

AN AGREEMENT FOR AMBULANCE AND EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2022, by and between Lonestar Ambulance Service 1, LLC d/b/a Allegiance Mobile Health (Allegiance) and Polk County, Texas ("County"), effective January 1, 2022, (the effective date).

RECITALS:

- A. Allegiance and its subsidiaries herein referred to as "Ambulance Service" are the owner and operator of certain emergency and non-emergency medical care vehicles and equipment designed to provide emergency and non-emergency medical care and assistance and has in its employ, trained personnel whose duties are related to the use of such vehicles and equipment and to the equipment and to the provision of emergency and non-emergency medical services.
- B. County desires to contract with Allegiance and its subsidiaries to provide emergency and non-emergency medical services to its citizens.
- C. Allegiance and its subsidiaries desire to contract with County to provide emergency and non-emergency medical services to citizens of Polk County.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

- 1.1 Unit Availability, Allegiance shall provide the services of MICU capable (mobile intensive care unit) ambulance 24/7/365.
- 1.2 ALS, Advance Life Support as defined in the Texas Emergency Medical Service Act (Health and Safety Code, §773.003)
- 1.3 BLS, Basic Life Support as defined in the Texas Emergency Medical Service Act (Health and Safety Code, §773.003)
- 1.4 First Responder Organization, A group or association of certified emergency medical services personnel that working in cooperation with a licensed emergency medical services provider, provide immediate on-scene care to ill or injured persons but does not transport those persons, as defined in the Texas Emergency Medical Service Act (Health and Safety Code, §773.003).
- 1.5 MICU, Mobile Intensive Care Unit as defined in the Texas Emergency Medical Service Act (Health and Safety Code, §773.003)

ARTICLE II

DESCRIPTION OF SERVICES AND SERVICE AREA

2.1 Scope of Agreement. During the term of this Agreement, Allegiance on an exclusive basis agrees to furnish ambulance, emergency and non-emergency medical services, as set out herein to the residents of Polk County, Texas. These services shall be rendered by Allegiance to all areas located inside the boundaries of Polk County, but shall not be limited to the same. The service area under this Agreement shall be designated as, but not limited to, the geographic area depicted by the map attached hereto as Exhibit A. This Agreement addresses both emergency 911 service and non-emergency patient transfers.

2.2 Provision of Services. Without limiting its obligation to provide good quality ambulance emergency and non-emergency medical services under this Agreement, Allegiance agrees to follow:

Allegiance shall manage all day-to-day operations, including field operations, billing, collections, purchasing and other operational functions. Allegiance shall negotiate all mutual aid agreement, maintain all facilities and equipment, hire/terminate and provide or arrange for in-service training of all field personnel, propose and provide justification for rate changes, manage all billing and collection functions, solicit in good faith the recommendations of County, the public and other healthcare facilities operating within County of Polk County in providing emergency and non-emergency medical service, and generally manage all aspects of the ambulance system operations.

ARTICLE III

RESPONSIBILITIES OF ALLEGIANCE.

3.1 Prime Responsibilities of Allegiance expressly agrees to manage the actual delivery of ambulance, emergency and non-emergency medical services to the service area. County is interested only in the results obtained under this agreement; subject to the requirements placed upon Allegiance by this agreement, the manner and means of providing the services are under the sole control of Allegiance. The following list contains Allegiance primary responsibilities only to be provided at Allegiance cost and expense. Numerous ancillary functions are also Allegiance responsibility, at its cost and expense, such as compliance with insurance requirements, personnel recruitments, disaster readiness, inventory control, etc.

- a. Employ and manage all ambulance personnel; require that ambulance meet State requirements for licensure and certifications;
- b. Provide adequate opportunity for employee and volunteer in-service training sufficient to meet State recertification requirements and clinical standards;
- c. Provide all necessary and appropriate backup vehicles and equipment;

- d. Furnish all fuel, lubricants, vehicle/equipment repairs and disposable medical supplies;
- e. Develop, negotiate and maintain hospital/ambulance policies, patient "exchange" policies and fire department post relationships where appropriate;
- f. Maintain good working relationships with area law enforcement agencies;
- g. Provide the public with information concerning Allegiance services;
- h. Conduct all billing and collection activities and procedures; however, Allegiance shall not delay or deny treatment or transport due to patient's inability to pay;
- i. Interface with appropriate State and local 911 dispatching agencies;
- j. Ensure professional conduct and appearance of all office and field personnel;
- k. Work out mutually beneficial support agreements with neighboring ambulance services;
- l. Provide training to First Responder and Volunteer Fire/Ambulance personnel on EMS system policies, procedures and proper equipment usage;
- m. Maintain State and local vehicle permits and personnel certifications and the State provider's licensure;
- n. Allegiance shall carry equipment in each vehicle necessary for the treatment and transportation of children; and
- o. Maintain and pay for all telephone listings and/or advertising

3.2 Rights and Responsibilities of Field Personnel. Allegiance shall ensure that professional field paramedics shall have a direct linkage on a real time basis to those physicians who are empowered to oversee clinical policy and procedure. This direct linkage and personnel responsibility applies to compliance of vehicles, on-board equipment and collection and recording of primary data. Personnel are prohibited from operating equipment that is substantially out of compliance with system standards. Personnel are prohibited from falsifying or omitting data from reports.

3.3 Professional Skills and Training of Allegiance Personnel. All of Allegiance personnel are required to attend training sessions as required by State and Federal Law, rules and regulations dealing with the certification and regulations of professional field paramedics. Allegiance is responsible for ensuring that all field personnel working in the system possess appropriate understanding of the ambulance service system.

3.4 Work Schedules and Working Conditions. Allegiance is required to utilize reasonable working schedules, shift assignments and to provide adequate working conditions. Allegiance is expected to ensure that field personnel working extended shifts part-time jobs or overtime, will not negatively affect patient care. Allegiance must comply with all State and Federal wage and labor laws.

3.5 Use of Mutual Aid Providers to Meet Unit Availability Requirements. Allegiance may arrange and utilize mutual aid agreements with neighboring EMS providers and may utilize services furnished by such neighboring providers toward fulfillment of Allegiance. Unit Availability requirements under this agreement. If any compensation to the neighboring provider is agreed to, it is the responsibility of Allegiance to provide such compensation.

3.6 Character and Competence of Employees. All persons employed by Allegiance in the performance of work under his Agreement shall be competent and hold appropriate valid permits for their professions as required by State and Federal law, rules and regulations. It is understood and agreed that Allegiance shall abide by all recognized and customary procedures and standards for patient care and ambulance maintenance and also abide by all rules and regulations for patient care and ambulance maintenance.

3.7 Professional Conduct and Dress. Allegiance agrees that its employees and agents will provide courteous and professional conduct and appearance at all times. The ambulance service personnel shall have an adopted uniform to be worn when on duty. Uniform styles shall be determined by Allegiance. Name tags and level of training patches shall be worn by personnel. To the extent permitted by law, Allegiance is responsible for requiring its employees to undergo blood and urine test to determine the presence of infectious disease or illegal drug use. Meeting requirements under OSHA regulations are the responsibility of Allegiance.

3.8 Key Personnel. Allegiance shall furnish the personnel identified in its bidder's proposal and throughout the term of the Agreement. Allegiance shall be expected to continue to furnish the same personnel or replacement personnel with equal or superior qualifications.

3.9 Standards for Vehicle and Equipment Maintenance.

a. Equip each emergency ambulance with all required equipment and supplies for MICU operations as required by the Texas Department of State Health Services.

b. All motor vehicles used for the purpose of providing ambulance service hereunder, shall be designated to transport ill, sick or injured persons in comfort and safety and shall be maintained in clean, sanitary and good mechanical condition at all times in compliance with any applicable State and Federal standards, rules and regulations for ambulances.

c. All mechanical, safety and special equipment shall be subject to inspection at any reasonable time by representatives of County.

d. No ambulance that has been substantially damaged or altered shall be again placed in service until it has been adequately and properly repaired.

ARTICLE IV

PAYMENTS AND FEES

4.1 Fees. The County is not required to pay a fee directly to Allegiance for the services included in this agreement.

4.2 Charges for Patient Services. Charges for Patient Services provided under this agreement for the first year are attached hereunto in "Exhibit B".

4.3 Changes Due to Other Circumstances. County and Allegiance agree to appropriately negotiate changes to this Agreement in the event that circumstances beyond the control of either party (national disaster, terrorist activities, etc.) adversely prevent the Parties from fulfilling their obligations as described in this Agreement.

4.4 Termination The County may terminate this Contract at any time, with or without cause, upon ninety (90) calendar days written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date.

a. If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the County has the right to terminate this Contract by giving the Contractor five (5) calendar days written notice to the Contractor. The Contractor will be compensated for the services satisfactorily performed before the termination date.

ARTICLE V

TERM & TERMINATION

6.1 Term of Agreement and Renewal Provisions. This Agreement shall commence on the Effective Date of this Agreement and continue for a period of five (5) years (the "Initial Period"). Parties may automatically extend this agreement under the terms for additional five (5) year periods upon the parties mutual agreement.

6.2 Termination upon application of Paragraph 4.3. In the event Allegiance elects to terminate this contract under Paragraph 4.3, Allegiance will notify County ninety (90) days prior to the termination date. Allegiance will make a good faith effort to assist County in locating another provider, provide such information necessary for any potential provider to make a decision to accept a contract with County (subject to safeguards for confidential matters) and assist in the transfer of service.

ARTICLE VI

OTHER PROVISIONS

7.1 Insurance requirements. Allegiance at its cost and expense, shall furnish in writing proof of coverage for the insurance requirements stipulated below. No ambulance shall be operated by Allegiance unless there is insurance coverage in full force and effect, which insurance coverage provided for at least the following:

a. Public liability insurance in an amount not less than one million dollars (\$1,000,000) for each injury to or death of each person; all such insurance coverage to apply to claims arising out of the operations of the ambulance service authorized by this contract.

b. Public liability insurance in an amount not less than two million dollars (\$2,000,000) as general aggregate limits; all such insurance coverage to apply to claims arising out of the operations of the ambulance service authorized by this contract.

c. Uninsured motorist coverage in an amount of five hundred thousand dollars (\$500,000) to the bodily injury liability limits set forth in subsection (a) above.

d. Certificates or Insurance for the policies required herein shall be provided to County, in writing prior to commencing operations and thereafter upon request.

e. Every insurance policy required shall extend for the period to be covered by the license granted Allegiance for the ambulance service and the insurer shall be obligated to give not less than thirty (30) days written notice to County before any cancellation or other termination of any such policy earlier than its termination date.

f. The cancellation or the termination of any policy required herein shall automatically revoke and terminate the agreement for ambulance service granted by County unless another insurance policy complying with the insurance section provisions is provided in full force and effect at the time of such cancellation.

g. Each insurance policy required herein shall name as additional insured the following: County of Polk County, Texas including The County's Officers and Employees.

h. Allegiance shall indemnify and save harmless the County of Polk County and its officers, agents and employees from all suits, actions, losses, damages, claims or liability of any character, type or description including without limiting the generality of the foregoing all expenses of litigation, court costs, attorney's fees for injury or death to any person or injury to any property, received or sustained by any person or persons or property arising out of the occasioned by the acts of Allegiance its officers, agents or employees in the execution of performance of this contract.

7.2 Disaster Assistance. During a declared disaster, locally or in a neighboring jurisdiction, Allegiance shall follow the County's Emergency Management Plan and commit such resources as are necessary and appropriate, given the nature of the disaster. Allegiance shall be exempt from unit availability standards during periods of defined disasters. When the disaster assistance has been terminated, Allegiance shall resume normal operations as rapidly as is practical.

7.3 Outside Work. Allegiance shall not be prohibited from doing other work provided the services do not detract from Allegiance responsibilities and contractual commitments under this contract or to County. Allegiance and its employees shall not engage in any activities that violate any Federal, State and local law regulations or ordinance, this contract, or any activity that brings discredit to Allegiance and/or County.

7.4 Allegiance Medical Director. Allegiance Medical Director shall be responsible for purposes of State and Federal requirements and also this contract, for paramedic provider organizations, for purchasing of controlled drugs and other controlled supplies, as well as for issuing and signing written standing orders.

7.5 Compliance with Applicable Laws, Rules and Regulations Required. All services furnished by Allegiance shall be rendered in full compliance with all applicable Federal, State and local laws, rules and regulations and ordinances. It shall be Allegiance role responsibility to determine which laws, rules, regulations and ordinances apply to the services rendered under this Agreement and to maintain compliance at all times. For example: Under Title VII of the Civil Rights Act of 1964, no person shall, on the ground of race, color, sex, national origin or religion be discriminated against. This Agreement is subject to the requirements of the Title VII of the Civil Rights Act of 1964 and all Federal statues and State regulations with respect to equal employment opportunities. Allegiance. agrees to comply with all Federal and State anti-discrimination laws.

7.6 Compliance with Abuse Regulations. Allegiance must also comply with the Texas Department of Human Services regulations concerning the prompt reporting of any suspected abuse of a child or elderly person.

7.7 Emergency Management and Mutual Aid. Allegiance agrees to accept responsibilities for duties assigned by County and the Emergency Management Director of the County. Allegiance shall enter into mutual aid agreements with other surrounding area EMS services to assure the prescribe level of response and service under both routine conditions and catastrophic events.

7.8 Cooperation with other EMS providers. To the extent allowed by law, Allegiance agrees to exchange appropriate and pertinent information with other EMS providers, including service areas and primary location and number of ambulances available for immediate response.

7.9 Permits. Allegiance shall be the holder of the State ambulance license and of the State and local vehicle permits to be used in the performances of this contract. Allegiance shall make all necessary payments for licenses and permits for the ambulance operations. Allegiance shall furnish County with proof of such licenses or permits. Allegiance shall be responsible for verifying that its employees' State and local certification if applicable are in order and current at all times.

7.10 Audits and Inspections. At any time during normal business hours and as often as may be necessary, County representatives may observe Allegiance operations and Allegiance shall make available to County for its examination any information with respect to all matters covered by the Agreement.

7.11 No Estimated Business Volume. County makes no representations concerning the number of emergency and non-emergency calls or transports, quantities or length of long distance transfer service or frequency or special events coverage, which will be associated with this Agreement.

ARTICLE VII MISCELLANEOUS PROVISIONS

8.1 Independent Contractor. Allegiance shall perform this Agreement as in independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship or status. Nothing in this Agreement shall in any way be construed to constitute Allegiance as the agent, employee or representative of County. The manner and method of completing the work undertaken by Allegiance shall be determined by its sole discretion.

8.2 Governing Law. This agreement is performable in the County of Polk County, Texas and shall be subject to and governed according to the laws of the State of Texas, irrespective of the fact that either party is or may become a resident of another state. Both parties agree the venue for legal proceedings shall be in Bexar County, Texas.

8.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.

8.4 Assignment. No right or obligation hereunder may in any way whatsoever be assigned or delegated to a third party without the express prior written consent of the other party hereto, and any attempted assignment without such consent shall be considered null and void.

8.5 Legal Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorneys' fees, costs and expenses related to such action.

8.6 Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

8.7 Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing and either delivered in person, by electronic transmission, deposited in the United States mail, postage pre-paid; registered or certified mail, return receipt requested, properly addressed or by a nationally recognized overnight courier service to the following addresses:

**Allegiance Mobile Health
1702 N. Lexington BLVD
Corpus Christi, Texas 78409
Attention: Daniel Gillespie
Chief Operating Officer**

**Polk County
101 West Church St
Livingston, Texas 77351
Attention: County Judge**

The notification addresses listed above can be changed by either party with proper notice as listed above.

8.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreement or understanding, whether oral or otherwise. No modification of this Agreement shall be valid unless writing and signed by each of the parties hereto.

8.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

8.10 Dispute Resolution. If a dispute arises between the parties in connection with this agreement, the parties agree to meet within 10 days of notice of the dispute in an attempt in good faith to negotiate a resolution of the dispute. If a resolution of the dispute is not achieved within 20 days of the meeting, either party may request mediation. The mediation shall be conducted by a mutually acceptable neutral person not affiliated with either of the parties, with such mediation to occur within 40 days after the original dispute notice. If the mediation fails to settle the dispute, either party may seek appropriate legal action to resolve the dispute (provided that interim or provisional relief such as a temporary restraining order, preliminary injunction or other equitable relief may be sought during the resolution process).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

LoneStar Ambulance Service 1 dba

County of Polk County, Texas

Allegiance Mobile Health

Daniel K. Gillespie, Chief Operating Officer



Honorable Sydney Murphy, County Judge

