

EMERGENCY AMBULANCE SERVICE AGREEMENT

This Agreement by and between THE COUNTY OF EL PASO, TEXAS (“County”), and LIFE AMBULANCE SERVICE, INC. (“Life Ambulance Service”), is effective the 1st day of October, 2008.

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, Life Ambulance Service adheres, without deviation, to such specifications and that Life 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 Life Ambulance Service fails to adhere to the specifications or if Life 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 Life Ambulance Service, and Life Ambulance Service does hereby agree to provide full time emergency ambulance services to those persons (“Clients”) of El Paso County, Texas, requiring such service in the area of the County of El Paso outside the incorporated area of the City of El Paso, except for the area known as Transmountain and the wilderness area associated with it. The covered area measures approximately 764 square miles and has a population of approximately 131,000. This service shall be subject to the terms and upon the conditions herein stated, and Life Ambulance agrees to maintain a full time dispatch center at its principal offices located at 5720 Trowbridge, Suite B, El Paso, Texas (Also known as Station #4).

Further, the County does hereby retain Life Ambulance Service, and Life Ambulance Service does hereby agree to provide full time back-up emergency ambulance service anywhere in El Paso County in the event of a disaster, or in the event the Sheriff of El Paso County requests back-up emergency ambulance service.

II.

GEOGRAPHICAL EXTENT OF SERVICES. Life Ambulance Service agrees to provide primary emergency ambulance service to the area of all of El Paso County outside the incorporated area of the City of El Paso, except the area known as Transmountain and the wilderness area associated with it.

III.

DESTINATION. Life Ambulance Service agrees to transport any client to the nearest appropriate emergency care facility for treatment. However, it is agreed that Life Ambulance Service is not required to transport any client outside of the geographical limits of El Paso County or to operate its equipment in any manner outside of such boundaries; but Life 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 1, Chapter 157.11. Life Ambulance Service will also be required to comply with all updates.

Life Ambulance Service agrees to provide a sufficient number of ambulances to adequately cover the County to satisfy the response requirements of the contract. All units will be a Type 1, Type II or Type III ambulance, at its option, to be stationed at all times at its principal office in El Paso, Texas or at various remote locations situated for the purpose of improved response times and subject to relocation

depending on call density. All units on assignment will be manned by a two-member crew at all times during the term of this Agreement.

Current remote locations outside the City of El Paso are as follows:

Existing Stations:

Station #1 7672 Doniphan, Canutillo 79835

Station #2 131 Passmore, Socorro 79927

Station #3 217 W. Main, Fabens 79836

Station #5 14925 Nunda, Horizon 79928

New Station to be operational beginning October 1, 2008:

Station #6 14636 Montana, El Paso 79938

These station locations may change based on call density reports and other considerations, as long as the locations remain outside the city limits of El Paso and in locations reasonably designed to minimize response times.

V.

TERM. The initial term of the agreement shall commence on the 1st day of October, 2008, and shall expire on the 30th day of September, 2011. Upon mutual agreement of the parties, the agreement may be renewed for additional one year periods following the expiration of the initial term.

VI.

PERSONNEL. Life 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. Life Ambulance Service will also be required to comply with all updates.

At all times, Life Ambulance Service agrees to staff its principal offices with no less than one (1) dispatcher and to have at least one mechanic on call. At all times, Life Ambulance Service agrees to staff all units with adequately trained and qualified personnel.

Current required Minimum Staffing.

(1) Basic Life Support (BLS) - when response-ready or in-service - two emergency care attendants (ECA)s.

(2) BLS with Advance Life Support (ALS) capability - when response-ready or in-service below ALS - two ECAs. Full ALS status becomes active when staffed by at least an emergency medical technician (EMT)-Intermediate and at least an EMT.

(3) BLS with Mobile Intensive Care Unit (MICU) capability - when response-ready or in-service below MICU - two ECAs. Full MICU status becomes active when staffed by at least a certified or licensed paramedic and at least an EMT.

(4) ALS - when response-ready or in-service - one EMT-Intermediate and one EMT.

(5) ALS with MICU capability - when response-ready or in-service below MICU - one EMT-Intermediate and one EMT. Full MICU status becomes active when staffed by at least a certified or licensed paramedic and at least an EMT.

(6) MICU - when response-ready or in-service - one certified or licensed paramedic and one EMT.

(7) Specialized - when response-ready or in-service - two certified or licensed personnel, certification or licensure level determined by the type and application of the vehicle and approved by the medical director.

(8) As justified by patient needs, providers may utilize appropriately certified and/or licensed medical personnel in addition to those, which are required by their designation levels. In addition to the care rendered by the required staff, the provider shall be accountable for care rendered by any additional personnel.

All employees of Life 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) Participate 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.

Life 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 Life Ambulance Service, the County does hereby agree to pay the sum of \$37,690 dollars per month. Said monthly sum shall be paid by the County upon receipt of a monthly invoice from Life Ambulance Service for the services rendered during the preceding month.

VIII.

SERVICE FEES. As additional consideration for the services of Life Ambulance Service, Life 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 public use file

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.

Life Ambulance Service will be solely responsible for all collection efforts from the clients of their service and Life 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. Life Ambulance Service agrees to maintain communication with the El Paso County Sheriff's Office at all times. Life Ambulance Service acknowledges and understands that the El Paso County Sheriff's Office is authorized and empowered by the County to deal directly with Life Ambulance Service in terms of calling for emergency service and in terms of interpreting the obligations of Life Ambulance Service in emergency or disaster situations.

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 Life Ambulance Service. Life 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 medical 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. Life 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, name, address, telephone number, and social security number of client and responsible party. Life Ambulance Service agrees to report quarterly on its operations to the El Paso 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 Life 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 bank account records; (v) all federal income tax returns; (vi) all State of Texas franchise tax returns; (vii) all payroll tax records; (viii) all correspondence files; and (ix) all accountant's work papers. 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 unless a discrepancy of 3% or greater is found in total income, total

expenses, or total cash flow items, in which case the cost of the audit shall be paid by Life Ambulance Service.

XIII.

RESPONSE TIME. Life 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, Life Ambulance Service agrees that the following average times for responding to calls are reasonable under most circumstances.

Upper Valley	5 -8 minutes on average
Lower Valley	8 - 13 minutes on average

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. Life 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” (KKK-A)1922A) April 1, 1980 are the minimum standards.

XIV.

WARRANTIES AND REPRESENTATIONS. Life 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) It will cause its emergency ambulance service to be operated, at all times, in strict compliance with all applicable statutes, laws, regulations, and ordinances:

(5) It will pay, in a timely fashion, all taxes and fees:

(6) It will promptly deliver a certificate of insurance reflecting a minimum of one million dollars in liability coverage to the Risk Manager of El Paso County;

(7) The execution of this Agreement and the performance of its obligations pursuant to this Agreement will not violate the terms of any other agreement;

(8) It has reviewed this Agreement with its attorney and has been fully apprized of the legal effect of the terms and conditions of this Agreement;

(9) 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. Life Ambulance Service 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 Life Ambulance Service or from the damages or destruction of any property or properties caused by or connected with performance of this Agreement by Life Ambulance Service or its agents, servants, or employees.

XVI.

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

- (1) Life Ambulance Service's failure to pay any obligation it is required to pay by the terms of this Agreement;
- (2) Life Ambulance Service's failure to fully and timely perform any of its obligations pursuant to the terms of this Agreement;
- (3) The insolvency, or transfer in fraud of creators, or assignment for the benefit of creditors by Life Ambulance Service, or any of its principals;
- (4) The filing by Life Ambulance Service, or any of its principals, of a petition for bankruptcy, or the adjudication of Life Ambulance Service, or any of its principals, as bankrupt or insolvent in proceedings filed against Life Ambulance Service, or any of its principals;
- (5) The appointment of a receiver for all or substantially all the assets of Life Ambulance Service or any of its principals;
- (6) The transfer, conveyance, sale, gift or assignment by the principals of Life Ambulance Service of ownership of any portion of the assets and business of Life 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.);
- (7) The involuntary conveyance or transfer of ownership of any portion of the assets and business of Life 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 Life Ambulance Service for monetary damages;

(3) Specifically enforce the provisions of this Agreement by means of a decree from a court of competent jurisdiction;

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
El Paso County
500 E. San Antonio, Suite 301
El Paso, Texas 79901

With copies to:

Sheriff
El Paso County Sheriff's Office
3850 Justice Drive
El Paso, Texas 79938

County Attorney
El Paso County
500 E. San Antonio, Room 503
El Paso, Texas 79901

Life Ambulance Service:

Life Ambulance Service, Inc.
P.O. BOX 26486
El Paso, Texas 79926
5720 Trowbridge
El Paso, Texas 79925

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 describe the scope or 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 29th day of September, 2008.

ATTEST:

EL PASO COUNTY, TEXAS

By: _____
Delia Briones, County Clerk

By: _____
Anthony Cobos, County Judge

LIFE AMBULANCE SERVICE, INC.

By: _____
Rachel B. Harracksingh, President