

RESOLUTION NO: 2015-01-15A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CHAMPION EMS TO PROVIDE PARAMEDIC AND AMBULANCE SERVICES TO THE CITIZENS OF THE CITY OF OVERTON; AND PROVIDING FOR AN EFFECTIVE DATE OF FEBRUARY 1, 2015 THROUGH JANUARY 31, 2020.

WHEREAS, Champion EMS has provided the citizens of the City of Overton, Texas with paramedic and ambulance service under an existing agreement for the past five (5) years; and

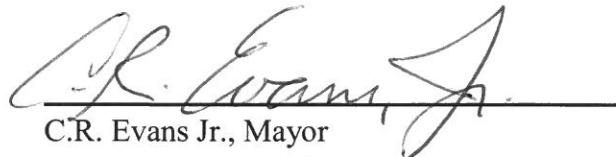
WHEREAS, the City of Overton and Champion EMS have negotiated the terms and conditions of an Agreement as set forth in "Attachment A" of this Resolution, (which is attached herein and made a part the Agreement for all purposes), to continue paramedic and ambulance service to the citizens of Overton, Texas; and

WHEREAS, the contract between the City of Overton and Champion EMS shall become effective as of February 1, 2015 and continue through January 31, 2020.

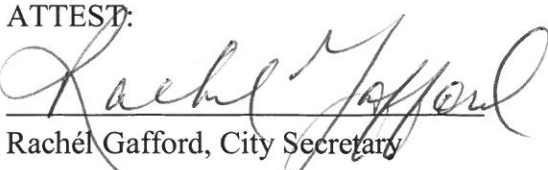
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT:

That the Mayor is authorized on behalf of the City to execute the attached Agreement which permits and requires Champion EMS to provide Paramedic and Ambulance Service to the City of Overton, Texas for a period of five years under terms and conditions stipulated in the Agreement.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS 15th DAY OF JANUARY, 2015.


C.R. Evans Jr., Mayor

ATTEST:


Rachel Gafford, City Secretary





CONTRACT
FOR
PARAMEDIC AMBULANCE SERVICES

By and Between
The City of Overton
and
CHAMPION EMS
February 1, 2015

1. Definitions

- 1.1 The following terms and definitions govern in this Contract.
- 1.2 “CEMS” means Champion EMS, a Texas nonprofit corporation.
- 1.3 “Contract” means this Contract for Paramedic Ambulance Services.
- 1.4 “City” means The City of Overton, Texas.
- 1.5 “Effective Date” means the date when all parties have executed this Contract.
- 1.6 "Parties" means collectively the City and CEMS.
- 1.7 “Party” means individually the City or CEMS.
- 1.8 “Person” means a natural person, a private entity (such as a corporation, partnership, limited partnership, limited liability company, joint venture, trust, or other company or association), or a public entity (such as a federal, state, or local governmental entity, agency, department, unit, or subdivision).
- 1.9 “Service Area” means the geographical area within the boundaries of the City and any legally recognized extra-territorial areas under the jurisdiction of the City.

2. Purpose of this Contract

The City and Champion EMS collectively intend to partner together and with the City Fire and Police departments to promote the public safety, welfare and health on behalf of the residents living within the Service Area. Accordingly, and in consideration of the terms set forth herein and for other valuable consideration, the City and CEMS agree to the terms of this Contract.

3. Rights and Duties of CEMS

- 3.1 CEMS shall provide one fully staffed Mobile Intensive Care Unit (“MICU”) ambulance to provide emergency and non-emergency ambulance and emergency medical services to all residents of the Service Area. CEMS shall staff each ambulance used in the Service Area with one qualified Paramedic and one qualified Emergency Medical Technician (Basic or Intermediate).
- 3.2 In furnishing ambulance services, CEMS shall maintain all federal, state, and local required licenses and certifications of CEMS and its personnel; employ and manage all ambulance personnel; provide all in-service training required of ambulance personnel; provide for 9-1-1 and non-emergency dispatch

services; furnish all supplies, fuel, lubricants, maintenance, repairs, and insurance for the ambulance and equipment; maintain superior working relationships with first responders and law enforcement agencies; ensure courteous, professional, and safe conduct of all ambulance personnel and other staff; inform the City's governing body in a timely manner of all activities and issues that may reasonably affect CEMS's services in the Service Area; and participate in an annual financial audit of funds provided by the City.

- 3.3 CEMS shall transport all patients to the nearest appropriate facility in a life-threatening emergency or if in a non-life or limb threatening emergency to a hospital of patient's choice within CEMS Service Area.
- 3.4 In appropriate situations, CEMS shall arrange for MICU helicopter service with CEMS providing backup ground ambulance coverage.
- 3.5 In emergency assignments, CEMS shall strive to respond and provide a transport capable, paramedic staffed, MICU ambulance at the scene of each life-threatening emergency request occurring within the City within 8 minutes and 59 seconds on not less than 90% of all life-threatening emergency dispatch response requests (i.e., 9-1-1 EMS classified calls) occurring within the City. Such exception shall not be the basis for contract default.
- 3.6 In non-emergency assignments, CEMS shall strive to provide a transport capable Advanced Life Support ("ALS") ambulance at the scene as follows: If CEMS has received at least 24-hours advance notice, within 30 minutes of the scheduled pick-up time. If CEMS has not received at least 24-hours advance notice then within 1 hour of the scheduled pick-up time. Such exception shall not be the basis for contract default.
- 3.7 These response times shall not apply to assignments during unusually severe weather conditions, multiple casualty incidents, declared disasters inside or adjoining the Service Area, and other situations beyond the reasonable control of CEMS.
- 3.8 If CEMS is unable to provide ambulance service to a patient in the Service Area within an appropriate time, CEMS may arrange for another licensed ambulance provider to furnish services to such patient via a mutual aid provider.
- 3.9 CEMS is not obligated under this agreement to provide a dedicated ambulance at high school football games or any other public relations event.
- 3.10 For the services provided under this Contract, CEMS will charge the patient or the person responsible for payment according to CEMS's rates in effect at the time of service in accordance with Texas State law.

- 3.11 CEMS may offer and sell memberships in CEMS's subscription (membership) program to residents in the Service Area according to CEMS's program in effect at the time of the offer in accordance with Texas State Law. The City shall be supportive of these efforts intended to reduce the overall operating and capital expense of providing EMS throughout the City. The City shall allow for the collection of the annual subscription fee on its water utility bill and may retain 25 cents of each month's fee as an administrative charge for such collection. A monthly remittance of the fees collected minus the administrative fee will be conveyed to CEMS along with the name and address of the household member. Such conveyance of information is required for compliance with State rules and regulations of the membership/subscription programs.
- 3.12 CEMS agrees that in the event the federal and state governments act to increase reimbursement for the provision of ambulance service under its Medicare and Medicaid programs to work collaboratively with the City to review the necessity of a continued subsidy for such services.
- 3.13 CEMS shall pay all associated utility expenses for electricity associated with the operation of the ambulance station owned by and located in the City of Overton.

4. Rights and Duties of the City

- 4.1 CEMS shall be the exclusive provider of emergency and non-emergency ground ambulance services inside the Service Area, except in those instances when CEMS is unable to provide services for a patient and arranges for another licensed ambulance provider to furnish services to such patient.
- 4.2 The City shall not contract with or give permission to any other person, agency or entity to provide emergency or non-emergency ground ambulance services inside the Service Area without the prior written consent of CEMS.
- 4.3 The City shall provide support in the form of housing for the EMS crew, equipment, supplies and ambulance and a \$3,000 monthly subsidy to support the CEMS City of Overton ambulance.

5. Insurance and Indemnity

- 5.1 CEMS shall maintain insurance satisfying these minimum requirements:
- [a] Commercial general liability insurances of \$1,000,000 per occurrence combined single limit for claims resulting from bodily injury or property damage.

[b] Commercial automobile liability insurance of \$1,000,000 per occurrence combined single limit for claims resulting from bodily injury or property damage.

[c] Medical malpractice insurance of \$1,000,000 per claim.

5.2 CEMS shall furnish the City with a certificate of insurance indicating such insurance coverage is in effect and requiring the insurance carrier to give the City 30 days written advance notice of any cancellation, change, termination, failure to renew or renewal, or any change in coverage of any policy reflected on such certificate. Upon request, CEMS shall provide the City with other satisfactory evidence that such insurance is in effect.

5.3 Upon request, CEMS shall have the City named as an additional insured when allowed on an insurance policy without a significant increase in cost to CEMS.

5.4 CEMS hereby indemnifies, defends, and holds harmless the City, its agents, and its employees from any claim, loss, damage, cost, charge, expense, and reasonable and necessary attorney's fees arising out of any act or omission by CEMS in providing the services that are the subject of this Contract.

6. Term of the Contract

6.1 This Contract will begin on February 1, 2015 and end on January 31, 2020 at midnight unless renewed subject to the provisions outlined under Section 6.0, herein.

6.2 The City may not cancel this contract within the first five-year term due to the capital investments made by CEMS for the specific purpose of providing the services required within this contract.

6.3 This Contract may automatically renew for up to one additional five-year renewal term unless cancelled by CEMS with 90 day notice to the City. Following the initial five-year term the City may enact the provisions within this section to terminate this contract given 90 day notice to CEMS.

6.4 Additionally, the terms of this Contract may be re-negotiated by either party following the initial five year term.

7. Default and Remedies

7.1. CEMS will be in default under this Contract if CEMS –

- [a] Commits a material failure to operate the ambulance service in the manner required by federal, state, and local laws, rules and regulations.
- [b] Intentionally supplies the City with false or misleading information with regard to records, documents or data kept for the purposes of determining CEMS's performance under this Contract.
- [c] Deliberately scales down operations to the detriment of performance or level of service without the prior consent of the City.
- [d] Allows its employees to chronically and persistently fail to conduct themselves in a professional manner and to present a professional appearance to such extent that the City may be harmed.
- [e] Intentionally fails to provide data generated in the course of operations to the City specifically patient report data, response time data, or financial data.
- [f] Intentionally fails to assist the City in assuming operations after the termination of this Contract.
- [g] Substantially and consistently fails to meet or exceed applicable clinical or operational standards.
- [h] Substantially and consistently fails to maintain equipment in accordance with manufacturer or industry accepted maintenance practices.
- [i] Makes an assignment for the benefit of its creditors; is adjudicated insolvent or bankrupt; or is the subject of any legal action under bankruptcy, receivership, dissolution, or liquidation.
- [j] Fails to furnish key personnel of quality and experience.
- [k] Fails to submit reports and information to the City upon request.
- [l] Fails to maintain insurance as specified in this Contract.
- [m] Otherwise materially fails to perform its duties under this Contract.

7.2 The City will be in default under this Contract if the City –

- [a] Contracts with or gives permission to any other person to provide emergency or non-emergency air or ground ambulance services inside the Service Area without the prior written consent of CEMS. Provided, however, in the event of a major catastrophe or event requiring emergency medical services beyond the capacity of

Champion EMS, either Champion EMS or the City may request that another person provide emergency or non-emergency air or ground ambulance services inside the Service Area on a temporary basis during such event.

[b] Otherwise materially fails to perform its duties under this Contract.

7.3 If a default occurs, the non-defaulting party shall give written notice to the defaulting party, specifying the date, time, and nature of the default. Upon receipt of such notice, the defaulting party shall have 30 days to cure such default, or if the default cannot be cured within 30 days, shall commence reasonable actions within such 30 days to cure the default within a reasonable time.

7.4 If a default occurs and is not cured as provided above, the non-defaulting party may pursue any remedy provided by law or equity, including the following remedies:

[a] Terminate this Contract by providing written notice of termination to the defaulting party.

[b] Specifically enforce the terms of this Contract.

7.5 The parties do not anticipate a dispute will arise between them regarding the performance of this Contract. In the event, however, such a dispute arises, the parties agree to participate in non-binding mediation in an effort to resolve such dispute before the filing of any lawsuit. In the event a lawsuit is filed, the prevailing party shall be entitled to recover its reasonable and necessary attorney's fees, litigation expenses, and court costs from the non-prevailing party.

8. General

8.1 This Contract is the final and entire agreement between the parties. This Contract supersedes all prior negotiations and agreements relating to the subject of this Contract, which are merged or integrated herein. This Contract can be modified only by a written document signed by each party.

8.2 This Contract may be executed in multiple counterparts, each of which shall constitute and be deemed for all purposes to be an original. Separate signature pages may be combined in one document.

8.3 This Contract is binding upon and shall inure to the benefit of each party's successors and assigns.

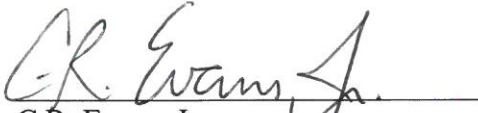
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CONTRACT FOR PARAMEDIC AMBULANCE SERVICES

Signature Page

In agreement to the conditions outlined herein the parties hereby affix their signatures representing their agreement hereto:

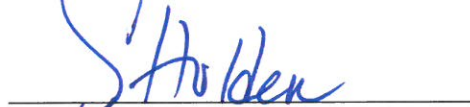
For and on behalf of
The City of Overton


C.R. Evans, Jr.
Mayor, City of Overton

Date: 1 / 15 / 2015

and

For and on behalf of
Champion Emergency Medical Services:


Stan Holden
Chief Executive Officer

Date: 1 / 20 / 2015

ATTACHMENT A

COMMITMENT TO 1ST RESPONDER SUPPORT AND QUALITY CARE

CEMS' commitment to quality care extends to its 1st Responder agencies and personnel with whom we work through the Contract Service Area. Texas State EMS regulations require formal affiliation between every 1st Response organization and a licensed EMS provider. Champion EMS will coordinate and support the development of a formalized 1st Response Network by providing:

- A. State mandated affiliation for 1st Responders;
- B. Entry-level and in-service training programs;
 - 1. Emergency Care Attendant
 - 2. CPR classes
- C. Assistance in purchasing of automatic defibrillator(s). The automatic defibrillator or AED on the units will significantly improve the survivability of heart attack victims. Participating volunteer 1st Responders with AEDs can provide cardiac patients with direct intervention that could significantly enhance chances for survival. CEMS will provide the following assistance;
 - 1. Automated External Defibrillation certification;
 - 2. Integrated quality improvement program;
 - 3. On-scene medical supply exchange program; and
 - 4. Assistance with fund-raising.
- D. All training programs will be offered at no cost to the First Responder Organizations. In addition, any Continuing Education training program offered to CEMS personnel shall also be open to all members of the First Responder Organization at no cost.