

EXHIBIT A

AMBULANCE SERVICES AGREEMENT

This **AMBULANCE SERVICES AGREEMENT** (this “Agreement”) is made and entered by and between the **CITY OF PRINCETON, TEXAS**, a home rule municipality and political subdivision of the State of Texas (the “City” or “Princeton” herein), and **AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.** (“AMR” herein) (each individually a “Party” and collectively the “Parties” hereto).

RECITALS

WHEREAS, in accordance with Chapter 791 of the Texas Government Code and Section 271.102 of the Texas Local Government Code, the City has entered into an interlocal agreement (the “Interlocal Agreement”) with the following political subdivisions and local governmental entities in the State of Texas: (1) Collin County, Texas, at large (the “County” herein); (2) the following municipalities: City of Blue Ridge, Texas; City of Farmersville, Texas; City of Josephine, Texas; City of Lowry Crossing, Texas; City of Melissa, Texas; City of Nevada, Texas; and City of Weston, Texas (collectively known as the “Northern and Eastern Coalition” herein); and (3) several voluntarily elected Municipal Utility Districts (“MUDs”) (the County, Northern and Eastern Coalition, and MUDs are collectively referred to as the “Participating Parties” herein);

WHEREAS, pursuant to the terms of the Interlocal Agreement, the City agreed to contract with a third-party vendor to make available emergency ambulance services to the City, County, Northern and Eastern Coalition, and MUDs (collectively the “Service Areas” herein);

WHEREAS, pursuant to the terms of the Interlocal Agreement, the County, Northern and Eastern Coalition, and MUDs agree to participate in the cooperative purchase of said emergency ambulance services and make payments to the City to reimburse the City for the respective portion of the total cost of the emergency ambulance services payable to the third-party vendor;

WHEREAS, consistent with the Interlocal Agreement, the City desires to engage the specialized and professional services of AMR to provide the 911 Emergency Services, as defined in this Agreement and further described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes, to the Service Areas (hereinafter referred to as the “Project”);

WHEREAS, AMR desires and is willing and able to undertake the Project and provide the 911 Emergency Services to the Service Areas in strict accordance with the terms and conditions of this Agreement and any and all applicable federal, state, and local laws, rules, regulations, ordinances, standards, and specifications;

WHEREAS, the City believes that entering into this Agreement is in the best interest of the City and will help preserve and protect the public health and safety, serve the general welfare, and advance the good governance of the City’s residents; and

WHEREAS, the City and AMR deem it to their mutual interest to enter into this Agreement and do hereby enter into this Agreement, which shall be in full force and effect on the Effective Date hereof.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals, the mutual benefits, promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

I. Relationship of the Parties

1.1 The Parties agree and acknowledge that, in the performance of the 911 Emergency Services hereunder, AMR shall be deemed an independent contractor and shall not, with respect to its acts, errors, or omissions, be deemed an agent, representative, or employee of the City.

1.2 The City hereby agrees to retain AMR to perform the 911 Emergency Services for the Project during the Term.

1.3 AMR hereby agrees to (1) perform such 911 Emergency Services for the Project during the Term in strict accordance with the terms and conditions of this Agreement and any and all applicable federal, state, and local laws, rules, regulations, ordinances, standards, and specifications; and (2) exercise the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

2.1 The Parties agree that AMR shall perform such emergency ambulance services as are set forth herein and further described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes (the “911 Emergency Services” herein). For each year during the Term of this Agreement, a purchase order covering the 911 Emergency Services for the corresponding year shall be issued by City. The Parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the City.

III. Schedule of Services

3.1 AMR agrees to commence its performance of the 911 Emergency Services immediately upon the Effective Date of this Agreement, or as otherwise directed in writing by the City, and to proceed diligently with said performance of the 911 Emergency Services during the Term of this Agreement, as further described in Section 15.10 of this Agreement and the Schedule attached hereto as **Exhibit B**, which is made a part of this Agreement for all purposes.

IV. Compensation and Method of Payment

4.1 The Parties agree that AMR shall be compensated for its performance of the 911 Emergency Services under this Agreement in the amount and manner described and set forth in the Payment Schedule, which is attached hereto as **Exhibit C** and made a part of this Agreement for all purposes.

4.2 Payment by the City to AMR for AMR’s provision of the 911 Emergency Services will be made in accordance with Chapter 2251 of the Texas Government Code.

4.3 A price re-determination may be considered by the City only at the anniversary date (November 1st of each year) of this Agreement. All requests for price re-determination shall (i) be in written form; (ii) be submitted on or before June 1st of each year; and (iii) include reasonable supporting documentation. Requests for price re-determination shall be based on the percentage increase for the

previous twelve (12) month period in the medical component of the Consumer Price Index (CPI) (calculated to the next 1/19th of (1.0%) of the South region for All Urban Consumers) as published by the United State Department of Labor. For purposes of this Agreement, the medical CPI shall not exceed an annual increase of five percent (5.0%). To receive consideration for a price re-determination, AMR must be in good standing, meet the minimum requirements of this Agreement, and be performing above the 85% of response times and to the City's satisfaction.

4.4 Each Party reserves the right to renegotiate the annual subsidy defined in **Exhibit C** in the event there are modifications to the Participating Parties.

4.5 Additionally, AMR shall be solely entitled to perform, and responsible for performing, billing of patients and third-party payers for the 911 Emergency Services provided hereunder. City shall not bill or permit any other party to bill patients or third-party payors, for EMS, including but not limited to transport, first response or dispatch services provided in connection with an Emergency Call.

4.6 AMR shall comply with all applicable laws governing billing and collection, including, but not limited to, laws, rules, standards, and regulations applicable to patients covered by Medicare, Medicaid, Tricare and other public or private reimbursement programs.

V. Performance Bond

5.1 Prior to the Effective Date of this Agreement, AMR shall furnish a performance bond in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) (the "**Performance Bond**"), which Performance Bond shall remain in full force and effect during the Term of this Agreement.

5.2 The Performance Bond shall be in a form satisfactory to the City and shall be furnished by an insurance company on the list of Acceptable Sureties by the United States Department of Treasury. AMR shall ensure that the City receives a copy of the Performance Bond required under this Agreement.

VI. Information Provided by the City

6.1 The City agrees to furnish to AMR, prior to AMR's commencement of the 911 Emergency Services hereunder, all information set forth and described in **Exhibit D**, which is attached hereto and incorporated herein for all purposes.

VII. Progress Meetings

7.1 AMR agrees to attend quarterly meetings with the City and other meetings as may be deemed necessary by the Parties, related to the 911 Emergency Services, the Project, or this Agreement. AMR shall, at such meetings, outline work accomplished and special problems encountered in connection with the Project during the previous report period, as well as planned work activities and special problems anticipated for the next report period.

VIII. Insurance

8.1 AMR shall satisfy all insurance requirements as set forth in **Exhibit E**, which is attached hereto and incorporated herein for all purposes.

IX. Indemnity

9.1 AMR HEREBY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY AND ALL DAMAGES, INJURIES (INCLUDING, WITHOUT LIMITATION, DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS, COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), AND EXPENSES ARISING OUT OF OR OCCASIONED BY AMR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY OTHER NEGLIGENT ACT, ERROR, OR OMISSION OF AMR, ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER PERSONS OR ENTITIES FOR WHOSE ACTS AMR IS LEGALLY LIABLE.

X. Assignment and Subletting

10.1 AMR agrees that neither this Agreement nor the 911 Emergency Services to be performed hereunder will be assigned or sublet without the prior written consent of the City. AMR further agrees that the assignment or subletting of any portion or feature of the 911 Emergency Services required in the performance of this Agreement shall not relieve AMR from its full obligations to the City as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

11.1 Subject to applicable law, AMR agrees that at any time during normal business hours, and as often as City may deem reasonably necessary, AMR shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of termination or expiration of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.2 AMR represents and warrants to the City that it has made full disclosure in writing of any and all (1) existing or potential conflicts of interest with the City; and (2) pending or threatened litigation affecting AMR's performance of the 911 Emergency Services hereunder prior to the Execution Date of this Agreement.

XII. Contract Termination

12.1 The Parties agree that each Party shall have the right to terminate this Agreement *without cause* and for whatever reason upon one hundred twenty (120) days written notice to the other Party (the "Termination Without Cause Notice"). Regardless of which Party initiates the termination without cause, AMR shall be entitled to compensation for any and all 911 Emergency Services actually and properly completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination without cause. This Agreement may be terminated at any time by mutual agreement of the Parties, as evidenced by a written and signed termination agreement.

12.2 The Parties agree that the City shall have the right to terminate this Agreement *for good cause* in the event of material breach by AMR of this Agreement (a “Material Breach” herein), which Material Breach shall include, without limitation:

12.2.1 Failure by AMR to provide 911 Emergency Services consistent with the prevailing standards of care in the ambulance industry, such that the continued delivery of such 911 Emergency Services would pose a serious and imminent threat to the health and safety to the residents of the Service Areas;

12.2.2 Failure by AMR to provide the data and reports as required by Section 15 in Exhibit A within ten (10) days of written notice by the City; or

12.2.3 Failure by AMR to comply with any term or provision of this Agreement.

12.3 As a condition precedent to termination for good cause by the City, the City shall provide AMR with no less than thirty (30) days’ advance written notice citing, with specificity, the basis for the Material Breach (the “Breach Notice”). In the event AMR has cured the Material Breach within such thirty (30) day period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event the City in its sole discretion deems AMR to remain in Material Breach as of the end of the notice period specified in the Breach Notice, Agency shall provide AMR with a notice of termination (the “Termination For Good Cause Notice”), which Termination For Good Cause Notice shall set forth the specific reason(s) the City believes that AMR remains in Material Breach and the effective date of termination for good cause, which shall be no less than thirty (30) days from the date of the Termination For Good Cause Notice.

XIII. Entire Agreement

13.1 This Agreement (including the exhibits hereto labeled “A” through “E”) constitute the entire agreement by and between the Parties regarding the subject matter hereof and supersedes all prior written or oral understandings or agreements.

13.2 This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument, signed by the City and AMR.

13.3 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon AMR by law with respect to AMR’s duties, obligations, and performance hereunder. AMR’s liability hereunder shall survive the City’s final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including, without limitation, this paragraph, shall survive the final completion of the 911 Emergency Services or earlier termination of this Agreement. AMR acknowledges that the City is relying upon AMR’s professional skill and experience in performing the 911 Emergency Services pursuant to this Agreement.

13.4 The Parties agree that the following documents shall be incorporated into this Agreement as the contract documents: (1) this Agreement (including the exhibits hereto labeled “A” through “E”); (2) Attachment A, Collin County issued RFP No. 2018-139 Emergency Medical, Ambulance Service on February 6, 2018; (3) Attachment B, AMR response to RFP No. 2018-139 Emergency Medical, Ambulance Service on March 15, 2018; and (4) Attachment C, AMR’s Best and Final offer dated June 29, 2018 (collectively the “Contract Documents”).

13.5 In the event of a conflict among the Contract Documents, the order of precedence shall be as follows: (1) this Agreement and attached exhibits; (2) Attachment C, AMR's Best and Final offer dated June 29, 2018; (3) Attachment B, AMR response to RFP No. 2018-139 Emergency Medical, Ambulance Service; and (4) Attachment A, Collin County issued RFP No. 2018-139 Emergency Medical, Ambulance Service on February 6, 2018.

XIV. Notices

14.1 All notices that a Party is required or may desire to give the other Parties under or in connection with this Agreement shall be deemed sufficient if given by addressing the same to the other Parties at the addresses provided below or at such other place as may be designated in writing by the like notice. All notices shall be deemed delivered when addressed as required herein and deposited in the United States mail, first class postage prepaid, certified mail, return receipt requested.

14.2 If to the City, to the following address:

City of Princeton
Attn: City Manager
2000 E Princeton Dr.
Princeton, TX 75407

With a mandatory copy to:

Boyle & Lowry, LLP
ATTN: L. Stanton Lowry
4201 Wingren Drive
Suite 108
Irving, TX 75062

14.3 If to AMR, to the following address:

Collin County Regional Director
American Medical Response Ambulance Service, Inc.
4905 New York Ave Suite 151
Arlington, TX 76018

With a mandatory copy to:

Legal Department
American Medical Response, Inc.
4400 State Highway 121
7th Floor
Lewisville, TX 75056

XV. Miscellaneous

15.1 Findings Incorporated. The foregoing recitals are hereby incorporated into the body of this Agreement in their entirety and shall be considered part of the mutual agreements, covenants, benefits, rights, duties, obligations, and promises that bind the Parties hereto.

15.2 Paragraph Headings. The paragraph headings contained herein are inserted for convenience of reference purposes only and are not intended to define or limit the scope of any provision in this Agreement.

15.3 Drafting Provisions. This Agreement shall be deemed to have been drafted equally by the Parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning and any presumption or principle that the language herein is to be construed against any Party shall not apply.

15.4 Governing Law; Venue. The Parties agree that (1) the laws of the State of Texas shall govern this Agreement; (2) this Agreement is performable in Collin County, Texas; and (3) exclusive venue for any litigation related to this Agreement shall be in state court in Collin County, Texas.

15.5 Parties Bound. The City and AMR, same to include their respective partners, successors, subcontractors, executors, legal representatives, and administrators, are hereby bound to the terms and conditions of this Agreement.

15.6 Severability. In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, the Parties hereto agree that term, condition, or provision shall be deleted from this Agreement and the remainder of the Agreement shall remain in full force and effect.

15.7 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

15.8 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15.9 Effective Date. This Agreement shall become effective on November 1, 2023, regardless of when this Agreement is executed by the Parties (the "Effective Date").

15.10 Term of Agreement. The term of this Agreement shall conform to the Schedule, as stipulated in **Exhibit B** attached hereto and incorporated herein for all purposes (the "Term" herein). The Term may be extended for additional three-year (3) periods by written agreement between the Parties.

15.11 Laws and Regulations. AMR shall at all times during the Term of this Agreement observe and comply with any and all applicable federal, state, and local laws, rules, regulations, ordinances, standards, and specifications, as amended, that affect this Agreement and the work hereunder. No plea of misunderstanding or ignorance thereof shall be considered. AMR agrees to defend, indemnify, and hold harmless City, same to include all of its officers, agents, representatives, attorneys, consultants, and employees, from and against any and all claims or liability arising out of the violation of any such law, rule, regulation, ordinance, standard, or specification, whether it be by AMR or any of its officers, employees, agents, representatives, or consultants.

15.12 Binding Authority. The individuals executing this Agreement represent and warrant that they possess the requisite authority to do so on behalf of the entities set forth below.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR LAST SIGNED BELOW (the “Execution Date”).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; EXECUTION PAGES AND EXHIBITS IMMEDIATELY TO FOLLOW.]

CITY
City of Princeton, Texas

By: _____

Name: _____

Title: _____

Date Signed: _____

Attest: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned notary public, on this day personally appeared _____, the _____ of the **City of Princeton, Texas**, and acknowledged to me that he/she executed the foregoing instrument on behalf of said City for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public in and for the State of _____

[NOTARY SEAL]

AMR
American Medical Response Ambulance Service, Inc.

By: _____

Name: _____

Title: _____

Date Signed: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

BEFORE ME, the undersigned notary public, on this day personally appeared _____, a _____ at American Medical Response Ambulance Service, Inc., known to me or proven to me by presentation of a valid driver's license to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same on behalf of **American Medical Response Ambulance Service, Inc.** for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public in and for the State of _____

[NOTARY SEAL]

EXHIBIT "A"

SCOPE OF SERVICES

Collin County has the statutory and constitutional duty and responsibility to provide 911 Emergency Services to the unincorporated areas of Collin County (Collin Collin Fire District). In addition, Collin County has created the Northern and Eastern Coalitions. The City of Princeton, Texas, as the contract administrator, has entered into Interlocal Agreements with the following cities and the unincorporated areas of Collin County to provide services to the incorporated areas in the following fire districts: Blue Ridge (BLFD), Farmersville (FVFD), Josephine (JOFD), Lowry Crossing (LCFD), Melissa (MSFD), Nevada (NVFD), Westminster (WMFD), and Weston (WEFD). This Agreement, under the coalition, is also responsible for all of the unincorporated areas in the above fire districts and the Royse City Fire District (RSFD) and . Please note the City of Lavon is included in the Nevada Fire District (NVFD), but the City of Lavon is not currently in the Northern or Eastern Coalition.

1. GENERAL DUTIES

1.1 AMR shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.

1.2 AMR shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to AMR by the City.

1.3 AMR will be responsible for supplying vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Collin County Emergency Services / E-911 Division.

1.4 All vehicles shall be equipped with a compatible transponder to be tracked by AMR dispatch. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs.

1.5 AMR shall furnish all manpower and supervision for the operation of a centralized dispatch center. AMR shall provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.

1.6 AMR shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. AMR shall provide copies of all licenses to the EMS Coordinator.

1.7 AMR shall accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

1.8 AMR shall make emergency services (as defined by NFPA standards) available to all persons within the service area defined in the Contract.

1.9 AMR shall provide a standby ambulance and emergency medical personnel for standby upon request of the Coalition EMS Coordinator, City Sheriff, Fire Chief's or Chiefs of Police of any municipality, at no additional charge to the City, when there is reason to believe a life threatening public emergency presently exists or is imminent in the City or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents.

1.10 Subject to AMR's reasonable policies and procedures regarding same, AMR shall permit observers from the public safety departments of the City. AMR's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes, HIPPA training, and the like.

1.11 AMR shall comply with all the City/County Emergency Operations Plans, or successor plans adopted and approved by the Collin County whenever the provisions of such plan or plans are in effect. AMR will participate in the Collin County Local Emergency Planning Committee.

1.12 AMR further agrees to participate in required community disaster drills, as directed by Collin County and within AMR's resources and guidelines for such activities.

1.13 AMR may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

1.14 AMR will maintain a minimum of four (4) full time (24 hours/7 days a week) MICU level ambulances and one (1) 12-hour MICU level ambulance. Deployment may change based on demand. Changes in deployment will be reviewed and approved by the Fire Chief. Each MICU level ambulance shall be staffed at a minimum with one (1) AMR paramedic per unit and one (1) AMR EMT per unit. Staffing shall be DSHS compliant. AMR shall provide one (1) full time operations manager and supervisors available for the remaining hours, to service calls for the City 24 hours per day.

1.15 AMR will provide a response time per Exhibit "A1"

1.16 AMR will be permitted to charge for event medical services and standbys other than those described in 1.9 above.

2.0 TRANSPORT

2.1 AMR shall provide emergency medical treatment and transportation from the scene to the closest appropriate health facility, pursuant to established protocol, based upon the chief

complaint/illness/injury. AMR will utilize North Central Texas Trauma Regional Advisory Council (NCTTRAC) guidelines for appropriate destination determination. Patients have the right to request transport to a particular facility within the City; however it is the responsibility of AMR's staff to communicate to the patient if their requested destination is not the closest, most appropriate facility to treat their condition. In addition, the selected Offeror will transport Sheriff's Office and local area Police Department (PD), Fire/Rescue, and personnel who are injured in the line of duty at no additional charge.

3.0 COMMUNICATIONS EQUIPMENT

3.1 AMR shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by the City and participating cities.

3.2 The City currently operates a Motorola SmartNet 800 Mhz analog radio system. The City intends to install a Phase II Astro 25 Motorola Radio System (700 Mhz). All radio used on the City new radio system are required to be Phase II (TDMA). Programming for the radios will only be approved through City authorized programmers. AMR and Collin County will mutually agree on radio protocols.

3.3 Any vehicle that responds to a call in Collin County shall have the ability to communicate directly with coalition agencies.

4.0 NOTIFICATION

4.1 The EMS Coordinator shall be notified immediately whenever the following occurs: mass casualty incidents; or motor vehicle accident involving an AMR operated ambulance.

4.2 The EMS Coordinator shall be notified within seventy-two (72) hours, whenever the following occurs:

4.2.1 The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;

4.2.2 The separation/termination or the employee status change of any of AMR's employees involved in the delivery of services related to the contract; and

4.2.3 A change in AMR's management or supervisory structure.

5.0 AVAILABLE AMBULANCES

5.1 AMR shall provide the number of ambulances stated in section 1.14.

5.2 When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance shall be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service. AMR will ensure that a sufficient number of back-up ambulances are readily available to keep all scheduled front line units available for calls.

6.0 RESPONSE TIME

6.1 As used herein, the term emergency request shall include any response by AMR under the contract on an emergency service request received by AMR from Collin County Dispatch or a call received directly from the public within the service area.

6.2 Response to emergency requests shall be determined the moment AMR's ambulance is notified of the emergency service request. AMR has a duty to immediately notify Collin County Dispatch of the current location that AMR is located when service request is received.

6.3 If, in each monthly period, AMR fails to respond to emergency requests in accordance with the times stated in section 14, it shall be assessed penalties set forth in this Agreement. Reports shall be submitted monthly, unless otherwise available electronically.

6.4 Response time shall end the moment the responding unit arrives upon the scene.

6.5 For purposes of determining AMR's compliance with the response time standards as set forth in this RFP, and for calculating assessments, every emergency request for ambulance service shall be counted except as follows:

6.5.1 Requests during a disaster, locally or in a neighboring jurisdiction that an AMR's ambulance is dispatched too.

6.5.2 An inclement weather condition exists.

6.5.3 The response for an emergency request may also be excluded when the EMS Coordinator agrees there is other good cause for an exception (i.e. hospital wall time).

7.0 AMBULANCE SPECIFICATIONS

7.1 All ambulances used for emergency patient transportation shall be in good working condition, physical appearance, operational and mechanical for the patients and crew members. This shall remain in effect unless otherwise approved in writing by the City and the EMS Coordinator.

7.2 Each ambulance used in the emergency transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901.

7.3 Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

7.4 Each ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license number. AMR shall also display Collin County logo in accordance with logo guidelines as approved by the Fire Chief of designee.

7.5 Any ambulance used by AMR for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

7.6 Effective November 1, 2023, all ambulances shall meet the requirements of this section.

8.0 PERSONNEL

8.1 AMR shall attempt to employ EMTs, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ Paramedics and EMTs with experience, knowledge and history of the Collin County area should be considered first. This is critical for the working relationship with all volunteer fire and rescue departments and City citizens of the familiar faces in the community.

8.2 The Parties understand that the EMS System requires professional and courteous conduct at all times from AMR's field personnel, middle management, and top executives. AMR shall employ highly trained paramedics, EMTs, and support staff to provide patient care and to operate AMR's vehicles and equipment.

8.3 Each EMT and paramedic shall be physically capable of performing the tasks assigned by AMR, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. Any of AMR's employees who operate under the contract shall conform to AMR's dress code which shall conform to DSHS guidelines (on shirt or uniform, polo shirt or uniform shirt).

8.4 The Parties understand that training and educational requirements change from time to time for EMTs and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. The cost of such training or education shall be the sole responsibility of AMR. The Parties acknowledge that joint training with the Princeton Fire Department and/or other coalition agencies may be required from time to

time; as such, AMR hereby agrees to participate in such training. The cost of this training will be agreed upon by the agencies.

8.5 AMR shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than thirty-six (36) consecutive hours followed by a minimum of twelve (12) hours off-duty. AMR shall provide working conditions that assist in attracting and retaining highly qualified personnel.

8.6 AMR shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.

8.7 AMR shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. AMR shall have in place a third-party independent testing program for random drug screening of all personnel providing response under the contract. Further, AMR will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

8.8 AMR shall have a Standard Operations Manual (SOP) that describes how complaints regarding level of care, response or employee action or inaction are handled. This SOP will be given to the EMS coordinator at beginning of contract.

8.9 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the EMS Coordinator shall be answered within forty-eight (48) hours to include actions taken, including disciplinary action and other corrective measures.

8.10 It shall be of the utmost importance that employees of AMR strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.

8.11 AMR shall provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract. The City is to be provided with reports on driver performance as requested by the EMS Coordinator.

8.12 All Contract personnel shall be trained and receive certification as current level NIMS (National Incident Management System) compliant.

8.13 AMR will have staff available and a toll-free phone number, capable of discussing and resolving billing questions.

9.0 QUALITY IMPROVEMENT & MITIGATION PROGRAMS

9.1 AMR shall develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the EMS Coordinator prior to commencement of the contract. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

10.0 FIRST RESPONDERS

10.1 The fire departments within the Service Areas have, on a limited basis, first responder programs in place. AMR shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation. AMR shall provide an exchange of disposable medical supplies used by the fire departments at no charge. These items include: medical supplies, pharmaceuticals within provider formulary (no controlled substances), and oxygen.

10.2 The first certified registered responding agency on the scene shall have primary responsibility for patient care until such time as care is turned over to AMR. The highest-ranking fire department officer on the scene shall have scene control as Incident Commander.

10.3 As consideration for the City availability and readiness fee, AMR shall be responsible for providing first responder education. Monthly continuing education (CE) credits shall be offered monthly, at times that are convenient (i.e. evenings/weekends) to the first responders. The CE credits should be offered multiple times during a monthly period and at different locations.

11.0 PERFORMANCE BASED CONTRACT

11.1 This is a performance-based contract. Penalties will be assessed for failures to achieve minimum standards set forth in the contract. AMR shall provide the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. Specifically:

11.1.1 Subject to any permitted exceptions, Ambulance response times shall meet the response requirements set forth in Exhibit "A1".

- 11.1.2 AMR will be responsible for dispatch of ambulances under this contract.
- 11.1.3 Every ambulance unit shall at all times be equipped and staffed to operate at the paramedic level, on all calls received under the contract. Unless otherwise approved by the Fire Chief or his designee.
- 11.1.4 Clinical performance shall be consistent with approved medical standards and guidelines set forth by the State of Texas and the Medical Director.
- 11.1.5 The conduct of personnel shall be professional and courteous at all times.
- 11.1.6 There shall be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.
- 11.1.7 Clinical and response time performance shall be reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action as set out in section 14.

12.0 USE OWN EXPERTISE AND JUDGEMENT

12.1 AMR is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By “methods”, the City means compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise each AMR’s own strategies and tactics for getting the job done.

12.2 The City hopes to promote innovation, efficiency, and superior levels of high performance.

13.0 PERFORMANCE REVIEW

13.1 The Coalition EMS Coordinator shall conduct a monthly evaluation of the performance of AMR for the first six (6) months of contract and quarterly thereafter utilizing criteria the City determines to be relevant. In addition, the City may conduct intermittent evaluations at such times specified by the City. This will include but not be limited to issues of mere compliance with the terms of the contract.

13.2 AMR's performance should meet or exceed the minimum requirements of the contract.

14.0 RESPONSE DAMAGES

14.1 In each monthly period (beginning on the first day of each month), not less than one hundred percent (100%) of AMR's response to emergency requests shall be performed as set forth in this agreement.

14.2 Failure of AMR to meet monthly response time requirements may result in an assessment of fees (collected quarterly) based on the following:

14.2.1 Response time is determined per Exhibit "A1"

14.2.2 The table below shows deduction/assessment of fees per monthly period (deduction/penalties are cumulative):

- 85-100% MICU responses – No assessment
- 80-84% MICU responses - \$1,000 assessment per call resulting in compliance of 84% or less.
- 79% or less MICU responses - \$2,000 assessment per call per call resulting in compliance of 79% or less, plus AMR will be put on probation for a period of three (3) months

14.2.3 AMR will provide the response time report, including exceptions, to the EMS Coordinator by close of business on the fifteenth (15th) day of the following month. EMS Coordinator will review and respond by close of business of the 21st day with the final determination of exceptions. If AMR does not meet the 85% response time or greater in the monthly period for a period of two (2) months, AMR may be placed on probation. The City will notify AMR by the end of the following month when/if they are placed on probation.

14.2.4 If AMR is put on probation, AMR will be required to submit a written plan to the EMS Coordinator within ten (10) days of being notified of Probation. This plan will detail how AMR intends remove itself from probation. In order to be removed from Probation, AMR will need to achieve 85% or better for the next three (3) months. If AMR does not meet the criteria to be removed from probation within three (3) months, the City reserves the right to immediately terminate the contract.

14.2.5. Response damages shall be owed within thirty (30) days after receipt of an invoice. Prior to the payment date of the invoice, AMR shall have the right to appeal the issuance of response damages by submitting its documentation to the

Fire Chief. The Fire Chief will then have thirty (30) days to rule on the appeal. If the Fire Chief denies the appeal, then AMR may appeal to the deputy mayor for final consideration.

15.0 REPORTING

15.1 At a minimum AMR will provide the following reports.

15.1.1 Each month a response time exception report will be submitted to the City EMS coordinator by close of business on the 10th of each following month.

15.1.2 Driver performance reports will be provided as requested.

15.1.3 Monthly performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.)

15.1.4 The EMS Coordinator shall be given access to create reports as needed.

15.2.4 Reports not disputed within thirty (30) days will be considered accepted and final.

16.0 MUTUAL AID

16.1 AMR shall negotiate and utilize mutual aid agreements with neighboring providers, and may utilize services furnished by such neighboring providers toward fulfillment of the requirements under this agreement, provided the following conditions are met:

16.1.1 Mutual aid agreements with the neighboring provider must be reciprocal and fair to both jurisdictions;

16.1.2 Services rendered by the neighboring provider must be substantially medically equivalent to the level of care required of AMR under this Agreement, and must be approved as "substantially medically equivalent" by the Fire Chief or designee; however, on-board equipment requirements, training requirements and medical protocols of the neighboring provider need not be identical to those employed by AMR under this procurement;

16.1.3 The neighboring provider and its personnel must be willing to cooperate with and participate in any medical audit requested by the EMS Coordinator involving ambulance runs with which the neighboring provider was medically involved;

16.1.4 Provision must be made to allow for direct radio contact between the neighboring provider's ambulances and this system's Dispatch Center, to effect reliable coordination, and to allow accurate documentation of response times; where digital data transmission is normally used to record unit arrival times, voice

notification by the approved mutual aid provider shall be sufficient for documentation purposes; and

16.1.5 While provisions for compensation between the neighboring providers are not required, should any compensation to the neighboring provider be agreed to, it shall be entirely the responsibility of AMR to make such compensation payments to the neighboring provider.

16.2 Transfer of patients by Emergency air ambulance shall be covered by mutual-aid agreements. Additionally, any transfer of patients by an approved air ambulance service from the service area under emergency conditions shall constitute an exemption from the transfer rights granted in this contract.

16.3 Additionally, other specialized emergency medical services, i.e., neo-natal and related emergency-level services shall also be exempt. Determination of exempt status shall be subject to the EMS Advisory Board review and approval by Collin County if a dispute or conflict in interpretation arises.

16.4 AMR shall provide the Coalition Coordinator with copies of any and all mutual aid agreements entered into with regard to the service area so as to be included in the City's and Collin County's Emergency Operations Plan.

17.0 MEDICAL CONTROL

17.1 AMR shall ensure the continuous and reliable availability of qualified physician medical control contact with the field paramedics. It is the responsibility of AMR to ensure rapid and reliable access to emergency physicians who are fully knowledgeable of the local paramedic personnel, local medical protocols, local on-board equipment and supplies, local patient assessment procedures, local communications procedures, and local medical audit processes. Any deficiency in this regard shall be reported to EMS Coordinator immediately.

17.2 The designated Medical Director may serve as AMR's "Medical Director" for purposes of state requirements for paramedic provider organizations, and for purposes of authorized purchasing of controlled drugs and other controlled supplies, as well as for issuing and signing such written standing orders as may be reviewed from time to time and approved, if appropriate, by the EMS Advisory Board. Any cancellation in medical control shall render contract void.

17.3 As consideration for the City payment to AMR, AMR shall provide Medical Control to First Responder Organizations, if requested by the First Responder Organization. The First Responder Organization and AMR shall enter into a separate agreement outlining the Medical Control.

17.4 To protect AMR from possible financial loss as a result of such abuse, the following provisions are made:

17.4.1 AMR may, at AMR's option, identify by name, specific individuals that AMR has found are chronic abusers of the service system. AMR shall document such abuse, and if the Medical Director agrees that a named individual is a chronic abuser, AMR may refuse to render non-emergency transfer service unless the individual can present an original signed statement from a licensed physician that such transfer service is medically necessary to protect that individual's health and safety. AMR shall, however, and if requested by the individual, attempt to secure such prior physician authorization initially by telephone, and then obtaining the written authorization upon delivery of the patient.

17.4.2 In the case of such named and confirmed chronic abusers whose attempts to abuse the system include claiming the need for emergency ambulance service falsely, AMR may, at AMR's own discretion, and only after dispatching an ambulance to the scene, refuse to transport the patient without prior physician authorization, if AMR has determined that no such emergency condition exists. However, the responsibility and liability for making such a decision shall rest entirely with AMR.

17.4.3 AMR may include a provision in its prepaid subscriber agreement that specifically limits subscriber services to just medically necessary ambulance transportation services, if transportation by a taxi service, or transportation by private car would, in the opinion of the subscriber's personal physician, be medically inappropriate. Furthermore, the subscriber contract shall provide for refund of all or a prorata portion of the subscription payment, and cancellation of the subscription contract, in the event the subscriber is found to abuse the ambulance transportation, emergency or non-emergency, when other less costly forms of transportation could be appropriately utilized. Provided, however, that such cancellation decision shall be subject to a finding by the Medical Director that the subscriber has, in fact, chronically abused the ambulance service system.

17.4.4 City of Princeton and the entities covered under this agreement shall assist AMR in gaining cooperation from local law enforcement agencies to establish standardized procedures for requesting emergency ambulance services at the scene of auto accidents and other incidents. Such standard procedures, with the cooperation of local law enforcement agencies, have been found to be effective in reducing frequency of unnecessary ambulance requests, such as situations in which an ambulance is requested to respond to an auto accident even before the law enforcement agency has determined that personal injuries are present. In consideration of such cooperation by law enforcement agencies, and consideration of first responder services furnished by fire departments,

17.4.5 AMR shall cooperate fully in furnishing emergency standby coverage, as requested by law enforcement agencies and fire departments, during events where firefighters or law enforcement personnel may be subject to injury. Such standby coverage may be furnished utilizing already on-duty ambulance units,

and shall be furnished without additional compensation to AMR.

EXHIBIT "A1"

Response Times

The following response times must be met with an 85% compliance rate. Response times are established and agreed to by the PROVIDER and CITY:

In the Cities where the ambulance is primarily stationed:

- 1)Life Threatening Emergencies 9:59
- 2)Potentially Life Threatening Emergencies 11:59
- 3)Non-Life Threatening Emergencies 14:59

In the COUNTY territory outside of the primary duty station and other city members of this contract within 12 road miles from the nearest primary duty station:

- 1)Life Threatening Emergencies 12:59
- 2)Potentially Life Threatening Emergencies 13:59
- 3)Non-Life Threatening Emergencies 14:59

In the COUNTY territory outside of the primary duty station and other city members of this contract more than 12 road miles from the nearest primary duty station:

- 1)Life Threatening Emergencies 12:59
- 2)Potentially Life Threatening Emergencies 13:59
- 3)Non-Life Threatening Emergencies 19:59

The parties agree that PROVIDER shall be in compliance with the above response times if the average of the three response zones are shown to be at 85% or greater per month.

EXHIBIT “B”

SCHEDULE

The term of this Agreement will be five (5) years beginning at 12:00 a.m., midnight November 1, 2023. This Agreement will terminate at 11:59 p.m. October 31, 2028, unless extended in accordance with the terms of this Agreement.

EXHIBIT “C”

PAYMENT SCHEDULE

The very real challenges of workforce shortages, wage compression, overall operating costs, excessive hospital wall-time bed delays in receiving patients, and continued insufficient insurance reimbursement for services provided, continue to strain and fracture the foundation of the EMS system. As a result, the fee for service model alone is insufficient to financially support operations. As such, the Parties view it as essential to add an annual fee payable to AMR to ensure the financial sustainability of the EMS system. The Coalition will pay an annual amount of \$874,999.92, subject to any annual increases. AMR will invoice the City on a monthly basis in the amount of \$72,916.66 each month. Invoices will be dated the first of each month.

EXHIBIT “D”

INFORMATION TO BE PROVIDED BY THE CITY

The City will make available to AMR any and all material information, data, etc. as it may have in its possession relating to the Project described herein.

EXHIBIT “E”

INSURANCE REQUIREMENTS

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers’ Liability.

Employers’ Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

1.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

1.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers’ Compensation.

1.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

1.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days' notice prior to cancellation, non-renewal or termination of the policy.

1.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

1.3 All insurance shall be purchased from an insurance company that meets the following requirements:

1.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

1.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

1.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

1.4.2 Sets forth the notice of cancellation or termination to Collin County.