



CUSTOMER AGREEMENT
Business Terms

THIS AGREEMENT is made between LifeGurad Ambulance Service of Texas LLC, an American Medical Response company ("Provider" or "AMR"), and Brown County Sheriff's Office (the Customer"). The Customer is a Texas County, a governmental entity. The General Terms and Conditions and Exhibits/Addendums are attached and incorporated by reference herein.

Commencement Date: August 15, 2025

Term: [X] 12 Months

Automatic Renewal for Successive Terms: [X] Yes [] No

Service Area: Brown County Texas and other areas where specifically requested.

Agreement Applicable To Multiple Customer Locations: [] Yes [X] No

Services Provided (Please check all applicable):

Ambulance Services:

- [X] "Advanced Life Support" or "ALS"
[X] "Basic Life Support Service" or "BLS"
[X] "Specialty/Critical Care Transportation" or "SCT" or "CCT"
[X] See Exhibits/Addendums for additional Services

Non-Ambulance Services:

- [X] "Bariatric Services": Ambulance transportation of bariatric patients that requires additional personnel equipment
[X] "Other": See Exhibits/Addendums/Schedules for additional Services

Rates:

Ambulance Services (select only one and delete other non-applicable options):

- [X] Medicare Fee Schedule plus 30 percent
Medicare Fee Schedule (for any questions regarding the current and prevailing Medicare Fee Schedule rates, please contact your account representative or see http://www.cms.hhs.gov/AmbulanceFeeSchedule/02_afspuf.asp#TopOfPage). These rates are subject to rural adjustments, pursuant to the Medicare Fee Schedule.

September 15, 2025
(Exhibit # 7)

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Non-Ambulance Services (select only one and delete other non-applicable options):

Fixed Fee Schedule immediately below

Non-Ambulance Services	HCPC	Customer Rates
Additional Bariatric Fee (e.g., additional personnel, specialized vehicle or specialized equipment)	A0999	Ambulance base rate and mileage rate plus \$250
Aid Call/No Transport (blood draw, welfare check, minor treatment, etc.), see Schedule A.	A0999	\$100

For any Ambulance Services or Non-Ambulance Services that are provided by AMR but not specifically set forth in these Business Terms or selected above, the Rates for those Services shall be negotiated and agreed upon by both parties prior to the provision of services.

Rate Adjustments:

Ambulance Services:

Automatic adjustment when Medicare Fee Schedule adjusts (typically January 1st)

Non-Ambulance Services:

Automatic adjustment when Usual and Customary rates adjust (typically January 1st)

AMR may also notify Customer at any time in writing of a rate adjustment (for Ambulance Services and/or Non-Ambulance Services) due to changed circumstances, e.g., increase in fuel costs, new regulatory requirements or new clinical standards. The rate adjustment shall become effective thirty (30) days after AMR's notification unless the Customer has objected in writing to the rate adjustment before expiration of the notice period.

Additional Customer Responsibility: In addition to being financially responsible for Customer Responsible Patients as defined in Section 4, Customer additionally shall be financially responsible for all AMR transports from or ordered by its facilities and shall in good faith reimburse AMR as set forth herein without delay or condition. AMR shall immediately invoice Customer for and Customer shall be financially responsible for: (i) patients whose Services were requested by Customer that are denied preauthorization; (ii) patients whose Services were requested by Customer for the Customer's own convenience; or (iii) patients whose Services were requested by Customer that were not medically necessary as determined by AMR in its sole and absolute discretion. For patients whose Services were requested by Customer and the patient lacks coverage, AMR will not invoice Customer until after it has made reasonable efforts to collect amounts owed from the primary payor and, if applicable, any secondary payors. The Services will then be billed to Customer at the rates and terms set forth in the Business Terms. "Reasonable efforts" means AMR has pursued payment from other sources (including the Patient if the Patient has the ability to pay) for at least (120) days from the date of Services and has not received payment for the Services. Reasonable efforts shall not mean that AMR has to exhaust all potential sources of payment. The Customer shall have no financial responsibility in the event of a partial payment made by a patient or insurance.

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Legal Notices:

<p>Customer:</p> <p>Brown County Texas Sheriff's Office Sheriff Vance Hill 1050 W. Commerce St. Brownwood, Texas 76801 Email: vance.hill@browncountytexas.gov</p> <p>Office (325) 646-5510 Fax (325) 643-3238</p>	<p>AMR:</p> <p>Regional Director American Medical Response PO Box 95 Windthorst, Texas 76389</p>	<p>With Mandatory Copy to:</p> <p>Global Medical Response 4400 TX Hwy 121, Suite 700 Lewisville, TX 75056 Attention: Law Department and Global Medical Response 4905 New York Ave., Ste. 151 Arlington, Texas 76018 Attention: VPO</p>
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Billing Information:

<p>Customer Billing Information (Mandatory):</p> <p>Customer Invoices Sent To:</p> <p>Brown County Texas Sheriff's Office Sheriff Vance Hill 1050 West Commerce St. Brownwood, TX 76801 Office (325) 646-5510 Fax (325) 643-3238</p> <p>Invoices To Customer Sent (select one):</p> <p><input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input checked="" type="checkbox"/> Monthly</p> <p>Customer Taxpayer Number: Insert EIN # Customer Medicare Number: Insert # Customer Medicaid Number: Insert #</p> <p>Customer Payment Method (select one):</p> <p><input type="checkbox"/> Electronic Funds Transfer <input type="checkbox"/> Check</p> <p><input type="checkbox"/> Credit Card <input type="checkbox"/> Cash</p> <p>Customer Payor Name On Payment (if different than Legal Name):</p> <p>Insert Customer's Payor Name</p> <p>Customer Parent Company Information (if known):</p> <p>Insert Parent Company Contact Insert Street Address Insert City, State, Zip Insert Parent Company Email Insert Parent Company Telephone</p>	<p>AMR Billing Contact Information:</p> <p>Contract Manager Patient Billing Services American Medical Response 6501 South Fiddlers Green Circle Suite 100 Greenwood Village, CO 80111</p>
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By signing below, each Party acknowledges that they have carefully read and fully understand this Agreement. Each Party each fully agrees to be bound by the terms of this Agreement.

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"Customer"

"AMR"

By:	By:
Print Name:	Print Name: Steven Dralle
Title:	Title: South Region President

AMR utilizes DocuSign for signature purposes

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1. **Provision of Services.** If AMR accepts a request for services, AMR will provide the services checked in the Business Terms (the "Services") to patients of the Customer ("Patients") on the conditions, if any, described in Business Terms and in the service area(s) described in the Business Terms (the "Service Area"), as requested by the Customer and/or its agents.
2. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the Services.
3. **Scheduling of Services and Authorizations.** There will be no minimum notice required for the provision of emergency advanced life support or emergency basic life support Services, if such Services are to be provided hereunder. The Customer will provide a minimum of 4 hours' notice for non-emergency ambulance Services, to the extent such notice is practicable. The Customer will provide a minimum of 24 hours' notice for Non-Ambulance Services, to the extent such notice is practicable.

To the extent required, Customer shall ensure all requests for Services hereunder have obtained the appropriate required authorizations and evidence of authorizations are delivered to AMR. Prior to any long distance transport, Customer shall provide AMR evidence of pre-authorization. A "long distance transport" means any transport originating in the Service Area that is greater than 50 miles.

4. **Compensation and Billing.**
 - a. **General.** AMR shall be responsible for all Patient and third-party billing, and agrees that the rates to be billed shall comply with applicable laws. Prior to or at the commencement of any Service or after any SCT Services that utilize Customer personnel, the Customer shall provide AMR with Patient billing information, including all documentation necessary for third-party reimbursement and determination of medical necessity. Such information and documentation shall include, but will not

necessarily be limited to: Patient name, social security number and Medicare and Medicaid numbers, where applicable; the origin and destination; available medical history, patient condition and reason for the transport; and physician certification statement, when required. Customer shall further permit AMR to access its registration and admission systems in order to obtain Patient demographic and insurance information and other documentation deemed necessary by AMR to bill for Services. The Customer will pay to AMR the amounts set out in the Business Terms for Services provided to all Patients for which Customer is deemed financially responsible under applicable law (e.g., Patients whose transports are covered by the Medicare DRG or PPS payment to the Customer) and other Patients for whom the Customer assumes responsibility for payment (collectively, "Customer Responsible Patients"). For purposes of calculating mileage charges for customer responsible patients, AMR shall round up to the next whole mile (regardless of any different practices within the industry). Notwithstanding the foregoing, all Non-Ambulance Services involving Rideshare Concierge Services set forth in this Agreement shall be deemed Customer Responsible Patients. Customer shall notify Patients when it is not financially responsible for the Services.

- b. **Invoicing and Payment.** For all Customer Responsible Patients, AMR shall provide a written invoice to Customer. Customer shall make payment to AMR within thirty (30) days of the invoice date. If Customer misplaces or loses AMR's invoice, AMR will only re-transmit the invoice one (1) additional time without charge to Customer. For any subsequent re-transmission of an invoice, Customer may be charged a fee to reimburse AMR. The invoice shall be a summary bill and contain no more than the date of service, level of service, patient identifier, and charge. There shall be no specialized billing forms, e.g., CMS 1500 forms.

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- c. **Billing Disputes.** Customer shall have sixty (60) days from invoice date to dispute any charges on the invoice. Customer must make its dispute in writing to AMR's billing contact in this Agreement and must explain its grounds for the dispute with specificity. Customer shall timely pay for any and all undisputed portions of AMR's invoice. Customer's failure to dispute charges in writing within this period shall be a waiver of its right to further dispute the charges and shall be confirmation that the amounts are due and owing.
- d. **Recoupments.** In the event Medicare or other third-party payor pays AMR for Services and subsequently recoups a payment from AMR on the grounds that the Patient was a Customer Responsible Patient, the Customer shall pay AMR for such transport within thirty (30) days of invoice for same, even if such recoupment and invoice occurs after termination of this Agreement.
- e. **Rate Escalation for Untimely Payment.** In the event that Customer does not pay the undisputed portion of any invoice within sixty (60) days from the date of invoice, the rates for Customer Responsible Patients shall, at AMR's option, revert to AMR's full Usual and Customary rates, i.e., AMR's published charges in effect at the time of services. In addition to the foregoing, in the event any payment required by this Section 5 is not timely made, AMR reserves the right to charge interest on the unpaid amount at the rate of twelve percent (12%) per annum.
5. **Hardship.** If the Customer brings to AMR's attention, with verification, that a financial hardship exists for a Patient as defined in AMR's Corporate Policy on Compassionate Care, AMR will use commercially reasonable efforts to reach a reasonable financial accommodation with the Patient or his or her family consistent with such Policy.
6. **Selection of AMRs.** Except as provided below, AMR shall be one of the Customer's preferred providers of Services for all Customer Responsible Patients. If AMR is unable to provide any Services requested in accordance with the terms hereof, AMR may contact backup providers that have been pre-approved by the Customer for this purpose. AMR shall not be responsible for ensuring that any services will be provided by another provider, or for any aspect of any such services that are so provided. Unless AMR informs the Customer in writing that payment for a backup provider should be made to AMR, AMR shall have no financial responsibility for any other provider's charges and such charges shall be paid by the Customer. The Customer may utilize the provider of its choice if AMR informs the Customer that it cannot provide Services and no pre-approved backup provider is available to respond within a time period that is reasonable in light of the Patient's condition, and neither party shall be in breach of this Agreement as a result thereof. Notwithstanding anything in this Section 6, a Patient, Customer or third-party payor may choose to utilize another available provider, except to the extent that such choice is in conflict with any statute, regulation or ordinance.
7. **Indemnification.** Each party will defend, indemnify and hold the other party harmless from and against all liability, claims and costs resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement. In the event of any such claim, the party to be indemnified shall provide notice to the other party as soon as reasonably possible.
8. **Insurance.** AMR represents that it has and will maintain automobile insurance, general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the industry and workers' compensation insurance in the statutory required amounts.
9. **Record Retention.** AMR will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly

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authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.

10. **Term.** The initial term of this Agreement shall start on the Commencement Date as set forth in the Business Terms and be for the term set forth in the Business Terms. The initial term and all renewal terms shall be cumulatively referred to as the "Term". This Agreement will automatically renew if checked YES in the Business Terms. This agreement will be terminated if/when the Brown County 911 contract is terminated.

11. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon sixty (60) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the foregoing: (i) AMR may terminate this Agreement upon a default by the Customer in the payment of monies due and owing to AMR if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the repeated failure of AMR to respond to requests by the Customer for the provision of Services to Patients within the Service Area, if such failure is not cured within ten (10) days of notice thereof to AMR; and (iii) either party may terminate this Agreement immediately upon notice to the other following the loss or suspension of licensure or insurance coverage.

12. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.

13. **Force Majeure.** AMR shall not be considered in breach of this Agreement to the extent that performance is prevented by an event of Force Majeure that arises after the Commencement Date. "Force majeure" means any act, omission or circumstance occasioned by any acts of God, acts of public enemies, wars, blockades, insurrections, riots, earthquakes, volcanoes, fires, storms, floods, disasters, sabotage, regulatory changes, extended weather conditions that broadly affect delivery of services, diseases, public health emergencies, pandemics (e.g., COVID-19), endemics, travel bans, domestic or international restrictions on travel, or acts of governmental bodies or other events or circumstances not within the reasonable control of AMR.

14. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

15. **Laws and Regulatory.** The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of

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1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

16. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c)

may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

17. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier

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then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice

shall be sent to the addresses in the Business Terms.

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Addendum A

I. Services and Rates:

AMR shall provide the following Services to Customer:

DUI Blood Draws:

- Provide qualified medical personnel to perform phlebotomy services for Customer twenty four (24) hours a day, seven (7) days a week at a singular location within the Service Area (defined below).
- AMR will use lab kit provided by Customer and will follow all established guidelines required for collecting, labeling, and transferring custody of the blood sample.
- Once the sample is complete and the sample is sealed, AMR will give custody of the sample to Customer at the scene. Customer will submit the sample to the appropriate facility for testing.
- AMR will document the procedure, including subject's name, time, vein puncture site, and volume and description of the specimen drawn. The original documentation will be given to Customer and a copy will be retained by AMR.

Court Appearances:

- Appropriate AMR personnel will testify at Customer's request in relation to services provided by AMR.

Customer shall pay AMR for the Services according to the rates set forth below.

Alcohol and Drug Testing Services	Rate
Blood Alcohol Draw	\$100.00/ Draw for First Draw
Additional Blood Alcohol Draws	\$100.00/Draw for Each Additional Draw
Court Appearance	\$75.00/Hour

II. Service Area

Services shall be provided at The Brown County Jail, in Brownwood Texas and in other locations as may be agreed upon by the parties.

III. Commencement Date

The commencement date referred to in Section 8 of this Agreement shall be August 1, 2025.

IV. Scheduling

Upon receipt of a request for a blood draw, AMR shall endeavor to arrive on scene within one (1) hour, subject to personnel availability and logistical constraints.

V. Other

The Rates in this Schedule "A" are subject to change based on product availability, increases in product manufacture costs and/or increases in laboratory charges. AMR will provide Customer with any Rates that have changed at the time that Customer requests the Services.

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