

## CONTRACT FOR PARAMEDIC AMBULANCE SERVICES

This Contract for Paramedic Ambulance Services (hereinafter referred to as "Contract" or "Agreement") is entered into by and between the Southeast Collin County EMS Coalition, consisting of the following Texas cities: Parker, Wylie, St. Paul, Collin County and Lavon (hereinafter collectively referred to as "Coalition"), and East Texas Medical Center d/b/a East Texas Medical Center Emergency Medical Service, a Texas not-for-profit corporation (hereinafter referred to as "ETMC EMS"). The Coalition and ETMC EMS are sometimes referred to collectively as the "Parties" or individually as a "Party."

NOW, THEREFORE, for and in consideration of the premises and agreements herein contained and other good and valuable consideration, including the award of exclusive market rights, the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agree as follows.

### ARTICLE I DEFINITIONS

The following definitions shall apply to terms as used throughout this Agreement:

**Agreement** means this Contract.

**CAD** means Computer Assisted Dispatch, including but not limited to, primary dispatch data entry and automated time-stamping, 911 data interface, demand pattern analysis, system status management, automated patient locator aids, reporting and documentation, and automated vehicle tracking.

**Contract** (aka Contract for Ambulance Services; aka the "Agreement"; aka the "Contract") is this Contract document labeled Contract for Paramedic Ambulance Services and is an Agreement between the Coalition and East Texas Medical Center Emergency Medical Service.

**Contract Service Area** means the geographic area encompassing the Regulated Service Area plus unincorporated areas of Collin County and such other entities as may choose to contract with ETMC EMS pursuant to a contract incorporating clinical standards and financial provisions consistent with those contained in this Contract.

**EMS System** means that network of individuals, organizations, facilities and equipment, including but not limited to, ETMC EMS, whose participation is required to generate a clinically appropriate, pre-planned system-wide response to each request for pre-hospital care and/or inter-facility transport, so as to provide each patient the best possible chance of survival without disability and given available financial resources.

**Extraordinary Adjustment** is an adjustment justified on the basis of an unusual increase in the cost of a factor of production when such increase in cost is industry wide and the result of causes beyond ETMC EMS's reasonable control.

**1st Response, 1st Responder, 1st Response Organization** refers to that service and those units (e.g., fire department 1st responders) which provide initial stabilization and trained assistance on-scene and, when required, en route to medical facilities, as well as certain extrication and rescue services. In accordance with Priority Dispatch Protocols, a 1st Response unit is routinely sent to all presumptively-classified life-threatening emergency calls within the Contract service area.

**Medical Director** means an emergency physician expert in the pre-hospital practice of Emergency Medicine, appointed by ETMC EMS.

**Member Jurisdiction** means the individual Coalition member's corporate limits.

**MICU** means Mobile Intensive Care Unit as defined in 25 TEX. ADMIN. CODE § 157.2(52), as it exists or may be amended.

**Mutual Aid** means the paramedic ambulance service provided within the Contract Service Area by neighboring providers other than ETMC EMS at the request of City of Wylie (“Wylie”) Dispatch, pursuant to an agreement governing the exchange of service assistance when requested.

**Primary Unit(s)** means those unit(s) staffed by ETMC EMS personnel.

**Regulated Service Area** means the combined corporate limits of all Member Jurisdictions.

**Response Area of the Coalition** means the corporate limits of the Member Jurisdictions of the Coalition.

**Coalition** (aka Southeast Collin County EMS Coalition) means an inter-local cooperative group consisting of the participating municipal governments of Lavon, Parker, St. Paul, and Wylie, plus unincorporated areas of Southeast Collin County.

**Subscription Ambulance Membership Plan** means an optional plan by which citizens in the Member Jurisdictions can contract with ETMC EMS for prepaid, medically necessary, ambulance transport services.

**System Standard of Care** means the combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols (i.e., ambulances), protocols for selecting destination hospital, and standards for certification of pre-hospital care personnel (i.e. telephone call-takers, ambulance personnel and on-line medical control physicians).

## **ARTICLE II MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS**

### **2.1 FRANCHISE MODEL SYSTEM**

- a. ETMC EMS shall provide services under this Contract through a franchise model system and shall furnish its own vehicles and on-board equipment as provided in this Contract. Except as otherwise set forth herein, ETMC EMS shall serve as the retail provider of 911 ambulance services, routine transport services and related ambulance services, financed primarily or exclusively on a fee-for-service basis with or without subsidy according to the agreement of each Member Jurisdiction and participating jurisdiction.
- b. ETMC EMS may charge user fees for services rendered under this contract that are consistent with the provisions of this Contract.
- c. Except for subsidies paid to ETMC EMS under the Subsidy/Price Agreement with each Member Jurisdiction, ETMC EMS shall seek compensation for its services under this Contract solely through the following sources, as applicable:
  - (i) Third-party payers;
  - (ii) Persons or entities who use ambulance services or other persons responsible for such ambulance services; and
  - (iii) Contract purchasers of ambulance services.

**2.2 ALL MICU, FULL-SERVICE SYSTEM.** All ambulances rendering services pursuant to this Contract shall be MICUs and shall be staffed and equipped to render paramedic-level care.

**2.3 MEDICAL SUPPLIES.** All medical supplies acquired, supplied or reimbursed for the performance of the work that is the subject of this Contract shall be furnished by ETMC EMS at ETMC EMS's own expense, including 1st Responder supplies.

**2.4 MEDICAL CONTROL.** ETMC EMS shall provide Medical Direction for ETMC EMS personnel and, if so desired, will provide Medical Direction for all members of the Coalition.

### **2.5 SUBSCRIPTION AMBULANCE MEMBERSHIP PLAN.**

- a. Basic Objects of Program. ETMC EMS shall offer for sale to residents of all Member Jurisdictions and participating jurisdictions under this Contract, a subscription ambulance membership plan. Additionally, ETMC EMS may offer discounts for renewal of subscription ambulance membership plans.

- b. Legal Obligations. The subscription ambulance membership plan offered to residents of the Member Jurisdictions and participating jurisdictions under this Contract shall comply with federal and state law relating to subscription ambulance membership programs.
  - c. Medicaid Recipients. Persons whose medical expenses are covered under Medicaid are not eligible to participate under the subscription ambulance membership plan.
  - d. Additional Benefits. ETMC EMS may, at its option, offer additional benefits to persons who purchase subscription ambulance membership plans under this subsection.
  - e. Periodic Membership Drives. ETMC EMS shall hold an open enrollment period during each calendar year for the subscription ambulance membership program, and residents in the Member Jurisdictions and participating jurisdictions shall be entitled to apply for participation in the subscription ambulance membership program during that period.
  - f. Beneficial Extension of Service. Each person requiring or requesting ambulance service shall receive the quality of care and transportation required under the System Standard of Care, without regard to membership status in the subscription ambulance membership program.
  - g. Financial Assistance for Plan Purchase. A Member Jurisdiction or participating jurisdiction may purchase or may assist its residents in purchasing and paying for subscription ambulance membership plans in accordance with a written agreement between the Member Jurisdiction or participating jurisdiction and ETMC EMS.
- 2.6 **USE OWN EXPERTISE AND JUDGMENT.** ETMC EMS is specifically advised to use its own best judgment in deciding upon the methods to be employed to achieve and maintain the levels of performance required hereunder. Such "methods" include compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters which, taken together, comprise ETMC EMS's own strategies and tactics for performing its obligations under this Agreement.
- 2.7 **EXCLUSIVITY.** ETMC EMS is awarded exclusive rights and responsibilities for the provision of all emergency and non-emergency ambulance services, originating within the Member Jurisdictions, regardless of the manner in which the request for service is conveyed. Notwithstanding the foregoing, in the event that the Required MICU (as defined in Section 3.1) is on a transfer or otherwise unavailable, ETMC EMS may use another EMS service provider for non-emergency transfers to and from the Member Jurisdictions.

2.8 SELECTION OF PATIENT DESTINATION. Medical Protocols approved by the Medical Director shall establish protocols for selection of the destination hospital, which protocols shall be strictly followed by paramedic personnel and on-line medical control physicians, except when a departure from protocol is justified on the basis of special considerations of patient care or practical barriers to implementation (e.g., blocked roads, hospital divert status, etc.). This Contract is entered into by both parties pursuant to a mutual assumption that transport protocols approved by the Medical Director shall strictly adhere to the following priorities of consideration, and shall recognize these priorities in the sequence presented:

- a. First Consideration: patient care and safety;
- b. Second Consideration: patient/family choice; and
- c. Third Consideration: fairness in distribution of patients among hospitals. In this regard, the following rules shall apply:
  - (i) Non-Emergencies. All “non-emergency patients” (as defined by patient-assessment protocols approved by the Medical Director) shall be transported to the destination selected by the patient, the patient's family or the patient's personal physician, without exception.
  - (ii) Non-Life-Threatening Emergencies. Patients experiencing a “nonlife-threatening emergency” (as defined by patient-assessment protocols approved by the Medical Director) shall be transported to the facility of choice designated by the patient, the patient's family, or the patient's personal physician, or if no such preference is stated, to the nearest hospital approved by the Medical Director for receipt of patients experiencing non-life-threatening emergencies.
  - (iii) Life-Threatening Emergencies. Patients experiencing life-threatening emergencies (as defined by patient-assessment protocols approved by the Medical Director) shall, in accordance with transport protocols approved by the Medical Director, be delivered to the "nearest appropriate facility", taking into consideration the patient's condition and location, the patient's medical requirements and the respective capabilities of hospitals within and, for some types of patients, outside the Contract Service Area. Such transport protocols shall not be inconsistent with then-currently-approved trauma system protocols (when available).
  - (iv) Enforcement. Inappropriate and unjustified deviations from these patient-destination protocols by a paramedic without direct authorization by a Base Station Physician or inappropriate and unjustified instructions regarding such deviation by a Base Station Physician shall be subject to reasonable and appropriate sanctions by the Medical Director provided that such sanctions are applied in accordance with due process procedures.

## **ARTICLE III SCOPE AND QUALITY OF SERVICES**

3.1 **AMBULANCE SERVICES TO COALITION.** ETMC EMS shall provide emergency and non-emergency ambulance service to the entire Response Area of the Coalition, and shall provide staff and MICUs as set forth in this Contract, including but not limited to at least one fully staffed MICU dedicated solely for response to the entire Response Area of the Coalition (the "Required MICU").

In the event that no ambulance provided for in this Contract is available for service, or additional ambulances are needed, each member of the Coalition will be required to rely upon mutual aid plans for its municipality.

Wylie will maintain response time records and meet the following goals on all Primary Unit transports for which Wylie has primary dispatch responsibility as set forth below:

1. Life-Threatening Emergency Calls will have a response time 90% or better of 8 minutes and 59 seconds.
2. Non Life-Threatening Emergency Calls will have a response time 90% or better of 12 minutes and 59 seconds.

These commitments shall be calculated on a per-one hundred (100) transport basis for the Primary Unit only, and shall be calculated annually at the end of each year during the term of this Contract. The response time commitments set forth above shall constitute contractually binding performance requirements under this Agreement. In this regard, the protocols set forth in Section 3.2 of the Coalition Agreement shall apply to the reporting requirements of this Agreement. However, for purposes of this Agreement "response time" is defined as: the elapsed time between the moment a request for ambulance service is received by the responding Coalition ambulance, and the time that unit arrives at the confirmed location of an emergency or upon the arrival of ALS 1st Responder personnel.

**Exemptions.** No requests for ambulance service shall be exempt from response time compliance. Response time calculations under this Section 3.1 will be based on percentiles for every one hundred (100) requests for service by priority except as follows:

- i. Requests not resulting in a patient transport;
- ii. Requests during a period of unusually severe weather conditions, such that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from delayed response;
- iii. Late runs resulting as a consequence of inaccurate or incomplete information obtained by 911 control center personnel during telephone interrogation of a caller, or in conveying such information to the ETMC EMS responding unit, either orally or by way of data transmission;

- iv. Requests during a declared disaster, locally or in a neighboring non-participating jurisdiction, in which ETMC EMS is rendering assistance. During such periods, ETMC EMS shall use best efforts to simultaneously maintain coverage within Member Jurisdictions and participating jurisdictions as well as provide disaster assistance;
- v. In cases where multiple paramedic capable units are dispatched to a single incident, the first-arriving paramedic unit shall “stop the clock”, and response times of later arriving units shall be excluded from response time statistics;
- vi. During periods of unusual system overload, which shall mean that at least three (3) emergency responses are occurring simultaneously within the service area, responses *in excess of* the second emergency request shall not be included in response time calculations;
- vii. Requests dispatched to EMS unit when responding from locations outside Wylie; and
- viii. No other causes of late response (e.g., equipment failure, vehicular accident regardless of origin, or other causes within ETMC EMS's reasonable control) shall serve to justify exemption from response time requirements.

3.2 EMERGENCY MEDICAL DISPATCH: ETMC EMS agrees that all ambulances will be dispatched through the Wylie Communications Center using the nationally recognized emergency dispatch program Medical Priority Dispatch System (MPDS).

Wylie agrees to provide real-time access to all emergency medical call-related telephone calls and real-time access to all EMS-related radio traffic and dispatch data.

3.3 CUSTOMER SERVICE AND MEMBERSHIP PROGRAM. ETMC EMS shall comply with customer service and accounts receivable management practices as provided in this Contract.

3.4 DISASTER ASSISTANCE. During a declared disaster, locally or in a neighboring jurisdiction, the normal course of business under this Contract shall be interrupted from the moment the disaster occurs. Immediately upon such notification, ETMC EMS shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster occurred. The disaster-related provisions of this Contract are:

- a. At the scene of such disasters, ETMC EMS personnel shall perform in accordance with local disaster protocols established by that community.

- b. When disaster assistance has been terminated, ETMC EMS shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking and other relevant considerations.
  - c. During the course of the disaster, ETMC EMS shall use its best efforts to provide emergency coverage throughout the Contract Service Area and shall suspend non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension.
- 3.5 NO AMBULANCE DEPLOYMENT RESTRICTIONS. Every Member Jurisdiction and participating jurisdiction shall have access to the resources of the EMS System, as dictated by fluctuations in consumer demand for service, weather conditions and disaster events. To ensure such flexibility in responding to shifting needs, ETMC EMS will refrain from contractually committing any of its ambulances to the exclusive benefit of any jurisdiction.
- 3.6 WYLIE AMBULANCE AND DEPLOYMENT. Wylie currently staffs an ambulance with MICU capabilities (“Wylie Ambulance”) and will continue to do so. Such Wylie Ambulance shall be used to provide back-up ambulance service to the Coalition. A separate contract, Supplemental Agreement to Contract for Paramedic Ambulance Services, between Wylie and ETMC shall provide special terms and conditions. Should any other member of the Coalition determine that it will also provide back-up ambulance service, a separate contract between the member and ETMC will also be required. ETMC EMS shall pay a one hundred (\$100.00) dollar stipend, per transport, to the Coalition member that provided the transport, but only when Wylie Dispatch calls for back-up in the event ETMC EMS's unit(s) is/are out of service, subject to Section 3.9, below.
- a. ETMC EMS shall provide all EMS supplies used on patients for the operation of the Wylie Ambulance (as described in 3.6 above). The supplies used must be recorded on the patient care report.
  - b. ETMC EMS shall provide the Coalition with another ambulance unit during any time that the Wylie Ambulance is out of service. ETMC EMS will provide such replacement ambulance for a period of up to ten (10) days. After ten (10) days, ETMC EMS will negotiate a mutually acceptable short term lease for such replacement ambulance with lease payments not to exceed ten dollars (\$10.00) per day.
  - c. If the Coalition requests additional resources from ETMC EMS, the Parties agree to renegotiate in good faith the annual total subsidy to be paid ETMC EMS in order to provide sufficient resources for the services described in such contract. If the Parties are unable to reach such a mutual agreement, the current provisions of this Contract shall remain in effect.



- 3.7 **USE OF NON-COALITION OR NON ETMC EMS AMBULANCES.** In the event a Coalition member utilizes an ambulance of an entity that is not a Coalition member or an ETMC EMS unit, and a Coalition member-operated ambulance or an ETMC EMS ambulance was available, then such Coalition member shall reimburse ETMC EMS for ETMC EMS's loss of revenue for such trip, excluding transfer.
- 3.8 **CLEAN TICKET PROVISION.** ETMC EMS' payment of the One Hundred (\$100) Dollar stipend provided for in Section 3.6 is expressly conditioned on the Coalition members fully and accurately completing the trip ticket and related paperwork in accordance with the policies and procedures that ETMC EMS requires of its own personnel in the completion of such trip ticket ("Clean Ticket"). ETMC EMS will provide adequate training/education to personnel filling out trip tickets.
- 3.9 **CLINICAL STANDARDS AND QUALITY IMPROVEMENT.** The initial standards of clinical quality as well as the clinical upgrade schedules to occur on or before listed deadlines throughout the term of this Contract shall constitute contractually binding performance requirements under this Agreement.
- 3.10 **CONTINUING EDUCATION.** ETMC EMS shall provide the Coalition members and their 1<sup>st</sup> Responders with necessary continuing education including two (2) live continuing education programs conducted by the Office of Clinical Services annually. These continuing education programs shall be held within the Contract Service Area and shall meet or exceed the State of Texas' educational requirements for recertification of paramedic and EMT personnel. ETMC EMS' obligation to provide continuing education under this Section 3.10 includes EMT and Paramedic training, which includes trauma, advanced cardiac and pediatric education programs.

## **ARTICLE IV CONSIDERATION**

Consideration for this Contract is an award of exclusive market rights subject to the terms set forth in this Contract for the term of the Contract.

- 4.1 **AUTHORIZATION OF USER-FEE CHARGES.** ETMC EMS shall charge user fees for services originating within each Coalition Member Jurisdiction. Each Coalition member may assist its residents in purchasing and paying for membership rights by incorporating voluntary provisions for billing and payment in conjunction with residential water bills.
- 4.2 **USER-FEE AUTHORIZATION.** ETMC EMS is hereby authorized to charge user fees for ground ambulance services as follows:

The maximum total average of all bills generated for ambulance service originating within the Coalition (exclusive of mileage charges) shall not exceed eight hundred ninety five dollars and thirty-five cents (\$895.35) ("Maximum Total Average Bill").

- 4.3 ANNUAL INFLATION ADJUSTMENTS. The Coalition shall annually permit adjustment of the ETMC EMS Maximum Total Average Bill (as discussed in this Section 4.3), the first such adjustment being authorized on October 1, 2015. Any increase made to the Maximum Total Average Bill in such adjustment shall not exceed the percentage change in the nationwide Consumer Price Index for All Urban Consumers (“CPI-U”) over the most recent twelve (12) month period for which published figures are available. ETMC EMS has the discretion to accept all or a portion of the maximum allowable inflation adjustment and may apply those amounts in the manner determined by ETMC EMS provided that such adjustment does not exceed the maximum allowable adjustment under this Contract.
- 4.4 ADJUSTMENT FOR EXCESS BILLINGS. In the event ETMC EMS's actual total average bill (exclusive of mileage charges) for services rendered in the Contract Service Area during the preceding contract period is found to be inadvertently in excess of the level permitted by the then-applicable Maximum Total Average, the Coalition shall delay the effective date of the inflation adjustment increase by a number of days sufficient to fully offset the amount of overpayment, as approved by the Coalition.
- 4.5 EXTRAORDINARY ADJUSTMENTS FOR EXTERNALLY IMPOSED UPGRADES. ETMC EMS may periodically apply for extraordinary rate adjustments to offset the actual and reasonable marginal costs of implementing and maintaining clinical upgrades required by the Medical Director and approved by the Coalition. Adjustment shall be subject to optional review and confirmation or denial by the Coalition.
- 4.6 EXTRAORDINARY ADJUSTMENTS FOR UNUSUAL COST INCREASES. As may be justified by circumstances beyond ETMC EMS's reasonable control (e.g., industry wide insurance cost increases of major magnitude, restoration of OPEC's pricing powers, etc.), ETMC EMS shall be eligible for temporary but renewable (as justified and approved by the Coalition) Extraordinary Adjustments when the Coalition finds that the cause of such extraordinary increase in the cost of one or more factors of production necessary to produce quality pre-hospital care is due to an unusually large, rapid increase in the cost to ETMC EMS of that factor of production, in which this increase is industry-wide, not the result of poor purchasing practices and not the result of increased consumption of the factor of production. Provided, however, all such approvals of Extraordinary Adjustments shall be subject to optional review and confirmation or denial by the Coalition.
- 4.7 ANNUAL SUBSIDY. Beginning October 1, 2014, the Coalition will provide an annual subsidy to ETMC EMS for the provision of EMS services under this Agreement in the amount of two hundred three thousand, three hundred seventy-three dollars and twenty cents (\$203,373.20), which will be paid in four (4) quarterly installments of fifty thousand eight hundred forty-three dollars and thirty cents (\$50,843.30), with each installment due on October 1, January 1, April 1 and July 1 of each year during the term of this Agreement. This subsidy amount will be adjusted annually on October 1st of each year but each such adjustment shall not exceed the percentage change in the nationwide CPI-U over the most recent twelve (12) month period for which published figures are

available. ETMC EMS will provide the Coalition with at least sixty (60) days' notice of any increase in the subsidy due to changes in the CPI-U. The quarterly subsidy installment payment will be remitted to ETMC EMS within fifteen (15) days of the invoice for such payment being sent to the Coalition. In the event the Coalition fails to remit such payment, ETMC EMS shall have the option to terminate this Agreement upon thirty (30) days' notice.

The share of the annual subsidy to be paid by each Coalition member shall be as agreed to by the Coalition in **Exhibit "A"**.

In the event the Initial Term (as hereinafter defined) of this Agreement is continued into one or more renewal terms, the Parties agree to negotiate in good faith relative to subsidy amounts for the renewal term(s), if any. If the Parties cannot mutually agree on such subsidy amounts for any renewal term, ETMC EMS may terminate this Agreement upon sixty (60) days' prior written notice, without penalty.

The amounts set forth in this Section 4.7 represent the amounts due ETMC EMS, assuming that the membership of the Coalition remains the same as of the effective date of the Contract. **EACH COALITION MEMBER WHO WITHDRAWS FROM THE COALITION, CEASES TO PARTICIPATE OR CONTRACTS WITH ANOTHER EMS PROVIDER IS SOLELY RESPONSIBLE FOR MAKING ETMC EMS WHOLE FOR SUCH LOSS OF REVENUE FOR THE DURATION OF THE CONTRACT (WHICH INCLUDES SUBSIDY AND PATIENT TRANSPORT REVENUE RELATED TO SUCH COALITION MEMBER) TO ETMC EMS.** Such Coalition member agrees that its termination or withdrawal from the Coalition irreparably harms ETMC EMS and knowingly and specifically agrees that its agreement to make ETMC EMS whole as the result of such termination or withdrawal is an essential provision in this Agreement. The Coalition agrees to the maximum extent permitted by law to hold harmless ETMC EMS from such loss of revenue and loss of subsidy. In the event such Coalition member refuses to reimburse ETMC EMS for such loss of revenue or loss of subsidy, ETMC EMS shall have all rights allowed by law to pursue money damages, including its attorneys' fees in seeking to collect such loss of revenue and subsidy from the Coalition Member. Additionally, the failure to pay such monies to ETMC EMS is a material breach of this Agreement, and notwithstanding any other provisions to the contrary, ETMC EMS may terminate this Agreement because of such breach upon sixty (60) days' prior written notice, without penalty.

- 4.8 ETMC EMS shall have the exclusive right to bill and collect any third-party payer or individual for services rendered by ETMC EMS, and for any transports rendered by the Coalition.
- 4.9 **ADDITIONAL UNITS.** The Parties acknowledge that the Member Jurisdictions are growing rapidly and the need for future EMS services may arise in the future. ETMC EMS will periodically evaluate the services rendered and determine ETMC EMS's capability and performance. As the result of such evaluation, ETMC EMS may consider

such information in evaluating the need to dedicate additional units or other alternatives to the Coalition as sound business practices would dictate, and as the Parties mutually agree.

- 4.10 Within the first six months of the Initial Term of this Contract, ETMC EMS will remount physical unit 990 and provide an ETMC EMS painted ambulance as a replacement during the remounting process. ETMC EMS will also provide two (2) monitor/defibrillators for use on the Wylie units.
- 4.11 After completion of the Initial Term of this Contract and the granting of the five (5) year renewal term, ETMC EMS will remount units 990 and 991 within the first six months of the five (5) year renewal term. ETMC EMS will supply two ETMC EMS painted ambulances as replacements during the remounting process.

## **ARTICLE V INSURANCE AND INDEMNIFICATION**

- 5.1 **INSURANCE REQUIREMENTS.** At all times during the Initial Term of this Contract and throughout any renewal terms, ETMC EMS shall obtain insurance as listed below and pay all premiums thereon for ETMC EMS's owned and operated ambulances. For liability arising solely from the actions or inactions of ETMC EMS or ETMC EMS's personnel, all such policies shall name the Coalition, its individual members and the Medical Director as "additional insured". ETMC EMS shall furnish the Coalition with an ACORD Certificate of Insurance and all required endorsement(s) indicating that the types and amounts of insurance required hereunder are in full force and effect and that the insurance carrier will endeavor to give the Coalition thirty (30) days' written advance notice of any cancellation, change, termination, failure to renew or renewal, or any change in coverage of any such policy or policies reflected on said certificate. Nothing in this Article V shall be deemed to prohibit the use of a program of insurance being "self-insurance" as that term is normally used as being a formally organized system of covering risks or to be a limitation upon the insured as to the deduction it may cause to be provided in connection with any of its respective insurance policies. ETMC EMS shall provide the Coalition with evidence that any/all subcontractors performing services under this Agreement have the same types and amounts of coverage as required herein. ETMC EMS's insurance coverage shall meet the following minimum requirements:
  - a. **WORKER'S COMPENSATION.** Worker's Compensation Insurance as permitted by the laws of the State of Texas. The Worker's Compensation Insurance shall provide for a waiver of subrogation against the Coalition and its members for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of insurance.
  - b. **COMMERCIAL GENERAL LIABILITY.** Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence combined single limits (CSL) for all claims resulting from bodily injury (including

death) and/or property damage arising out of the operations of the ambulance service authorized hereunder.

- c. **AUTOMOBILE LIABILITY.** The following coverage is required:
- (i) Uninsured Motorist. Uninsured/underinsured motorist coverage, covering all automobiles and including all owned, hired, or leased vehicles in an amount equal to or greater than the minimum liability limits required by law.
  - (ii) Employer's Non-owned Auto Coverage. Employer's non-owned liability in an amount equal to the liability limits set forth in Subsection b, immediately above.
- d. **AMBULANCE LIABILITY.** A policy covering the liability created by ambulance operation to a limit called for in Subsection b hereof. It is further understood that, due to the nature of this risk, it is presently necessary to obtain this coverage through the Assigned Risk Pool and that policy form must be accepted as offered.
- e. **MALPRACTICE.** Malpractice insurance in an amount not less than one million (\$1,000,000.00) dollars for each claim.
- f. **EXCESS LIABILITY INSURANCE UMBRELLA.** Excess liability insurance umbrella policy providing two million dollars (\$2,000,000.00) coverage per occurrence and four million dollars (\$4,000,000.00) annual aggregate coverage in excess of all other liability policies prescribed herein.
- g. **SUBMISSION OF POLICIES.** Said insurance policies required hereunder may be submitted to the Coalition. Satisfactory evidence that such insurance is at all times in full force and effect shall be furnished to the Coalition on ETMC EMS's execution of this Contract and, thereafter, within seven (7) days of the Coalition's written request for the same.
- h. **EFFECT OF CANCELLATION OR TERMINATION.** The cancellation or other termination of any policy of insurance required hereunder shall give the Coalition the right to revoke and terminate this Contract, in addition to any other remedies available to the Coalition, unless another insurance policy complying with the provisions of this section shall be provided and be in full force and effect at the time of such cancellation or other termination.
- i. **OCCURRENCE FORM REQUIRED.** All coverage furnished hereunder shall be written on an "occurrence" basis not a "claims made" basis, provided, however, that a combination of "claims made" coverage and "extended reporting endorsement" ("tail coverage") for an indefinite period following expiration of this Contract shall be considered equivalent to "occurrence" coverage. Furthermore, nothing in this provision shall be construed as prohibiting partial self-funding of defined aspects of coverage, provided self-funding financial arrangements and risk-management aspects are approved by the Coalition, which approval shall not be unreasonably withheld.

- 5.2 **INDEMNIFICATION. ETMC EMS COVENANTS AND AGREES THAT IT WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COALITION, EACH MEMBER JURISDICTION AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE, COST, CHARGE OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING OUT OF ANY ACT, ACTION, NEGLIGENCE OR OMISSION BY ETMC EMS, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES DURING THE PERFORMANCE OF THIS CONTRACT, EXCEPT THAT NEITHER ETMC EMS, EAST TEXAS MEDICAL CENTER REGIONAL HEALTHCARE SYSTEM, NOR ANY OF THEIR RESPECTIVE SUBCONTRACTORS OR ASSIGNEES, WILL BE LIABLE UNDER THIS SECTION FOR DAMAGES ARISING OUT OF INJURY OR DAMAGE TO PERSONS OR PROPERTY DIRECTLY CAUSED OR RESULTING FROM THE NEGLIGENCE OF THE COALITION, OR ANY MEMBER JURISDICTION OR ANY OF THEIR OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES.**

## **ARTICLE VI MAJOR DEFAULT & REPLACEMENT PROVISIONS**

- 6.1 **MAJOR DEFAULT DEFINED.** Conditions and circumstances that shall constitute a major default by ETMC EMS shall include but not be limited to the following:
- a. Supplying to the Coalition during the contracting process, false information or information so incomplete as to effectively mislead;
  - b. Willful falsification of data supplied to the Coalition or to the Medical Director during the course of operations, including by way of example but not by way of exclusion, patient report data, response data, financial data, or willful or deliberate omission of any other data required under this Contract;
  - c. Deliberate and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
  - d. Failure to maintain equipment in accordance with generally accepted maintenance practices;
  - e. Willful attempts by ETMC EMS to intimidate or otherwise punish non-management employees who desire to interview with or to sign contingent employment agreements with successful bidders following a subsequent bid cycle;
  - j. Chronic and persistent failure of ETMC EMS's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;
  - k. Failure by ETMC EMS to cooperate with and assist the Coalition in its transfer of ETMC EMS's operations after a major default has been declared by the Coalition,

as provided for in Section 6.2, *even if it is later determined that such default never occurred or that the cause of such default was beyond ETMC EMS's reasonable control*;

- l. Failure to substantially and consistently meet or exceed the various clinical and response standards required hereunder;
- m. Intentional over billing; and/or
- n. Failure to fully comply with applicable federal, state and local laws, rules and regulations.

6.2 **DECLARATION OF MAJOR DEFAULT AND TRANSFER OF SERVICE.** In the event the Coalition determines that a major default has occurred, and if the nature of the default is, in the opinion of the Coalition, such that public health and safety are endangered, ETMC EMS shall be given written notice specifying the particular complaint(s) and identifying them as appropriate by date, place, etc. with a reasonable opportunity (defined as seventy-two (72) hours for a deficiency dangerous to public health and safety and thirty (30) days for any other deficiency) to correct said deficiency. In the event ETMC EMS fails to correct said deficiency within the time as set forth above, ETMC EMS may thereafter be found to be in default (as set forth in Section 6.3). In such event, the Coalition may immediately terminate this Contract in full, without any recourse, damages or rights of recovery to ETMC EMS, and/or may take any other legal action to protect and enforce the Coalition's rights, and ETMC EMS shall cooperate with the Coalition to affect a prompt and orderly transfer to the Coalition of ETMC EMS's and the Coalition's responsibilities as set forth in Section 6.3.

6.3 **MAJOR DEFAULT.** In the event of a major default and the failure to cure the same as set forth in Section 6.2, ETMC EMS shall transfer its responsibilities within seventy-two (72) hours thereafter upon such finding of a major default by the Coalition,, in addition to any other remedies available to the Coalition. Notwithstanding the foregoing, ETMC EMS does not waive its rights to challenge such declaration and may dispute such issue in a court of law and, if successful, recover all its damages as allowed by law.

6.4 **MAJOR DEFAULT NOT DANGEROUS TO PUBLIC HEALTH AND SAFETY.** If the Coalition declares ETMC EMS to be in major default on grounds other than a performance deficiency dangerous to public health and safety, ETMC EMS may dispute and legally resolve the Coalition's claim of major default prior to transfer of ETMC EMS's operations by the Coalition.

6.5 **"LAME DUCK" PROVISIONS.** Should ETMC EMS fail to prevail in a future procurement cycle, the Coalition shall obviously depend upon ETMC EMS to continue provision of all services required under this Contract until the new contractor assumes service responsibilities. Under these circumstances, ETMC EMS would, for a period not to exceed six months, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of this Contract throughout any such "lame duck" period, the following "lame duck" provisions shall apply:

- a. Throughout such "lame duck" period, ETMC EMS shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to another firm;
- b. ETMC EMS shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting ETMC EMS's service and operating costs to maximize profits during the final stages of this Contract; and,
- c. The Coalition recognizes that, if another firm prevails in a future procurement cycle, ETMC EMS may reasonably begin to prepare for transition of service to the new contractor during the "lame duck" period, and the Coalition shall not unreasonably withhold its approval of ETMC EMS's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair ETMC EMS's performance during the "lame duck" period and so long as such transition activities are prior-approved by the Coalition.

6.6 **PERFORMANCE BOND.** To provide protection to the Coalition, ETMC EMS shall furnish a performance bond in the amount of one million dollars (\$1,000,000.00).

6.7 **OTHER DEFAULT.** In the event the Coalition determines that a default other than a major default as defined in Section 6.1 has occurred, ETMC EMS shall be given written notice of such other default and shall have thirty (30) days to correct such other default. In the event ETMC EMS fails to cure such other default within thirty (30) days, ETMC EMS may thereafter be found to be in default. In such event, the Coalition may immediately terminate this Contract in full, without any recourse, damages or rights of recovery to ETMC EMS, and/or may take any other legal action to protect and enforce the Coalition's rights, and ETMC EMS shall cooperate with the Coalition to affect a prompt and orderly transfer to the Coalition of ETMC EMS's and the Coalition's responsibilities in accordance with Section 6.3.

## **ARTICLE VII TERM AND RENEWAL**

7.1 **TERM OF AGREEMENT.** This Contract shall be for a period of five (5) years beginning October 1, 2014 ("Initial Term").

7.2 **RENEWAL TERM.** This Contract will automatically be renewed for one (1) additional five (5) year extension period; however, either party shall have the right to terminate this Contract at the end of the "Initial Term" or any "Renewal Term" by providing the other party with one hundred twenty (120) days' written notice prior to such date.



## ARTICLE VIII GENERAL PROVISIONS

- 8.1 **CHARACTER AND COMPETENCE OF PERSONNEL.** All persons employed by ETMC EMS in the performance of work under this Contract shall be competent and holders of appropriate permits in their respective trades or professions. The Coalition may demand the removal of any person employed by ETMC EMS who engages in chronic misconduct or is chronically incompetent or negligent in the due and proper performance of his duties, and such person shall not be reassigned by ETMC EMS for provision of services under this Contract without the written consent of the Coalition, provided, however, that the Coalition shall not be arbitrary or capricious in exercising its rights under this provision, and shall be required to document in writing the specific reasons for exercising rights relative to any given employee, and shall also give that employee an opportunity to defend himself in the presence of ETMC EMS's chief executive officer and Medical Director and the Coalition prior to removal.
- 8.2 **PERMITS & LICENSES.** ETMC EMS shall be responsible for obtaining all necessary permits and licenses required for initiation and completion of its work under this Contract.
- 8.3 **VENDOR DISCLOSURE.** ETMC EMS acknowledges and agrees that it is aware of the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended, and will abide by the same. In this connection, ETMC EMS shall provide an executed copy of the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit "B"** and incorporated herein for all purposes, when ETMC EMS delivers an executed copy of this Agreement to the Coalition.
- 8.4 **ASSIGNMENT.** This Agreement shall not be assigned or transferred without the prior written consent of the Coalition. Such written consent shall not be unreasonably withheld.
- 8.5 **RIGHTS AND REMEDIES NOT WAIVED.** ETMC EMS agrees that the work specified in this Contract shall be completed without further consideration of the market rights provided for herein and that the acceptance of work and the payment of user fees and subsidy amounts (if any) shall not be held to prevent maintenance of an action for failure to perform such work in accordance with this Agreement. In no event shall payment by a Member Jurisdiction (if any such payments are made) hereunder constitute or be construed to be a waiver by the Coalition of any default or covenant or any default which may then exist on the part of ETMC EMS, and the making of such payment while any such default exists shall in no way impair or prejudice any right or remedy available to the Coalition with respect to such default.
- 8.6 **ATTORNEY FEES.** If either the Coalition or ETMC EMS institutes litigation against the other party to secure its rights pursuant to this Contract, the prevailing party shall be entitled to the actual and reasonable costs of litigation and reasonable attorney's fees in addition to any other relief to which such party may be entitled.

- 8.7 **NON-DISCRIMINATION.** ETMC EMS agrees as follows:
- a. ETMC EMS will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, sex or age. ETMC EMS will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, disability, sex or age. Such action shall include, but not be limited to the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. ETMC EMS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
  - b. ETMC EMS will, in all solicitations or advertisements for employees placed by or on behalf of ETMC EMS, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, disability, sex or age.
- 8.8 **COMPLIANCE WITH LAWS.** The services furnished by ETMC EMS under this Contract shall be rendered in full compliance with applicable federal, state and local laws, rules and regulations. It shall be ETMC EMS's responsibility to determine which laws, rules and regulations apply to the services rendered under this Contract and to maintain compliance with those applicable standards at all times.
- 8.9 **SEVERABILITY.** In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this Agreement as if never contained herein and the remainder of this Agreement shall remain enforceable.
- 8.10 **HEADINGS.** The Paragraph headings, articles, sections and captions contained in this Contract are solely for the convenience of the Parties and shall in no manner be construed as part of this Agreement.
- 8.11 **CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of Texas, without regard to Texas' choice of law provisions, and, in the event of litigation with respect to this Agreement or any of its terms, venue shall rest in Collin County, Texas.
- 8.12 **ENTIRE AGREEMENT.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding unless in writing signed by all Parties.
- 8.13 **AMENDMENT.** This Agreement may be amended in writing upon the agreement of both Parties so as to conform to the law or any changes in the law and/or regulations applicable to the terms of this Agreement. If the Coalition refuses to amend the

Agreement in accordance with this Section, such action shall be considered a breach of this Agreement and the Agreement may be terminated by ETMC EMS.

- 8.14 **NO WAIVER.** The failure of either party to insist at any time upon the strict observance of performance of any provision of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate party.
- 8.15 **NOTICE.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail (postage prepaid), return receipt requested or by overnight courier services (charges prepaid) and shall be deemed to have been duly given when delivered personally, when deposited in the United States mail or delivered to the overnight courier, addressed as follows:

If to ETMC EMS:

Ronald J. Schwartz, Vice President/COO  
East Texas Medical Center Emergency Medical Service  
P.O. Box 387  
Tyler, Texas 75710

If to Coalition:

Southeast Collin County EMS Coalition  
2000 N. Hwy 78  
Wylie, Texas 75098  
Attention: Fire Chief

or to such other persons or places as either Party may, from time to time, designate by written notice to the other.

- 8.16 **INDEPENDENT CONTRACTOR.** In performing this Contract, ETMC EMS is acting as an independent contractor with respect to the Coalition and neither ETMC EMS nor any ETMC EMS employees or agents shall be considered employees of the Coalition. It is agreed and acknowledged by the Parties that, as an independent contractor, ETMC EMS retains the right to contract with and provide EMS services to entities and individuals other than the Coalition, and nothing in this Agreement shall be interpreted as limiting or restricting in any way ETMC EMS's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto, and nothing herein shall authorize either Party to act as agent for, or bind, the other, except to the extent herein provided. Each Party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, workers' compensation and other taxes and benefits. Neither ETMC EMS nor ETMC EMS's employees or agents shall be subject to any Coalition policies solely

applicable to the Coalition's employees or be eligible for any employee benefit plan offered by the Coalition.

- 8.17 **FORCE MAJEURE.** Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from the acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, strikes or other work interruptions by either Party's employees, or any other similar cause beyond the reasonable control of either Party.
- 8.18 **ACCESS TO RECORDS.** As an independent contractor of the Coalition, ETMC EMS shall, in accordance with 42 U.S.C., §1395x (v)(I)(I) (Social Security Act §1861 (v)(I)(I) and 42 C.F.R., Part 420, Subpart D, §420.300, et seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Contract, upon proper written request, allow the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives access to this Agreement and to ETMC EMS's books, documents and records (as such terms are defined in 42 C.F.R., §420.301) necessary to verify the nature and extent of costs of Medicare reimbursable services provided under this Contract. In accordance with such laws and regulations, if Medicare or Medicaid reimbursable services provided by ETMC EMS under this Contract are carried out by the means of a subcontract with an organization related to ETMC EMS, and such related organization provides the services at a value or cost of ten thousand dollars and no cents (\$10,000.00) or more over a twelve (12) month period, then the subcontract between ETMC EMS and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. No attorney-client, accountant-client or other legal privilege shall be deemed to have been waived by ETMC EMS or the Coalition by virtue of this Contract.
- 8.19 **ENTIRE AGREEMENT; MODIFICATION.** This Contract contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Contract may not be amended or modified except by mutual written agreement.
- 8.20 **CHANGE IN LAW.** Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer the Affordable Care Act, Medicare, any other payer or any other federal, state or local government or agency passes, issues or promulgates any law, rules, regulation, standard or interpretation, or any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for services rendered under this Agreement, or which otherwise significantly affects either Party's rights or obligations hereunder, either Party may give the other notice of intent to amend this Agreement to the satisfaction of both Parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within ten (10) days after said notice was given, this Agreement shall terminate as of midnight on the tenth (10th) day after said notice was given.

- 8.21 CONSENTS, APPROVALS AND EXERCISE OF DISCRETION. Except as may be herein specifically provided to the contrary, whenever this Agreement requires any consent or approval to be given by either Party, or either Party must or may exercise discretion, the Parties agree that such consent or approval shall not be unreasonably withheld or delayed, and such discretion shall be reasonably exercised in good faith.
- 8.22 THIRD PARTIES. None of the provisions of this Agreement shall be for the benefit of third parties or enforceable by any third party. Except as provided above, any agreement to pay an amount and any assumption of a liability herein contained, expressed or implied, shall only be for the benefit of the Parties hereto and such agreement or assumption shall not inure to the benefit of any third party, including an obligee.
- 8.23 PARAMEDIC SKILL LEVELS. Effective October 1, 2014, ETMC EMS Paramedic skill levels/certifications will be as follows:
- a. Texas State EMT-P Certification;
  - b. International Trauma Life Support or equivalent;
  - c. Advanced Cardiac Life Support; and
  - d. Advanced-Pediatric Emergency Care or equivalent.
- 8.24 COUNTERPARTS. This Contract may be executed in multiple counterparts, and is effective on the last date of execution indicated below.
- 8.25 IMMUNITY. The Parties acknowledge and agree that, in executing and performing this Agreement, the Coalition and the Member Jurisdictions have not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it/them against claims arising in the exercise of governmental powers and functions.

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**City of Lavon, Texas**

\_\_\_\_\_  
Mayor Date  
Printed Name: \_\_\_\_\_

**East Texas Medical Center  
d/b/a East Texas Medical Center  
Emergency Medical Service**

\_\_\_\_\_  
Ronald J. Schwartz, V/P Date

**City of Parker, Texas**

\_\_\_\_\_  
Mayor Date  
Printed Name: \_\_\_\_\_

**Collin County, Texas**

\_\_\_\_\_  
Keith Self Date  
County Judge

**Town of St. Paul, Texas**

\_\_\_\_\_  
Mayor Date  
Printed Name: \_\_\_\_\_

**City of Wylie, Texas**

\_\_\_\_\_  
Mindy Manson, City Manager Date

Attest:

\_\_\_\_\_  
Carole Ehrlich, Wylie City Secretary

# EXHIBIT "A"

## Southeast Collin County EMS Coalition Exhibit A Subsidy Fees—FY2014-2015

Population			
City	Incorporated	Rural	Total
Lavon	3084	0	0
Wylie	38397	2632	41029
Parker	3528	45	3573
St. Paul	927	0	
<b>Total</b>	<b>45936</b>	<b>2677</b>	<b>44602</b>

Subsidy			
City	Population	Percent	Subsidy Allocation
Lavon	3,084	7%	\$ 13,366.36
Wylie	38,397	82%	\$ 166,416.37
Parker	3,528	8%	\$ 15,290.70
St. Paul	927	2%	\$ 4,017.71
Collin County	988	2%	\$ 4,282.09
<b>Total</b>	<b>46,924</b>	<b>100%</b>	<b>\$ 203,373.22</b>

	Annual	Monthly
Original Subsidy	\$ 187,373.22	\$ 15,614.44
Additional Amount for Two Back-up Ambulance Monitors	\$ 80,000.00	\$ 1,333.33



**EXHIBIT "B"**  
**(Conflict of Interest Questionnaire, Form CIQ)**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p>For vendor or other person doing business with local governmental entity</p>	<p><b>FORM CIQ</b></p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p align="center"><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p><b>4</b></p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity      Date</p>	

Adopted 06/29/2007