

EMERGENCY AMBULANCE SERVICE AGREEMENT

This Agreement by and between THE COUNTY OF WEBB, TEXAS ("County"), and ANGEL CARE AMBULANCE SERVICE, LLC ("Angel Care Ambulance Service", is effective the 1st day of October, 2014, **WITNESSETH:**

WHEREAS, in order to properly provide for the health, safety, and general welfare of its citizens in the critical area of emergency medical care, it is of the utmost importance to the County that it ensures that at all times during the term of this Agreement, Angel Care Ambulance Service adheres, without deviation, to such specifications and that Angel Care Ambulance Service fully performs its obligations pursuant to this Agreement in a timely manner;

WHEREAS, for the reasons stated, both parties acknowledge that it is both prudent and appropriate that this Agreement contain provisions providing for severe and immediate remedies for the County if Angel Care Ambulance Service fails to adhere to the specifications or if Angel Care Ambulance Service breaches any of its obligations pursuant to this Agreement;

NOW, THEREFORE, Incorporating the foregoing recitals by reference, the parties hereby agree as follows:

I.

GENERAL DESCRIPTION OF THE SERVICE. The County does hereby retain Angel Care Ambulance Service, and Angel Care Ambulance Service does hereby agree to provide full time emergency ambulance services to those persons ("Clients") of Webb County, Texas, requiring such service in the area outside the incorporated *areas* of Webb County. This service shall be subject to the terms and upon the conditions herein stated.

Further, the County does hereby retain Angel Care Ambulance Service, and Angel Care Ambulance Service does hereby agree to provide full time back-up emergency ambulance

service anywhere in Webb County in the event of a disaster, or in the event the Sheriff of Webb County requests back-up emergency ambulance service.

II.

GEOGRAPHICAL EXTENT OF SERVICES. Angel Care agrees to provide primary emergency ambulance service to all of Webb County outside the incorporated areas.

III.

DESTINATION. Angel Care Ambulance Service agrees to transport any client to the nearest appropriate emergency care facility for treatment. However, it is agreed that Angel Care Ambulance Service is not required to transport any client outside of the geographical limits of Webb County or to operate its equipment in any manner outside of such boundaries; but Angel Care Ambulance Service may, from time to time, elect to voluntarily provide such service.

IV.

UNITS. Vehicles and equipment will comply with Texas Administrative Code, Health Services Department of State Health Services Emergency Medical Care Emergency Medical Services Provider Licenses Requirements, Title 25, Part I, Chapter 157.11. Angel Care Ambulance Service will also be required to comply with all updates.

Angel Care Ambulance Service agrees to provide two 24 hour staffed ambulance and one backup that will be staffed upon the dispatch of the first unit to cover the County to satisfy the response requirements of the contract, at the agreed cost of \$64,000.00 per month. All units will be fully equipped MICU ambulances to be stationed at all times at its principal office in Webb County, Texas or at various remote locations situated for the purpose of improved response times and subject to relocation depending on call density. All unity on assignment will be manned by a two-member

crew at all times during the term of this Agreement.

Angel Care Ambulance Service will provide a complete list of vehicles for this contract complete with vehicle type, year, and mileage. A description of the organization's vehicle maintenance program will also be included.

Angel Care Ambulance Service is fully responsible for the maintenance and replacement of vehicles and equipment necessary to fulfill the obligations of this contract. Angel Care shall provide such vehicles and equipment in sufficient quantity and quality to ensure that no lapse in service exists during times of maintenance or vehicle/equipment failure. It is preferred that units used to provide service under this contract have less than 90,000 miles and not be more than 2 years old.

V.

TERM. The initial term of the agreement shall commence on the 1st day of October, 2014 and shall expire on the 30th day of September, 2017, with the extension of 2 years negotiated six months prior of the end of the contract. Quarterly meetings will be held between Providers and the County Fire and EMS Committee or on an as needed basis.

VI.

PERSONNEL. Angel Care Ambulance Service personnel will comply with Texas Administrative Code, Health Services Department of State Health Services Emergency Medical Care Emergency Medical Services Provider Licenses Requirements, Title 25, Part 1, Chapter 157.11. Angel Care Ambulance Service will also be required to comply with all updates.

At all times, Angel Care Ambulance Service agrees to staff its principal offices with no less than one (1) dispatcher assigned 24 hours/365 days and to have at least one mechanic on call. At all times, Angel Care Ambulance Service agrees to staff all units with adequately trained and qualified personnel.

Current required Minimum Staffing.

MICU - when response-ready or in-service - one certified or licensed paramedic and **one EMT**.

All employees of Angel Care Ambulance Service must:

- (1) Be at least eighteen (18) years of age;
- (2) Have not been convicted of a felony or any offense involving moral turpitude within the past five (5) years;
- (3) If a driver, have not had any license for the operation of motor vehicle suspended or revoked within the last five (5) years;
- (4) If a driver, be the holder of a current Texas State Class C license;
- (5) If an attendant, be a State of Texas registered emergency care attendant or higher classification as recognized by the State of Texas;
- (6) Have a certificate of health executed by a physician license to practice medicine in the State of Texas showing that the individual is free of contagious or communicable disease and, if a driver, free of any color blindness or any disability which would impair this ability to safely operate a vehicle;
- (7) Encourages Employees to Attend in an accredited defensive driving class within six (6) months of the date of hire and every two years thereafter.
- (8) Participate in "in-service-training" which includes current emergency medical procedures.

Angel Care Ambulance Service agrees to maintain a current list of employees on file with the Texas Department of State Health Services (DSHS).

VII.

CONSIDERATION. In consideration for the rendition of the services described herein on the part of Angel Care Ambulance Service, the County does hereby agree to pay the sum of \$ 64,000 dollars per month, to provide two MICU ambulances and one MICU ambulance back-up in service at all times. Said monthly sum shall be paid by the County upon receipt of a monthly invoice from Angel

Care Ambulance Service for the services rendered during the preceding month.

VIII.

SERVICE FEES. As additional consideration for the services of Angel Care Ambulance Service, Angel Care Ambulance Service shall charge and collect a reasonable fee for the services rendered to the clients of the emergency service. Said base rates shall be based on the Center of Medicare/Medicaid Services Rates. See CMS\Center of Medicare and Medicaid Services Ambulance Fee Schedule www.cms.hhs.gov/AmbulancefeeSchedule/. As rates change, provider shall comply with the new rates. Other services or supplies will be charged to the clients based on generally accepted industry practices.

Angel Care Ambulance Service will be solely responsible for all collection efforts from the clients of their service and Angel Care Ambulance Service shall utilize whatever means are properly at their disposal to collect such fees, so long as such means do not interfere with the prompt and effective rendition of service to its clients.

IX.

COMMUNICATION WITH THE SHERIFF'S DEPARTMENT. Angel Care Ambulance Service agrees to maintain communication with the Webb County Sheriff's Office at all times. Angel Care Ambulance Service acknowledges and understands that the Webb County Sheriff's Office is authorized and empowered by the County to deal directly with Angel Care Ambulance Service in terms of calling for emergency service and in terms of interpreting the obligations of Angel Care Ambulance Service in emergency or disaster situations. The County will provide Angel Care Ambulance Service Inc. with five portable radio units, two mobile units, and one base station of pare technology with Sheriff's Office for use during the duration of the Agreement. Costs of installation and removal of the mobile units and the base station will be

borne by Angel Care Ambulance Service. Angel Care Ambulance Service will be responsible for the Webb County equipment and be liable if the equipment is damaged, lost, or stolen. If any piece of the County provided equipment is lost or destroyed, the Angel Care ambulance Service has the duty to report the loss or destruction as soon as possible, but in any case no longer than 10 days. Following the loss or destruction of County equipment Angel Care ambulance Service has 30 days to replace the equipment or the County may constitute the loss as a breach of the agreement. Angel Care agrees to the terms of use as identified in the Memorandum of Understanding for Interoperability User Access between Webb County and the City of Laredo. A protocol will be developed and implemented between Angel Care Ambulance Inc. and the Webb County Fire and EMS Department.

X.

DEFINITIVE CARE PROCEDURES. If used, definitive care procedures (IV, therapy, drug administration, cardiac defibrillation and endotracheal instrumentation) shall be pursuant to the Medical Protocol approved by the Medical Director of Angel Care Ambulance Service. Angel Care Ambulance Service shall have protocols approved by its medical director identifying procedures for each EMS certification or license level utilized by the provider. Protocols shall also address the use of non-EMS certified or licensed medical personnel who, in addition to the EMS staff provide patient care on behalf of the provider and/or in the provider's EMS vehicles. Physicians, nurses, and other health care practitioners who regularly provide patient care in EMS vehicles shall be EMS certified. The protocols shall address the use of all required, additional, and specialized medical equipment carried by any EMS vehicle in the provider's fleet. Protocols shall have an effective date and an expiration date, which corresponds to the effective and expiration dates of the provider's EMS license, and shall indicate specific applications including geographical area and

duty status of personnel. For patient care reasons and with appropriate consideration from the media director, a provider's protocols may be expanded or overridden by on-line medical control, off-line medical direction or by patient-specific orders.

XI.

RECORDS AND REPORTS. Angel Care Ambulance Service agrees to maintain at its offices financial books and records in accordance with generally accepted accounting principles, consistently applied throughout the terms of this agreement; and also agrees to maintain adequate records on each response, including detailed information regarding client condition, treatment, disposition, time of call, location, and whether the client was insured. Angel Care Ambulance Service agrees to report quarterly on its operations to the Webb County Commissioners Court at one of its regularly scheduled meetings. Said report shall include statistics on response times, number of calls, and location of calls.

XII.

AUDITS. At any time the County, or its duly authorized representatives, shall have the right to enter the offices of Angel Care Ambulance Service in order to inspect or audit financial books and records. At such times, the County, or its duly authorized representatives, shall have the right to inspect any records it deems necessary and appropriate to conduct such an audit; including but not limited to: (i) all billings and invoices; (ii) all personnel records; (iii) all equipment maintenance records; (iv) all payroll tax records; (v) all correspondence files; and (vi) all accountant's work papers pertaining to Webb County. The County shall have a right to copy, at its own expense, any records pertaining to County emergency business. The cost of any such audit shall be borne by the County

XIII.

RESPONSE TIME. Angel Care Ambulance Service agrees to respond to all calls and to transport all clients to their destination with as much speed as is reasonable and prudent under the prevailing conditions, Specifically, Angel Care Ambulance Service agrees that a response time of no longer than 15 to 30 minutes for responding to calls is reasonable under most circumstances. The County Sheriffs Dispatch Control Center will inform the City of Laredo Fire Dispatch Control Center of an Emergency Call in place, and that Provider is responding Code 3 through the city.

Vehicles, Equipment and Supplies

Equipment and Supplies will be based on Texas Administrative Code Health Services Department of State Health Services Emergency Medical Care Emergency Medical Services Provider Licenses Requirements Title 25 Part 1 Chapter 157.11. Angel Care Ambulance Service shall maintain all equipment and supplies as required by state law and regulation and medical protocol.

Vehicles shall exceed or meet national standards for Emergency Ambulance Service and be in sound mechanical condition and capable of passing Texas Safety Inspection at any time. Type I, II or III vehicles as described in General Services Administration revised Federal specification for the "Star of Life Ambulance" (KICK-A)1922A) April 1, 1980 are the minimum standards.

XIV.

WARRANTIES AND REPRESENTATIONS. Angel Care Ambulance Service warrants and represents that:

- (1) It has utilized its best efforts to ensure that all of its employees meet all of the qualifications contained in Article VI;
- (2) It will promptly terminate, suspend or remove from the position that requires the qualifications, any employee who does not meet the qualifications contained in Article

- VI. Further, it will immediately remove from the position of driver, any driver who is arrested, on duty or off, for driving while intoxicated;
- (3) It will promptly replace or repair any unit that is not in first class condition, reasonable wear and tear excepted;
 - (4) If at any time more units than those designated by this Agreement (3 Units) are needed because of an emergency involving multiple victims Angel Care Ambulance Service Inc. will activate its Mutual Aid Agreement with other Ambulance Providers in order to adequately respond to the emergency;
 - (5) It will cause its emergency ambulance service to be operated, at all times, in strict compliance with all applicable statutes, laws, regulations, and ordinances;
 - (6) It will pay, in a timely fashion, all taxes and fees;
 - (7) It will promptly deliver a certificate of insurance reflecting a minimum of one million dollars in liability coverage to the Risk Manager of Webb County;
 - (8) The execution of this Agreement and the performance of its obligations pursuant to this Agreement will not violate the terms of any other agreement;
 - (9) It has reviewed this Agreement with its attorney and has been fully apprised of the legal effect of the terms and conditions of this Agreement;
 - (10) All of the above warranties and representations are true and correct as of the date of this Agreement and will remain true and correct throughout the term of this Agreement.

XV.

INDEMNITY CLAUSE. Angel Care Ambulance Service is an Independent Contractor and agrees to indemnify and hold the County harmless from any and all claims, lawsuits, damages, injuries, or liabilities, howsoever caused, arising from the death of injury of any

person or persons, including employees of Angel Care Ambulance Service or from the damages or destruction of any property or properties caused by or connected with performance of this Agreement by Angel Care Ambulance Service or its agents, servants, or employees.

XVI.

DEFAULT. The following are events of default by Angel Care Ambulance Service under this Agreement:

- (1) Angel Care Ambulance Service's failure to pay any obligation it is required to pay by the terms of this Agreement;
- (2) Angel Care Ambulance Service's failure to fully and timely perform any of its obligations pursuant to the terms of this Agreement;
- (3) Specifically enforce the provisions of this Agreement by means of a decree from a court of competent jurisdiction;
- (4) The insolvency, or transfer in fraud of creditors, or assignment for the benefit of creditors by Angel Care Ambulance Service, or any of its principals;
- (5) The filing by Angel Care Ambulance Service, or any of its principals, of a petition for bankruptcy, or the adjudication of Angel Care Ambulance Service, or any of its principals, as bankrupt or insolvent in proceedings filed against Angel Care Ambulance Service, or any of its principals;
- (6) The appointment of a receiver for all or substantially all the assets of Angel Care Ambulance Service or any of its principals;
- (7) The transfer, conveyance, sale, gift or assignment by the principals of Angel Care Ambulance Service of ownership of any portion of the assets and business of Angel Care Ambulance Service (This does not prevent the transfer of shares of the business between the principals existing at the time of the execution of this Agreement.);
- (8) The involuntary conveyance or transfer of ownership of any portion of the assets

and business of Angel Care Ambulance Service.

XVII.

REMEDIES. Upon the occurrence of any event of default as described in Article XVI, the County may do any one or more of the following without any notice or demand whatsoever;

- (1) Terminate this Agreement;
- (2) Proceed against Angel Care Ambulance Inc. for monetary damages in a court of competent jurisdiction;
- (3) Specifically enforce the provisions of this Agreement by means of a decree from a court

XVIII.

NOTICES. Any notice required hereunder shall be deemed received by the party to be notified whenever a letter containing such notice is deposited with the United States Postal Service, certified mail, return receipt requested, with proper postage affixed thereto and addressed to the party to be notified in the following manner:

County:

County Judge
Webb County
1000 Houston Street, 3rd Floor Laredo
Texas 78040

With Copies to:

Sheriff
Webb County Sheriff's Office
902 Victoria St.
Laredo, Texas 78040

County Attorney
Office of the Webb County Attorney
1110 Washington, St., Ste. 301
Laredo, Texas 78040

Provider

Angel Care Ambulance Service:

Angel Care Ambulance Service, LLC
P.O. Box 440235
Laredo, Texas 78044-0235

XIX.

MISCELLANEOUS.

- (1) No waiver by the County of any violation or event of default shall be deemed or construed to constitute a waiver of any other violation or event of default herein contained. Forbearance by the county to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.
- (2) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural unless the context otherwise requires.
- (3) The captions are inserted in this Agreement for convenience only and in no way define, limit or described the scope of intent of this Agreement, or any provision hereof, nor in any way affect the interpretation of this Agreement.
- (4) This agreement may not be altered, changed or amended except by an instrument in writing signed by both parties.
- (5) If any provision of this Agreement is found to be illegal, invalid or unenforceable, the remaining provisions of this agreement shall continue as if such illegal, invalid, or unenforceable provision was not part of this Agreement.


IN WITNESS WHEREOF, we have hereunto set our hands on this the ____ day of September, 2014.

Angel Care Ambulance Service, LLC
P.O. Box 0235
Laredo, Texas 78044-0235




(Owner)

ATTEST:




Danny Valdez
Webb County Judge



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**