

AGREEMENT BETWEEN JOHNSON COUNTY, TEXAS

AND

CAREFLITE

FOR

PARAMEDIC CARE AND AMBULANCE SERVICES

FOR

JOHNSON COUNTY, TEXAS

OCTOBER 1, 2015

TABLE OF CONTENTS

	Page
RECITALS	1
ARTICLE I—DEFINITIONS	2
1.01 Administrator	2
1.02 Agreement	2
1.03 Ambulance Service Contract	2
1.04 ANI/ALI	2
1.05 CAD	2
1.06 Contract Service Area	2
1.07 Costs Sharing Schedule	2
1.08 EMS System	2
1.09 ESD	2
1.10 1 st Response, 1 st Responder, 1 st Response Organization	2
1.11 Medical Director	3
1.12 Member Jurisdiction	3
1.13 MICU	3
1.14 Mutual Aid	3
1.15 Participating Jurisdiction	3
1.16 Patient	3
1.17 Regulated Service Area	3
1.18 System Standard of Care	3
ARTICLE II—PURPOSE AND RELATIONSHIP OF PARTIES	3
2.01 Purpose	3
2.02 Relationship of Parties	3
ARTICLE III—PERFORMANCE REQUIREMENTS	4
3.01 Operational Expectations	4
3.02 Staffing	4
3.03 Equipment	4
3.04 Community Relations	5
3.05 Communication System Requirements	5
3.06 Dispatch, Reporting and Monitoring Operations	6
3.07 Cooperation with Other Agencies	7
3.08 Supplies	7
3.09 Subscription Programs	7
3.10 Published Charges	7
3.11 Charges to the County	7
3.12 Customer Perception Survey	7
3.13 Continuous Improvement Methodology	8
3.14 Reporting and Review	8
3.15 Contract Monitoring	9
3.16 Ambulance Operations Requirement	9

3.17	Response Time Reliability Failure	12
3.18	Safety	13
3.19	Transport Guidelines	13
3.20	Clinical Operations	13
3.21	EMS Medical Director	13
3.22	Clinical Training	14
3.23	Clinical Leadership	15
3.24	Clinical Care Reliability	15
3.25	Penalties for Failure to Comply	16
3.26	Penalties for Default and Early Termination	16
3.27	Declaration of Major Default and Transfer of Service	18
3.28	Major Default	18
3.29	Default not Dangerous to Public Health and Safety	18
3.30	“Lame Duck” Provisions	18
3.31	Reports	19
ARTICLE IV—INSURANCE REQUIREMENTS AND INDEMNIFICATION		19
4.01	Insurance	19
4.02	Indemnification	20
ARTICLE V—CONSIDERATION		20
5.01	Consideration	20
ARTICLE VI—SUBSCRIPTIONS		21
6.01	Subscriptions	21
ARTICLE VII—TERM AND RENEWAL		21
7.01	Term of Agreement	21
7.02	Renewal Terms	22
ARTICLE VIII— GENERAL PROVISIONS		22
8.01	Statute of Limitations	22
8.02	Immunity	22
8.03	Officers not to Benefit	22
8.04	Public Information	22
8.05	Compliance with State and Federal Law	22
8.06	Arbitration	23
8.07	Binding Nature	23
8.08	Invalidity and Severability	23
8.09	Counterparts	23
8.10	Interpretation	23
8.11	Terminology and Definitions	23
8.12	Applicable Law and Venue	23
8.13	Notices	23
8.14	Non-Discrimination	24
8.15	Third Party Rights	24

8.16	Entire Agreement	24
8.17	Amendment	24
8.18	Force Majeure	24
8.19	Assignment by Contractor	24
8.20	Execution Authority	24

SIGNATURES		25
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Exhibit A

**AGREEMENT BETWEEN JOHNSON COUNTY, TEXAS
AND CAREFLITE
FOR PARAMEDIC CARE AND AMBULANCE SERVICES
FOR JOHNSON COUNTY, TEXAS**

This Agreement between Johnson County, Texas and CareFlite for Paramedic Care and Ambulance Services for Johnson County, (hereinafter referred to as the "Agreement") is made and entered by and between Johnson County, Texas (hereinafter referred to as "County"), a political subdivision of the State of Texas and CareFlite, a Texas nonprofit 501 (c) 3 corporation, (hereinafter referred to as "Contractor") with its principal offices located in Grand Prairie, Texas, individually referred to as a "Party" and collectively referred to as the "Parties" to be effective on the date signed, but all obligations of County and Contractor shall begin on October 1, 2015 (hereinafter referred to as the "Effective Date").

RECITALS

WHEREAS, on March 3, 2015, the County approved to request proposals for paramedic care and ambulance services in RFP 2015-512; and

WHEREAS, Contractor, a licensed Emergency Medical Services Provider under the provisions of the Texas Emergency Medical Services Act, submitted a response to RFP 2015-512 prior to the due date and time of 2:00 p.m. on April 29, 2015; and

WHEREAS, said response of Contractor was reviewed by the Purchasing Agent of County and a committee of Johnson County citizens approved and appointed by the Commissioners Court to review all responses received to RFP 2015-512; and

WHEREAS, said committee unanimously recommended Contractor to County as the vendor to provide paramedic care and ambulance services for Johnson County based upon Contractor's response to RFP 2015-512; and

WHEREAS, the Commissioners Court voted to approved Contractor's response to RFP 2015-512 and proceed with negotiating a contract with Contractor for paramedic care and ambulance services for Johnson County; and

WHEREAS, County and Contractor have negotiated the terms and conditions for Contractor to provide exclusive paramedic care and ambulance services for County.

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

ARTICLE I DEFINITIONS

The following definitions shall apply to terms as used throughout the Agreement.

1.01 **Administrator** means the representative of Johnson County, the county judge or his designee, who is responsible for supervising performance of this Agreement.

1.02 **Agreement** means this Agreement between Johnson County, Texas and CareFlite, a Texas nonprofit 501 (c) 3 corporation, for Paramedic Care and Ambulance Services for Johnson County, Texas.

1.03 **Ambulance Service Contract** means an agreement between Contractor and any local governing unit incorporating clinical standards and financial provisions consistent with those set forth in this Agreement.

1.04 **ANI/ALI** means Automatic Number Identifier/Automatic Location Identifier and is one of the enhancement features of a 911 system that aids in identification of incoming calls.

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

1.06 **Contract Service Area** means the geographic area encompassing the Regulated Service Area plus unincorporated areas of Johnson County, except the cities of Burleson and Mansfield, the Keene Fire District, and such other entities as may choose to contract with Contractor pursuant to a contract incorporating clinical standards and financial provisions consistent with those contained in this Agreement.

1.07 **Cost Sharing Schedule** means a schedule that shall specify funds due from Johnson County to Contractor for providing health care and ambulance services.

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

1.09 **ESD** means the Emergency Service District #1 of Johnson County, Texas whose office is located at 2451 Service Drive, Cleburne, Texas 76031.

1.10 **1st Response, 1st Responder, 1st Response Organization** refers to that service and those units (e.g., fire department 1st responders) which provide initial stabilization and trained assistance on-scene and, when required, in route to medical facilities, as well as certain

extrication and rescue services. In accordance with Medical Priority Dispatch Protocols, a 1st Response unit is routinely sent to all presumptively classified life-threatening calls within the Contractor's service area.

1.11 **Medical Director** means that Medical Director which shall be an emergency physician, expert in the pre-hospital practice of Emergency Medicine, appointed by Contractor.

1.12 **Member Jurisdiction** means the municipalities or cities allowing and cooperating in the 911 services for Johnson County; excluded are Burleson, Mansfield and the Keene Fire District.

1.13 **MICU** means Mobile Intensive Care Unit as defined in the Texas Health and Safety Code.

1.14 **Mutual Aid** means the paramedic ambulance service provided within the Contract Service Area by neighboring providers other than Contractor at the request of Contractor, pursuant to an agreement governing the exchange of service assistance when requested. Such a unit shall be judged by Contractor to have acceptably trained personnel and equipment, and approved by the Medical Director.

1.15 **Participating Jurisdiction** means any municipality or city which is not allowing and cooperating in this Agreement, but which enters into an Ambulance Service Contract with Contractor incorporating clinical standards and financial provisions consistent with those set forth in this Agreement; means Burleson, Mansfield and the Keene Fire District.

1.16 **Patient** means any person being transported to or from a health care facility in a reclining position from any point within the "Regulated Service Area."

1.17 **Regulated Service Area** means the combined corporate limits of all Member Jurisdictions, Participating Jurisdictions and unincorporated county.

1.18 **System Standard of Care** means the combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols (i.e.; 1st responders and ambulances), protocols for selecting destination hospital, standards for certification of pre-hospital care personnel (i.e., telephone call-takers, 1st responders, ambulance personnel, and on-line medical control physicians), as well as standards governing requirements for on-board medical equipment and supplies, and licensure of ambulance services and 1st responder agencies. The System Standard of Care shall simultaneously serve as both a regulatory and contractual standard.

ARTICLE II PURPOSE AND RELATIONSHIP OF PARTIES

2.01 **Purpose.** The Purpose of this Agreement is to secure emergency medical service coverage for sick and injured persons in the Regulated Service Area.

2.02 **Relationship of Parties.** In performing this Agreement, Contractor is acting as an

independent contractor with respect to County, and neither Contractor nor any of Contractor's staff shall be considered employees of County. It is agreed and acknowledged by the Parties that, as an independent contractor, Contractor retains the right to contract with and provide EMS services to entities and individuals other than County, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto, and nothing herein shall authorize either Party to act as agent for the other, except to the extent herein provided. County shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all County personnel. Neither Contractor nor any Contractor's staff shall be subject to any County policies solely applicable to County's employees or be eligible for any employee benefit plan offered by County.

ARTICLE III PERFORMANCE REQUIREMENTS

3.01 Operational Expectations. The Contractor shall provide and manage the delivery of emergency medical services. This Agreement will be a performance contract, not level-of-effort contract; however the following conditions are baseline expectations. The Contractor is highly encouraged to consider innovative methods to grow the service and exceed performance expectations.

3.02 Staffing. The Contractor is responsible for ensuring high-performance service through employing, managing, training and other personnel functions necessary to fulfill the terms of this Agreement.

- a. Staff ambulance with a minimum of one (1) paramedic and (1) emergency medical technician.
- b. Maintain personnel certifications and ambulance provider's license(s).
- c. Ensure courteous, professional, and safe conduct of all personnel.
- d. Ensure fair and safe shift schedules and employment practices.
- e. Provide or purchase all in-service training of ambulance personnel.
- f. Ensure clinical performance consistent with Department of State Health Services (DSHS) and Medical Director Standards and implement reasonable changes accordingly.

3.03 Equipment. The Contractor is responsible for ensuring high-performance service through employing, managing and maintaining all vehicular and medical equipment necessary to fulfill the terms of this Agreement.

- a. Ambulance shall meet all requirements as set forth by the Texas Department of State Health Services, and must have affixed thereto the appropriate certification(s).
- b. Equip each ambulance with all required personnel, equipment and supplies for "Mobile Intensive Care Unit (MICU)" operations as required by the Texas Department of State Health Services and as further specified by the Contractor's Medical Director.

- c. Ensure all motor vehicles used for the purpose of providing ambulance service hereunder, shall be designed 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 or Federal standards for ambulances.
- d. All ambulances must be capable of transporting at least two (2) patients restrained on a long spine backboard, scoop stretcher, or similar movement restriction device.
- e. Ensure ambulances and transport vehicles are mechanically sound and removed from service when appropriate to mitigate critical vehicle failures.
- f. Ensure all mechanical, safety, and special equipment shall be subject to inspection at any reasonable time by representatives of the County.
- g. Ensure no ambulance that has been substantially damaged or altered shall be again placed in service until it has been adequately repaired.
- h. Furnish all fuel, lubricants, repairs, and necessary supplies.

3.04 Community Relations. The Contractor is responsible for ensuring high-performance service through employing good business practices, community partnerships and customer service to fulfill the terms of this Agreement.

- a. Maintain and pay for Internet presence, telephone listings and/or advertising.
- b. Maintain and support superior working relationships with air medical transport providers, medical first responders, law enforcement, and fire protection agencies.
- c. Notify the County in a timely manner of all activities, issues, and policy/procedure modifications (internal and external) that may reasonably be expected to affect (positively or negatively) the County.
- d. Ensure disaster readiness including strict compliance with the National Incident Management System (NIMS).
- e. Participate in planning, exercises, and roles as assigned in Johnson County's Emergency Management Plan.
- f. Participate in monthly meetings, planning, and improvement with public safety and fire partners.

3.05 Communication System Requirements. Contractor agrees to the following communication system requirements.

- a. The Contractor will utilize industry standard radio communications, paging and alerting at all times. County's 700 Mhz trunked P25 radio system will be used for all EMS system operations communications. The Contractor will be responsible for purchase, installation, repair and any replacement of the equipment. Technical specifications including make and model for additional units to ensure compatibility with the County's radio system will be provided by the County.
- b. The Contractor will provide EMS dispatch services, including radio infrastructure, communications with First Responders and other emergency services. A communications plan must be approved by the County. 9-1-1 calls shall be provided by the Primary Service Answering Points (PSAPs) located in County and medical first response and fire service dispatch shall be provided by

- the Emergency Services District (ESD) PSAP.
- c. Contractor will provide capability to record all medical radio traffic and to record emergency and non-emergency telephone calls and other communications with Contractor's dispatch center.
 - d. Johnson County ESD will transition to SunGard Public Sector's ONESolution Computer Aided Dispatch (CAD) (formerly known as OSSI). It is encouraged but not required that Contractor use the same CAD system for the ambulance service. It is required that Contractor either maintain an active license to the ESD's CAD system with a fully functional station in the EMS PSAP or maintain an interface to allow real-time access to the ESD CAD data.
 - e. Contractor shall co-locate their Johnson County dispatcher(s), in the ESD PSAP.

3.06 Dispatch, Reporting and Monitoring Operations. The following represents the desired conditions for EMS dispatching when provided by the Contractor.

- a. A third party or sub-contractor dispatching provider will not be allowed without prior approval by County.
- b. Contractor will receive calls for emergency ambulance service that are initially answered by a PSAP then transferred to Contractor.
- c. Contractor may receive calls from PSAP via telephone, radio, or other means.
- d. Contractor must be capable of receiving TTY/TDD communications in accordance with Americans with Disabilities Act/Department of Justice requirements.
- e. Contractor will provide professional Emergency Medical Dispatch (EMD) with Medical Priority Dispatch System (MPDS) protocols and pre-arrival instructions using International Academies of Emergency Dispatch (IAED) certified Emergency Medical Dispatchers.
- f. Contractor will utilize accepted dispatch quality assurance programs and follow the compliance requirements of the IAED Accreditation Center of Excellence performance standards.
- g. Contractor shall equip each emergency vehicle with automatic vehicle locating (AVL) equipment that is capable of being monitored by the dispatcher center at all times and shall provide ESD with access to see unit availability and vehicle in real time and communicate response progress to first responders in real time with the Parties understanding and agreeing that Contractor's AVL equipment and program operates on a twenty (20) second delay.
- h. Contractor shall utilize GIS software compatible with NCTCOG mapping data in order to expedite responses.
- i. Contractor may use the most current map book for County as published by County GIS and Addressing Department.
- j. Contractor shall have separate dispatch and field operations supervisors on duty at all times and will be jointly responsible for posting assignments and other adjustments to field assignments.

3.07 Cooperation with Other Agencies.

- a. Contractor shall maintain good working relationships with area law enforcement agencies, fire departments, medical first responders, medical air transport providers and other emergency services organizations. Contractor shall enter into mutually beneficial support agreements with other ambulance providers.
- b. Contractor shall provide standardized training with all medical first responder organizations with a focus on scene management and standard work process for first responders to support paramedics.
- c. Contractor will work jointly with ESD on appropriate training requirements.
- d. Contractor will develop response and scene policies and procedures (e.g. staging, fire support, and multi-patient) in collaboration with fire and law enforcement.

3.08 Supplies. Medical first responders maintain their own medical supplies. In the event a medical first responder uses medical supplies and materials on a patient to be transported by the MICU ambulance, the Contractor shall provide a 1-for-1 replacement of the supplies at the time of patient hand off. The Contractor is not required to restock first responders with supplies for materials used on previous calls.

3.09 Subscription Programs. The Contractor is allowed to establish and manage a subscription program in accordance with the rules and regulations of the Texas Department of State Health Services.

3.10 Published Charges. The Contractor must establish an ambulance charge fee schedule. The County Commissioners Court must approve, which approval shall not be unreasonably withheld, the fee schedule annually prior to October 1 of each year this Agreement is to be in effect. County bears the burden of proof by a preponderance of the evidence to deny approval of the ambulance charge fee schedule for standard ground ambulance rates. The Contractor's fee schedule shall be posted on their website and publically available for review and questions. The fee schedule that will be effective October 1, 2015 is attached hereto as Exhibit "A" and is incorporated herein.

3.11 Charges to County. Contractor agrees that for ambulance services provided to County for patients in custody, such as transports after an arrest or transports from the County Corrections Facilities, Contractor agrees to charge County the Medicare rate current as of the date the service is provided.

3.12 Customer Perception Survey. The Contractor shall have an ongoing patient experience/perception survey that must be approved by the Johnson County Purchasing Agent. Third party vendors are preferred but in-house processes may be considered. The survey may be distributed to all patients or a statistically significant sample each month. Contractor shall provide a copy to County of the patient experience/perception survey at least quarterly beginning in January 2016 for the three previous months of October, November and December of 2015,

and shall provide County with a survey each April, July, October and January thereafter while this Agreement is in effect.

3.13 Continuous Improvement Methodology. The Contractor shall integrate a continuous quality improvement methodology (such as: Institute for Healthcare Improvement Approach to Quality Improvement (IHI-QI), Lean, Six Sigma) for use by all staff to plan, improve, and control all aspects of the organization's performance. This should include the establishment of Key Performance Indicators that are monitored over time as a gauge of the system's overall level of performance to County. These should include at a minimum:

- a. Clinical Indicators
- b. Operation/Production Indicators
- c. Medical Priority Dispatch
- d. Financial Indicators
- e. Workforce Indicators
- b. Customer Satisfaction & Engagement Indicators
- c. Safety & Risk Indicators

The Contractor should provide to County an explanation of its Continuous Quality Improvement methodology.

3.14 Reporting and Review. The following represents the desired conditions for EMS reporting.

- a. Contractor will provide scheduled and ad hoc reports as requested by County to enable County to comprehend status of EMS system and achievement of response time and performance standards.
- b. Contractor will provide monthly operational reports containing data on call volume, calls outside of time parameters, late call cause analysis, requests for exceptions, mutual aid received, mutual aid given, unit hours, unit hour utilization, clinical care measures, payer mix.
- c. Performance measures shall be reported monthly and displayed using run or Shewhart statistical process control charts.
- d. Medical Priority Dispatch System (MPDS) compliance scores based on International Academy of Emergency Dispatch (IAED) minimum expectations for case evaluation and reported monthly.
- e. Customer satisfaction metrics will be reported at least quarterly.
- f. Financial reports and statements will be provided annually and as requested by County and include payer mix.
- g. County shall be able to review Computer Aided Dispatch (CAD) data on a real-time basis, with the parties understanding that there may be a twenty (20) second delay, and shall be provided a CAD data upload of individual case level data on a monthly basis.
- h. County shall be able to request and Contractor shall provide event specific data and reporting on an as needed basis.

3.15 Contract Monitoring. The following represents the desired conditions for ongoing monitoring of EMS for quality, efficiency and contract compliance.

- a. Information shall be made available as described in this Agreement on a timely and accurate basis and as described above.
- b. Information provided shall be consistent with dispatch logs, run reports and other data without prior edit or adulteration.
- c. Information will be verifiable by County without undue or extensive effort.
- d. Information will be accessible by County through the use of internet access, direct software connection(s) or other state of the art retrieval technologies. The Parties agree and understand that protected health information ("PHI"), as defined by 45 CFR § 160.103, or individually identifiable health information, as defined by 42 U.S.C. § 1320d, will not be available over the internet or in any method that violates the above stated statutes.

3.16 Ambulance Operations requirements.

- a. Coverage. The Contractor will provide emergency ambulance service for the entire County of Johnson with the exception of the Cities of Burleson, Mansfield and the Keene Fire District. The Contractor will provide mutual aid to these cities and communities contiguous to Johnson County through State and County approved mutual aid agreements.
- b. Response Time Requirements. Ambulances must be compliant with the following minimum response time requirements. Response times are a combination of dispatch operations and field operations. The Contractor shall be responsible for classifying all EMS calls using Medical Priority Dispatch System (MPDS) Protocols and using Emergency Medical Dispatch (EMD). Johnson County shall be involved in development and oversight of MPDS protocols. Johnson County does not plan to limit the Contractor's flexibility in the methods of deployment and providing service as long as the minimum response time requirements are achieved. The Contractor shall place a transport capable MICU ambulance at the scene of all requests for emergency medical services within the designated response time at a minimum of a ninety percent (90%) rate for all emergency dispatch response requests. This rate will be measured monthly and reported to County.
 1. Priority 1 - Life Threatening Emergency Responses (MPDS Echo, Delta)
 - a. City Limits of Cleburne - Contractor must arrive at the scene within 9:59 minutes at least 90% of the time and no response shall exceed 14:59 minutes.
 - b. Johnson County outside of the city limits of Cleburne - Contractor must arrive at the scene within 14:59 minutes at least 90% of the time and no response shall exceed 19:59 minutes.
 2. Priority 2 - Potential Life Threatening Responses
 - a. City Limits of Cleburne - Contractor must arrive at the scene within 9:59 minutes at least 90% of the time and no response shall exceed 14:59 minutes.

- b. Johnson County outside of the city limits of Cleburne - Contractor must arrive at the scene within 14:59 minutes at least 90% of the time and no response shall exceed 19:59 minutes.
- 3. Priority 3 - Non-Life Threatening Responses (MPDS Charlie, Bravo, Alpha, Omega)
 - a. City Limits of Cleburne - Contractor must arrive at the scene within 14:59 minutes at least 90% of the time and no response shall exceed 19:59 minutes.
 - b. Johnson County outside of the city limits of Cleburne - Contractor must arrive at the scene within 19:59 minutes at least 90% of the time and no response shall exceed 24:59 minutes.
- 4. Inter-facility Medical Transports from Texas Health Harris Methodist Hospital
 - a. Unscheduled non-emergency transfer (not scheduled 24 hours in advance) - Contractor shall place an ALS ambulance at the location within 60 minutes for 90% or greater of all unscheduled non-emergency transports. Call location is defined as the nurse's station at the transport request location.
 - b. Scheduled non-emergency transfer (scheduled at least 24-hours in advance) - Contractor shall place an ALS ambulance at the location on or before the scheduled pick up time for 90% or greater of all scheduled non-emergency transports. Call location is defined as the nurse's station at the transport request location.

It is expected that the Contractor will use industry best practices to predict and deploy resources to match demand and geography and meet the defined response time goals. Non-Emergency transports are secondary to the emergency ambulance service mission. In the event demand temporarily exceeds the available resources, non-emergency transports shall be temporarily suspended to ensure adequate emergency response capability and performance. Contractor will develop a process for maintaining emergency response coverage and suspending non-emergency service.

In the event non-emergency transfers are temporarily suspended, the designated administrator at Texas Health Harris Methodist Hospital and the ESD PSAP shall be immediately notified. In addition, the customer contact for all scheduled and unscheduled inter-facility transports affected shall be notified of the delay and provided a predicted time for pick up. Customers shall receive an update every 20 minutes until an ALS ambulance arrives to serve the customer request.

The Contractor shall produce a report for the service interruption describing the situation of the event, background of the system leading up to the event, the assessment of the cause, and a recommendation for reducing or eliminating a similar event in the future. The report will be submitted to the County with the monthly reporting.

- 5. Calculation of Response Times For all Classifications of Requests for Service. The response time shall be the elapsed time (measured to the

second) from the time "call received" to the time "arrival on scene". The time "call received" shall be from the second the Contractor's dispatch center is actually notified by the PSAP. The time "arrival on scene" shall be the time a fully equipped transport capable MICU ambulance arrives at the location of the patient or request for service and an ambulance crew notifies the dispatch center that it is fully stopped at the location where the ambulance crew will exit to approach the patient. First Responders and non-transport units do not constitute "arrival on scene" by the Contractor. Notwithstanding the above, Contractor's paramedic that is fully equipped to provide ALS care and prepare patient for transport as necessary, constitutes arrival on scene provided that a fully equipped transport capable of MICU arrives on scene within 9:59 minutes inside the city limits of Cleburne or within 14:49 minutes outside the city limits of Cleburne.

6. Upgraded, Downgraded, and Reassignment Requests. From time to time, special circumstances may cause changes in call priority classification. Response time calculations for determination of compliance with contract standards and penalties for non-compliance will be as follows:

Upgrade: If an assignment is upgraded, prior to the arrival on scene of the MICU ambulance (e.g. from Priority 2 to Priority 1), the Contractor's compliance and penalties will be calculated based on the shorter of:

- a. Time elapsed from call receipt to time of upgrade plus the higher priority response time standard, or
 - b. The lower priority response time standard.
7. Downgrades. If a caller or first responder on the scene reports information, which results in a downgrade of the dispatch classification from life threatening to potential life threatening, compliance will be calculated based on the priority 2 response time standard. If the downgrade requests occur after an ambulance has exceeded the priority 1 response standard, the priority 1 standard will apply. All downgrades will be reported in a monthly report including complete call details and downgrade justification. County has the right to accept or reject downgrade justifications.
 8. Reassignment Enroute. If an ambulance is reassigned enroute or turned around, prior to arrival on the scene (e.g. to respond to a higher priority request), the Contractor's compliance and penalties will be calculated based on the response time standard applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ALS ambulance on the scene from which the ambulance was diverted.
 9. Response Time Exemptions. The County understands that isolated instances may occur in which the Contractor does not meet the stated performance specifications. However, a chronic failure to comply with the

response time requirements may constitute default of the Agreement. The Contractor shall maintain mechanisms for reserve production capacity to increase service production should a temporary system overload persist.

From time to time, unusual factors beyond the Contractor's reasonable control may affect the achievement of specified response time standards. These unusual factors are limited to those noted below.

- a. Requests occurring during a period of unusually severe inclement weather conditions, unless weather was predicted sufficiently in advance that levels of preparedness should have been increased and such steps were not taken, when such response time compliance is either impossible or achievable only at a great risk to EMS personnel and the public.
- b. In the event of Mass Casualty Incident, all ambulances responding to the Mass Casualty Incident other than the first ambulance on the scene.
- c. Situations where the communications center receives false or inaccurate information or was unable to obtain adequate response information.
- d. Requests during a declared disaster within County and confirmed by the County, in which the Contractor is rendering assistance. During such periods, the Contractor shall use best efforts to maintain primary coverage, while simultaneously providing disaster assistance as needed.
- e. Request during times of unusually heavy call demand. Defined as four (4) active responses.
- f. In the event the ambulance response is delayed by a train blocking the roadway with no effectively alternative route, the ambulance will immediately communicate issue to dispatch. Response time will be paused until roadway is cleared and ambulance resumes travel.

Equipment failure, traffic congestion, ambulance failure, dispatch error, or other causes shall not be grounds for granting an exception to compliance with any response time standard. No other causes of late response time shall serve to justify exemption from response time requirements. However, the Contractor may appeal such instances to the County. Any appeals shall be filed with the County within ten (10) days of notification of the incident.

3.17 Response Time Reliability Failure.

- a. **Emergency Requests.** For every emergency request where Contractor exceeds response time requirements for the specific response area, the County may assess penalties of Twenty-Five Dollars (\$25) for each minute, which exceeds the response time requirements up to \$250 per call.

- b. **Non-emergency Transport Requests.** For every emergency request where Contractor exceeds response time requirements for the specific response area, the County may assess penalties of Ten Dollars (\$10) for each minute, or portion thereof, which exceeds the response time requirements up to \$130 per call.

Failure to achieve response time compliance in any two out of three or three out of six months shall be considered a breach of the performance contract. The County may either initiate a six-month performance improvement plan with the Contractor or initiate a competitive procurement for a new Contractor.

3.18 Safety. EMS provider, patient and public safety is most important to the County. Contractor shall have policies and procedures to address evidence-based safety issues like injuries, motor vehicle crashes, and fatigue. Contractor should have approaches to ensuring safe practices including how shift schedule policies encourage adequate recovery.

3.19 Transport Guidelines. The EMS Medical Director in collaboration with the County will develop patient transport policies. Ground is the primary method for ambulance transport in County. Patients will primarily be transported to the closest most appropriate emergency department. Ambulances may transport more than one patient in an ambulance when appropriate. Air medical transport from a scene shall only be used when a patient meets the North Central Texas Trauma Regional Advisory Council ("NCTTRAC") objective clinical criteria for time sensitive transport and the travel time by ground exceeds the total cycle time from helicopter request/notification to patient arrival at the trauma center. Contractor dispatch will request the closest, available air medical provider with the shortest elapsed time to definitive care. The EMS Medical Director in collaboration with the County will develop patient air medical transport policies. Air medical transports will receive 100% review and be reported to the County each month.

3.20 Clinical Operations. County wishes to provide evidence-based care reliably to the residents and visitors. Contractors shall provide safe and reliable clinical care.

3.21 EMS Medical Director. The Contractor will contract with a practicing emergency medicine physician to provide EMS medical direction in adherence to the rules and regulations of the Texas Department of Health Services.

Johnson County Emergency Services District and the Medical First Responder agencies all practice under the medical direction of a single EMS Medical Director. The Contractor is invited to explore contracting with the County EMS Medical Director for uniform physician advising.

- a. The EMS Medical Director should provide medical oversight to insure that the Contractor operates within the mainstream of the local healthcare system.
- b. At a minimum the EMS Medical Director should have appropriate training, certification and licensure; expertise in EMS systems; and expertise in the specific type of operation. Ideally, the Medical Director should be a fully qualified member of the Contractor's operational EMS team. The EMS Medical Director

- should have completed the National Association of EMS Physicians Medical Director Course or must complete the course in the next available offering.
- c. The EMS Medical Director and his or her designees should insure that a local standard of care is established and met. Such standards should coincide with all State of Texas statutes. This includes assuring that EMS personnel function within their defined scopes of practice, as established by their training and certification or licensure as outlined by Texas Department of Health Services.
 - d. It is the Contractor's responsibility to establish mutually agreed upon compensation for the services, availability and provision of necessary materials and resources, and liability coverage for duties and actions performed with the EMS Medical Director.
 - e. The EMS Medical Director shall ensure that the Contractor's clinical operating guidelines and standards of care match or exceed the protocols for ALS providers in Johnson County.
 - f. Evidence-based Protocols and operating guidelines shall adhere to minimum requirements Texas Department of Health Services. In addition, protocols and guidelines should adhere to the guidance in peer-reviewed position statements by professional organizations including the National Association of EMS Physicians and the National Association of State EMS Officials and reports like the Institute of Medicine's EMS at the Crossroads and the National Highway Traffic Safety Administration Office of EMS sponsored consensus reports (e.g. Culture of Safety).
 - g. The EMS Medical Director shall establish an objective, clinically appropriate policy for ground transport decisions and destinations and will use NCTTRAC policies for air medical transport decisions and destinations.

3.22 Clinical Training. The Contractor should provide details on how the following clinical standards will be ensured.

- a. All response personnel shall meet the minimal education and credentialing requirements as set forth by the Texas Department of Health Services in conjunction with the EMS Medical Director.
- b. EMT-Paramedics shall maintain current certifications in the following or acceptable equivalent:
 1. Advanced Cardiac Life Support
 2. Trauma life support certification such as:
 - a. Pre-hospital Trauma Life Support
 - b. Basic Trauma Life Support
 3. A pediatric emergency education program such as:
 - a. Pediatric Advanced Life Support
 - b. Advanced Pediatric Life Support
- c. Additional training in the following areas is desirable for all personnel:
 1. Patient Safety
 2. Multi-casualty/Disaster Response
 3. Dealing with difficult patients

4. Infection control
 5. Emergency vehicle driver operations
 6. Medical/Trauma call management and paramedic assist required for ambulance and first response)
- d. The Contractor may require additional levels of training and qualifications.

3.23 Clinical Leadership. On the scene of a medical call, in absence of the EMS Medical Director, the highest ranking paramedic on the transporting MICU ambulance is responsible and the clinical leader of patient care. In the event of a rescue, fire, extrication, or law enforcement incident involving a patient, the clinical leader shall coordinate with the highest ranking fire or law enforcement leader.

3.24 Clinical Care Reliability. The evidence-base for paramedic care is not robust. There is emerging consensus that paramedics may make a difference in several time sensitive conditions. While outcome data remains elusive, process data related to key processes for the core care pathways can be measured and improved. Contractor will track and report the following measures monthly and must achieve the performance standard within twelve (12) months of October 1, 2015.

1. Deteriorating Patient
 1. 90% of all adult patients receiving an early warning score assessment
 2. 90% of patients with an early warning score of 4 or greater are transported within 10 min of MICU Ambulance arrival
 3. 90% of patients with an early warning score of 4 or greater have early hospital notification
- b. ST-Elevation Myocardial Infarction (STEMI)
 1. 90% of patients with non-traumatic chest pain >35 years old, treated and transported by EMS who receive a pre-hospital 12 lead ECG
 2. 90% of suspected STEMI patients transported to a STEMI Receiving Center, with pre-hospital call received at EMS PSAP to Device (PCI) < 90 Minutes
- c. Stroke
 1. 90% of suspected stroke patients receive an evidence-based stroke scale assessment (FAST, Cincinnati, LA Stroke scale)
 2. 90% of suspected stroke patients receive a blood sugar assessment
 3. 90% of patients arrive at the designated stroke center within three hours of symptom onset
- d. Trauma
 1. 90% of trauma patients are assessed using the CDC Field triage Decision Scheme: The National Trauma Triage Tool
 2. 90% of patients with a positive vital sign/level of consciousness, anatomy of injury, or mechanism of injury are transported to a trauma center.
 3. 90% of non-entrapped patients with a positive vital sign/level of consciousness, anatomy of injury, or mechanism of injury should be

- transported within 10 min of MICU Ambulance arrival
- e. Sudden Cardiac Arrest
1. 90% of cardiac arrests identified by MPDS receive pre-arrival CPR instructions
 2. Reported only:
 - Percentage of out-of-hospital cardiac arrest receiving bystander CPR
 - Percentage of witnessed, out-of-hospital ventricular tachycardia/ventricular fibrillation cardiac arrest patients with return of spontaneous circulation at emergency department handover.
 - Percentage of witnessed, out-of-hospital ventricular tachycardia/ventricular fibrillation cardiac arrest patients discharged alive.

Clinical performance measures will be reported to the County on a monthly basis. Data will be reported in National Emergency Medical Services Information System ("NEMSIS") statistical process control charts and reported to NCTTRAC.

3.25 Penalties for Failure to Comply.

- a. The County may assess penalties for failure to comply with the requirements of this Agreement. Contractor may appeal decision to assess penalties to the County in writing within 10 days of notification of assessment. Penalties may be withheld from any subsidy or invoiced to Contractor as an assessment. Assessments must be paid within 60 days of assessment, regardless of appeal date.
- b. In the event Contractor fails to comply with any of the terms of this Agreement, the County may issue the Contractor a written warning describing such failure. Should Contractor's noncompliance continue after receipt of such warning, the County may deduct penalties from any subsidy, if applicable, or assess a penalty that is payable within sixty (60) days of notification, in the amount of One Hundred Dollars (\$100) for each day Contractor remains in noncompliance following receipt of the written warning. Should the noncompliance continue for more than five (5) consecutive days, the County may increase penalties to Two Hundred Fifty Dollars (\$250) for each additional day Contractor remains in noncompliance.

3.26 Provisions for Default and Early Termination. This Agreement should result in a high level of performance and reliability. Mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. Determination of default will be the responsibility of Johnson County Commissioners Court; however an oversight committee may be appointed to monitor contract compliance, consider performance exceptions, levy penalties, consider other matters as assigned and make recommendations to Johnson County Commissioners Court. Contractor will be notified in writing if a default condition exists, and will be given thirty (30) days to correct. Failure to correct the default condition will be considered a breach of contract subject to early termination of this Agreement. Default conditions include, but are not limited to, the following.

- a. Failure of the Contractor to operate the system in a manner consistent with Federal, State and Local laws, rules and regulations.
- b. Intentionally supplying the County with false or misleading information with regard to records, documents, dates or time kept for the purpose of determining Contractor's performance under the terms of this Agreement. Upon detection of accidental/unintentional error, the County shall be notified immediately and supplied with corrections.
- c. Failure of the Contractor, its employees, its agents, or its representatives to conduct themselves in a professional and courteous manner and including professional appearance.
- d. Failure of the Contractor to provide to the County data generated in the course of operations, including, but not limited to, patient report data, response time data, and financial data as specified in this Agreement.
- e. Failure of the Contractor to assist the County in its take over after the declaration of a breach of contract has been declared by Johnson County Commissioners Court.
- f. Failure to substantially and consistently meet or exceed the various clinical standards provided for in this Agreement.
- g. Failure of the Contractor to maintain equipment in accordance with manufacturer or industry maintenance practices.
- h. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by custodian, receiver or trustee for a substantial part of its property; or commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute.
- i. Chronic failure of the Contractor to meet response time requirements as set forth in this Agreement. Chronic failure shall be defined as failure to meet the minimum response time requirements as noted in this Agreement for any part of the EOA for any two (2) of three (3) consecutive monthly reporting periods.
- j. Chronic failure of the Contractor to meet any performance requirements of this Agreement. Unless where otherwise specifically indicated, chronic failure for this purpose shall be defined as failure to meet any performance requirement three times in a six-month period.
- k. Failure to furnish key personnel of quality and experience
- l. Failure to submit scheduled or ad hoc reports, or other information
- m. Failure of the Contractor to maintain insurance requirements or provide timely notification of policy changes
- n. Any other failure of performance required in this Agreement which is determined to constitute an endangerment to public health and safety, or not be in the best interest of the County.
- o. Failure of the Contractor to pay penalties within 60 days of notification of assessment.
- p. Failure to maintain any type of license, permit, or certification required by law in order to fulfill the requirements of this Agreement or in order to avoid fines and penalties imposed by law.

- q. Persistent and repeated failures of Contractor to comply with any of the performance requirements may be considered a condition of default.

3.27 Declaration of Major Default and Transfer of Service. In the event County determines that a major default has occurred, and if the nature of the default is, in the opinion of County, such that public health and safety are endangered, Contractor shall be given written notice specifying the particular complaints and identifying them as appropriate by date, place, etc. with a reasonable opportunity to correct said deficiency. In the event Contractor fails to correct said deficiency within a reasonable period of time, Contractor may thereafter be found to be in default as set forth in Section 3.27. In such event, Contractor shall cooperate completely and immediately with County to affect a prompt and orderly transfer to County of Contractor's and County's responsibilities as set forth in Section 3.27. County's exclusive remedy for defaults described hereunder shall be termination of this Agreement and transfer of services as described herein. Except as provided in Section 4.02, in no event will Contractor be liable for monetary damages or other direct, indirect incidental or consequential damages, whether arising in contract or tort.

3.28 Major Default. Such transfer of responsibilities shall be affected within 72 hours after such finding of major default by County and at the conclusion of the 72 hours Contractor would have no further contractual obligations except as explicitly stated in Section 3.30.

3.29 Default not Dangerous to Public to Public and Safety. If County declares Contractor to be in major default on grounds other than performance deficiencies dangerous to public health and safety, Contractor may dispute and legally resolve County's claim of major default prior to transfer of Contractor's operations by County.

3.30 "Lame Duck" Provisions. Should Contractor be found to be in Major Default or fail to prevail in a future procurement cycle, County shall obviously depend upon Contractor to continue provision of all services required under this Agreement until the new contractor assumes service responsibilities. Under these circumstances, Contractor would, for a period of several months, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of this Agreement throughout any such "lame duck" period, the following "lame duck" provisions shall apply:

Throughout such "lame duck" period, Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to a competing firm;

Contractor shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting service and operating costs to maximize profits during the final stages of this Agreement.

Johnson County recognizes that, if a competing firm prevails in a future procurement cycle, Contractor may reasonably begin to prepare for transition of service to the new contractor during the "lame duck" period, and County shall not unreasonably withhold its approval of Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not

impair Contractor's performance during the "lame duck" period.

3.31 **Reports.** Contractor agrees to develop a report format for all reports to be provided to County under this Agreement and submit that report format to County for approval prior to the Effective Date of October 1, 2015. During the term of this Agreement, any change of a report format previously approved by County shall be submitted to County for approval. Contractor further agrees to submit any report due under this Agreement by the twentieth (20th) day of the month in which the report is due so that said report may be on the Commissioners Court agenda the following month.

ARTICLE IV INSURANCE REQUIREMENTS AND INDEMNIFICATION

4.01 **Insurance.** Contractor agrees that for the Initial Term, the Renewal Term, and any extensions thereto, the insurance as shown herein will remain in effect and shall name Johnson County as a co-insured. Contractor shall provide evidence of ability to meet all requirements described in this section.

Any program of self-insurance risk employed by the Contractor shall be subject to prior approval and on-going monitoring by County and its legal counsel. All policies must waive subrogation rights. Current copies of all policies and Certificates of Insurance must be on file at the County at all times during this contract. The following coverage will be required:

- a. Commercial and Comprehensive Liability:
 - \$1,000,000.00 CSL BI & PD per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal/Advertising Injury
- b. Automobile Liability
 - \$1,000,000.00 each accident Combined Single Liability
 - \$1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability
- c. Excess Liability Insurance Umbrella
 - Excess liability insurance umbrella policy providing two million dollars (\$2,000,000.00) coverage per occurrence, and four million (\$4,000,000) annual aggregate coverage in excess of all other liability policies prescribed herein
- d. Professional Medical Liability
 - Professional Medical Liability insurance in an amount no less than one million (\$1,000,000.00) for each claim.
- e. All non-owned, hired and all vehicles used by Contractor with a combined single limit of n \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

- f. Worker's Compensation as required by statute - V.T.C.A, Labor Code, Chapter 401 et.seq.
- g. Other Insurance Provisions: Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to the County.
- h. Acceptability of Insurers: Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.
- i. Verification of Coverage: Contractor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

4.02 Indemnification. Contractor covenants and agrees that it will indemnify and hold harmless County and each Member Jurisdiction and their officers and employees, from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Contractor during the performance of this Agreement, except that neither Contractor, nor any of their subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of County, or any Member Jurisdiction or any of their officers, agents, representatives or employees. In no event will the entities participating on the Contractor's board of directors, including but not limited to: Methodist Health Systems of Dallas, Texas Health Resources, Baylor Healthcare System, Parkland Health and Hospital System, JPS Health Network, and their affiliates and assigns be liable for any damages arising from or relating to the services provided by Contractor under this Agreement.

ARTICLE V CONSIDERATION

5.01 Consideration. The consideration hereunder shall be an award of exclusive market rights to Contractor of the Contract Service Area as described in Section 1.06 for the Initial Term of the Agreement and any Renewal Term, and the paramedic care and ambulance service provided to County in the Contract Service Area. The Parties agree and understand that County is not obligated to pay any cost sharing amounts or provide any subsidy amounts to Contractor for the Initial Term or any Renewal Term of the Agreement and therefore a Cost Sharing Schedule is not applicable to this Agreement.

**Article VI
SUBSCRIPTIONS**

6.01 **Subscriptions.** Contractor agrees to provide and County agrees to purchase a CareFlite Ambulance Membership for each of its employees at a cost of \$10.00 per employee per year for the plan years of October 1, 2015 through September 30, 2019 and the following three (3) years terminating on September 30, 2022 provided this Agreement is renewed per Article VII, Section 7.02 below. County agrees to pay the total sum of \$10.00 times the number of County employees as of October 1, 2015 in order to comply with the State regulations governing membership programs and with which regulations the parties agree to comply.

The terms and conditions of CareFlite's Ambulance Membership Program are as described on the Ambulance Membership Agreement with the exception of the price, which the parties hereto have agreed shall be \$10.00 each per employee per year. Each membership covers the entire household provided the other family members are listed on the application form. If an employee has more than three additional family members, they may be listed on a separate sheet and attached to the application. Front and back copies of each employee's insurance card should be attached to each application. Employees who do not complete and submit the application will not be members. It shall be the County's responsibility to insure that its employees and officials complete and submit the application paperwork. Blank membership applications may be copied as needed.

The Parties agree that any employee who leaves the County's employment during any plan year shall retain their CareFlite Ambulance Membership for the duration of that plan year. Employees hired subsequently by the County during the plan year shall be included in this program for the duration of the plan year effective their first date of employment provided a completed membership application is submitted to Contractor within 30 days of the first date of employment. Contractor shall invoice County on October 15th for the total number of County employees as of October 1st each plan year. Contractor shall bill County quarterly for the membership for employees hired subsequent to October 1st each year.

Employees enrolled in the prior year shall not be required to re-enroll. Any changes in family members living within the household shall be reported within 30 days of the change.

The Parties agree and understand that Contractor has the right and is authorized to sell subscriptions to its CareFlite Ambulance Membership Program to the general public.

**ARTICLE VII
TERM AND RENEWAL**

7.01 **Term of Agreement.** The initial term of this Agreement shall be four (4) years, commencing at midnight, October 1, 2015 and ending at midnight, September 30, 2019 (referred to as the "Initial Term").

7.02 **Renewal Term.** This Agreement may be extended by the mutual agreement of the Parties for additional periods of up to three (3) years (referred to as the "Renewal Term") at the end of the Initial Term unless either of the Parties shall give written notice to the other of its desire that this Agreement not pass into a succeeding Renewal Term but shall terminate at the end of the then current term. Such notice of termination shall be received one hundred and eighty (180) days prior to the end of the then current term.

ARTICLE VIII GENERAL PROVISIONS

8.01 **Statute of Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, and as may be amended.

8.02 **Immunity.** The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

8.03 **Officers not to Benefit.** No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the Contract Service Area is situated who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

8.04 **Public Information.** The Parties understand and agree that County is a governmental entity and is subject to the Texas Government Code §552.001 *et seq.*, and as may be amended (the "Public Information Act"). Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Johnson County whether or not the same are available to the public. It is further understood that Johnson County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Johnson County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any items or data furnished to Johnson County by Contractor in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

8.05 **Compliance with State and Federal Law.** It is understood and agreed that services and products provided under this Agreement shall be provided in accordance with all applicable state and federal laws. Execution of the Agreement by Contractor certifies compliance with all terms,

provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this Agreement, and will not discriminate against any client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

8.06 Arbitration. It is understood and agreed that the Parties will not be subject to arbitration.

8.07 Binding Nature. This Agreement will not be binding upon the Parties until it is approved and executed by both Parties. Upon the approval and signature of both Parties this Agreement will be a binding and enforceable Agreement.

8.08 Invalidity and Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the validity of the remaining provisions of this Agreement shall not in any way be affected thereby. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and corrected in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

8.09 Counterparts. This Agreement may be executed in multiple counterparts. Each of which will be deemed to be an original and all of which will constitute one Agreement. This Agreement shall be fully executed when all of the Parties have executed an identical counterpart, notwithstanding that all signatures may not be on the same counterpart.

8.10 Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement.

8.11 Terminology and Definitions. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neutral gender, will include all other genders; and the singular will include the plural and the plural will include the singular.

8.12 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement shall be deemed to be performable in Johnson County, Texas. Venue for any action or claim arising out of this Agreement will be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas.

8.13 Notices. All notices shall be in writing and shall be sent via certified mail, return receipt requested, private carrier (such as Federal Express or airborne), to the following addresses.

County: Attn: Johnson County Judge Roger Harmon
 Johnson County Courthouse
 2 North Main Street
 Cleburne, Texas 76033
 Telephone: 871-556-6360

Contractor: Attn: James C. Swartz
CareFlite
3110 S. Great S.W. Parkway
Grand Prairie, Texas 75052
Telephone: 972-339-4200

8.14 Non-Discrimination. This Agreement shall at all times provide the service required hereunder in compliance with all laws with respect to nondiscrimination in hiring, promotion or pay of employees. No person will be subjected to discrimination on the grounds of race, sex, age, color, religion or national origin.

8.15 Third Party Rights. The provisions of this Agreement are for the sole benefit of the Parties hereto and will not be construed as conferring any rights on any other person.

8.16 Entire Agreement. This Agreement incorporates all of the agreements, covenants and understandings between the Parties thereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement. Each party acknowledges that it was represented by competent counsel or its own choosing regarding the negotiation and execution of this Agreement.

8.17 Amendment. No changes to this Agreement shall be made except upon written agreement by both parties. This Agreement may be amended by a written agreement signed by the Johnson County Judge, and the Chief Executive Officer, any Executive Officer, Managing Director or Executive Director of Contractor.

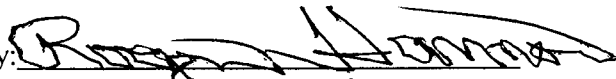
8.18 Force Majeure. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from the acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any other similar cause beyond the reasonable control of either Party.

8.19 Assignment by Contractor. The rights and/or obligations of this Agreement may not be assigned, delegated, transferred, conveyed or sold by Contractor without the prior written consent of County (such consent not to be reasonably withheld), except that Contractor may, in its sole discretion, assign, delegate, transfer, convey or sell its rights and/or obligations to a parent, subsidiary or affiliate or as part of a corporate reorganization of Contractor.

8.20 Execution Authority. By his or her signature below, each signatory individual certifies that he or she is the properly authorized agent or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement.

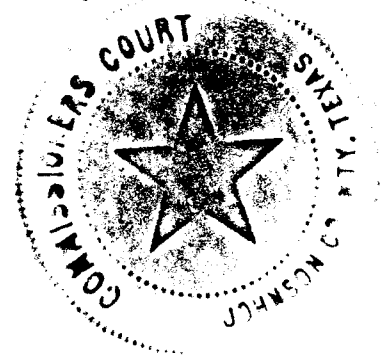
COUNTY

By: 
Roger Harmon, County Judge

Date: 6/22/15

Attest:

By: 
Becky Ivey, County Clerk

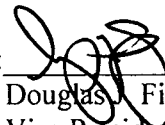


CONTRACTOR

By: _____
James C. Swartz
President & CEO

Date: _____

or

By: 
Douglas Fiibert
Vice President Ground Operations

Date: 6/22/15

EXHIBIT A

CareFlite Charges
As of 4/29/2015

BLS Non-emergency	\$872.00
BLS Emergency	\$1,191.00
BLS Mileage	\$29.00
BLS Assessment w/Disposables	\$159.10
ALS -1 Emergency	\$1,574.00
ALS -1 Non-emergency	\$1,101.00
ALS Mileage	\$29.00
ALS Assessment w/Disposables	\$261.30
ALS-2	\$2,103.00
Critical Care	\$6,759.00
Critical Care Mileage	\$58.00
Oxygen	\$76.60