

POLK COUNTY INDIGENT HEALTHCARE PROGRAM
MANDATED MEDICAL PROVIDER APPOINTMENT

The Polk County Commissioners Court elects to appoint Americare-EMS (Provider) as a designated emergency care provider for County Inmates and shall provide emergency medically necessary services as deemed appropriate. This agreement is for the provision of emergency services.

I. SCOPE of SERVICES

The "Provider" agrees to provide Emergency Medical Service to jail inmates as deemed necessary when dispatched by the Polk County Jail staff. Based upon the decision by the EMS personnel and/or the Jail Medical Physician, the "Provider" will transfer the patient to the nearest available facility who will provide the appropriate medically necessary services, ensuring quality of care.

In the event the Contractual Provider is unable to respond to a dispatched call, the Provider will contact another available qualified Emergency Medical Service to provide evaluation, treatment and/or transport.

II. Compensation for Services

- a. Polk County Commissioners Court shall reimburse the "Provider" as follows:
Non-transport-\$100.00: transport-\$165.00 and \$9.25 per mile (no minimum mileage charge).

III. Relationship and Indemnification of Parties

- a. The relationship of the parties under this Agreement is solely that of independent contractors. Nothing in this Agreement shall constitute, be construed to, or create a partnership, joint venture, or employment relationship between the parties hereto or any of their contractors.
- a. County and Provider, to the extent authorized under the Texas Constitution and Texas laws, without limitation, Chapter 102, Texas Civil Practice and Remedies Code, agree to hold each party, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, Proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of County or Provider or others

under County's and Provider's supervision or control, and the acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of County or Provider and which by the exercise of due diligence of County and/or Provider is unable, wholly or in part, to prevent or overcome.

- c. "Provider" and staff shall uphold requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Rule published by the United States Department of Health and Human Services at 45 CFR 160-164 (Privacy Rule). HIPAA and the Rule regulate the services of protected health information.

V. TERM AND TERMINATION OF AGREEMENT

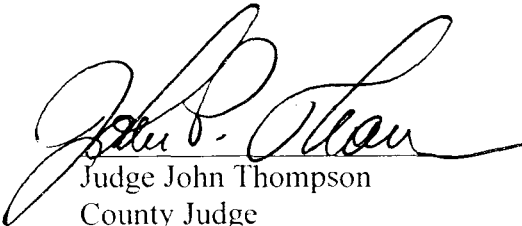
- a. **Term.** This agreement will commence upon the date executed by both parties and remain in full force and effective for a period of twelve months and automatically renew subsequently in twelve months term unless terminated as provided herein. This agreement supercedes all previous agreements.
- b. **Optional Termination.** In the event either party, with or without cause, at any time, shall give to the other party at least 30 (thirty) days advance written notice. This agreement shall terminate on the future date specified in such notice.
- c. **Notice.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail addressed to either party and copied to the Director of Polk County Indigent Health Care.

ADOPTED THIS THE 13th DAY OF November, 2007 .

ACCEPTED:

Mr. Boyd Dickens
Americare-EMS Manager
P. O. Box 796
Livingston, Texas 77351

Date


Judge John Thompson
County Judge

Polk County, Texas
101 W. Church Street #300
Livingston, Texas 77351

11/13/07
Date