with the Office of Civil Rights. The school agrees to notify **Atascosa County EMS** 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. School agrees to hold **Atascosa County EMS** 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.

School agrees that students will sign **Atascosa County EMS** Confidentiality Statement if necessary.

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.

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

Somerset Independent School District

Atascosa County EMS

Dr. Jose Moreno
Superintendent
Date:

Courney Grier
AEMS Operations Manager
Date:

Kelli Taylor
Director of CTE and Strategic Partnerships
Date :

Cynthia Gamez
Highschool Principle
Date:

