

## **INTERLOCAL AGREEMENT FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES (EMS)**

This interlocal agreement for Ambulance and Emergency Medical Services (EMS) (herein "Agreement") is entered into effective \_\_\_\_\_, by and between Bexar County Emergency Services District No. 4 ("District"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code and The City of Fair Oaks Ranch, Texas ("City"), a home rule municipality.

### **RECITALS**

**WHEREAS**, both District and City propose to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code to allow District to perform certain governmental functions and services for City, which shall be limited to Ambulance and EMS for persons located within the geographic boundaries of the City; and

**WHEREAS**, District is an emergency services District providing emergency services in the District, but not including the territorial limits of the City, and is duly licensed and certified under the laws of the State of Texas to provide ambulance and EMS; and

**WHEREAS**, District, a licensed Emergency Medical Services Provider under the provisions of the Texas Emergency Medical Services Act, has the capability to provide advanced life support emergency medical services with ambulances typically staffed by both Emergency Medical Technician-Paramedic (EMT-P) and Emergency Medical Technician-Basic (EMT-B) certified personnel; and

**WHEREAS**, District has the necessary experience and qualifications to perform the services contemplated hereunder and has agreed to provide said services; and

**WHEREAS**, the City desires to protect the health and welfare of the residents of City and the traveling public visiting and passing through the City; and

**WHEREAS**, the City's fire department, EMS, and ambulance transport services are provided through third party contracts; and

**WHEREAS**, the City wishes to remove the confusion of overlapping jurisdiction of the three counties situated in the city limits; and

**WHEREAS**, it would be to the City's and District's advantage to enter into an agreement for Ambulance and EMS in the City; and

**WHEREAS**, the City has agreed to the terms of service provision and compensation as provided herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the City and District hereby agree as follows:

### **ARTICLE I - PURPOSE**

- 1.01 The purpose of this Agreement is to secure advanced life support emergency medical service coverage, with ambulances typically staffed by both Emergency Medical Technician-Paramedic (EMT-P) and Emergency Medical Technician-Basic (EMT-B) certified personnel, for sick and injured persons in the City of Fair Oaks Ranch.
- 1.02 In the performance of services under this Agreement, District and its employees shall always be independent contractors. The City shall neither have nor exercise any control or direction over the methods by which District performs its services, except as expressly provided by this Agreement.
- 1.03 This Agreement does not create an employment relationship, partnership, or joint venture between District, its subcontractors, agents or employees and the City. Neither District nor its subcontractors, agents or employees shall be deemed employees of the City for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the City.
- 1.04 The City Manager of the City or his/her authorized designee of the City shall be the liaison responsible for communication with District. The Administrator of the District or his/her authorized designee of the District shall be the liaison responsible for communication with City.

### **ARTICLE II - TERM**

- 2.01 This Agreement shall be for a period of six months, beginning April 1, 2025, and ending September 30, 2025 (the "Term"). Either party may terminate this Agreement, by providing the other party not less than 60-days written notice.
- 2.02 **Immediate Termination.** The City may terminate this Agreement immediately upon notice to District, in the event of: (a) District's violation of any applicable Federal, State or local law, rule or regulation governing the operation of emergency medical services; (b) the revocation or suspension of any of District's licenses, accreditations or certifications; (c) District's failure to maintain the Professional and General Liability Insurance coverage specified hereunder or a material change in the original terms of such insurance; (d) District's failure to comply with the terms, conditions or determinations of any Quality Management Program or other City requirements; or (e) City's determination that the health, safety or welfare of any patient may be in jeopardy if this Agreement is not terminated.
- 2.03 **Termination Due to Material Breach.** The City, at any time by written notice to District, may declare this Agreement in default and terminate this Agreement. District shall have thirty (30) days after receipt of written notice to cure any default unless such right to cure

is waived or cure is deemed impossible. The City shall be the sole judge of whether the default has been satisfactorily cured. The events giving rise to termination under this section include but are not limited to:

- (a) failure by District in the performance of any of its obligations hereunder;
- (b) a proceeding in bankruptcy or under any law for relief of debts involving District as a debtor;
- (c) expiration or cancellation of any policy of insurance agreed to be maintained by District.

### **ARTICLE III - SERVICES**

- 3.01 District will provide continuous emergency medical dispatch, emergency medical services ("EMS" herein, defined below) and hospital transportation for sick and injured persons located in the City of Fair Oaks Ranch 24 hours per day, seven days per week during the term of this Agreement. "EMS" means services used to respond to a perceived need for immediate medical care to prevent death or aggravation of physiological or psychological illness or injury and does not include hospital to hospital ambulance service.
- 3.02 District shall provide the necessary qualified and certified personnel and equipment for providing Ambulance and EMS to the City in accordance with this Agreement and the operational standards and practices used by the District and shall enter into and maintain reciprocal mutual aid agreements with surrounding governmental entities and emergency services districts when necessary or advisable.

### **ARTICLE IV - PERFORMANCE REQUIREMENTS AND STANDARDS**

- 4.01 **Provider Licensure.** District shall secure and maintain a valid and current license as an EMS provider from the Texas Department of State Health Services (TDSHS). District shall provide that all vehicles used for EMS shall meet all minimum specifications and equipment requirements as prescribed by TDSHS.
- 4.02 **Ambulances and Staffing.** District shall provide sufficient ambulances and staff to provide twenty-four hours per day, seven days per week emergency medical services coverage and transport for all areas within the City of Fair Oaks Ranch. Additionally, twenty-four hours per day, seven days per week, District shall provide support to first responders on scene when requested to do so and shall also serve as the scene EMS transport provider for first responders serving the City of Fair Oaks Ranch. District shall make every effort to staff all ambulances with at least one emergency medical technician Basic (EMT-B) and one emergency medical technician Paramedic (EMT-P) who have active status certification, as required for MICU-level services by 25 TAC 157.11(g). Exception to the MICU-level staffing shall be in the event of a disaster situation whether Human made or an act of God. All EMTs and EMT-Ps must successfully complete National Incident Management System (NIMS) courses, IS-100, 200, 700, 800 for disaster

management. All Bexar County ESD 4 employees must possess and maintain an appropriate and current Texas driver's license at all times.

- 4.03 **Radio Systems.** District, at its sole expense, shall maintain the ability to communicate on the Alamo Area Regional Radio System (AARRS) and all applicable City/County interoperability talk groups. Each ambulance and medic shall be equipped with appropriate radio equipment to ensure reliable communication with District Dispatch Center, the Bexar County Public Safety Communications Center, the Boerne Dispatch Center, and all public safety entities that serve the City of Fair Oaks Ranch.
- 4.04 **Global Positioning System/Automatic Vehicle Location.** District, at its sole expense, shall have in operation at all times throughout the duration of this Agreement, a Global Positioning System/Automatic Vehicle Location system on all ambulances and integrated dispatch technologies to facilitate response and radio and communication interoperability with the City and Bexar County public safety community.
- 4.05 **Specialty Care and Bariatric Patient Transports.** District, at its sole expense, will specially equip at least one ambulance to handle the transportation needs of morbidly obese patients and one ambulance to handle Specialty Care Transports/Critical Care Transports ("CCT").
- 4.06 **Medical Direction.** District shall, at its sole expense, retain the services of a medical director to provide medical supervision, develop treatment and transport protocols and/or standing orders of each level of care rendered by District personnel throughout the duration of this Agreement. The medical director shall be a licensed physician under the terms of the Texas Medical Practice Act and shall meet all requirements as set forth by Federal, State and local laws pertaining to EMS. Treatment and transport protocols, standing orders, and medical management shall be at the sole and absolute discretion of District.
- 4.07 **Response Times and Performance Standards.** District shall provide continuous response capability for all EMS calls and shall track and report its average fractile monthly emergency response time per category. Emergency response times shall be measured by the amount of time lapsing between the time of dispatch notification and arrival of the EMS vehicle at the dispatched site. Dispatch notification shall mean that point in which a unit is assigned and dispatched to a scene. Emergency response time averages shall include runs that are not dispatched; provided, however, that each run is made in response to a legitimate request for Emergency Medical Service as defined in Section 3.01. Excluded responses will only include any intentionally delayed response whereby access to a scene is deemed unsafe for EMS personnel or vehicles to enter the area until deemed "clear and safe" by law enforcement or fire department officials.

The following response time standards shall apply:

- (a) Alpha/Bravo (lowest priority): 90% of responses within 20 minutes
- (b) Charlie/Delta (medium priority): 90% of responses within 15 minutes

(c) Echo (highest priority): 90% of responses within 11 minutes

- 4.08 **Charges to Users.** This Agreement does not provide "free" or "no cost" services to EMS users in the service area. District is not prohibited from charging and collecting reasonable user fees for EMS in accordance with the schedule set forth in **Exhibit A**. All charges for EMS shall be uniform for all users. No rate discrimination shall be made between the users. District shall not discriminate in any way based on real or perceived conditions of national origin, race, color, creed, religion, sex, sexual orientation, age, physical disability, mental disability or economic status.
- 4.09 **Reports.** District will provide, in a format acceptable to the City, the following informational reports to the City or its designee no later than the 15th of each month:
- (a) Listing of all responses to calls in Fair Oaks Ranch provided under this Agreement to include Call Type i.e. Alpha, Bravo, Delta, Echo date, time of call received by District dispatch time, and EMS vehicle arrival time, location of patient, type of injury/illness, whether transport was required, explanation for all response times under 1 minute, and to what facility the patient was taken.
  - (b) Statistics demonstrating fulfillment of performance measure requirements, including total average fractile monthly response time for all calls for the month and computation of late response percentage all as calculated as provided in this Agreement.
  - (c) At the request of the City, description of the total "dollars collected per patient billed," in a format and containing detail acceptable to the City.
- 4.10 The District shall submit an annual financial statement to the City Manager or his/her designee upon ten (10) business days written request by the City, inclusive of fiscal year actuals.
- 4.11 **Quality Performance.** District will from time-to-time demonstrate to the reasonable satisfaction of the City that it has established and implemented effective, documented peer review and quality improvement protocols to ensure compliance with quality of care requirements of the TDSHS and professionally recognized emergency response standards.

## **ARTICLE V - PAYMENT SCHEDULE**

- 5.01 The City will pay the District, \$6,125 monthly, in exchange for the services as outlined in this Agreement. The City funds will be used as outlined in Article IV and are not applied to any wear and tear or material depreciation of District owned Ambulances and equipment in responding to EMS calls within the City.
- 5.02 The City agrees to provide a station capable of housing an ambulance crew 24 hours a day at no cost to ESD4. This provision is considered part of the compensation structure and is not in lieu of charges for services rendered to patients.

**ARTICLE VI - INSURANCE**

6.01 During the term of this Agreement and extensions, if any, District shall provide and maintain, at its own expense, the following types and amounts of insurance:

| <u><b>TYPE</b></u>              | <u><b>AMOUNT</b></u>                                 |
|---------------------------------|--|
| Workers' Compensation           | Statutory Limits                                     |
| Commercial Automobile Liability | \$1,000,000 combined single limit                    |
| Comprehensive General Liability | \$1,000,000 each occurrence<br>\$2,000,000 aggregate |
| Professional Liability          | \$1,000,000 each occurrence<br>\$3,000,000 aggregate |
| Umbrella Coverage               | \$5,000,000 each occurrence<br>\$5,000,000 aggregate |

6.02 District further agrees that with respect to the above insurance, the City shall be provided with thirty (30) days advance notice, in writing, of cancellation or material change. The workers' compensation coverage shall provide a waiver of subrogation in favor of the City. The general liability and umbrella coverage shall name the "City of Fair Oaks Ranch" as an additional insured. District's professional liability coverage shall cover claims based on acts or omissions that occurred during the term of this Agreement (including any extensions). Unless said coverage is on an "occurrence basis," such professional liability coverage shall include "tail" coverage of the same limits as stated above for any "claims-made" policy as necessary to continue coverage until any applicable statute of limitations has expired. Prior to the commencement of the term of this Agreement, District shall furnish the City with a carrier's certificate of insurance evidencing the coverages described above. Each certificate shall provide that no policy may be cancelled or materially altered unless at least thirty (30) days prior written notice of such cancellation or material alteration is provided to the City.

**ARTICLE VII - NOTICES**

7.01 Any notices to be given hereunder by either party to the other shall be effected in writing either by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the following paragraph, until and unless such party changes the specified address by written notice to the other.

7.02 Notice shall be given to each of the parties at the following addresses:

If to City:                      City Manager

City of Fair Oaks Ranch  
7286 Dietz Elkhorn  
Fair Oaks Ranch, Texas 78015

If to District: Administrator  
Bexar County District  
26217 Ralph Fair Road  
Boerne, Texas 78015

#### **ARTICLE VIII - HIPAA**

- 8.01 This Agreement shall not be construed to establish a "business associates" relationship as that term is defined in and for purposes of the Health Insurance Portability and Accountability Act, and implementing regulations issued pursuant thereto ("HIPAA" herein). The City and District are Covered Entities, each governed by the provisions of HIPAA.

#### **ARTICLE IX - GENERAL PROVISIONS**

- 9.01 **Corporate Practice of Medicine.** Nothing contained herein is intended to (a) constitute the use of a medical license for the practice of medicine by anyone other than a licensed physician; (b) aid the City or any corporation to practice medicine when in fact such corporation is not licensed to practice medicine; or (c) constitute or result in any other act or create any other arrangements in violation of the Texas Medical Practice Act currently codified in the Texas Occupations Code.
- 9.02 **Retention of and Access to Records and Reports.** District agrees to provide the City and federal, state, and local governmental authorities having jurisdiction, upon request, access to all books, records and other papers (including, but not limited to, medical and financial records) and information relating to this Agreement and to those services rendered by District pursuant to this Agreement, to the extent not protected by a legal or statutory privilege. District shall maintain such books, records, papers and information for the longer of six (6) years after termination of this Agreement, or the period required by applicable state law. All requested information shall be supplied within ten (10) business days of the receipt of the request, where practicable.
- 9.03 **General Representations, Warranties and Covenants.** District represents and warrants that:
- (a) All information, data or reports provided or to be provided to the City is, shall be, and shall remain complete and materially accurate as of the date shown on the information, data, or report to the best of District's knowledge, and that since said date shown, shall not have undergone any significant change without written notice to the City.
  - (b) Supporting financial statements (if any) provided or to be provided to the City are, shall be, and shall remain complete, accurate, and fairly reflective of the financial condition

of District on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to the City, there has been no material change, adverse or otherwise, in the financial condition of District.

- (c) No litigation or proceedings are presently pending or threatened against District relating to this Agreement.
- (d) District has legal authority to enter into this Agreement and has taken all necessary measures to authorize such execution of this Agreement pursuant to the terms and conditions hereof.

**9.04 Non-Discrimination.**

- (a) The parties to this Agreement shall make no distinction among persons employed pursuant to, covered by or served under this Agreement on the basis of race, color, sex, creed, age, national origin, or handicap. For the purpose of this Agreement, distinctions on the grounds of race, color, sex, creed, age, national origin, or disability include, but are not limited to the following: denying any service or benefit or availability of a facility; providing any service or benefit which is different, or is provided in a different manner, or at a different time from that provided to others under this Agreement; subjecting anyone to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit.
- (b) In the event of non-compliance by District (or District's employees or agents) with local, state, federal equal employment opportunity and affirmative action rules, regulations and laws, this Agreement may be canceled, terminated, or suspended by the City, in whole or in part, and District may be barred from further contracts with the City.

**9.05 Certification and Regulatory Compliance.** District shall comply, and upon request, District shall submit evidence of such compliance, with all State and federal certifications, regulations, or licensure requirements pertaining to the services provided hereunder. District agrees to give immediate notice to the City in the case of suspension or revocation, or initiation of any proceeding that could result in suspension or revocation, of licensure or of any circumstance that would cause District to be noncompliant with any such statutes, rules, regulations, standards, or directives. Further, District shall provide all services in accordance with applicable Medicaid and Medicare requirements.

**9.06 Assignment.** This Agreement is not assignable by either party without the prior written consent of the other. Any assignment without such written consent shall be void and have no effect.

**9.07 Waiver of Performance.**

- (a) No waiver by the City of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any



succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of the City to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

(b) No act or omission of the City shall in any manner impair or prejudice any right, power, privilege or remedy available to the City hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

(c) No representative or agent of the City may waive the effect of the provisions of this Section.

9.08 **Captions.** The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

9.09 **Texas Law to Apply/Venue.** This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable, and venue shall lie in Bexar County, Texas.

9.10 **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.11 **Confidentiality.** District agrees to adequately instruct its employees and all personnel that may provide services pursuant to this Agreement regarding the confidentiality and privacy of patients and patients' medical information.

9.12 **Amendment.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof and duly executed by the parties hereof. The parties acknowledge that state and federal laws relating to electronic data security and privacy as well as federal, state and local protocols for EMS services and best practices are rapidly evolving. The Parties agree to review this Agreement on annual basis and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments and best practices.

9.13 **Gender.** Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

- 9.14 **Hold Harmless.** District agrees to indemnify and hold harmless the City, its officers, agents and/or employees from and against any and all liability and costs (including attorney's fees) incurred in connection with any claims or demands for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage arising from or caused by the intentional or negligent acts or failure to act of District, its officers, agents and/or employees.
- 9.15 **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.
- 9.16 **Force Majeure.** The performance by District shall be excused in the event and during an event of Force Majeure. For purposes of this Agreement an Event of Force Majeure shall be defined as an event such that performance is rendered unsafe or prevented by the following: acts of God; acts of war, riot, accident, flood or sabotage; unavailability of adequate fuel, labor, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted.
- 9.17 **Appropriation.** Notwithstanding anything in this Agreement to the contrary, all obligations of the City to make payments hereunder are subject to the appropriation of sufficient funds by the City Council of Fair Oaks Ranch. If for any reason the City fails to appropriate sufficient funds or grant expenditure authority, or funds become unavailable by operation of law, it shall relieve the City from the obligation to make such payments during the term of the non-appropriation and District shall have the option to suspend services or terminate this Agreement and their obligations hereunder until such funds are appropriated and paid.
- 9.18 **Counterparts and Electronic Signature.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
- 9.19 **Entire Agreement.** This Agreement constitutes the final and entire agreement between the parties hereto and contains all terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing dated subsequent to the date hereof, and duly executed by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in duplicate originals on the date first above written.

CITY OF FAIR OAKS RANCH, TEXAS

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

BEXAR COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Ken Lopez-Maddox, Secretary

**EXHIBIT A**  
**CHARGE MASTER RATES**

**RATES:**

During the term of this Agreement, rates shall be those usual and customary rates which are in effect at the time service is provided and be reasonable in view of fees charged for similar services in the communities served by the District and neighboring jurisdictions. District shall publish rates annually. A notice of any change in rates shall be provided to the City ninety (90) days prior to such change being implemented.