

**Contract for Exclusive
Ambulance Service**

between

Brown County, State of Texas

and

**Lifeguard Ambulance Service of
Texas, LLC**

December 4, 2023
(Exhibit #3)

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS	1
ARTICLE 2. CONSIDERATIONS	3
ARTICLE 3. MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS	3
ARTICLE 4. TERM AND EXTENSION OF CONTRACT TERM	4
4.01. TERM OF CONTRACT	4
4.02. EXTENSION OF CONTRACT TERM.....	4
ARTICLE 5. CONTRACT SERVICE AREA	4
ARTICLE 6. SCOPE AND QUALITY OF SERVICES	4
6.01 BASIC SERVICE	4
6.02 PARAMEDIC SERVICE LEVEL AND UNITS	5
6.03. PERFORMANCE STANDARDS	5
6.04. PERSONNEL – USE OF OWN METHODS AND JUDGMENT.....	5
6.05. DISASTER ASSISTANCE.....	5
6.06. EMERGENCY STANDBY SERVICES.....	6
6.07. MUTUAL AID CONTRACTS	6
6.08. DISPATCH AND COMMUNICATIONS.....	6
6.09. RECORDS	7
6.10. INDEPENDENT CONTRACTOR	7
6.11. QUALITY IMPROVEMENT PROGRAM	7
6.12. REPORTING.....	8
6.13. NON-EMERGENCY MEDICAL SERVICES.....	8
6.14. COOPERATION WITH HMCB; COORDINATION MEETINGS	8
ARTICLE 7. RESPONSE TIME PERFORMANCE	8
7.01. RESPONSE TIME REQUIREMENT	8
7.02. RESPONSE TIME CALCULATIONS.....	9
7.03. RESPONSES/EXCEPTIONS AND EXEMPTIONS.....	9
7.04. RESPONSE TIMES OUTSIDE OF SERVICE AREA.....	10
7.05. EACH INCIDENT A SINGLE RESPONSE	10
7.06. RESPONSE TIME REPORTING AND AUDIT TRAIL	10
7.07. DEVIATIONS FROM RESPONSE TIME PERFORMANCE	11
7.08. LAST 100 CALL RULE	11
7.09. UPGRADES, DOWNGRADES AND REASSIGNMENTS	11

7.10. REASSIGNMENT ENROUTE.....	11
ARTICLE 8. RESPONSIBILITY OF LIFEGUARD	11
ARTICLE 9. RESPONSIBILITY OF BROWN COUNTY	12
ARTICLE 10. INSURANCE.....	12
ARTICLE 11. ASSIGNMENT.....	14
ARTICLE 12. COMPLIANCE WITH LAW	14
ARTICLE 13. NON-DISCRIMINATION	14
ARTICLE 14. DEFAULT AND TERMINATION	14
14.01 DEFAULT DEFINED	14
14.02. NOTICE OF BREACH AND REMEDIES	15
14.03. CHANGE IN LAWS	16
14.04. "LAME DUCK" PROVISIONS.....	16
14.05 CHANGE IN CIRCUMSTANCE.....	17
ARTICLE 15. SUBSIDY AND USER FEES.....	17
15.01. SUBSIDY.....	18
15.02. USER FEE CHARGES	18
15.03. EXTRAORDINARY ADJUSTMENTS FOR UNUSUAL COST INCREASES	19
ARTICLE 16. NOTICE	19
ARTICLE 17. MISCELLANEOUS PROVISIONS.....	19
17.01. PERFORMANCE SECURITY	19
17.02. ATTORNEY'S FEES.....	20
17.03. ENTIRE CONTRACT	20
17.04. STAND BY LEASE AGREEMENT	20
17.05. APPLICABLE LAW	21
17.06. BINDING EFFECT.....	21
17.07. HEADINGS.....	21
17.08. COUNTERPARTS.....	21
17.09. INVALIDITY.....	21
17.10. WAIVER	21
17.11. DELAY IN COMMENCEMENT.....	21
17.12. APPROPRIATIONS.....	22

Contract for Exclusive Ambulance Service

Whereas Lifeguard Ambulance Service of Texas, LLC 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 original three (3) year term commencing January 1, 2024, and continuing until December 31, 2026 (with three (3) automatic one (1) year renewals, unless notice of intent not to renew is given), 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 State Health Services, 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, hospital wall times in excess of 20 minutes, 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), where Mutual Aid services are required (as specified in Section 6.07) or when Lifeguard is unable to respond to a transfer request of Hendrick Medical Center Brownwood (HMCB) as provided in Section 6.13 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 "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. This Contract;
- b. The RFP and Lifeguard's proposal viewed together.

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 three (3) year term commencing January 1, 2024, and continuing until December 31, 2026 (Contract Term) unless terminated earlier in accordance with this Contract.

Section 4.02 Extension of Contract Term

The Contract shall be automatically renewed for up to three (3) one (1) year renewals, unless written notice of the intent not to renew is delivered by either party to the other party no less than one hundred and eighty (180) days prior to the end of the three year Contract Term or one year extension term, if extended. Any term of this Contract starting or competing after September 1, 2024, are subject to appropriation by the County.

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.

Without limiting the foregoing, Lifeguard shall provide, house and staff a minimum of four (4) ambulances in the geographic boundaries of the Contract Service Area at locations mutually agreeable to Brown County, with all four (4) being Mobile Intensive Care Units ("Paramedic") level. During the term of this Contract, Lifeguard will ensure that no more than one (1) ambulance shall be located outside the Contract Service Area at any given time. Lifeguard shall maintain minimum staffing levels each day to support four ambulances. In addition, Lifeguard shall employ at least one (1) 1/2- time Operations Supervisor who will be in the Contract Service Area for at least 20 hours per week during the daytime hours. That person shall be licensed as an EMT-P. During times of inadequate paramedic staffing, i.e., the staffing level for the 24 hour period falls below (3) three paramedics and (5) five EMTs, it will be acceptable for Lifeguard to drop down to three (3) MICU Ambulances and one (1) BLS ambulance provided that this inadequate paramedic

staffing shall not occur more than 96 hours in any one calendar month. If the inadequate paramedic staffing level described above occurs for more than 96 hours in any one calendar month, or if at any time the staffing level for the day falls below three (3) paramedics and (5) five EMTs, Lifeguard will reimburse Brown County \$75 per hour per person until such time as the staffing level returns to the minimum required level. Notwithstanding the above, Lifeguard shall be exempt from any reimbursement under this Section in the event the staffing deficiency is due to pandemic (i.e. COVID, flu...), epidemic or other similar outbreaks.

Section 6.02 Paramedic Service Level and Units.

All ambulances used for Emergency Ambulance Services shall be licensed at the Mobile Intensive Care Unit (MICU) ("Paramedic") level as designated by the Texas Department of State Health Services. 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 a MICU Paramedic level ambulance. The only approved exemption to this requirement is noted in Section 6.01 Basic Service.

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 Methods and Judgement 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. 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 10th of each month and collaboratively developed by Lifeguard and Brown County but must meet Brown County approval.

Section 6.13 Non-Emergency Medical Services

Brown County hereby grants to Lifeguard the exclusive right and privilege to provide Emergency Ambulance Services and Non-Emergency Ambulance Services within the Contract Service Area. Brown County shall use reasonable efforts to maintain this exclusive agreement in favor of Lifeguard. Brown County hereby grants subrogation rights to Lifeguard who may take any and all appropriate legal action against any company or third party infringing upon the exclusive rights of Lifeguard, such action to be at the sole cost and expense of Lifeguard. Notwithstanding the foregoing, in the event that Lifeguard cannot respond to an inter-facility Non-Emergency Ambulance transfer service request made by Hendrick Medical Center Brownwood (HMCB) within one hundred twenty (120) minutes after receiving the transfer request from HMCB, HMCB may utilize the services of another EMS agency that has a signed Mutual Aid Agreement on file with Lifeguard, or if such agency is unable to respond within one hundred twenty (120) minutes or does not exist, another EMS agency selected by HMCB, in its sole and absolute discretion.

Section 6.14 Cooperation with HMCB; Coordination Meetings

Lifeguard shall coordinate medical protocols with HMCB and HMCB's medical director, such protocols to be subject to HMCB's approval, such approval to not be unreasonably withheld. Lifeguard will have meetings, at least quarterly, between their supervisor and Brown County, the City of Brownwood and HMCB to facilitate coordination and the efficient provision of the services in this Contract.

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

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 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;
- c) Hospital wall times in excess of 20 minutes; and
- d) 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 or his designee (either at or after the time of service).

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 in that month, 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 by 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, Lifeguard 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, of contractor's insurance coverage. Nothing shall absolve contractor of this requirement to provide notice.
- 7) 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) 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

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, including, without limitation, access to the equipment, supplies and other assets pursuant to the three-way leasing agreement or stand-by lease agreement between Brown County and the Contractor pursuant to Section 17.01 of the Contract. 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 one hundred and eightieth (180th) 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 subsidies paid by the governing body of Brown County.

Section 15.01 Subsidy

Brown County authority will pay to Lifeguard an annual subsidy for each of the three (3) years of the Contract term. Annual subsidy amounts will be paid in 12 equal installments in advance beginning in the first month of the contract. The annual subsidy amount will be increased three percent (3%) effective January 1st of each year during the term of the Contract. Lifeguard reserves the right to request a subsidy adjustment only if an extraordinary situation arises beyond Lifeguard's control. "Extraordinary situation(s)" are defined as a pandemic outbreak, other equivalent catastrophe or other unforeseen circumstance beyond Lifeguard's control which significantly increases Lifeguard's costs of providing services under this Contract. Lifeguard shall provide written notice, along with adequate written documentation to Brown County of the increased costs of services, and shall negotiate, in good faith, with Brown County for a period of at least sixty (60) days to determine if a mutually acceptable subsidy increase can be reached. If Lifeguard and Brown County cannot agree on a mutually agreeable increase in subsidy at the end of the 60 day period, Lifeguard may terminate the Contract, after giving Brown County one hundred and eighty (180) days prior written notice.

The annual subsidy requirement for each of the first three years shall be:

ANNUAL SUBSIDY	CY 1	CY 2	CY 3
ANNUAL SUBSIDY	\$450,000	\$463,500	\$477,405

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 three (3) 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. Exhibit2 provides the full list of charges for Lifeguard for the 3 year contract.

The Average Patient Charge for each of the three (3) year base contract is as follows:

Average Patient Charge \$2142.33

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 one hundred and eighty (180) days prior 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
Global Medical Response
4905 New York Ave, Suite 151
Arlington, TX 76018

With copy sent to Contractor Legal Department

Global Medical Response
Attn: Legal Department
4400 State Hwy 121, Ste. 700
Lewisville, TX 75056

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, in the event of termination of this Agreement with cause.

As part of the Contract, Lifeguard has provided, and will maintain for the Contract Term, a performance bond in the amount of two hundred fifty thousand dollars (\$250,000) in accordance with the form attached hereto as Exhibit B. The performance bond may be an annual performance bond, but it shall be renewed for each year of the Contract Term. The failure to renew the performance bond shall constitute a material breach by Lifeguard. A copy of the renewed bond shall be provided to the County promptly, but not later than thirty (30) days after renewal.

No later than seven (7) days after Brown County issues notice of termination of the Contract because of a default by the Contractor (the "Liquidated Damages Payment Deadline"), the Contractor shall pay to Brown County liquidated damages in the sum of \$250,000 (the "Liquidated Damages"). As part of this Contract, the bonding company or surety will, if Contractor does not pay the Liquidated Damages to Brown County by the Liquidated Damages Payment Deadline, pay the Liquidated Damages to the County no later than ten (10) days after the Liquidated Damages Payment Deadline.

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. This Contract;
- b. The RFP, and Lifeguard's proposal viewed together.

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 15TH day of December, 2023.

[Signature page to follow]

Brown County, State of Texas

By: DocuSigned by:
Shane Britton
3A25E10BEEFAG4EC...
Shane Britton
County Judge

LIFEGUARD, AMBULANCE SERVICE OF TEXAS, LCC

By: DocuSigned by:
Steve Dralle
6295F68152484C2...
Steve Dralle
President

Exhibit 1:

(Response Zones)

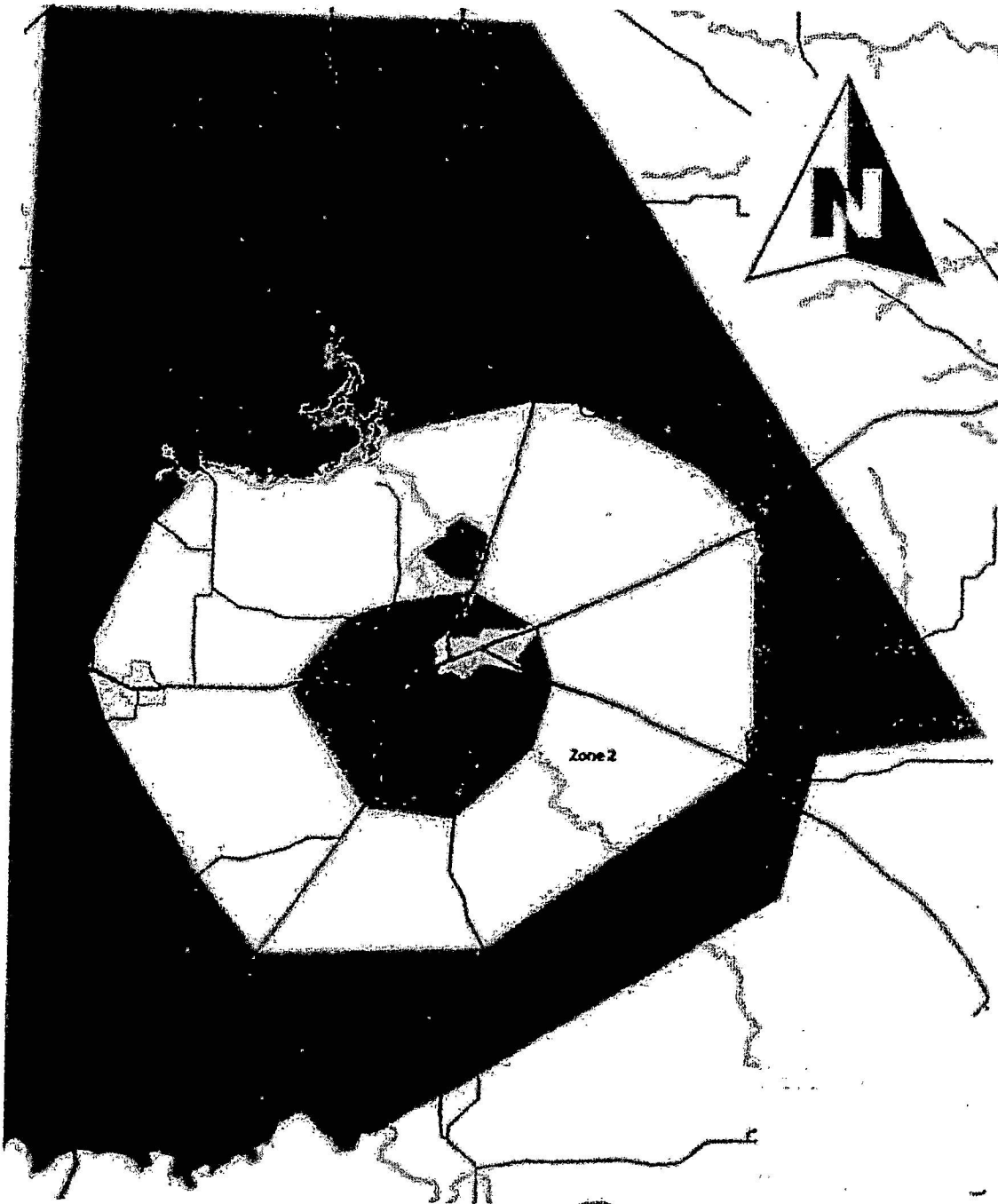


Exhibit 2:

(Schedule of User Fees)

XIV. PRICING – OPTION A

Subsidy Request

LIFEGUARD'S BROWN COUNTY SUBSIDY REQUEST		
YEAR ONE	YEAR TWO	YEAR THREE
\$450,000	3% increase over year one subsidy	3% increase over year two subsidy

Please Note: LGA wishes to provide quality patient care and innovative services to the citizens of Brown County at the best price point value. Therefore, we welcome the opportunity to further negotiate our rate and subsidy structure to ensure a legally compliant, sustainable and mutually beneficial system model.

Service Charges

BROWN COUNTY BASE RATES				
SERVICE LEVEL	Advanced Life Support (ALS)	Advanced Life Support 2 (ALS2)	Basic Life Support (BLS)	Specialty Care Transport (SCT)
PROPOSED CHARGE BASE RATE (Excludes Mileage)	\$1971.27	\$2,280.80	\$1,710.62	\$2,606.63
AVERAGE PATIENT CHARGE (APC)	\$2,786.73	\$3,096.26	\$2,526.08	\$3,422.09
CURRENT CHARGE*	\$758.18	\$877.23	\$657.93	\$1002.55

*LGA's proposed service charges are significantly lower than the current fees charged in Brown County. LGA strives to provide the highest quality care and performance at the best market service charge for the patients we transport and have programs in place to assist local citizens with their ambulance bill.

*LGA's proposed base rate does not include additional supplies and equipment used. LGA is happy to discuss additional details as requested by Brown County.

Mileage Charge

BROWN COUNTY MILEAGE RATE	
DESCRIPTION	Mileage (per Loaded Mile)
CHARGE/FEE	\$46.44

Exhibit 3:

(Request for Proposals (RFP) #02-2023)

Exhibit 4:

(Lifeguard Ambulance Services Proposal dated March 20, 2023)

Exhibit 5:

Performance Bond



6363 S. Fiddlers Green Circle, Ste. 1400
Greenwood Village, CO 80111
www.globalmedicalresponse.com

December 21, 2023

County Judge Shane Britton
Brown County Court House
200 South Broadway Street
Brownwood, TX 76801

RE: Executed Performance Bond – 5410783 – Lifeguard Ambulance Service of Texas

Dear Judge Britton,

Enclosed is the fully executed bond mentioned above. Should you need any further information, please do not hesitate to contact me.

Kind Regards,

A handwritten signature in black ink, appearing to read "Jessica B. Florian". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jessica B. Florian
Risk and Safety Analyst
Global Medical Response
6501 S. Fiddlers Green Cir, Suite 100 | Greenwood Village, CO 80111
W: 303.495.1238 | C: 303.513.7621

PERFORMANCE BOND
Annual – Cancelable Form

Great American Insurance Company
301 E. Fourth Street, 24th Floor, Cincinnati, Ohio 45202-4201

Bond No. 5410783

KNOW ALL BY THESE PRESENTS, That we Lifeguard Ambulance Service of Texas, LLC, d/b/a Global Medical Response, as Principal, and Great American Insurance Company, of Ohio, authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Brown County, State of Texas, as Obligee, in the maximum penal sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Surety Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Exclusive Ambulance Service (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms. Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the term of the above mentioned Contract unless earlier cancelled pursuant to paragraph 2 below. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew or cancel this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. This Bond may be canceled at any time upon ninety (90) days advance written notice from the Surety to the Obligee.
3. In the event of a default by the Principal in the performance of the Contract during the term of this bond, and after an investigation by the Surety, the Surety shall, with reasonable promptness, cure the default, find an acceptable principal to complete the Contract, or tender the bond penal sum to the Obligee. This does not provide coverage to any indirect loss or costs by the Obligee including, but not limited to legal fees, court costs, expert fees or interest.
4. The above referenced Contract has a term ending December 31, 2026. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall have the final and definite expiration date of December 31, 2026, unless earlier nonrenewed or canceled pursuant to paragraph 1 or 2 above.
5. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
6. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
7. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

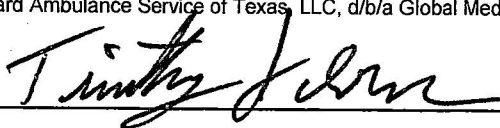
Surety Address:

Great American Insurance Company
301 E. Fourth Street, 24th Floor, Cincinnati, Ohio 45202-4201
Attn: Bond Claims Department

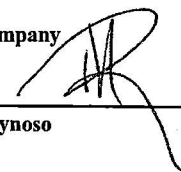
8. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 18th day of December, 2023.

Lifeguard Ambulance Service of Texas, LLC, d/b/a Global Medical Response

By: , Principal

Great American Insurance Company

By: , Attorney-in-Fact
Maria De Los Angeles Reynoso

**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT**

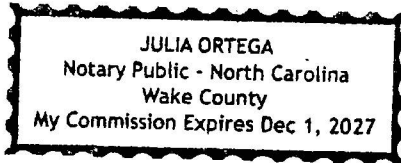
Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

Maria De Los Angeles Reynoso
Name(s) of principal(s)

Date: December 18, 2023

(Official Seal)




Official Signature of Notary

Julia Ortega, Notary Public
Notary's printed or typed name

My commission expires: Dec. 1, 2027

OPTIONAL

This certificate is attached to a _____, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.
Date *# of pages*

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **EIGHTEEN**

No. 0 22179

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
TINA K. NIERENBERG THUYDUONG LE	BETTY L. TOLENTINO	ALL
VIRGINIA L. BLACK M.MOODY	ROBERT P. WRIXON	\$100,000,000
BRIAN F. COOPER MAUREEN O'CONNELL	K. ZEROUNIAN	
SUSAN M. EXLINE JULIA ORTEGA	MISTY R. HEMJE	
SUSAN HECKER KEVIN RE	COURTNEY CHEW	
BRITTANY KAVAN JANET C. ROJO	MARIA DE LOS ANGELES REYNOSO	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **27TH** day of **APRIL**, 2023

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **27TH** day of **APRIL**

MARK VICARIO (877-377-2405)

2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **18th** day of **December**, 2023



Atty L C B

Assistant Secretary