

Agreement for Ambulance Service

By and Between

Panola County, Texas

And

ETMC EMS d/b/a

UT Health East Texas EMS

Agreement for Ambulance Services

This Agreement for Ambulance Services ("Agreement") is signed on the date indicated beneath each party's signature line, but is effective as of June 28, 2023 (the "Effective Date"), by and between Panola County, Texas ("County") and ETMC EMS d/b/a UT Health East Texas EMS ("UT EMS"). County and UT EMS are sometimes collectively referred to herein as the "Parties."

Recitals

WHEREAS, the County is responsible for regulating advanced life support and basic life support providers within contractual service areas, and for authorizing the provision of ALS and BLS response and transport within these areas; and,

WHEREAS, the County has determined that it is the best interest of its citizens' and visitors' health, safety and welfare to engage with an exclusive provider of ambulance services that is a clinically sophisticated, experienced full service ambulance provider; and,

WHEREAS, UT EMS is an experienced full service ambulance provider that is clinically sophisticated, responsive and capable of providing pre-hospital and additional out of hospital services, and is CAAS accredited and which operates an ACE communications center that meets the County's clinical and performance requirements; and,

WHEREAS, the County provides a vital and robust Fire Department First Responder program that employs First Responders and contributes to the overall success of pre-hospital service; and,

WHEREAS, UT EMS recognizes the important role the Fire Department's First Responder program and shall rely upon the County's First Responders to initiate medical care prior to the arrival of UT EMS; and

WHEREAS, County wishes to designate UT EMS as the exclusive provider for ambulance treatment and transport and allow UT EMS to operate within all areas of the County limits.

NOW, THEREFORE, for in consideration of the promises and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agree as follows:

Section 1 - Definitions

Advanced Life Support ("ALS"): means prehospital care that uses invasive medical acts.

Basic Life Support ("BLS"): means prehospital care that uses noninvasive medical acts.

First Responder: refers to that service and those units which provide initial stabilization and trained assistance on-scene and, when required, enroute to medical facilities, as well as certain extrication and rescue services. In accordance with Medical Priority Dispatch System protocols, a First Responder unit is routinely sent to all presumptively classified life-threatening emergency calls within Panola County.

Medically Necessary: means when a patient's condition is such that use of any other method of transportation is contraindicated or may endanger the patient's health.

Medical Control Board means that board of physicians established by UT EMS and empowered to update and monitor compliance with the System Standard of Care. The Medical Control Board physicians shall be comprised of emergency department physicians appointed by the hospitals in the UT EMS service area along with the UT EMS Medical Director.

Community Paramedic ("CP") means the provision of healthcare using patient centered mobile resources in the out of hospital environment. It may include, but is not limited to, services such as providing telephone advice to 9-1-1 callers instead of deployment of resources, community paramedic care, chronic disease management, preventive care, post discharge follow-up, alternative transport or referral to a broad spectrum of appropriate care, not limited to hospital emergency departments.

Public Safety Answering Point ("PSAP"): means Public Safety Answering Point and is an ancillary service in the 911 system.

System represents a collaborative effort between the County and other stakeholders to assure for the timely and efficient response to emergency medical calls, and for high quality patient outcomes.

System Standard of Care means the compilation of all Medical Priority Dispatching System protocols, including but not limited to triage and Pre-Arrival Instruction, MIH, protocols for selecting patient destination, standards for certification of prehospital care personnel, as well as standards governing requirements for on-board medical equipment and supplies, healthcare providers and first responder agencies. The System Standard of Care shall simultaneously serve as both a regulatory and contractual standard. Updates will be made from time to time as required and those updates will be communicated to First Responders.

Surface Ambulance Services ("Services"). Any transportation service for hire which is required to be licensed by Texas Department of Health and Human Services Tex. H&S Code Ann. §§ 773, Tex, Admin. Code § 157.11

Section 2 - Engagement

The County hereby engages UT EMS to be the exclusive provider of all Surface Ambulance Services which originate within Panola County, Texas. UT EMS will provide the services herein in accordance with the terms of this Agreement.

Section 3 - Scope of Services

3.1 Surface Ambulance Services

UT EMS shall be exclusively responsible for furnishing Surface Ambulance Services for all residents and other persons physically present in the County limits. UT EMS shall provide Services in accordance with

the terms and conditions of this Agreement. Such Services shall be provided at the level as determined by Medical Priority Dispatch System protocols. Services include, but are not limited to:

- a. Providing emergency ambulance and paramedic services at ALS level of service.
- b. Providing nonemergency ambulance transports (ALS and BLS).
- c. Responding to 9-1-1 calls and other emergency requests made through the County's PSAP and other sources.
- d. Providing care and/or transportation to patients within the UT EMS system.
- e. Providing care and/or transport to patients who require "Medically Necessary" ambulance services.
- f. Ensuring that the Services are available on a 24/7/365 basis.
- g. Ensuring that Medically Necessary ambulance services are provided without regard to the patient's ability to pay and ensuring that all Services are provided without regard to any illegally discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, or sex.
- h. UT EMS agrees to provide emergency medical services and/or transportation for Panola County and City of Carthage employees and all first responder personnel who require emergency medical services during the course and scope of their duties with Panola County or City of Carthage at no charge to the individual or the City or County.
- i. UT Health shall provide EMS standby coverage for city/county sponsored events if requested, including Carthage High School varsity football games and Panola College special events at no charge to the school or county.

3.2 Full Service Tiered System

All ambulances utilized to provide Services shall be staffed, equipped, and licensed with the State of Texas. All paramedics engaged by UT EMS to provide Services will be state certified and certified in Trauma Life Support and Advanced Cardiac Life Support. Advanced Life Support ("ALS") units will be staffed with at least one (1) paramedic and one (1) EMT. Basic Life Support ("BLS") units will be staffed with two (2) EMTs. The System may also include Community Paramedic services managed by UT EMS. Each 9-1-1 ambulance will be staffed with at least one paramedic and one EMT.

3.3 Nature of Commitment

UT EMS will staff the necessary ALS and BLS ambulances to meet response-time standards as set forth in this Agreement. UT EMS will staff three (3) ambulances seven (7) days a week and will not let the county go below one (1) ambulance at any time. In the event of high call volume or disasters, UT EMS will utilize its larger EMS system to backfill Panola County with additional EMS resources.

UT EMS will hold quarterly meetings with Court designated representatives to review monthly reports and address any concerns.

UT EMS will make all reasonable efforts to keep the same crews assigned to Panola County for consistency purposes with local first responders.

3.4 Equipment and Facilities

UT EMS shall provide all equipment, facilities and medical supplies required for its performance of the Services.

However, any equipment provided by Panola County for use by UT Health EMS remains property of the County and must be returned upon request from the County. The County is responsible for the maintenance and replacement of such equipment, as necessary.

3.5 Subscription Membership Program

3.5.1 Basic Objects of the Program

UT EMS will offer for sale to residents of the County, an ambulance service membership program which will allow residents to receive a fixed-price and prepaid ambulance service for all uninsured portions of Medically Necessary services.

3.5.2 Legal Obligations

This program, if offered, shall meet the obligations imposed upon it by the State of Texas, and shall recognize that certain federally imposed statutes require exclusion of Medicaid patients from participation in such a program.

3.6 Professional Conduct/Courteous Service

The County expects and requires professional and courteous conduct at all times from UT EMS personnel.

3.7 Indemnification and Insurance

UT EMS shall indemnify and defend the County and their respective agents and employees from all third party claims, actions, costs, debts, damages or suits arising from any breach of this Agreement by UT EMS, or from any negligent or unlawful act by UT EMS in the performance by EMS of their duties pursuant to this Agreement, and from all related costs, legal fees, expenses and other liabilities incurred in connection with such claims, actions or lawsuits.

3.7.1 Independent Contractor

It is expressly understood and agreed by all parties hereto that UT EMS is an independent contractor in its relationship with Panola County. Nothing herein contained shall in any manner at any time be construed to: (1) effect an agreement of partnership or joint venture, or (2) render any party hereto the employee or master of any other party and/or its employees, agents or representatives.

3.7.2 Insurance

During the Term of the Agreement, UT EMS shall maintain insurance with respect to the Services as specified below. UT EMS shall furnish the County with a Certificate of Insurance indicating that the types and amounts of insurance required hereunder are in full force and effect. Nothing in this Section shall be deemed to prohibit the use of a program of "self-insurance." Insurance coverage shall meet the following minimum requirements:

3.7.3 Worker's Compensation

Worker's Compensation Insurance shall be maintained if and as required by the Laws of the State of Texas.

3.7.4 Commercial General Liability

Commercial general liability insurance shall be maintained in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limits for all claims resulting from bodily injury (including death) and/or property damage. The County will be named as an additional insured on the commercial general liability policy for the scope of this Agreement only and shall be endorsed with a waiver of subrogation in favor of Panola County.

3.7.5 Automobile Liability

Uninsured Motorist

Uninsured/underinsured motorist coverage, covering all automobiles and including all owned, hired or leased vehicles in an amount equal to or greater than the minimum liability limits required by law.

Employer's Non-Owned Auto Coverage

Employer's non-owned liability in an amount equal to the liability limits set forth in subsection 3.7.3.

3.7.6 Ambulance Liability

A policy covering ambulance operations liability to a limit set forth in subsection 3.7.3.

3.7.7 Malpractice

Malpractice insurance in an amount not less than one million dollars (\$1,000,000) per occurrence per twelve month period.

3.7.8 Excess Liability Insurance Umbrella

Excess liability insurance umbrella policy providing two million dollars (\$2,000,000) coverage per occurrence per twelve month period, and four million dollars (\$4,000,000) annual aggregate coverage in a twelve period in excess of all other liability prescribed herein.

3.7.9 "Occurrence" Form Required

All coverage furnished hereunder shall be written on an "occurrence" basis, provided that a combination of "claims made" coverage and "extended reporting endorsement" (or "tail coverage") or continue in full force and effect the same level of liability insurance coverage on a claims made basis for the longest statute of limitations for acts committed by UT EMS has expired.

3.10 Selection of Patient Destination

- a. Established protocols for selection of patient destination shall be strictly followed by healthcare personnel and on-line medical control physicians, except when a departure from protocol is justified on the basis of special consideration of patient care or practical barriers to implementation (e.g., blocked roadway, hospital divert status, etc.) This Agreement is entered in to by both parties pursuant to a mutual assumption that transport protocols approved by the Medical Control Board shall strictly adhere to the following priorities of consideration and shall recognize these priorities in the sequence

presented: (1) First Consideration: patient care and safety; (2) Second Consideration: patient/family choice; and (3) Third Consideration: appropriate distribution of patients among hospitals during a mass casualty incident. Accordingly, the following guidelines shall apply: When a patient is in an emergent condition, transport shall be to the nearest appropriate hospital capable of furnishing the required level and type of care for the patient's illness or injury.

- b. When the patient is in a non-emergent condition, transport shall be to the destination selected by the patient, the patient's family, or the patient's physician, except for destinations that may have diversion status at the time of transport and provided that the patient's destination is appropriate as determined by UT EMS.

3.11 Patient Billing

UT EMS will bill patients for services rendered by UT EMS under this Agreement. Billing will be reasonable and at usual and customary market rates and will be made available to the County upon request. Billing for services will comply with all rules and regulations associated with providing services for recipients of Medicare, Medicaid and other federal and state funded programs.

3.12 Disaster Assistance

During a declared disaster, locally or in a neighboring jurisdiction, the normal course of business under this Agreement shall be interrupted from the moment the disaster occurs. Local disaster declaration within the County will be made by the County Emergency Manager or his/her designee.

- a. Disaster Assistance. Upon notification of a disaster, UT EMS shall commit such resources as are necessary, appropriate, and available, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster occurred. Upon activation of the EOC for the Panola County UT EMS will provide a representative with decision making authority to be present.

- b. Non-Disaster Assistance During Disaster Periods. During declared disaster periods, UT EMS shall use reasonable efforts to continue to provide normal emergency coverage throughout the County and shall suspend non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension. UT EMS shall be released from response time performance requirements until notified by the County Emergency Manager or his/her designee that disaster assistance may be terminated.

- c. Resumption of Normal Operations. When disaster assistance has been terminated, UT EMS shall resume normal operations as rapidly as practical considering exhaustion of personnel, need for restocking and other relevant considerations.

Section 4 – Response Time

4.1 Response Time Reliability

UT EMS will maintain Response Times as set forth below. Such response times will be computed on a monthly basis and reported in fractile tables within two (2) weeks of the end of each month. Response times may be met by arrival of an ambulance at the indicated level of service or the arrival of a paramedic in a vehicle with paramedic-level supplies. Life-Threatening and Non-Life-Threatening calls will be computed together and must meet 90% monthly compliance.

- a. Emergency Requests within the City limits of Carthage: Response time shall be less than 8 minutes and 59 seconds on not less than 90% of all life-threatening emergency response request and 12 minutes and 59 seconds on not less than 90% of all non-life-threatening calls.
- b. Emergency Requests within Panola County outside the City limits of Carthage: Response time shall be less than 15 minutes and 59 seconds on not less than 90% of all life-threatening emergency response request and 20 minutes and 59 seconds on not less than 90% of all non-life-threatening calls.
- c. Emergency Requests within Panola County in areas designated as Rural Remote: Response time shall be less than 18 minutes and 59 seconds on not less than 90% of all life-threatening emergency response request and 20 minutes and 59 seconds on not less than 90% of all non-life-threatening calls.

4.1.1 Call Classification

For purposes of response time measurement, the applicable standard shall be based on each request's presumptive run code classification (i.e., Life Threatening Emergency or Non-Life-Threatening Emergency) as established at the time the call is dispatched by UT EMS employing Medical Priority Dispatch protocols.

4.1.2 Enroute Upgrades and Downgrades

If a presumptive run code classification is upgraded to a higher priority while the ambulance is enroute, the applicable run code designation shall be the upgraded priority and response time shall be measured from the moment of upgrade. If a presumptive run code classification is downgraded to a lower priority while the ambulance is enroute, the applicable run code designation shall be the downgraded priority and response time shall be measured from the original dispatch time.

4.1.3 Exceptions

Response time calculations shall exclude:

- a. Requests that are cancelled;
- b. Requests not resulting in a patient transport;
- c. Requests during unusually severe weather conditions, such that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from a delayed response;

- d. Late runs resulting from inaccurate or incomplete information obtained by 9-1-1 control center personnel during telephone interrogation of a caller, or error in conveying such information to the UT EMS communications center either orally or by way of data transmission;
- e. Requests during a declared disaster, locally or in a neighboring jurisdiction, in which UT EMS is rendering assistance.
- f. In cases where multiple units are dispatched to a single incident, the first arriving unit shall "stop the clock," and response times of later arriving ambulances shall be excluded from response time statistics.
- g. Requests requiring the unit to stage for scene safety reasons.
- h. Requests determined to meet an alternative method of response (e.g., community paramedic).

Section 5 –Default

5.1 Material Default by UT EMS

Conditions and circumstances which shall constitute a major default by UT EMS shall include:

- a. Supplying to the County during the contracting process false or intentionally misleading information.
- b. Intentional falsification of data supplied to County during the course of operations, including dispatch data, patient report data, response time data, financial data, or deliberate omission of any other data required under this Agreement.
- c. Failure to maintain equipment in accordance with generally accepted maintenance practices.
- d. Chronic and persistent failure of UT EMS' employees to conduct themselves in a professional and courteous manner.
- e. Failure of UT EMS to meet the response time requirements for three (3) consecutive months or for any four (4) months in any consecutive twelve (12) months.
- f. Operation of the ambulance service by UT EMS in a manner that creates an imminent and significant endangerment to the health, safety and welfare of the general public as determined at the County's discretion.

5.2 Declaration of Material Default

In the event the County, after seeking advice and consultation with the Medical Control Board to discuss any clinical/medical issues involved in any alleged deficiency, or Medical Control Board determine that a material default has occurred such that public health and safety are endangered, UT EMS shall be given written notice specifying the particular complaint(s) and identifying them by date. UT EMS shall be given reasonable opportunity seventy-two (72) hours for deficiencies alleged as dangerous to public health and safety or sixty (60) days for any other deficiencies) to correct said deficiency. In the event UT EMS fails to reasonably correct deficiencies alleged as dangerous to public health or safety, based on advice and consultation with the Medical Control Board, within the time frame as set forth above, the County

may terminate this Agreement, and UT EMS shall provide prompt and orderly transfer to the County of UT EMS's responsibilities.

5.3 Material Default by County

In the event the County fails to ensure that UT EMS is the exclusive provider of Surface Ambulance Services within the County limits, UT EMS may declare the County to be in material default, and may terminate the Agreement upon sixty (60) days' notice.

Section 6 - Term and Renewal

6.1 Term of the Agreement

The initial term of this Agreement shall be for a period of one (1) year commencing on the Effective Date and continuing for a period of one year (the "Initial Term").

6.2 Agreement Extension

This Agreement shall automatically renew for four (4) additional 1 year extensions (each, a "Renewal Term"); however, either Party shall have the right to terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other party with One Hundred Eighty (180) days prior written notice of intent to terminate.

Section 7 - General Provisions

7.1 Character and Competence of Personnel

All personnel employed by UT EMS in the performance of work under this Agreement shall be competent and holders of appropriate permits in their respective trades or professions. The County may require the removal of any person employed by UT EMS who chronically misconducts himself/herself or is chronically incompetent or negligent in the due and proper performance of his/her duties, and such person shall not be reassigned by UT EMS for production of services under this Agreement without the written consent of the County, provided, however, that County shall use good faith in exercising its rights under this provision, and shall be required to document in writing the specific reason(s) for exercising rights relative to any given employee. UT EMS shall have the right to conduct its own reasonable investigation to determine the validity of the claims and shall immediately remove the employee if such claims are substantiated. Otherwise, the parties shall meet to come to a mutual agreement.

7.2 Permits and Licenses

UT EMS shall be responsible for obtaining all necessary permits and licenses required for initiation and completion of its work under this Agreement.

7.3 Assignment

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

7.4 Rights and Remedies Not Waived

All rights, powers and remedies granted to either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power or remedy shall impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

7.5 Attorney's Fees

Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement or any schedule or exhibit to this Agreement, the prevailing party shall be entitled to recover from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for services rendered to the prevailing party in such action or proceeding. The provisions of this Section shall be deemed continuing and shall survive any termination or expiration of this Agreement. The term "prevailing party" as used in this Section shall include, without limitation, any party who is made a defendant in litigation in which damages and/or other relief may be sought against such party and a final judgment or decree is entered in such litigation in favor of such party defendant.

7.6 Non-Discrimination

UT EMS will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, sex or age. UT EMS will take affirmative actions to ensure applicants are employed, and that employees are treated fairly during employment, without regard to their race, religion, color, national origin, disability, sex or age. Such actions shall include, but not limited to, the following: (i) employment upgrading, demotion or transfer, (ii) recruitment advertising (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeships. UT EMS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

UT EMS will, in all solicitations or advertisements for employees, place by or on behalf of UT EMS, state that all qualified applicants will receive consideration for employment without regard for race, religion, color, national origin, disability, sex or age.

7.7 Compliance with Laws

The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-fraud and Abuse Amendments and federal and state physician self-referral laws. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

7.8 Severability

In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this Agreement as if never contained herein and the remainder of this Agreement shall remain enforceable.

7.9 Headings

The paragraph headings, articles, sections and captions contained in the Agreement are solely for the convenience of the Parties and shall in no manner be construed as part of this Agreement.

7.10 Choice of Law

This Agreement shall be governed by the laws of the State of Texas, and, in the event of litigation with respect to this Agreement or any of its terms, venue shall be Panola County, Texas.

7.11 Entire Agreement

This Agreement supersedes any and all other agreements, whether oral or written, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to this subject matter of this Agreement that is not contained herein shall not be valid or binding unless in writing and signed by all Parties.

7.12 Amendment

This Agreement may be amended from time to time in writing upon the agreement of the Parties so as to conform to the law or any changes in the laws and or regulations applicable to this Agreement. If the County or UT EMS refuses to amend the Agreement in accordance with this Section, such action shall be considered a breach of this Agreement and the Agreement may be immediately terminated by the other Party.

7.13 Change in Law

If any change in state or federal laws or regulations, or the interpretation thereof, adversely changes the duties or responsibilities of either Party under this Agreement, the affected Party may give the other Party, in writing, notice of intent to amend this Agreement. If this Agreement is not so amended in writing within thirty (30) days after said notice of intent to terminate is given, either party may terminate the Agreement.

7.14 Notices

All notices, requests, and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, addressed to the parties at the addresses set forth on the signature page.

7.15 Commitment to First Responder Support and Quality Care

7.15.1 Affiliation

UT EMS commitment to quality care extends to its First Responder agencies and personnel with whom UT EMS works pursuant to this Agreement. Texas State regulations require formal affiliation between every First Responder agency and a licensed UT EMS provider. UT EMS will coordinate and support the County's First Responders by providing:

- a. State mandated affiliation for First Responder agencies.
- b. In-service training programs for CPR and Trauma Life Support, as scheduled by UT EMS at its sole discretion. UT EMS shall provide at least two classes of CPR per year, and shall provide an annual calendar of such classes to the County when available.
- c. UT EMS will provide Emergency Medical Response (EMR) classes as needed to help maintain a robust First Responder program.
- d. Opportunities for First Responders to attend UT EMS' Continuing Education Programs, as scheduled by UT EMS at its sole discretion.
- e. Participation in Integrated Quality Improvement Program.
- f. Participation in on-scene medical supply exchange program.
- g. UT EMS will work with local First Responder organizations to ensure they have required equipment and medical supplies needed to provide care in a medical emergency. This is to include AEDs (automated external defibrillators) and stop the bleed kits for mass casualty incidents.
- h. Access to UT EMS radio system for communication with First Responders.
- i. UT EMS will be notified and provide EMS coverage and support of any "working" structure fires within Panola County. UT EMS will work within the incident command structure and be assigned as medical / rehab. The UT EMS unit(s) will not be available for response until the incident commander has released the unit(s) from the scene. Panola County First Responders will strive to make the unit available as soon as safe to do so.
- j. UT Health Carthage clinics and physicians will provide annual wellness screenings to all Panola County and City of Carthage First Responders at no charge to the participant.

[Signatures follow on the next page]

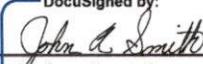
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below, provided that this Agreement is effective as of the Effective Date.

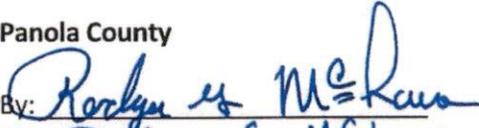
For UT EMS:

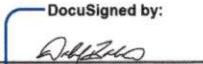
For County:

**ETMC EMS d/b/a
UT Health East Texas EMS**

Panola County

DocuSigned by:
By: 
Name: John A. Smith
Title: CEO
Date: 6/20/2023

By: 
Name: Redger C. McElane
Title: County Judge
Date: June 20, 2023

DocuSigned by:
By: 
Name: Donald Baker
Title: President & CEO
Date: 6/20/2023

Address for Notices to UT EMS

Address for Notices to County

ETMC EMS d/b/a
UT Health East Texas EMS
P.O. Box 387
Tyler, Texas 75710
Attn: CEO

County Judge
110 S. Sycamore, Room 216-A
Carthage, Texas 75633

With a copy to:

ETMC EMS d/b/a
UT Health East Texas EMS
340 Seven Springs Way, Suite 100
Brentwood, Tennessee 37027
Attn: General Counsel

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Section 2 - Engagement

The County hereby engages UT EMS to be the exclusive provider of all Surface Ambulance Services which originate within Panola County, Texas. UT EMS will provide the services herein in accordance with the terms of this Agreement.

Section 3 - Scope of Services

3.1 Surface Ambulance Services

UT EMS shall be exclusively responsible for furnishing Surface Ambulance Services for all residents and other persons physically present in the County limits. UT EMS shall provide Services in accordance with

the terms and conditions of this Agreement. Such Services shall be provided at the level as determined by Medical Priority Dispatch System protocols. Services include, but are not limited to:

- a. Providing emergency ambulance and paramedic services at ALS level of service.
- b. Providing nonemergency ambulance transports (ALS and BLS).
- c. Responding to 9-1-1 calls and other emergency requests made through the County's PSAP and other sources.
- d. Providing care and/or transportation to patients within the UT EMS system.
- e. Providing care and/or transport to patients who require "Medically Necessary" ambulance services.
- f. Ensuring that the Services are available on a 24/7/365 basis.
- g. Ensuring that Medically Necessary ambulance services are provided without regard to the patient's ability to pay and ensuring that all Services are provided without regard to any illegally discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, or sex.
- h. UT EMS agrees to provide emergency medical services and/or transportation for Panola County and City of Carthage employees and all first responder personnel who require emergency medical services during the course and scope of their duties with Panola County or City of Carthage at no charge to the individual or the City or County.
- i. UT Health shall provide EMS standby coverage for city/county sponsored events if requested, including Carthage High School varsity football games and Panola College special events at no charge to the school or county.

3.2 Full Service Tiered System

All ambulances utilized to provide Services shall be staffed, equipped, and licensed with the State of Texas. All paramedics engaged by UT EMS to provide Services will be state certified and certified in Trauma Life Support and Advanced Cardiac Life Support. Advanced Life Support ("ALS") units will be staffed with at least one (1) paramedic and one (1) EMT. Basic Life Support ("BLS") units will be staffed with two (2) EMTs. The System may also include Community Paramedic services managed by UT EMS. Each 9-1-1 ambulance will be staffed with at least one paramedic and one EMT.

3.3 Nature of Commitment

UT EMS will staff the necessary ALS and BLS ambulances to meet response-time standards as set forth in this Agreement. UT EMS will staff three (3) ambulances seven (7) days a week and will not let the county go below one (1) ambulance at any time. In the event of high call volume or disasters, UT EMS will utilize its larger EMS system to backfill Panola County with additional EMS resources.

UT EMS will hold quarterly meetings with Court designated representatives to review monthly reports and address any concerns.

UT EMS will make all reasonable efforts to keep the same crews assigned to Panola County for consistency purposes with local first responders.

3.4 Equipment and Facilities

UT EMS shall provide all equipment, facilities and medical supplies required for its performance of the Services.

However, any equipment provided by Panola County for use by UT Health EMS remains property of the County and must be returned upon request from the County. The County is responsible for the maintenance and replacement of such equipment, as necessary.

3.5 Subscription Membership Program

3.5.1 Basic Objects of the Program

UT EMS will offer for sale to residents of the County, an ambulance service membership program which will allow residents to receive a fixed-price and prepaid ambulance service for all uninsured portions of Medically Necessary services.

3.5.2 Legal Obligations

This program, if offered, shall meet the obligations imposed upon it by the State of Texas, and shall recognize that certain federally imposed statutes require exclusion of Medicaid patients from participation in such a program.

3.6 Professional Conduct/Courteous Service

The County expects and requires professional and courteous conduct at all times from UT EMS personnel.

3.7 Indemnification and Insurance

UT EMS shall indemnify and defend the County and their respective agents and employees from all third party claims, actions, costs, debts, damages or suits arising from any breach of this Agreement by UT EMS, or from any negligent or unlawful act by UT EMS in the performance by EMS of their duties pursuant to this Agreement, and from all related costs, legal fees, expenses and other liabilities incurred in connection with such claims, actions or lawsuits.

3.7.1 Independent Contractor

It is expressly understood and agreed by all parties hereto that UT EMS is an independent contractor in its relationship with Panola County. Nothing herein contained shall in any manner at any time be construed to: (1) effect an agreement of partnership or joint venture, or (2) render any party hereto the employee or master of any other party and/or its employees, agents or representatives.

3.7.2 Insurance

During the Term of the Agreement, UT EMS shall maintain insurance with respect to the Services as specified below. UT EMS shall furnish the County with a Certificate of Insurance indicating that the types and amounts of insurance required hereunder are in full force and effect. Nothing in this Section shall be deemed to prohibit the use of a program of "self-insurance." Insurance coverage shall meet the following minimum requirements:

3.7.3 Worker's Compensation

Worker's Compensation Insurance shall be maintained if and as required by the Laws of the State of Texas.

3.7.4 Commercial General Liability

Commercial general liability insurance shall be maintained in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limits for all claims resulting from bodily injury (including death) and/or property damage. The County will be named as an additional insured on the commercial general liability policy for the scope of this Agreement only and shall be endorsed with a waiver of subrogation in favor of Panola County.

3.7.5 Automobile Liability

Uninsured Motorist

Uninsured/underinsured motorist coverage, covering all automobiles and including all owned, hired or leased vehicles in an amount equal to or greater than the minimum liability limits required by law.

Employer's Non-Owned Auto Coverage

Employer's non-owned liability in an amount equal to the liability limits set forth in subsection 3.7.3.

3.7.6 Ambulance Liability

A policy covering ambulance operations liability to a limit set forth in subsection 3.7.3.

3.7.7 Malpractice

Malpractice insurance in an amount not less than one million dollars (\$1,000,000) per occurrence per twelve month period.

3.7.8 Excess Liability Insurance Umbrella

Excess liability insurance umbrella policy providing two million dollars (\$2,000,000) coverage per occurrence per twelve month period, and four million dollars (\$4,000,000) annual aggregate coverage in a twelve period in excess of all other liability prescribed herein.

3.7.9 "Occurrence" Form Required

All coverage furnished hereunder shall be written on an "occurrence" basis, provided that a combination of "claims made" coverage and "extended reporting endorsement" (or "tail coverage") or continue in full force and effect the same level of liability insurance coverage on a claims made basis for the longest statute of limitations for acts committed by UT EMS has expired.

3.10 Selection of Patient Destination

- a. Established protocols for selection of patient destination shall be strictly followed by healthcare personnel and on-line medical control physicians, except when a departure from protocol is justified on the basis of special consideration of patient care or practical barriers to implementation (e.g., blocked roadway, hospital divert status, etc.) This Agreement is entered in to by both parties pursuant to a mutual assumption that transport protocols approved by the Medical Control Board shall strictly adhere to the following priorities of consideration and shall recognize these priorities in the sequence

presented: (1) First Consideration: patient care and safety; (2) Second Consideration: patient/family choice; and (3) Third Consideration: appropriate distribution of patients among hospitals during a mass casualty incident. Accordingly, the following guidelines shall apply: When a patient is in an emergent condition, transport shall be to the nearest appropriate hospital capable of furnishing the required level and type of care for the patient's illness or injury.

- b. When the patient is in a non-emergent condition, transport shall be to the destination selected by the patient, the patient's family, or the patient's physician, except for destinations that may have diversion status at the time of transport and provided that the patient's destination is appropriate as determined by UT EMS.

3.11 Patient Billing

UT EMS will bill patients for services rendered by UT EMS under this Agreement. Billing will be reasonable and at usual and customary market rates and will be made available to the County upon request. Billing for services will comply with all rules and regulations associated with providing services for recipients of Medicare, Medicaid and other federal and state funded programs.

3.12 Disaster Assistance

During a declared disaster, locally or in a neighboring jurisdiction, the normal course of business under this Agreement shall be interrupted from the moment the disaster occurs. Local disaster declaration within the County will be made by the County Emergency Manager or his/her designee.

- a. Disaster Assistance. Upon notification of a disaster, UT EMS shall commit such resources as are necessary, appropriate, and available, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster occurred. Upon activation of the EOC for the Panola County UT EMS will provide a representative with decision making authority to be present.

- b. Non-Disaster Assistance During Disaster Periods. During declared disaster periods, UT EMS shall use reasonable efforts to continue to provide normal emergency coverage throughout the County and shall suspend non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension. UT EMS shall be released from response time performance requirements until notified by the County Emergency Manager or his/her designee that disaster assistance may be terminated.

- c. Resumption of Normal Operations. When disaster assistance has been terminated, UT EMS shall resume normal operations as rapidly as practical considering exhaustion of personnel, need for restocking and other relevant considerations.

Section 4 – Response Time

4.1 Response Time Reliability

UT EMS will maintain Response Times as set forth below. Such response times will be computed on a monthly basis and reported in fractile tables within two (2) weeks of the end of each month. Response times may be met by arrival of an ambulance at the indicated level of service or the arrival of a paramedic in a vehicle with paramedic-level supplies. Life-Threatening and Non-Life-Threatening calls will be computed together and must meet 90% monthly compliance.

- a. Emergency Requests within the City limits of Carthage: Response time shall be less than 8 minutes and 59 seconds on not less than 90% of all life-threatening emergency response request and 12 minutes and 59 seconds on not less than 90% of all non-life-threatening calls.
- b. Emergency Requests within Panola County outside the City limits of Carthage: Response time shall be less than 15 minutes and 59 seconds on not less than 90% of all life-threatening emergency response request and 20 minutes and 59 seconds on not less than 90% of all non-life-threatening calls.
- c. Emergency Requests within Panola County in areas designated as Rural Remote: Response time shall be less than 18 minutes and 59 seconds on not less than 90% of all life-threatening emergency response request and 20 minutes and 59 seconds on not less than 90% of all non-life-threatening calls.

4.1.1 Call Classification

For purposes of response time measurement, the applicable standard shall be based on each request's presumptive run code classification (i.e., Life Threatening Emergency or Non-Life-Threatening Emergency) as established at the time the call is dispatched by UT EMS employing Medical Priority Dispatch protocols.

4.1.2 Enroute Upgrades and Downgrades

If a presumptive run code classification is upgraded to a higher priority while the ambulance is enroute, the applicable run code designation shall be the upgraded priority and response time shall be measured from the moment of upgrade. If a presumptive run code classification is downgraded to a lower priority while the ambulance is enroute, the applicable run code designation shall be the downgraded priority and response time shall be measured from the original dispatch time.

4.1.3 Exceptions

Response time calculations shall exclude:

- a. Requests that are cancelled;
- b. Requests not resulting in a patient transport;
- c. Requests during unusually severe weather conditions, such that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from a delayed response;

- d. Late runs resulting from inaccurate or incomplete information obtained by 9-1-1 control center personnel during telephone interrogation of a caller, or error in conveying such information to the UT EMS communications center either orally or by way of data transmission;
- e. Requests during a declared disaster, locally or in a neighboring jurisdiction, in which UT EMS is rendering assistance.
- f. In cases where multiple units are dispatched to a single incident, the first arriving unit shall "stop the clock," and response times of later arriving ambulances shall be excluded from response time statistics.
- g. Requests requiring the unit to stage for scene safety reasons.
- h. Requests determined to meet an alternative method of response (e.g., community paramedic).

Section 5 –Default

5.1 Material Default by UT EMS

Conditions and circumstances which shall constitute a major default by UT EMS shall include:

- a. Supplying to the County during the contracting process false or intentionally misleading information.
- b. Intentional falsification of data supplied to County during the course of operations, including dispatch data, patient report data, response time data, financial data, or deliberate omission of any other data required under this Agreement.
- c. Failure to maintain equipment in accordance with generally accepted maintenance practices.
- d. Chronic and persistent failure of UT EMS' employees to conduct themselves in a professional and courteous manner.
- e. Failure of UT EMS to meet the response time requirements for three (3) consecutive months or for any four (4) months in any consecutive twelve (12) months.
- f. Operation of the ambulance service by UT EMS in a manner that creates an imminent and significant endangerment to the health, safety and welfare of the general public as determined at the County's discretion.

5.2 Declaration of Material Default

In the event the County, after seeking advice and consultation with the Medical Control Board to discuss any clinical/medical issues involved in any alleged deficiency, or Medical Control Board determine that a material default has occurred such that public health and safety are endangered, UT EMS shall be given written notice specifying the particular complaint(s) and identifying them by date. UT EMS shall be given reasonable opportunity seventy-two (72) hours for deficiencies alleged as dangerous to public health and safety or sixty (60) days for any other deficiencies) to correct said deficiency. In the event UT EMS fails to reasonably correct deficiencies alleged as dangerous to public health or safety, based on advice and consultation with the Medical Control Board, within the time frame as set forth above, the County

may terminate this Agreement, and UT EMS shall provide prompt and orderly transfer to the County of UT EMS's responsibilities.

5.3 Material Default by County

In the event the County fails to ensure that UT EMS is the exclusive provider of Surface Ambulance Services within the County limits, UT EMS may declare the County to be in material default, and may terminate the Agreement upon sixty (60) days' notice.

Section 6 - Term and Renewal

6.1 Term of the Agreement

The initial term of this Agreement shall be for a period of one (1) year commencing on the Effective Date and continuing for a period of one year (the "Initial Term").

6.2 Agreement Extension

This Agreement shall automatically renew for four (4) additional 1 year extensions (each, a "Renewal Term"); however, either Party shall have the right to terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other party with One Hundred Eighty (180) days prior written notice of intent to terminate.

Section 7 - General Provisions

7.1 Character and Competence of Personnel

All personnel employed by UT EMS in the performance of work under this Agreement shall be competent and holders of appropriate permits in their respective trades or professions. The County may require the removal of any person employed by UT EMS who chronically misconducts himself/herself or is chronically incompetent or negligent in the due and proper performance of his/her duties, and such person shall not be reassigned by UT EMS for production of services under this Agreement without the written consent of the County, provided, however, that County shall use good faith in exercising its rights under this provision, and shall be required to document in writing the specific reason(s) for exercising rights relative to any given employee. UT EMS shall have the right to conduct its own reasonable investigation to determine the validity of the claims and shall immediately remove the employee if such claims are substantiated. Otherwise, the parties shall meet to come to a mutual agreement.

7.2 Permits and Licenses

UT EMS shall be responsible for obtaining all necessary permits and licenses required for initiation and completion of its work under this Agreement.

7.3 Assignment

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

7.4 Rights and Remedies Not Waived

All rights, powers and remedies granted to either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power or remedy shall impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

7.5 Attorney's Fees

Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement or any schedule or exhibit to this Agreement, the prevailing party shall be entitled to recover from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for services rendered to the prevailing party in such action or proceeding. The provisions of this Section shall be deemed continuing and shall survive any termination or expiration of this Agreement. The term "prevailing party" as used in this Section shall include, without limitation, any party who is made a defendant in litigation in which damages and/or other relief may be sought against such party and a final judgment or decree is entered in such litigation in favor of such party defendant.

7.6 Non-Discrimination

UT EMS will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, sex or age. UT EMS will take affirmative actions to ensure applicants are employed, and that employees are treated fairly during employment, without regard to their race, religion, color, national origin, disability, sex or age. Such actions shall include, but not limited to, the following: (i) employment upgrading, demotion or transfer, (ii) recruitment advertising (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeships. UT EMS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

UT EMS will, in all solicitations or advertisements for employees, place by or on behalf of UT EMS, state that all qualified applicants will receive consideration for employment without regard for race, religion, color, national origin, disability, sex or age.

7.7 Compliance with Laws

The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-fraud and Abuse Amendments and federal and state physician self-referral laws. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

7.8 Severability

In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this Agreement as if never contained herein and the remainder of this Agreement shall remain enforceable.

7.9 Headings

The paragraph headings, articles, sections and captions contained in the Agreement are solely for the convenience of the Parties and shall in no manner be construed as part of this Agreement.

7.10 Choice of Law

This Agreement shall be governed by the laws of the State of Texas, and, in the event of litigation with respect to this Agreement or any of its terms, venue shall be Panola County, Texas.

7.11 Entire Agreement

This Agreement supersedes any and all other agreements, whether oral or written, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to this subject matter of this Agreement that is not contained herein shall not be valid or binding unless in writing and signed by all Parties.

7.12 Amendment

This Agreement may be amended from time to time in writing upon the agreement of the Parties so as to conform to the law or any changes in the laws and or regulations applicable to this Agreement. If the County or UT EMS refuses to amend the Agreement in accordance with this Section, such action shall be considered a breach of this Agreement and the Agreement may be immediately terminated by the other Party.

7.13 Change in Law

If any change in state or federal laws or regulations, or the interpretation thereof, adversely changes the duties or responsibilities of either Party under this Agreement, the affected Party may give the other Party, in writing, notice of intent to amend this Agreement. If this Agreement is not so amended in writing within thirty (30) days after said notice of intent to terminate is given, either party may terminate the Agreement.

7.14 Notices

All notices, requests, and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, addressed to the parties at the addresses set forth on the signature page.

7.15 Commitment to First Responder Support and Quality Care

7.15.1 Affiliation

UT EMS commitment to quality care extends to its First Responder agencies and personnel with whom UT EMS works pursuant to this Agreement. Texas State regulations require formal affiliation between every First Responder agency and a licensed UT EMS provider. UT EMS will coordinate and support the County's First Responders by providing:

- a. State mandated affiliation for First Responder agencies.
- b. In-service training programs for CPR and Trauma Life Support, as scheduled by UT EMS at its sole discretion. UT EMS shall provide at least two classes of CPR per year, and shall provide an annual calendar of such classes to the County when available.
- c. UT EMS will provide Emergency Medical Response (EMR) classes as needed to help maintain a robust First Responder program.
- d. Opportunities for First Responders to attend UT EMS' Continuing Education Programs, as scheduled by UT EMS at its sole discretion.
- e. Participation in Integrated Quality Improvement Program.
- f. Participation in on-scene medical supply exchange program.
- g. UT EMS will work with local First Responder organizations to ensure they have required equipment and medical supplies needed to provide care in a medical emergency. This is to include AEDs (automated external defibrillators) and stop the bleed kits for mass casualty incidents.
- h. Access to UT EMS radio system for communication with First Responders.
- i. UT EMS will be notified and provide EMS coverage and support of any "working" structure fires within Panola County. UT EMS will work within the incident command structure and be assigned as medical / rehab. The UT EMS unit(s) will not be available for response until the incident commander has released the unit(s) from the scene. Panola County First Responders will strive to make the unit available as soon as safe to do so.
- j. UT Health Carthage clinics and physicians will provide annual wellness screenings to all Panola County and City of Carthage First Responders at no charge to the participant.

[Signatures follow on the next page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below, provided that this Agreement is effective as of the Effective Date.

For UT EMS:

For County:

ETMC EMS d/b/a
UT Health East Texas EMS

Panola County

DocuSigned by:
By: John A. Smith
Name: John A. Smith
Title: CEO
Date: 6/20/2023

By: Rodger G. McElane
Name: Rodger G. McElane
Title: County Judge
Date: June 20, 2023

DocuSigned by:
By: Donald Baker
Name: Donald Baker
Title: President & CEO
Date: 6/20/2023

Address for Notices to UT EMS

Address for Notices to County

ETMC EMS d/b/a
UT Health East Texas EMS
P.O. Box 387
Tyler, Texas 75710
Attn: CEO

County Judge
110 S. Sycamore, Room 216-A
Carthage, Texas 75633

With a copy to:

ETMC EMS d/b/a
UT Health East Texas EMS
340 Seven Springs Way, Suite 100
Brentwood, Tennessee 37027
Attn: General Counsel