

## *County of Panola*

110 S. Sycamore • Room 216-A  
Carthage • Texas 75633  
Phone 903-693-0391 • Fax 903-693-2726

*County Judge*  
Lee Ann Jones

*County Commissioners*  
Ronnie LaGrone, Pct. #1  
John Gradberg, Pct. #2  
Craig Lawless, Pct. #3  
Dale LaGrone, Pct. #4

August 7, 2018.

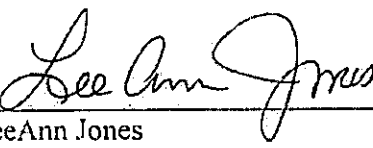
Liberty Mutual Insurance Companies  
10045 Red Run Blvd., Suite 370  
Owings Mills MD 21117

RE: Bond No. 5698235  
Carthage Hospital, LLC d/b/a UT Health Carthage  
f/k/a East Texas Medical Center Carthage

To Whom It May Concern:

This letter confirms that Panola County, Texas releases Safeco Insurance Company of America, its parents, affiliates and subsidiaries from future liability under bond no. 5698235 as of August 7, 2018.

Sincerely,

  
\_\_\_\_\_  
LeeAnn Jones  
Panola County Judge

## CONTINUATION CERTIFICATE

The Safeco Insurance Company of America (hereinafter called the Surety) hereby continues in force its Bond No. 5698235 in the sum of One Million Dollars and 00/100 (\$1,000,000.00) Dollars, on behalf of East Texas Medical Center Carthage in favor of Panola County, Texas subject to all the conditions and terms thereof through December 1, 2018 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 9<sup>th</sup> day of October, 2017.

Safeco Insurance Company of America  
Surety

By: Stephanie Gunderson  
Stephanie Gunderson, Attorney-in-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7434653

First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Flora McClellan, John A. Martinez, Kristin Darling, R. F. Babo, Stephanie Gunderson, Timothy E. Kelly

all of the city of Houston State of TX, each individually if there be more than one named, its sole and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations; in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the Secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or officers of the Companies and the corporate seals of the Companies have been affixed hereto this 29th day of July, 2017.



First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY.

On this 29th day of July, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, executes the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notary Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Montgomery County Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other officer of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of October, 2017.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call  
1-810-832-9240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,  
currency rate, interest rate or residual value guarantees.

Obligee PANOLA COUNTY, TEXAS  
Street PANOLA COUNTY COURTHOUSE  
City CARTHAGE State TX Zip 75633  
Desc ANNUAL PERFORMANCE BOND

Eff 12 - 1 - 00 Exp 12 - 1 - 2001 Term 12 - 1 - 2001 Incp 12 - 1 - 97  
Company S Bond Type MS Renl Mthd 3 Form S - 1227 Canc Days \_\_\_\_  
Div DAL Agent 37 - 2034 Acct CG23 Stmt Code \_\_\_\_  
Rating State TX Tax Auth \_\_\_\_ Coll \_\_\_\_  
Class/Code1 558 - 01 Bond Amt 1,000,000 Rein A - \_\_\_\_ Claim \_\_\_\_  
Contract Amt \_\_\_\_ Perf Amt \_\_\_\_ Pay Amt \_\_\_\_ TOC \_\_\_\_  
Class/Code2 \_\_\_\_ - \_\_\_\_ Bond Amt2 \_\_\_\_ Joint Venture % \_\_\_\_  
Attorney \_\_\_\_  
Remark \_\_\_\_  
Tran Note \_\_\_\_  
Product Line Indicator: CML Premium Waiver: \_\_\_\_ Schedule? N  
Next: Men(U);(E)xec;(M)ods;(R)ate;(T)ran;(A)cct Use paging keys thru bond info  
Screen \_ Bond \_ - \_ Acct \_ I/X \_ S/M \_ Switch to \_

*Other agent*

### **Assignment of Contract for Paramedic Ambulance Services**

This Assignment of Contract for Agreement for Ambulance Services (the "Assignment") is made by and between Panola County, Texas ("County"), East Texas Medical Center, d/b/a East Texas Medical Center Emergency Medical Service ("ETMC EMS") and Bluebird Medical Enterprises, LLC d/b/a Allegiance Ambulance ("Allegiance").

County and ETMC EMS are parties to the Contractual Agreement for Ambulance Service dated January 1, 1992 and the Modification of Contractual Agreement for Ambulance Service dated September 10, 2001 (collectively, the "Contract"), a copy of which is attached as Exhibit A. Unless otherwise noted, all capitalized terms used in this Assignment have the meaning assigned to them in the Contract.

ETMC EMS wants to assign the Contract to Allegiance. Allegiance is willing to accept the assignment of the Contract from ETMC EMS, and County approves the assignment of the Contract from ETMC EMS to Allegiance, subject to the terms of this Assignment.

For adequate consideration, the parties agree as follows:

1. **Assignment.** ETMC EMS assigns all of its rights, duties and obligations under the Contract to Allegiance, and Allegiance accepts and agrees to perform all the rights, duties and obligations of ETMC EMS under the Contract. County consents to the assignment from ETMC EMS to Allegiance as County required by Section 15 of the Contract. Effective June 8th, 2015, Allegiance will be substituted in place of ETMC EMS in the Contract, and ETMC EMS will be released from any further obligation under the Contract.

2. **Indemnification.** Allegiance EMS covenants and agrees that it will indemnify and hold harmless ETMC EMS and its officers and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney's fees and related expenses, arising out of any act, action, neglect or omission by Allegiance relating to the performance of its obligations under the Contract, except that neither Allegiance, nor any of its sub-contractors or assignees will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of ETMC EMS or its officers, agents, employees or other representatives.

ETMC EMS covenants and agrees that it will indemnify and hold harmless Allegiance and its officers and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney's fees and related expenses, arising out of any act, action, neglect or omission by ETMC EMS relating to the performance of its obligations under the Contract, except that neither ETMC EMS nor any of its sub-contractors or assignees will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of Allegiance or its officers, agents, employees or other representatives.

3. **Amendment of Contract.** The referenced sections of the Contract are amended as follows:

The following is added to Section 7(H):

Allegiance specifically represents, warrants, agrees, and acknowledges that it shall perform and operate to all of the standards and requirements identified in the Contract.

Allegiance also represents and agrees to provide properly trained personnel, high quality equipment, and excellent service and treatment in accordance with the Contract. These are material representations and agreements, and they are relied upon by County in accepting this Assignment to Allegiance.

Any required notice under the Contract will be sent to:

Allegiance Ambulance  
501 S. Austin Street, Suite 1310  
Georgetown, Texas 78626

4. Ratification. Except as expressly set forth in this Assignment, the Contract is ratified and reaffirmed by City and ETMC EMS.

Dated: May 26, 2015

EAST TEXAS MEDICAL CENTER, d/b/a  
East Texas Medical Center Emergency Medical  
Service

PANOLA COUNTY, TEXAS

By:   
NEAL J. FRANKLIN, General Manager

By:   
LEANN JONES, County Judge

BLUEBIRD MEDICAL ENTERPRISES, LLC d/b/a  
Allegiance Ambulance

By:   
RICKY POWELL, President