

**Contract for Exclusive  
Ambulance Service**

**between**

**Brown County, State of Texas**

**and**

**Lifeguard Ambulance Service of Texas,  
LLC**

November 9, 2015  
(Exhibit # 1)

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## **Contract for Exclusive Ambulance Service**

Whereas Lifeguard Ambulance Service of Texas, LLC a Florida limited liability company, acting by and through its President, hereinafter called "Lifeguard," or "Contractor" and Brown County, Texas, hereinafter called "Brown County" or "the County" desire to enter into an Exclusive Ambulance Service Contract (hereinafter called the "Contract"),

**WHEREAS**, Lifeguard is duly licensed and certified under the laws of the State of Texas to engage in the business of providing ground ambulance services as described hereunder and possesses the competence, expertise, and personnel required to provide such services, and

**WHEREAS**, Texas Health and Safety Code Title 9, Subtitle B. Emergencies, Section 774.003 EMERGENCY AMBULANCE SERVICE PROVIDED BY COUNTIES allows for counties within the state to enter into an exclusive operating Agreement with a private ambulance service it finds to be suitably organized to provide efficient emergency ambulance service in the county, and

**WHEREAS**, Brown County has as an objective of securing efficient and quality emergency ambulance transportation service in Brown County, for any person found in need of emergency, non-emergency, and interfacility ground ambulance services, and

**WHEREAS**, Brown County does not own or operate a fleet of ambulances which can accomplish said objective, and

**WHEREAS**, Brown County's payor mix and transport volumes are such that a subsidy is required to support ambulance services

WHEREAS, in keeping with its desire for the highest possible standard of ambulance service for its inhabitants, it is the intent of Brown County exclusively use only ambulance services operated by Lifeguard Ambulance Service of Texas, LLC.

NOW, THEREFORE, for and in consideration of the premises and Contracts herein contained and other good and valuable consideration, including the award to Lifeguard of exclusive market rights for Emergency Medical Services and Non-Emergency Ambulance Services, the payment of an agreed upon subsidy and the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agrees as follows:

### **Article 1.      Definitions**

For the purposes of the Contract, the following words and phrases shall have the meanings respectively ascribed to them by this section:

**Ambulance Inflation Factor** means the cost of living index established by the Center for Medicare and Medicaid Services (CMS) listed in the Federal Register Transmittal 1102 (Change Request 5358), issued November 3, 2006.

**Arrival At Incident Location** ('at scene') means the time a fully equipped transport capable ALS

ambulance arrives at the location of the request for service or staging area.

**Call Screening** means a process in which requests for service are screened and either refused ALS service, referred to other providers or assigned to BLS units for response

**Contract Service Area** means the geographic borders of Brown County.

**Contract Term** means the base five (5) year term commencing January 1, 2016, and continuing until December 31, 2020 unless terminated earlier in accordance with this Contract.

**Communications Center** (aka Contractor's Communication Center) means a continuously staffed twenty-four hour per day emergency medical services ambulance communications center for the contracted service area, staffed by at least two persons and that maintains proper E-911 emergency response system equipment to receive both voice and data communication from the E-911 dispatcher.

**Emergency Medical Services**, as defined by the Texas Department of Health, Emergency Medical Services means services used to respond to an individual's perceived need for immediate medical care and prevent death or aggravation or physiological or psychological illness or injury.

**Emergency Response** means those situations wherein it is determined, in accordance with the emergency medical dispatch protocols approved by the Medical Director, that there is risk for the loss of life or limb requiring a response using lights and sirens.

**Emergency Standby** means any public safety event (e.g. SWAT, hazardous material containment) located within the service area, for which a local governmental official or local public safety officials request ambulance services to standby.

**Extraordinary Adjustment** means a change in the *Schedule of User Fees* which is not a scheduled adjustment, but is instead an adjustment resulting from an unusual increase in the cost of a factor of production when such increase in cost is industry wide or a decrease in Contractor's sources of revenue and the result of causes is beyond Contractor's reasonable control.

**Medical Priority Dispatch System® (MPDS)** means dispatch protocols approved by the Medical director that contain Chief Complaint Protocols, Case Entry and Exit information, call termination scripts, and additional verbatim instruction protocols for AED support, cardiopulmonary resuscitation (CPR), childbirth assistance, tracheostomy airway and breathing, and the Heimlich maneuver.

**Mutual Aid** means paramedic ambulance service provided within the Contract Service Area by neighboring emergency medical service providers and Non-Emergency Ambulance Service providers other than Contractor when requested by Contractor, pursuant to a Contract governing the exchange of service assistance.

**Non-Emergency Ambulance Services** (aka Transfer ambulance) means the transport in a motor vehicle to or from medical facilities including, but not limited to, hospitals, nursing homes, physician's offices, and other health care facilities of persons who are infirm or injured and who are transported in a reclining position; however, not-for-hire on a fee-for-service basis transportation furnished by licensed hospitals and licensed nursing homes of their own admitted patients or residents and individual not-for-hire transportation and transportation as a result of federal contracts, such as the Veteran's Administration (VA), and shall be excluded.

**Priority Dispatching** is a structured method of prioritizing requests for ambulance and first responder services based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

**Response Time** is the interval between the moment that the callback number, location, and priority determination/chief complaint are first made know to Contractor's dispatch's center (Clock Start) and the moment the first ambulance Arrival At Accident Incident Location (Clock End). All response times are measured in seconds, not whole minutes.

**Response Time Exception** means anytime an ambulance transmits the "arrival at incident location" status after the allotted contractual time has elapsed, the response will be considered a response time exception, also known as a "late response".

**Response Time Exemption** means a Response Time Exception that has occurred as a result of unusual factors beyond the Contractor's reasonable control, and has been approved as an exemption on a call-by-call basis by Brown County. These unusual factors are usually limited to unusually severe weather conditions, declared disasters or incorrect caller information as noted in this Contract. Equipment failure, traffic congestion, ambulance failure, EMS dispatch error, or other causes shall not be grounds for granting an exemption and no other causes of late response shall serve to justify exemption from response time requirements unless specifically authorized.

**Unscheduled Transfer** means a transfer from a hospital with less than 4 hours advanced notice by the caller.

## **Article 2. Consideration**

Brown County agrees that for and in consideration of the services to be furnished by Lifeguard, it is granted the exclusive market rights for Emergency Medical Service and Non-Emergency Ambulance Services within the Contract Service Area for the term of this Contract. For the duration of this Contract, Brown County will not contract with any other person or entity nor may any other person or entity be permitted, or allowed to provide Emergency Medical Service or Non-Emergency Ambulance Services of persons requiring such services when that transportation originates within the Contract Service Area, except in instances where Disaster Assistance is required (as specified in Section 6.05) or where Mutual Aid services are required (as specified in Section 6.07) and as described in Article 1, Definitions, Non-Emergency Ambulance Services.

## **Article 3. Mutual Responsibilities and Understandings**

Lifeguard and Brown County contract that all terms, rights, duties and obligations in regard to this Contract for the provision of ambulance service shall be in accordance with the Request for Proposal, as amended, hereafter referred to as "RFP" (Exhibit "A"), Lifeguard's proposal submitted in response to the RFP to provide ambulance services to Brown County (Exhibit "B"), and this Contract. All of these documents are hereby incorporated herein in their entirety as if written word for word. In the event of conflict between any documents, resolution of conflict shall be made by ranking the documents in the following order, highest rank first:

- a. Applicable Federal and State statutes, laws, rules and regulations;
- b. Any applicable City or County Ordinance;
- c. This Contract;
- d. The RFP, as amended;
- e. The Proposal submitted by Lifeguard in response to the RFP. It is intention of Brown County that the terms and conditions specified in the RFP are to be followed by Lifeguard unless specifically countermanded, or otherwise in conflict by this Contract.

**Article 4. Term and Extension of Contract Term**

***Section 4.01 Term of Contract***

The terms and covenants contained in this Contract shall be in effect for a five (5) year term commencing January 1, 2016, and continuing until December 31, 2020 (Contract Term) unless terminated earlier in accordance with this Contract.

***Section 4.02 Extension of Contract Term***

Lifeguard may earn up to five (5) extensions of one (1) year each according to the following terms. To earn each extension, Lifeguard must substantially exceed the minimum requirements of the contract during the previous one year term. Extensions must be applied for prior to 60 days before the end of each contract year, and approved annually, beginning with the third year of the contract. Average Patient Charge and Subsidy requirements, if any, will be negotiated prior to the County's approval. If granted, the first renewal or sixth year of the contract will be granted at the end of the third contract year, if approved by Brown County. This process will repeat for subsequent years of the base contract.

Any year Lifeguard's performance has not substantially exceed the minimum requirements of the contract and Brown County does not grant an extension, or any year Lifeguard does not apply for an extension, will be removed from consideration, shortening the potential length of the contract.

**Article 5. Contract Service Area**

Lifeguard will be responsible for providing all emergency and non-emergency ambulance service within the geographic borders of Brown County.

**Article 6. Scope And Quality Of Services**

***Section 6.01 Basic Service***

Lifeguard shall provide full and complete ambulance operations, maintenance and management services to efficiently and effectively provide Emergency Medical Services and Non-Emergency Ambulance Services within the Contract Service Area on a twenty-four hour per day, seven days per week basis.

Lifeguard shall furnish all equipment, facilities, and medical supplies required for the performance of this

Contract at Contractor's own expense.

Lifeguard shall provide Emergency Medical Services for every patient in need of and requesting a medically necessary transport to a hospital within the Contract Service Area, without regard to ability to pay, without requesting or accepting payment at the time of service.

***Section 6.02 Paramedic Service Level and Units.***

All ambulances shall be licensed at the Mobile Intensive Care Unit (MICU) ("Paramedic") level as designated by the Texas Department of Health. The required paramedic standard equipment, supplies and licensed on-board crew shall be maintained on all units at all times. Lifeguard shall maintain a current copy of the State license(s) and crew certifications on file and available during normal business hours as required by the Texas Administrative Code (TAC). Every 9-1-1 response by Lifeguard shall be made by an MICU ambulance.

***Section 6.03 Performance Standards***

Lifeguard shall regularly maintain ambulances, accessory equipment and medical supplies so as to keep such items in good working order at all times. All Service Units shall be subject to inspection by any designated Brown County official or their designee without notice.

***Section 6.04 Personnel-Use of Own Expertise and Judgment.***

Lifeguard shall provide all personnel necessary to supervise and operate the ambulance service including but not limited to, paramedic level ambulance crews, supervisors, dispatchers, maintenance persons and administrative and business office personnel. Lifeguard shall have full responsibility for conducting its affairs with its workforce including managing personnel and resources in a manner that assures compliance with this Contract.

Lifeguard shall use its own best judgment in deciding upon the methods to be employed to achieve and maintain the levels of performance required hereunder. Such "methods" include compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters which, taken together, comprise Contractor's own strategies and tactics for getting the job done.

***Section 6.05 Disaster Assistance.***

Lifeguard shall be actively involved in planning for and responding to any declared disaster in the area. During a declared disaster, locally or in a neighboring jurisdiction, the normal course of business under the Contract shall be interrupted from the moment the disaster occurs. Immediately upon such notification, Lifeguard shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster occurred. The disaster related provisions of this Contract are:

1. During such periods, Lifeguard shall be released from response time performance requirements until notified by the designated authority within the disaster area that disaster assistance may be terminated.
2. When disaster assistance has been terminated, Lifeguard shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other



relevant considerations.

3. During the course of the disaster, Lifeguard shall use its best efforts to provide emergency coverage throughout the Contract Service Area, and shall suspend non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension.

The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate agencies for cost recovery. Brown County will provide all reasonable assistance to the contractor in recovering these costs; however, Brown County shall not be responsible for payments to Lifeguard.

***Section 6.06 Emergency Standby Services***

Lifeguard agrees to provide Emergency Standby services at no additional cost to the emergency services agencies in Brown County. Lifeguard will be allowed to bill any patient(s) transported or commercial entity as a result of the event or any government agency as a part of disaster recovery.

***Section 6.07 Mutual Aid Contracts.***

Lifeguard shall, provide mutual aid as required by the Texas Department of Health. Additionally, Lifeguard may enter into mutual aid agreements with other agencies which will utilize the other provider's units to occasionally respond to calls within the system's jurisdiction, provided that the level of service is substantially equal to that provided by Lifeguard. Mutual aid may be utilized to augment, but not replace, the services that Brown County is requiring from Lifeguard. Lifeguard will be held accountable for the response times, of any mutual aid provider used in the system.

***Section 6.08 Dispatch and Communications.***

Lifeguard shall provide a continuously staffed twenty-four hour per day Communications Center for the Contract Service Area. Lifeguard must ensure that the Communication Center has and maintains proper E-911 emergency response system equipment to receive both voice and data communication from the E-911 dispatcher. Lifeguard must provide two-way radio communications for all ambulances and the Communications Center. Lifeguard will ensure that each ambulance caller to the center, 9-1-1 or seven-digit, will be put in immediate contact with personnel trained in the use of Medical Priority Dispatch System protocols and related pre-arrival instructions.

While "priority dispatching" as defined by the Fellows of the National Academy of EMS Dispatch is acceptable, Brown County does not allow the concept of "call screening." It shall be a material breach of this contract for the contractor to fail to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services to any location within the regulated service area because of the patient's perceived, demonstrated, or stated inability to pay for such services.

Medical communications workers shall, at a minimum, be certified in emergency medical dispatch (EMD). The contractor shall provide comprehensive internal orientation and testing encompassing EMD certification, CAD system use, system familiarity, and mapping.

The contractor must utilize medical dispatch protocols and pre-arrival instructions approved by the Fellows of the National Academy of EMS Dispatch. The dispatch priorities are subject to change by the

Medical Director

Contractor will also ensure the following is true of all dispatch personnel:

- a) All dispatchers will have experience and/or training as an Emergency Medical Dispatcher (EMD).
- b) Dispatchers' scheduled maximum shift length shall be no more than 12 hours long.

Lifeguard will utilize a computer-aided dispatch system to record dispatch information for all ambulance requests. The CAD time recording system shall include the date, hour, minutes, and seconds. All radio and telephone communications, including pre-arrival instructions and time track, must be recorded and kept for a minimum of ninety (90) days. The computer-aided dispatch system shall meet or exceed the requirements as specified in the RFP.

***Section 6.09 Records.***

Lifeguard shall maintain all records as may now or henceforth be required by the State of Texas for paramedic level emergency medical ambulance services including but not limited to ambulance trip forms and daily dispatcher's log. Patient medical records are the property of Lifeguard and shall remain confidential. Access to patient records can be gained only with permission of the patient or by court order.

***Section 6.10 Independent Contractor***

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

***Section 6.11 Quality Improvement Program***

Lifeguard will develop and implement a quality improvement process for the EMS system as described in the RFP and in the subsequent proposal response. That process shall include, at a minimum, medical dispatch personnel and transport personnel. Lifeguard shall provide in-house or sub-contracted in-service training programs designed to meet employee certification requirements that will be offered at no cost to employees.

***Section 6.12 Reporting***

Lifeguard will report to Brown County on a monthly basis the progress, status, and/or compliance of the following measurements: response time compliance, response times that exceeds the response standards herein, run volumes, patient types and customer inquires and/or complaints. Such reports will be submitted by the 10<sup>th</sup> of each month and collaboratively developed by Lifeguard and Brown County but

must meet Brown County approval.

**Article 7. Response Time Performance**

Brown County has designated response time classifications for both Urban and Rural areas, with which Lifeguard must comply by meeting the specified response times. Brown County will not limit the contractor’s flexibility in providing and improving EMS services. Meeting or exceeding the response time requirements is solely the contractor’s responsibility. The contractor must use its best effort to minimize variations or fluctuations in response time performance according to day of the week, or week of the month.

**Section 7.01 *Response Time Requirement***

Beginning within sixty days of the Effective Date of this Agreement Response time compliance is achieved when 90% or more of responses for each priority are met for each zone as defined in Exhibit #1. Lifeguard will meet the following response time requirements throughout the coverage area as further defined in Section 7 of this contract. The designation of an assignment is accomplished by presumptive prioritization in accordance with Medical Priority Dispatch System protocols.

Zone	Max Allowable Response Time	Max Allowable Response Time	Max Allowable Response Time
	Zone 1	Zone 2	Zone 3
Priority 1	10 minutes	20 minutes	30 minutes
Priority 2	20 minutes	30 minutes	40 minutes
Priority 3	On time	On time	On time
Priority 4	60 minutes	60 minutes	60 minutes
Emergency Transfer	30 minutes	30 minutes	30 minutes

The Priorities are defined as below:

Priority	Definition
1	Bravo, Delta, Echo Priority Response
2	Omega, Alpha, Charlie Priority Response
3	Scheduled Transfer (4 Hour Advance Notification)
4	Unscheduled Hospital Transfer
Emergency Transfer	Extremely Time Sensitive Hospital-to-Hospital Transfer

### ***Section 7.02 Response Time Calculations***

Emergency response times shall be measured via the CAD System from the moment of receipt at Lifeguard's Communications Center of the 911 data transmission (i.e., location, callback number and priority determination/chief complaint), or, in the case of 7-digit access, the receipt of location, callback number and priority determination/chief complaint. In situations where the determination of the priority and chief complaint exceeds 120 seconds, the clock will have considered started at the moment that the callback number and location are first made known.

The response time clock shall be stopped upon Arrival At Incident Location of the first arriving ALS ambulance. In instances when the ambulance fails to report their Arrival At Incident Location, the time of the next communication with that ambulance will be used as the Arrival At Incident Location time. However, Contractor may appeal such instances when it can document the actual arrival time through another means, including First Responder reports or communications tapes.

### ***Section 7.03 Responses/Exceptions and Exemptions***

Lifeguard will maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time, unusual factors beyond Lifeguard's reasonable control affect the achievement of the specified response time standards. These unusual factors may include unusually severe weather conditions, mass casualty incidents (defined as incidents requiring three or more ambulances), declared disasters, or periods of unusually high demand for emergency services. High demand is defined as those periods when three (3) or more 911 ambulance incidents are in progress simultaneously. For purposes of determining compliance with the response time standards every request for ambulance service originating within the Contract Service Area will be counted, except as follows:

The following will not, for purposes of reporting response times, be counted as a response or as an exception:

- a) Responses not resulting in patient contact, unless the call was cancelled by the caller after expiration of the applicable response time standard, and
- b) Responses occurring during a period of severe weather conditions, such that response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel or the public than would result from delayed response; and
- c) Requests during a disaster, locally or in a neighboring jurisdiction (in accordance with an approved mutual aid Contract), in which the County and/or Contractor are rendering assistance, in each case declared by the County Judge or his designee (either at or after the time of service.
- d) Responses which may appear as late runs due to miscellaneous circumstances will be counted as a response, but not counted as an exception, if Lifeguard can fully document that the response time was achieved within the appropriate criteria.

No other causes of late response (e.g., equipment failures, traffic congestion, vehicular accident regardless of origin, ambulance failures, dispatch errors, or inability to staff units) will serve to justify exemption from response time requirements or late run penalties.

If Lifeguard believes that any response or group of responses should be excluded from the calculation of the response time standards because of severe weather or due to “unusual factors beyond Contractor’s reasonable control,” Contractor may provide detailed documentation to Brown County requesting that Brown County exclude these runs from response time calculations. Any such request must be in writing and be received by Brown County or his designee within five (5) business days after the end of each month.

***Section 7.04 Response Times Outside of Service Area***

Lifeguard will not be held accountable for emergency or non-emergency response time compliance for any response dispatched to a location outside of the defined service area. Responses to requests for service outside of the service area will not be counted in the total number of responses used to determine compliance.

***Section 7.05 Each Incident A Single Response***

Each incident will be counted as a single response regardless of the number of units that respond. The dispatch time of the first ambulance dispatched and the on scene time of the first arriving contractor’s or authorized mutual aid ground ambulance will be used to compute the response time for the incident.

***Section 7.06 Response Time Reporting and Audit Trail***

Lifeguard will assure a complete audit trail for all response times and assure Brown County access to the response time data at any time to assure compliance. The contractor must provide, by the tenth day of each calendar month, reports detailing its performance during the preceding month as it relates to each of the performance requirements stipulated herein.

***Section 7.07 Deviations from Response Time Performance.***

Failure to comply with any response time standard or requirement of this RFP or the final contract will be considered a violation of the contract and may result in contractor default as outlined in Article 14, Section 14.0. Default Defined.

***Section 7.08 Last 100 Call Rule***

For every response category and zones within which 100 or more patient contacts occurs, 90% compliance must be met each month. However, for any category/zone in which fewer than 100 patient contacts originate, compliance will be calculated using the last 100 sequential responses for that category/zone.

***Section 7.09 Upgrades, Downgrades and Reassignments.***

From time to time special circumstances may cause changes in priority determination. Response time calculations for determination of compliance will be as follows:

Upgrades, if a Response is upgraded prior to Arrival At Incident Location (e.g., from Immediate Response to Emergency Response), Contractor’s compliance will be calculated based on the shorter of:

- a) Time elapsed from call receipt to time of upgrade plus the higher Response time standard, or
- b) The lower (i.e., Immediate Response) response time standard.

Downgrades. If a Response is downgraded prior to Arrival At Incident Location (e.g., from Emergency Response to Immediate Response), Contractor's compliance and penalties will be calculated based on the time of receipt of the downgrade as follows:

- a) If the Response is downgraded after the original response time standard (i.e., Emergency Response) has elapsed, the Response will be recorded as a late Emergency Response, or
- b) if the Response is downgraded before the original response time standard has elapsed, the lower priority Response time standard (i.e., Immediate Response) will be applicable.

All downgrades will be subject to protocols developed the Medical Director. No 911 emergency call may be downgraded to a priority lower than Immediate.

**Section 7.10 Reassignment Enroute.**

If an ambulance is reassigned enroute prior to Arrival At Incident Location (e.g., to respond to a higher priority request), Contractor's compliance will be calculated based on the response time standard applicable to the assigned priority of the initial Response. The response time clock will not stop until the arrival at incident location on the scene from which the ambulance was diverted.

**Article 8. Responsibility Of Lifeguard**

Lifeguard will indemnify, and hold harmless the County and its officials and employees from and against all claims, demands, damages, punitive damages, and costs, including reasonable attorney's fees and expenses, arising out of the performance of this contract: provided such are:

1. Attributable to bodily injury or death to any person or damage to or destruction of tangible property (other than in performance of this contract); and
2. Is caused in whole by the negligent act or omission of Contractor, its agents, officers and employees in the performance of this Contract.

The obligation of Lifeguard under this paragraph shall not extend to any claims, demands, punitive damages, and costs, including reasonable attorney's fees and expenses resulting from the negligence of the County, its agents, representatives, officials, and employees.

**Article 9. Responsibility Of Brown County**

Brown County will indemnify, and hold harmless Lifeguard and its officials and employees from and against all claims, demands, damages, punitive damages, and costs, including reasonable attorney's fees and expenses, arising out of the performance of this contract: provided such are:

1. Attributable to bodily injury or death to any person or damage to or destruction of tangible property (other than in performance of this contract); and
2. Is caused in whole by the negligent act or omission of Brown County, its agents, officers and employees in the performance of this Contract.

The obligation of Brown County under this paragraph shall not extend to any claims, demands, damages,

punitive damages, and costs, including reasonable attorney's fees and expenses resulting from the negligence of the Lifeguard, its officers, directors, agents, and employees.

**Article 10. Insurance**

Throughout the term of the contract, and any extensions thereof, contractor shall procure, pay for, and maintain the minimum insurance coverage and limits as provided for herein. This insurance shall be evidenced by delivery to entities of certificates of insurance written by one or more insurance companies with an A.M. Best rating of "A" or better, licensed to do business in the State of Texas and acceptable to Brown County. These insurance certificates shall list coverage and limits, expiration dates, and terms of policies, and the names of all carriers issuing or reinsuring these policies if policies are layered or quota share arrangements. Insurance requirements shall remain in effect throughout the term of this Agreement. The following coverage shall be provided:

- 1) Commercial general liability insurance, on an occurrence basis, including but not limited to the following limits unless otherwise stated by exception herein:

Each Occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000
Fire Legal Liability:	\$100,000
- 2) Automobile Liability Insurance shall protect the contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle with limits of at least \$1,000,000 Combined Single Limits. The physical damage to any vehicle of the Contractor, including portable equipment, is the responsibility of the Contractor.
- 3) Professional medical liability insurance, including errors and omissions, with minimum limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and One Million and 00/100 Dollars (\$1,000,000.00) annual aggregate.
- 4) Worker's compensation coverage to statutory limits as required by law; employer's liability insurance of not less than One Million and 00/100 Dollars (\$1,000,000.00) bodily injury by incident, and One Million and 00/100 Dollars (\$1,000,000.00) bodily injury by disease, for each employee.
- 5) Umbrella coverage in the amount of at least Ten Million and 00/100 Dollars (\$10,000,000.00) shall be provided as additional coverage to all underlying liability policies (including Professional Liability). This policy may be written as a "Form Following Excess" policy.
- 6) Insurance coverage for a period of not less than five (5) years retroactive to the termination of this Agreement for any policy written on a "claims made" basis.

All such insurance shall name Brown County, its agents and employees as additional insured, in relation to the General, Auto and Umbrella liability programs outlined above, in amounts equal to the statutory liability limits set forth in the Texas Governmental Tort Claims Act. Brown County must receive at least thirty (30) days' prior written notice of any expiration, cancellation, non-renewal, or material change in coverage of contractor's insurance coverage. Nothing shall absolve contractor of this requirement to provide notice.

- 7) The Contractor shall be responsible for any third party dishonesty allegations and may either insure or self-insure. Brown County will not be liable for any third party dishonesty allegations.
- 8) The Contractor shall be responsible for any Employment Practices Liability allegations. Brown County will not be liable for any employment related allegations between the Contractor or their employees"

Any program of self-insurance risk employed by the contractor shall be subject to prior approval and on-going monitoring by Brown County and its legal counsel. The following items shall be met to Brown County's satisfaction:

- (a) Potential fiscal liability associated with the risk to be assumed by the contractor must be reasonable and limited to an amount which would, if realized, not impair the contractor's ability to perform under this Agreement. The coverage contemplated shall at a minimum be equivalent to the coverage required hereinabove.
- (b) Throughout the term of this Agreement, Brown County shall be immediately notified of any major claims, (defined as any incurred claim equal to or greater than \$100,000) the amount reserved against potential claims, and other program changes that may adversely affect the contractor's ability to provide insurance against potential risks as required in this Agreement. Brown County shall receive a monthly status report on all open claims.
- (c) The self-insured program meets and complies with all applicable state and federal laws and regulations.

#### **Article 11. Assignment**

This Contract is not intended nor shall it be construed to inure to the benefit of any third person or entity not a party hereto and no right, duty or obligation of the Contractor under this Contract shall be assigned to any person, private association or corporation, not-for-profit corporation or public body, without the prior written consent of Brown County, except pursuant to Mutual Aid Contracts or Disaster Assistance, or as specifically provided for herein. Any change in Contractor's ownership shall, for purposes of this Contract, be considered a form of assignment. Brown County shall not unreasonably withhold its approval of a requested change in ownership so long as the transferee is of comparable experience to provide the services at the performance levels outlined in this Contract.



**Article 12. Compliance with Laws**

All services furnished by the Contractor under this Contract shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Lifeguard's sole responsibility to determine which laws, rules, and regulations apply to the services under this Contract, and to maintain compliance with those applicable standards at all times.

**Article 13. Non-Discrimination**

Contractor agrees to comply with all applicable provisions of federal, state, and local laws and regulations pertaining to prohibited discrimination.

**Article 14. Default and Termination**

Prior to the Contract Term and extensions thereof, neither party may terminate this Contract except as provided for in this Contract or in the event of Default by the other party. The Contract may be terminated, with cause, if, thirty (30) days after receiving written notice of a Default of the Contract, the breaching party has failed to cure the Default to the satisfaction of the non-breaching party. To terminate the Contract, the non-breaching party must issue written notice of termination of the Contract to be effective thirty (30) days after expiration of the thirty-day cure period.

***Section 14.01 Default Defined***

Conditions and circumstances that constitute a default of the contract include but are not limited to the following:

1. Failure of the contractor to operate the system in a manner which enables Brown County and the contractor to remain in compliance with federal or state laws, rules or regulations, and with the requirements of the system and/or related rules and regulations
2. Falsification of information supplied by the contractor during or subsequent to this procurement process, including by way of example, but not by way of exclusion, altering the presumptive run code designations to enhance the contractor's apparent performance or falsification of any other data required under the contract
3. Creating patient responses or transports so as to artificially inflate run volumes
4. Failure of the contractor to provide data, within a reasonable time frame, generated in the course of operations including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data or financial data
5. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period
6. Failure of the contractor's employees to conduct themselves consistent with industry standards

7. Failure of the contractor to assure that biomedical equipment is maintained in accordance with manufacturer recommended maintenance procedures
8. Acceptance by the contractor or contractor's employees of any bribe, kickback, or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the contractor or contractor's employees could be reasonably construed as a violation of federal, state, or local law
9. Payment by the contractor or any of the contractor's employees of any bribe, kickback, or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably be construed as a violation of any federal, state or local law
10. Failure of the contractor to maintain insurance in accordance with the contract
11. Failure of the contractor, following the initial two months after this Contract is effected, to meet response time requirements as set forth in the contract in either the Urban or Rural areas for Priority 1 and 2, in any three consecutive months or five or more occurrences during a twelve month period.
12. Failure to maintain a performance bond that meets the terms and amount specified in the contract
13. Any other failure of performance, clinical or other, required in accordance with the contract and which is determined to constitute a default or endangerment to public health and safety
14. Failure of Brown County to pay required subsidies to Lifeguard in accordance with the terms of this Contract
15. If Brown County engages another provider for ambulance services in the Service Area during the term of this Agreement

If conditions or circumstances constituting a default as set forth above, Brown County and Lifeguard shall have all rights and remedies available at law or in equity under the contract, specifically including the right to terminate the contract.

#### ***Section 14.02 Notice of Breach and Remedies***

In the event of contract default, the non-breaching party will give the party in default written notice, return receipt requested, setting forth with reasonable specificity the nature of the default. Within five (5) business days of receipt of such notice, the defaulting party must deliver to non-breaching party, in writing, a plan to cure such breach. The plan will be updated, in writing, every five (5) business days until the breach is cured. The defaulting party shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of default. If the defaulting party fails to cure such breach within the period allowed for cure, or the defaulting party fails to timely deliver the cure plan, or updates to the non-breaching party, the non-breaching party may immediately terminate the contract in accordance with the Contract. The contractor must cooperate completely and immediately with Brown County to affect a prompt and orderly transfer of all responsibilities to Brown County.

Notwithstanding the foregoing, at the reasonable discretion of Brown County, it may determine that the

contractor has defaulted in a manner that is deemed immediately detrimental to the patients and/or system and Brown County may immediately terminate the contract.

The contractor will not be prohibited from disputing any findings of default through litigation; provided, however, that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to Brown County. Such dispute by the contractor will not delay Brown County's access to funds made available by the performance bond. These provisions must be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a default has occurred will be initiated and shall take place only after the transfer of operations to Brown County has been completed, and must not, under any circumstances, delay the process of transferring operations to Brown County or delay access to performance security funds as needed by Brown County to finance such transfer of operations.

The contractor's cooperation with and full support of Brown County's termination of the contract, as well as the contractor's immediate release of performance security funds to Brown County, will not be construed as acceptance by the contractor of the declaration of default, and must not in any way jeopardize the contractor's right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of the contractor to cooperate fully with Brown County to affect a smooth and safe transition shall itself constitute a breach of contract.

#### ***Section 14.03 Change in Laws***

Notwithstanding any other provision of this Contract, if the governmental agencies or their representatives) which administer Medicare, any other payor, or any other federal, state or local government or agency passes, issues or promulgates any law, rules, regulation, standard or interpretation, or any court of competent jurisdiction renders any decision or issues any order at any time while this Contract is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for ambulance services rendered under this Contract, or which otherwise significantly affects either party's rights or obligations hereunder, either Party may give the other notice of intent to amend this Contract to the satisfaction of both parties, to compensate for such prohibition, restriction, limitation or change. If this Contract is not so amended in writing within thirty (30) days after said notice was given, this Contract shall terminate as of midnight on the thirtieth (30<sup>th</sup>) day after said notice was given.

#### ***Section 14.04 "Lame Duck" Provisions***

Should Contractor fail to prevail in a future procurement cycle, the County may depend upon Contractor to continue provision of all services required under this Contract until the new contractor assumes service responsibilities. Under these circumstances Contractor will for a period ninety (90) days after the expiration of the current Contract, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of the existing Contract throughout any such "lame duck" period, the following "lame duck" provisions apply:

- a) Throughout such "lame duck" period, Contractor shall continue all ambulance operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to a different firm;
- b) Contractor shall make no changes in methods of operation which could reasonably be

considered to be aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of this Contract;

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

**Section 14.05 Change in Circumstance**

At any time during the Contract term, in the event that significant circumstances beyond the reasonable control of Lifeguard or Brown County dramatically increase or decrease Lifeguard's expenses or Brown County's revenues, either party may request that the other meet and confer regarding the terms of the Contract.

Potential options include:

- Agree to continue the Contract without changes
- Increase or decrease Lifeguard's compensation
- Modify the performance requirements of the Contract

Examples of circumstances beyond the reasonable control of the parties include, but are not limited to: significant changes in State or federal healthcare reimbursement, State or federal mandates that create an unfunded financial burden on either party, the repeal or reduction of certain taxes or benefit assessments, significant changes in transport volumes, change in the healthcare delivery system within the County, and significant changes in the payor mix.

**Article 15. Subsidy and User Fees**

The system is funded entirely through a combination of user fee revenue, billed and collected by Lifeguard and through a subsidy collected by Brown County and distributed to the provider.

Additionally, proposers shall indicate any annual subsidy requirement for each year of the five (5) - year base contract and provide an explanation of the mechanisms used for the year-to-year increase/decrease, if any.

**Section 15.01 Subsidy**

Brown County authority will pay to Lifeguard an annual subsidy for each of the five (5) years of the base contract. Additional extension year's subsidy will be negotiated as outlined in Article 4, Section 4.02 Extension of Contract Term. Annual subsidy amounts will be paid in 12 equal installments beginning in the second month of the contract.

The annual subsidy requirement for each of the five years:

ANNUAL SUBSIDY	CY 1	CY 2	CY 3	CY 4	CY 5
ANNUAL SUBSIDY	\$105,000.00	\$105,000.00	\$105,000.00	\$105,000.00	\$105,000.00

***Section 15.02 User-Fee Charges***

Lifeguard will provide patient charges to obtain an Average Patient Charge (APC), as defined below, for each year of the five (5) year base contract. Additional extension year's charges will be negotiated as outlined in Article 4, Section 4.02 Extension of Contract Term.

The APC represents the total patient fees charged for services during a certain time frame divided by the number of eligible calls billed for the same time frame. "Eligible" calls include all Brown County calls (9-1-1 and non-9-1-1) and subsequent charges resulting from said calls. This does not include stand-by calls and charges or long-distance transports. The following formula represents this calculation:

$$\frac{\text{Total Patient Charges} - \text{Charges for Non-Eligible Calls}}{\text{Total Calls} - \text{Non-Eligible Calls}}$$

At the end of the sixth month of the contract and every six months thereafter, the contractor shall submit and Brown County shall review the contractor's performance in regard to compliance with the APC. If the contractor is charging more than the APC, the Patient Charges shall be reduced prospectively to compensate for cumulative charges above the proposed APC. Exhibit B provides the full list of charges for Lifeguard.

The Average Patient Charge for each of the five (5) year base contract is as follows:

**Average Patient Charge \$955.43**

***Section 15.03 Extraordinary Adjustment for Unusual Cost Increases***

Lifeguard may, in writing, request of Brown County an adjustment to Contractor's user fees in the event changes in applicable federal, state, or local laws, rules or regulations require changes in Contractor's operations which may reasonably be expected to increase Contractor's cost of producing the services or decrease the provider's sources of revenue. The standard in question must actually constitute an increase in requirements and not merely a clarification of a previously existing standard or an application of the "rule of reason" to interpret an existing standard. If an adjustment is not granted within thirty (30) days after the date of the written request, Contractor may terminate this Contract, without penalty, by giving written notice to the County.

**Article 16. Notice**

All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

Contractor:

Notice to Contractor:

President  
Lifeguard Ambulance Service of Texas, LLC  
216 Aquarius Drive  
Birmingham, AL 35209

Notice to County:

Brown County Judge  
200 S. Broadway  
Brownwood, TX 76801

**Article 17. Miscellaneous Provisions**

***Section 17.01 Performance Security***

Brown County and Lifeguard will execute a three-way leasing agreement or stand-by lease agreement, which will assure Brown County immediate access to any and all equipment, supplies and other assets that Brown County determines are necessary for the continued operation of the system.

As part of this contract Lifeguard has provided a performance bond in the amount of two hundred fifty thousand dollars (\$250,000). Because it will be impracticable to determine the actual damages in the event of contractor's failure to perform and the establishment of material breach or default, the parties shall contract that this amount is a reasonable amount for total liquidated damages. It is expressly understood that the total liquidated damages amount is not considered a penalty, but shall be deemed, taken, and treated as reasonable liquidated damages.

***Section 17.02 Attorney's Fees***

If either party commences an action against the other to enforce any of the terms herein or because of the breach by either party of any of the terms herein, the losing or defaulting party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

***Section 17.03 Entire Contract***

Lifeguard and Brown County contract that all terms, rights, duties and obligations in regard to this Contract for the provision of ambulance service shall be in accordance with the Request for Proposal, as amended, hereafter referred to as "RFP" (Exhibit 3), Lifeguard's proposal submitted in response to the RFP to provide ambulance services to Brown County (Exhibit 4), and this Contract. All of these documents are hereby incorporated herein in their entirety as if written word for word. In the event of conflict between any documents, resolution of conflict shall be made by ranking the documents in the following order, highest rank first:

- a. Applicable Federal and State statutes, laws, rules and regulations;
- b. Any applicable City or County Ordinance;
- c. This Contract;
- d. The RFP, as amended;
- e. The Proposal submitted by Lifeguard in response to the RFP. It is the intention of Brown County that the terms and conditions specified in the RFP are to be followed by Lifeguard unless specifically countermanded, or otherwise in conflict by this Contract.

***Section 17.04 Stand by Lease Agreement***

Should Lifeguard be terminated due to Lifeguard's breach of this Agreement, Lifeguard agrees to continue to provide all services required in and under the Agreement until a new Contractor assumes service responsibilities, for a time period of up to, but not exceeding, ninety (90) days. To assure continued performance fully consistent with the requirements of the Agreement through any such period, the following provisions will apply:

- a. County will pay Lifeguard all subsidies due and owing through the termination date and any subsequent service periods;
- b. Upon such termination of services by the County, if so desired by the County, Lifeguard agrees to lease to County all assets reasonably required to perform ambulance services at fair market value (such as ambulances and medical equipment), as mutually agreed upon by the Parties, for a period of up to but not exceeding ninety (90) days. Such assets may include provision of care by Lifeguard employees temporarily leased to the County;
- c. Lifeguard will continue all operations and support services at the same levels of effort and performance that were in effect prior to the breach or the award of the subsequent Agreement to a competing organization,
- d. Lifeguard will make no changes in methods of operation, which could reasonably be considered to be aimed at cutting services and operating cost to maximize profits during the final stages of the Agreement.

If Lifeguard fails to prevail in a future procurement cycle, Lifeguard will, for a period of time not to exceed ninety (90) days, serve as a lame duck Contractor for the provision of ambulance services. Under these circumstances, the County shall continue to pay Lifeguard's subsidy at its then current rate.

***Section 17.05 Applicable Law***

The validity, construction, performance, and effect of this Contract will be governed by the laws of the State of Texas.

***Section 17.06 Binding Effect***

This Contract will inure to the benefit of and bind the respective parties, their successors, personal representatives and permitted assigns.

***Section 17.07 Headings***

The headings in this Contract are inserted for convenience of reference only and are not to be used in construing or interpreting any provisions of this Contract.

***Section 17.08 Counterparts***

This Contract may be executed in any number of counterparts, any of which shall constitute the Contract between the parties.

***Section 17.09 Invalidity***

If any term, provision, covenant or condition of this Contract, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all terms, provisions, covenants, and conditions of this Contract, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

***Section 17.10 Waiver***

Except as otherwise provided in this Contract, no waiver of any of the provisions of this Contract shall be deemed to be, or shall constitute a waiver of any other provision or similar occurrence, whether or not similar, nor shall any waiver be binding unless evidenced by an instrument in writing executed by the party making the waiver.

***Section 17.11 Delay in Commencement.***

If the delay in the commencement date is caused by events outside the direct and immediate control of the parties hereto, neither party shall be liable to the other for any loss caused by such delay.

***Section 17.12 Appropriations***

Brown County represents that it is a government agency or instrumentality of the State of Texas, and that Brown County has, as of the date of the execution of this Agreement, obtained all requisite approvals and authority to enter into and perform its obligations under this Agreement, including, without limitation, the obligation to make the initial payment or payments required to be made under this Contract on the date or dates upon which such initial payment or payments may otherwise become due during Brown County's current fiscal year. With respect to any subsequent payment which may be required to be made under this Contract in any subsequent fiscal year of Brown County during the Term of this Contract, the parties acknowledge that Brown County's authority to make such subsequent payments is contingent upon appropriation by the Brown County Commissioners Court of funds sufficient for such purpose or may be otherwise be contingent on availability of funds of Brown County sufficient for such purpose. If such additional sufficient funds are not so appropriated to Brown County or are not available to Brown County, this Contract shall terminate as of the first day of the applicable subsequent fiscal year of Brown County with respect to which such sufficient funds are either not appropriated or are not available.

- a. As to requests for appropriated funds for such subsequent fiscal years, Brown County (a) will not affect termination of appropriated funds for the purpose of replacing Lifeguard with an equivalent service supplied by others and (b) will use its reasonable efforts to request appropriation of such additional sufficient funds. Upon such termination, Brown County shall provide at least sixty (60) days' notice to Lifeguard prior to such time as Brown County shall cease use of Lifeguard's services.
- b. In either event, Brown County shall pay Lifeguard any and all subsidies accrued up to the date that Lifeguard ceases provision of services on a pro rata basis.



Witness the execution hereof in duplicate, this 9<sup>th</sup> day of November, 2015.

Brown County, State of Texas

By: E Ray West II  
E. Ray West II  
County Judge

LIFEGUARD, INC.

By: \_\_\_\_\_  
Mr. Brett Jovanovich  
President

**Exhibit 1:**

(Response Time Zone Definition)

**Exhibit 2:**

(Schedule of User Fee)

**Exhibit 3:**

(Request for Proposals (RFP) #16-025)

**Exhibit 4:**

(Lifeguard Ambulance Services Proposal)



**Brown County Commissioners Court**

**Joel Kelton Precinct 2**

**Brown County Courthouse**

**Room 322 Brownwood, Texas 76801**

**(325) 643-1985 Office (325) 643-1356 Fax**

**TO:** Judge E. Ray West III  
Commissioner Gary Worley  
Commissioner Wayne Shaw  
Commissioner Larry Traweek

**FROM:** Commissioner Joel Kelton

**SUBJECT:** Ambulance Contract Recommendation

**DATE:** November 9, 2015

In July 2015 the Brown County Commissioners Court approved the release of a request for proposals (RFP) #16-025 asking for proposals for the provision of Emergency Medical Services/Ambulance Services in Brown County; services which will start on January 1, 2016.

**The Process**

The RFP was properly announced and distributed to all interested parties. Eight ambulance companies registered with the county, identifying their interest in the process. A pre-bid meeting was held on July 21, 2015, where all the interested parties attended. This meeting allowed Brown County representatives to further explain the system, the current emergency medical services (EMS) environment and the procurement process. The potential bidders were encouraged to ask questions and to seek clarifications of the RFP and/or the procurement process.

The potential bidders were allowed additional time to ask clarifying questions in writing. Each question, regardless of the authoring company, was answered and distributed in an addendum to every registered company. This addendum was posted on the Brown County website on August 3, 2015.

The proposals were due on September 8, 2015 by 4:00 p.m. Five companies submitted proposals, they were:

1. Acadian Ambulance
2. Allegiance Ambulance
3. American Medical Response
4. Lifeguard Ambulance
5. LifeNet Ambulance

## **Evaluation and Scoring**

Representatives from the cities of Brownwood, Bangs and Early, Brown County, Brownwood Regional Medical Center and an independent EMS representative were asked to evaluate and score the proposals. County Commissioner Joel Kelton served as the lead contact person and the county's consultant, Steve Athey provided technical advice. Neither Commissioner Kelton nor consultant Steve Athey provided evaluation and/or scoring in this process.

The proposals were distributed to the respective representatives on September 9, 2015 following a one-hour meeting where the scoring matrix was explained (Attachment #1). The representatives reviewed the proposals independently and then met for a day-long session on September 15, 2015 to hear oral presentations from each of the five bidders before providing the final scoring.

A random drawing was held by county representatives to determine the order in which the presentations would occur and the companies provided their presentations in the following order.

1. LifeNet Ambulance
2. Acadian Ambulance
3. Allegiance Ambulance
4. American Medical Response
5. Lifeguard Ambulance

Each company was given the same amount of time in which to present and field questions from the committee. The committee was free to ask any clarifying question they wished. After the final presentation each committee member scored the company's quality offerings and provided their score sheets for tabulation. Price scoring was an objective measure combining the subsidy cost and the cost of ambulance fees. Commissioner Kelton and County Auditor Nina Cox provided oversight and validation of the scoring for both categories, shown below.

### **Final Tabulation**

<b>Reviewer</b>	<b>Acadian</b>	<b>Allegiance</b>	<b>AMR</b>	<b>LifeNet</b>	<b>Lifeguard</b>
1	803	787	791	805	803
2	715	645	595	750	765
3	766	689	741	763	802
4	715	660	765	715	815
5	762	793	774	808	810
6	736	778	757	773	804
<b>Quality Points Ave</b>	750	725	737	769	800
<b>Price Points Ave</b>	106	174	58	48	175
<b>Total Points Ave</b>	<b>856</b>	<b>899</b>	<b>795</b>	<b>817</b>	<b>975</b>

The scoring is shown here in both "quality points" and "price points" for illustration. Lifeguard Ambulance was ranked first in quality points, finishing first on five of the six reviewers scorecards, price and subsequently total points.

**Recommendation**

All participating representatives strongly recommended that the Commissioners Court direct Brown County to begin negotiating an agreement for services with Lifeguard. That approval was given by this court and the agreement has been finalized. It is now further recommended that the Commissioner's Court approve this agreement allowing it to be properly executed by both parties and services to begin on January 1, 2016.