

**AGREEMENT FOR
AMBULANCE AND EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES (the "Agreement") is made on this 17th day of January, 2018 (the "Effective Date") by and between the PALO PINTO COUNTY EMERGENCY SERVICES DISTRICT #1, a political subdivision and body politic (hereinafter "the District"), and SACRED CROSS EMS, INC., a Texas corporation with its principal offices in Denton, Texas (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the District, in responding to a desire to provide EMS and Ambulance service within the District; and

WHEREAS, the District would consider such service as a County-wide Public Health Concern; and

WHEREAS, the District, in order to provide paid, professional, full-time ambulance and emergency medical services to those persons situated within the geographic boundaries of the District, seeks to contract for ambulance and EMS services within the geographic boundaries of the District; and

WHEREAS, the District desires to contract for an exclusive, conclusive and inclusionary solution to the District's need for an all-encompassing, multi-unit EMS and ambulance service; and

WHEREAS, the District desires to contract for these services on a 3-year basis with up to three (3) annual automatic renewals immediately following; and

WHEREAS, the Contractor has agreed to provide such ambulance and EMS services subject to the provisions set forth hereinafter,

NOW, THEREFORE, for and in consideration of the mutual covenants and premises contained herein, the District and the Contractor hereby enter into this Agreement.

I.

DEFINITIONS

1.1 - Terms and Definitions

As used in this Agreement the following terms shall have the meaning set forth below:

Terms defined by Texas Health and Safety Code, Chapters 773 and 775: All terms used in this Agreement which are defined by Chapters 773 and 775 of the Texas Health and Safety Code shall have the meaning provided by that chapter, unless otherwise indicated herein.

"The District" shall generally mean the Palo Pinto County Emergency Services District #1.

"County" is defined as the Palo Pinto County, Texas, a municipal corporation in the State of Texas.

"MICU Capable" means an ambulance that is fully equipped to be a MICU but is staffed with either EMT-B or EMT-I personnel and not an EMT-P.

"Notice" shall mean written notification to the Parties provided in accordance with Section 9.09. This time shall be understood to be three business days (72) hours, excluding weekends.

"Medically necessary" shall have the meaning assigned to such term in applicable Medicare regulations and guidelines.

"County Dispatch" shall generally mean the District's Communications Center (Palo Pinto County Sheriff's Office, aka "County Dispatch").

"CrossComm" shall mean the Contractor's Communication Center (i.e., "Sacred Cross EMS Dispatch").

"Time call received" shall mean the moment that the District Communications Center accepts a 911 call notification, acquires a call-back number, identifies a patient location, and the nature of the event (i.e., "Received")

"Response time" shall mean the total elapsed time between the moment the District Communications Center (Palo Pinto County Sheriff's Office, aka "County Dispatch") personnel have alerted, (i.e., "Dispatched") via two-way radio, and/or pager tone(s), and the moment the Contractor's responding unit arrives upon the scene of the emergency incident (i.e., "On Scene Time").

"En Route time" shall mean the moment that the 911 ambulance unit acknowledges to Dispatch via two-way radio that they have begun to move towards the location of the 911 call for service (i.e., "Responding" time).

"On Scene time" shall mean the moment at which the 911 ambulance has arrived at the location given by the Dispatch (i.e., "On Location" time).

"Transporting to Emergency Center" shall generally mean the moment in which the 911 ambulance has begun movement of the patient in an ambulance to a designated Emergency Care Center or Emergency Room or other facility (i.e., "Transporting" time, or "En Route to [name of facility]").

"Transfer Services" shall mean any transport that was not initiated through a 911 call (i.e., "facility transport", "inter-facility transfer", "non-emergent transport").

II.

SCOPE OF SERVICES

2.01 - In General

The Contractor agrees to provide prompt, effective and professional EMS services within the jurisdictional boundaries of the District. The Contractor further agrees that EMS services shall include the provision of all medically necessary emergency treatment, transport, and transfers of patients: (a) from scenes or locations where injury or illness has or could have occurred, or (b) from hospitals or healthcare facilities located in the Service Area to hospitals or healthcare facilities in other counties.

The Contractor shall perform the following general services to the best of its ability:

- A. Provide MICU or MICU capable services;

- B. Provide three (3) ambulances, and other emergency medical service vehicles in the district as required herein, and maintain those vehicles and their equipment in good working order;
- C. Provide a sufficient number of emergency medical services personnel as required herein, each of whom shall hold proper and current Texas EMS provider certificates and/or licenses, and driver's licenses necessary to perform their assigned duties;
- D. Maintain proper communications between County Dispatch office and the designated 911 ambulance units;
- E. Transport patients with emergency medical conditions or in apparent emergency need for ambulance transportation to hospital emergency rooms regardless of the patient's ability to pay. Financial arrangements for transportation to other than hospital emergency rooms may be required by the Contractor, but the Contractor agrees that it may not refuse to provide 911 emergency medical services, including but not limited to ambulance transport, for indigent or uninsured persons;
- F. Submit to the District an annual statement detailing the Contractor's financial viability;
- G. Comply with each and every provision of the Agreement;
- H. Attempt to deal courteously and effectively with the public, and sufficiently oversee and discipline those employees and agents of Contractor who do not;
- I. Negotiate mutual aid agreements with neighboring EMS providers sufficient to address increased demand for services due to a catastrophic event, providing notice of such agreements to the District;
- J. Promote public relations by providing information concerning the services provided by the Contractor;
- K. Ensure professional conduct and appearance of all office and field personnel;
- L. Contractor will use reasonable efforts to encourage and promote first responder organizations participation and provide continuing education to include the fire departments operating within the District;
- M. Maintain good working relationships with state and area law enforcement agencies;
- N. Maintain effective billing and collections.
- O. Contractor shall appoint and maintain a relationship with a licensed physician as its medical

director. This relationship shall include clinical oversight, on-line, as well as off-line medical direction, Quality Assurance, Quality Improvement, and chart review.

- P. Contractor shall maintain all necessary license(s) from the Texas Department of State Health Services, for the level of services contained herein. A copy of The Contractors organizational licensure shall be made available to the District upon request.
- Q. Contractor shall designate and maintain a designated Infection Control Officer.

2.02 - Specific Services

The Contractor shall perform the following specific services during the term of this Agreement:

- A. The Contractor shall provide ambulance and EMS emergency services for all designated locations within the District on a twenty-four (24) hours a day, seven (7) days a week basis. The Contractor shall maintain three (3) ambulances with necessary equipment and on duty qualified personnel to meet the response time standards set forth in this agreement. If the ambulance(s) usually located by the Contractor in the District is performing duties related to an incident, or conducting official business on an EMS incident, and hereby are unavailable to respond to an additional call for service, the Contractor will rely upon units from its available units located in nearby Stephens County, Texas, as well as units performing nonemergent transfer business nearby, and/or mutual aid agreements with other EMS providers to assist in the handling of those additional calls without being in violation of this section or any other section of this agreement.
- B. The Contractor shall staff the ambulance as MICU/MICU capable units. At all times and in all cases, each ambulance must be staffed in accordance with the applicable State laws, rules, and regulations appropriate for such ambulance. Notwithstanding the foregoing, the Contractor shall staff ambulances with two qualified emergency medical technicians for all responses. In addition, each ambulance must contain or exceed the equipment and licenses specified under the Texas Department of Health Services rules, applicable State law(s), rules, and regulations for an ambulance.
- C. Equipment and emergency medical services personnel shall be located at a point(s) within the District service area where the emergency medical services personnel will meet the best possible response time, and the Contractor will be able to provide the best service to the patient, as mutually agreed upon by the District and the Contractor. The general location of such EMS vehicles shall be as follows:
 - a.i. Location of Ambulances - the specific ambulance staging areas will be determined by collaboration between facilities made available by the District and approved by the Contractor, to be announced at a later date.
 - a.ii. Response Time - Contractor agrees that it shall respond to all EMS calls in a prompt and timely manner in accordance with the response times set forth in the map and grid attached hereto as Exhibit A. The response times shall be re-evaluated annually to ensure that they continue to be reasonable and meet or exceed the average national response times recognized in the industry. Periods of excessive 911 calls, severe weather, or disasters will be considered when calculating response time.
- D. The Contractor shall comply with the uniform motor vehicle standards for authorized emergency vehicles and the standards promulgated by the Texas Department of State Health Services.

- E. The Contractor shall provide written monthly reports to the District Board of Directors on its EMS activity in the District no later than the 16th day of the next month in a report format approved by the District that will include, at a minimum, the following information:
- a.i. Response times - (a) the runs made monthly, including incident numbers if requested by the District; (b) the number of 911 calls, including a brief description of the calls; (c) the Response time as measured in minutes and seconds for all calls dispatched, the nature of the call as known at the time of dispatch, and an indication of whether a patient was or was not transported; and (d) the report shall list all calls originating from within the PALO PINTO COUNTY EMERGENCY SERVICES DISTRICT #1.
 - a.ii. Employee's certification reports.
 - a.iii. Equipment failure reports.
 - a.iv. QA (Quality Assurance) and in-service training programs.
 - a.v. Protected Health Information (PHI) shall be redacted from any report provided to The District by The Contractor to prevent any unlawful disclosure of Protected Health Information.
- F. The Contractor shall comply with all Federal, State and local laws and regulations in the performance of services under this Agreement. This shall include compliance with any and all laws concerning insurance, licensing, accreditation, or regulation of its service required hereunder. Evidence of compliance must be furnished to the District when requested by the District or designee with proper notice.
- G. The Ambulances operated by the Contractor in the District service area shall be equipped with one base unit multi-channel two-way radio, and two portable multi-channel two-way radios, which shall maintain sufficient communications to the dispatch center, provided to the Contractor by the District at their cost. Contractor shall purchase radio antennae and other accessories, and radio installation, as well as maintain the radios at the Contractor's own cost.
- H. The Contractor shall regularly maintain the ambulances and EMS vehicles, accessory equipment, and medical supplies and keep them in working order at all times, utilizing replacement vehicles whenever necessary. All ambulance's accessory equipment and medical supplies shall be subject to inspection on a regular basis by the District or designee for compliance with the applicable laws, rules and regulations with proper notice. The District or designees shall inform the Contractor of all defects noted, and such ambulance(s) and other EMS vehicles or item of accessory equipment of medical supplies shall not be used until all defects are remedied such that the ambulance and EMS vehicles, item of accessory equipment or time of medical supplies complies with the applicable laws, rules or regulations.
- I. Before the execution of this Agreement the Contractor shall submit written identification and notification to the District and the appropriate State agency of the name, title, address and telephone number of one (1) individual within the organization that has been designated as duly authorized representative of the Contractor to whom all correspondence shall be addressed.

- J. The Contractor shall appoint a licensed physician as its medical director to attest to the paramedic skills and provide in-service training. In addition the Medical Director shall gainfully participate the Contractor's Quality Assurance program for the Contractor's employees. Such physician shall provide medical protocol development and other areas related to the Contractor's services hereunder. The District shall be notified in writing within ten (10) working days of any changes in the Medical Director.

III.

PERFORMANCE STANDARDS & QUALITY ASSURANCE

3.01 - Response to Calls

- A. The Contractor will respond with an MICU/MICU capable ambulance to all 911 calls within the time periods negotiated by the parties as set forth in Section 2.02(C)(ii) at least ninety percent (90%) of the time. These response times will be computed on a calendar month basis. Compliance with the 90% requirements on the calls shall be determined on a monthly basis.
- B. Compliance with the response time standards as specified in this Agreement will be determined by the District, based on records submitted by the Contractor on a monthly basis as required herein. The Contractor agrees to provide any and all documentation relating to any call as may be requested by the District or its designee for the purpose of determining compliance with the Agreement. Information that is protected by a patient's right of privacy or medical confidentiality shall be redacted from the document or information prior to being provided to the District or its designee.
- C. In submitting the monthly reports on responses as required by this Agreement, if the Contractor wants a call exempt from this response time standard, it shall note that on the report forms and include whatever documentation it deems appropriate to establish that the response should be exempt from the standard. The District or its designee shall review the request for an exemption and try to determine whether to grant the exemption within thirty (30) days of the request. If additional time to make the determination beyond the thirty (30) days is needed, the District or its designee shall advise the Contractor of the time needed and the reason for the delay.
- D. Response time for all calls will be calculated from the moment the dispatch center ("County Dispatch") dispatches, or notifies, an ambulance to the location of an emergency until the moment the dispatched ambulance arrives at the location of the emergency or designated staging area (On Scene Time). At the moment of arrival, the ambulance crew will notify the dispatch center of the time of arrival. County Dispatch shall record the time in hours, minutes, and seconds of the arrival of the ambulance.
- E. Failure to Meet Response Time Standards – Contractor shall determine if The Contractor is meeting the minimum response time standards specified in this Agreement. The District shall be notified by the Contractor of such finding(s). The Contractor shall immediately take all steps necessary to remedy any identified problems.
- F. The Contractor shall be responsible for determining how to meet standards, including response times, set by this Agreement. Meeting the standards set by this Agreement includes taking steps to increase preparedness levels when inclement weather is predicted or other events are scheduled sufficiently in advance to alert the Contractor to reasonably anticipate additional needs in providing service. The Contractor will maintain a system status plan that is dynamic and based on historical call demand.

3.02 - Non-discrimination in Services, Benefits and Facilities

The Contractor shall not discriminate in the provision of services under this Agreement because of race, color, creed, national origin, religion, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et seq.*, rules and regulations promulgated pursuant thereto, or as otherwise provided by federal, state and local laws, regulations or ordinances as they now exist and may hereafter be amended or added. Nor shall there be any discrimination based on ability to pay for the Contractor's services. In addition to all other contractual or legal duties and obligations, the Contractor shall not refuse to provide emergency services for indigent or uninsured persons.

IV.

RESPONSIBILITIES AND OBLIGATIONS

4.01 – Responsibilities of the District

The District shall have certain and particular responsibilities and obligations in the performance of this Agreement that ensure that the Contractor has the most successful chances of fulfilling the Agreement as noted herein. The District shall adhere to these responsibilities and obligations in good faith effort to assist the Contractor in the execution of this agreement.

- A. The District shall assign **ALL** 911 ambulance and emergency medical service calls to Contractor.
- B. The District shall assign 911 ambulance and emergency medical service calls to Contractor through the County Dispatch two-way radio frequencies and/or pager tones.
- C. The District shall compensate the Contractor for services as provided herein this agreement.
- D. At all times the District shall maintain effective communication between all parties that allows for total, bidirectional access between County Dispatch and The Contractor. The District shall attempt to prevent any lapse in relationship with the County that affects the communication service between the Contractor and the County and/or County Dispatch.
 - i. Should a lapse in the relationship between the District and the County occur that effects the communication service(s), the District agrees to immediately (a) notify the Contractor of the issue (b) provide a viable temporary solution until resolution of the issue (c) make best practices efforts to reestablish the relationship in order to promote continuous, uninterrupted communications between the Contractor and County and/or County Dispatch.
- E. At all times the District shall attempt to ensure that the District's relationship(s) with the County fire departments permit cooperative actions between the Contractor and those fire departments.
- F. The District shall promote the Contractor as the **SOLE** provider of 911 ambulance and emergency medical services within the service area of the District, which excludes the territories served by Mineral Wells Fire Department and ESD #2. The District shall not permit any other

ambulance transport service to perform 911 ambulance and emergency medical services within District boundaries, notwithstanding the existing First Responder Organizations.

- G. The District shall encourage the volunteer fire departments to continue to first respond to calls for emergency services within the District according to their performance areas. The District shall also encourage the first responders to work in a cohesive manner with The Contractor so as to accomplish the goal of treating the sick and injured with prudence and according to state and local law.
- H. The District shall communicate with The Contractor during District Board Meetings. Individual District Board members may communicate with The Contractor or Contractor's designated individual. Information shall be shared that directly affects, or has the potential to affect, the service performance of this agreement.
- I. The District shall notify The Contractor of any changes in responsible party, board members, directors, employees, other contractual agreements directly, or indirectly, affecting the performance of this agreement, or any changes in the status of this agreement resulting from the decision(s) made by The District.
- J. The District, at its own cost, shall provide the Contractor with station quarters in a location agreeable to both parties.
 - a. The location will be geographically located such that response times shall not be delayed in accordance with Article 2.02(C)(ii) of this agreement, and shall include, but is not limited to:
 - a.i. A secure location for ambulance parking or staging
 - a.ii. Dedicated electric service and circuit for ambulance staging area
 - a.iii. Parking for Contractor personnel
 - a.iv. Sleeping quarters for Contractor personnel
 - a.v. Small office and secure storage space for Contractor Supplies
 - a.vi. Restroom/Shower facilities for Contractor personnel
 - a.vii. Access to electricity and internet for Contractor personnel
 - b. The District shall permit the Contractor, at the Contractor's own cost, to make necessary adjustments to property provided to the Contractor by the District to facilitate work processes such telephone line addition, high speed internet addition, arrangement of furnishing (if any), satellite or cable television line addition, or other small, non-invasive, non-structural alterations.

4.02 - Responsibilities of the Contractor

The Contractor shall have certain and particular responsibilities and obligations in the performance of this Agreement, in addition to other sections contained herein the Agreement, that ensure that the Contractor has the most successful chances of fulfilling the Agreement as noted herein. The Contractor shall adhere to these responsibilities and obligations in good faith effort to provide the desired services contained within the Agreement.

- A. Contractor agrees to maintain constant, consistent, and effective communication with the County Dispatch, with the District, and other business associates that are germane to efficient and effective delivery of services.
- B. Contractor agrees to accept, and respond to, **ALL** 911 calls for ambulance and emergency service in the service area detailed by this Agreement.
- C. At all times the Contractor shall maintain effective communication with the District, County Dispatch, and any other entity germane to the effective and efficient provision of 911 ambulance and emergency medical services.
- D. At all times the Contractor shall attempt to ensure that their relationship(s) with the County fire departments, or other first responder organizations, permit for cooperative actions between the Contractor and those fire departments and organizations.
- E. The Contractor shall promote and market itself as the **SOLE** provider of 911 ambulance and emergency medical services within the service area of the District, which excludes the territories served by Mineral Wells Fire Department and ESD #2.
- F. The Contractor shall communicate with The District during District Board Meetings. Individual contractor employees or designates may communicate with The District or designated individual.
- G. The Contractor shall at its own cost maintain any facilities where housing/staging may be provided by The District, or other entity, including regular maintenance due to occupation of quarters, wear and tear, cleaning and small repairs. The District shall permit the Contractor to make necessary adjustments to property provided to the Contractor by the District to facilitate work processes such telephone line addition, high speed internet connection addition, arrangement of furnishings (if any), satellite or cable television line addition, or other small, non-invasive, non-structural alterations.

V.

COMPENSATION

5.01 - Compensation from the District

The annual compensation to be paid to The Contractor by The District will be Six Hundred Fifty Thousand and No cents (\$650,000.00).

- A. This payment shall be paid in quarterly installments of \$162,500.00, on or by the first day, or first business day if the 1st is a weekend or holiday, of each quarter for the duration of this Agreement.
- B. The first payment shall be due upon execution of this agreement. If the first payment does not fall on such a date that ensures that the financial and calendar quarters are synchronized, a pro-rated amount shall be paid to match the service dates.

C. The District shall pay from current funds on hand.

D. If the District fails to make a timely payment, a late fee penalty will apply to the past due payment. The late fee penalty shall be calculated in accordance with the Prompt Pay Act, Texas Gov't Code Ch. 2251

c. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.

5.02 - Patient Charges

The Contractor will bill all patients pursuant to Section 5.02 and all such revenue and cost of collections shall be the responsibility and property of the Contractor. Any amount of revenue collected by the Contractor shall remain completely and fully the property of the Contractor.

The Contractor shall file a schedule of fees for the services rendered to a patient within the District. Thereafter, the Contractor shall file all changes in such fees with the District prior to changing such fees. The Contractor understands and agrees that emergency ambulance and EMS services must be provided by the Contractor prior to any demand for payment. The Contractor shall never deny ambulance and EMS services because of a person's inability to pay for such service. The Collections of the fees permitted in this section shall be the sole responsibility of the Contractor. Contractor must follow all state and federal statutes related to debt collection. Under no circumstances shall the District be responsible for any nonpayment from any patients for any reason.

For Medicare recipients in the District, the Contractor shall accept Medicare assignments for medically necessary transports, as determined by Medicare guidelines, and shall pursue collection of Medicare required co-payment. The Contractor reserves the right to balance bill the patient for non-covered insurance portions of any patient statement due the contractor where applicable by law. If Medicare determines that transportation was not medically necessary, the individual transported shall be charged a fee in accordance with the fees adopted by this section and amendments (if any), except to the extent such charges are prohibited by law. Under no circumstances shall the District be responsible for any nonpayment from any patients for any reason.

5.03 - Increases in Patient Charge

The Contractor will submit a written rate change to the District for an increase in any of the Contractor's regulated patient charges in effect at the time of the request. Annual totals of such increases shall not exceed ten percent (10%) of the amount charged for that regulated service.

VI.

TERM AND RENEWAL

6.01 - Term and Renewal

The term of this Agreement shall be for THREE (3) years, with services beginning on the February 15, 2018 and ending February 14, 2021, unless terminated earlier as provided herein, and shall be automatically renewed for up to three (3) one (1) year renewals, or until written notice of the intent not to renew is delivered by either party to the other party no less than ninety (90) days prior to the end of the then current three (or one)-year term.

VII.

TERMINATION OF SERVICES

7.01 - With Cause

The District may terminate this Agreement upon default of the Contractor. Default by the Contractor shall occur if:

- A. Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it, including, without limitation the agreed upon response times negotiated by the Parties pursuant to Section 2.02, and which shall be made a part of this Agreement as if set out in whole; or
- B. Contractor is dissolved or liquidated; the Contractor files a petition in bankruptcy; the Contractor makes an assignment for the benefit of creditors; a court of competent jurisdiction approves any petition or other pleading in any action seeking reorganization, arrangement, adjustment or composition of or in respect of the Contractor under the federal bankruptcy laws or any similar federal or state laws; or a receiver, trustee, or similar official for the Contractor or the Contractor's property, is appointed.

Should such default occur, the District shall have the right to terminate the Contractor's duties under this Agreement as of the 30th day (or the 3rd day for performance deficiencies dangerous to public health and safety (hereinafter "Major Defaults")) following the receipt of a written notice for the Contractor from the District describing such default and intended termination, provided:

1. Such termination shall be ineffective if within the thirty (30) day period (or the three (3) day period for Major Defaults), the Contractor cures the default; and,
 2. Such termination may be stayed, at the sole option of the District, pending cure of the default if action to cure begins during the thirty (30) day period or the three (3) day period, whichever is applicable, and is successfully completed.
- C. The Contractor may terminate this Agreement upon default of the District if:
1. The District fails, without just cause and notice, to pay the compensation as contained within the Agreement (Section 5.01).
 2. No default or termination of service by Contractor under this Agreement shall be effective until the 30th day after the District receives notice of default. Such termination shall further be ineffective if within the thirty (30) day period the District cures the default.

7.02 - No Cause

Either party may terminate this Agreement without cause by providing at least ninety (90) days written notice to the other party.

7.03 – Changes in Law

In the event that any governmental or nongovernmental agency, or any court, special district, administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which in the good faith judgment of one party (the "Noticing Party"): (a) may result in a material and adverse effect to either party; or, (b) indicates a rule or regulation with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party notice of its intent to amend or terminate this Agreement, as provided below.

7.04 – Effect of Termination

As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder, except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

VIII.

INSURANCE AND INDEMNIFICATION

8.01 - Insurance

A. Coverage and Amounts

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

Risks and Limits of Liability: The insurance, at minimum, must include the following coverage and limits of liability:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
(1) Employers Liability	Statutory
(2) Commercial General Liability Including Blanket Contractual Damage Liability	Bodily Injury and property Combined Limits of: \$1,000,000.00 Each Occurrence and \$2,000,000.00 Aggregate
(3) Ambulance Malpractice	Bodily injury and Property \$1,000,000.00 each occurrence and \$1,000,000.00 Aggregate
(4) Automobile Liability	Bodily injury and Property Damage Combined Single Limit of \$1,000,000.00 each occurrence and \$1,000,000.00 Aggregate
(5) Uninsured/Underinsured Motorist	Statutory

Insured Parties

Each policy must name the Contractor and the PALO PINTO COUNTY EMERGENCY SERVICES DISTRICT #1 and the board members, officers, agents and employees of the District as insured parties. The District is to be listed as a certificate holder on each policy.

Cancellations

Each policy must expressly state that it may not be cancelled unless thirty (30) days' advance notice of cancellation is given in writing to the District.

Subrogation

Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the District, its board members, officers, agents or employees.

Liability for Premium

If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has no right to recover any premiums against the District.

B. Delivery of Policies

Certificates or Binders evidencing the maintenance of Contractor insurance coverage showing the endorsements specified herein and compliance with the provisions of this Agreement shall be filed with the District prior to the effective date of this Agreement. Contractor shall also file with the District certificates of renewal for these policies that are renewed during the term of this Agreement, or new certificates for any policies replaced or modified during the term of this Agreement.

C. Other Insurance

The Contractor will, upon request, furnish to the District adequate evidence on a non-subscriber accident policy with employee liability, which has provisions for employees with on the job injuries.

8.02 - Indemnification/Hold Harmless By Contractor

- A. The Contractor agrees to indemnify, defend and hold harmless the District, its board members, successors, affiliates, subsidiaries, officers, employees, agents and representatives from and against any claims, losses, damages, lawsuits, causes of action, cost and/or expenses including attorney fees, or liability which is suffered by the District arising out of or related to (i) the Contractor's breach of the representations or agreements made by the Contractor in this Agreement or any of the other documents entered into by the Contractor in connection with this Agreement; (ii) the negligent performance or non-performance of the Contractor of any of the services to be performed by the Contractor under this Agreement.
- B. Whenever any claim shall arise for indemnification by the Contractor, the District shall promptly notify the Contractor of the claim and, when known, the facts constituting the basis for such claim. In the event of any such claim for indemnification hereunder resulting from or in connection with any claim or legal proceeding by a third party, the notice to the Contractor shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom. The failure of the District

to promptly notify the Contractor shall not relieve the Contractor of its obligations hereunder, unless such failure materially prejudices the Contractor's rights with respect to the claim.

- C. In connection with any claim for indemnification under this Article 8 resulting from or arising out of any claim or legal proceeding by a third party, the Contractor may, at the sole cost and expense of the Contractor, upon written notice to the District, assume the defense of such claim or legal proceeding with counsel approved by the District (which approval shall not be unreasonably withheld or delayed), if (i) the Contractor acknowledges to the District in writing the Contractor's obligation to indemnify the District with respect to all elements of such claim and (ii) the third party seeks monetary damages only.
- D. If the Contractor so assumes such defense, the District shall be entitled to participate in such defense, with its counsel and at Districts' own expense. In addition, if the Contractor so assumes such defense, it shall take all necessary steps to defend or settle such claim.
- E. If the Contractor does not assume the defense of any such claim or legal proceeding for which indemnification is covered by this Article 8, (i) the District may defend against such claim or legal proceeding in such manner as it may deem appropriate, including, but not limited to, settling such claim or legal proceeding on such terms as the District may deem appropriate, and (ii) the Contractor shall be entitled to participate in (but not control) the defense of such action, with its counsel and at the sole expense of the Contractor.
- F. Except as expressly set forth in this Agreement to the contrary, all covenants, agreements and indemnifications of the Contractor contained in this Agreement or in any document delivered pursuant hereto shall be deemed to be material and to have been relied upon by the District and the Contractor, respectively, and shall continue to be fully effective and enforceable following the effective time for the applicable statute of limitations period, or such longer period indicated herein, and shall thereafter be of no further force and effect.

IV.

MISCELLANEOUS PROVISIONS

9.01 - Independent Contractor

The relationship of the Contractor to the District shall be that of an independent contractor. Nothing herein contained shall be construed as constituting the Contractor as an employee, agent, servant, or department of the District. The District shall not be liable for the acts of the Contractor, its officers, members, agents or employees.

9.02 - Business Structure and Assignments

The Contractor shall not assign this Agreement or dispose of all or substantially all of its assets in manner which will materially affect its performance of the services under this Agreement without the written consent of the District. Any such assignment without such written consent shall be an event of default entitling the District to immediately terminate this Agreement without notice.

9.03 - Subcontractors

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the District. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the District, in connection with this Agreement only, as if they were employees of the Contractor.

9.04 -Administration of Agreement

Except as otherwise provided herein, this Agreement shall be administered by the District and all correspondence and questions from the Contractor shall be directed to the District or its designee.

9.05 - Parties in Interest

This Agreement shall not bestow any rights upon any third party except as provided herein, but rather, shall bind and benefit the District and the Contractor only.

9.06 - Non-Waiver

Failure of either party to insist on the strict performance of any of the provisions herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any other default or failure or performance.

9.07 - Applicable Law

This Agreement is subject to and shall be construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officers having jurisdiction over the Contractor's services required by this Agreement. This Agreement is performable and venue is appropriate in the District, in Palo Pinto County, Texas.

9.08 - Licenses and Permits

The Contractor shall obtain and pay for all licenses, permits and certificates required by any state ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

9.09 - Notices

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

PALO PINTO COUNTY EMERGENCY SERVICES DISTRICT #1:

Administrator
P.O. Box 460
Palo Pinto, Texas 76484

SACRED CROSS EMS, INC.:

President
Sacred Cross EMS
P. O. Box 447
Krum, TX 76249

9.10 - Acceptance and Approvals

Any acceptance or approval by the District, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Contractor, its employees, agents, subcontractors, or suppliers for the accuracy, competency and completeness for any documents prepared or services performed pursuant to the terms and conditions of this Agreement, nor shall acceptance or approval be deemed to be an assumption of such responsibility of liability by the District, or its agents and employees for any defect, error or omission in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

9.11 - Inspection and Audits

The District shall have the right to examine and review all books, records and billing documents relating to the Contractor's performance of this Agreement, with reasonable notice and during normal business hours (8:00 a.m. - 5:00 p.m. Monday thru Friday), which are directly related to performance or payment under this Agreement. The Contractor shall maintain such books, records, and billing documents for three (3) years after the cessation of its other duties under this Agreement.

9.12 - Remedies

The rights and remedies contained in this Agreement shall be exclusive, shall be cumulative of all rights and remedies now or hereafter existing, whether statute, at law, or in equity; provided however, that none of the parties shall terminate this Agreement except in accordance with the provision hereof. In addition to the District having the right to seek monetary damages in the event of a default by the Contractor, the District shall have the equitable right to seek specific performance of this Agreement, including injunctive relief.

9.13 - Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did nor did not author the same.

9.14 – No Boycott of Israel

Contractor affirms that it does not, nor will it, boycott Israel during the term of this Agreement. Gov’t Code § 2270.

9.15 - Entire Agreement

This Agreement together with the Proposal submitted by the Contractor (except to the extent that it is inconsistent with the terms of this Agreement) provide all the agreements of the parties relating to the subject matter hereof and is the full and final expression of this agreement between the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 17th day of January, 2018.

PALO PINTO COUNTY EMERGENCY SERVICES DISTRICT #1

By: _____

Its: _____

SACRED CROSS EMS, INC.

By: _____

Its: _____

EXHIBIT A

