

**CONTRACT FOR THE PROVISIONS OF MOBILE INTENSIVE CARE  
UNIT (MICU) AMBULANCE SERVICE**

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of November, 2021 between the City of Mission, Texas, herein referred to as CITY, an MEDCARE EMS, INC. herein referred to as MEDCARE.

**WITNESSETH:**

WHEREAS, CITY legally and properly contracted with MEDCARE for the provision of emergency 911 ambulance service with the CITY, and;

WHEREAS, MED-CARE continues its services as the current CITY contracted provider of 911 EMS services, and;

WHEREAS, CITY is interested in contracting for 911 EMS services after the current agreement expires and MEDCARE is interested in accepting such a contract and;

WHEREAS, the parties wish to reduce their agreements to writing, hence this contract.

NOW, THEREFORE, in consideration of the above stated premises and in further consideration of the promises and conditions hereinafter set forth, CITY grants MEDCARE the exclusive right to provide 911 emergency ambulance service to persons within CITY and wherever else CITY is obligated to provide 911 emergency ambulance service, and MEDCARE agrees to perform such services, on the following terms and conditions:

**1. DEFINITIONS.**

A. "Paramedic," "Emergency Medical Technician," and "Mobile Intensive Care Unit (MICU)," shall mean the level of service, equipment, human resources, and supplies described in the Texas Health and Safety Code Chapter 773.

B. "Ambulance Advisory Board" shall mean that body appointed by the CITY Council which shall monitor and supervise all aspects of operations sponsored by emergency medical services providers that are licensed by CITY and to recommend all designated aspects of system performance which may affect patient care to CITY'S Fire Chief, Emergency Management Coordinator or designee.

C. "Field Personnel" shall mean all those employees of MEDCARE who have direct telephone or personal contact with the public in the routine course of rendering services, which are the subject of this Contract.

D. "Response Time" shall mean the total elapsed time between the moment MEDCARE'S Communications Center personnel have acquired a callback number, patient location, and the nature of the problem information (i.e. "Call Taken" after Case Entry Key Questions) and the moment that the responding unity arrives upon the scene of the emergency incident (i.e. "At Scene" time).

E. "Contract" consists of this agreement, and includes the Notice of Award, Solicitation, Offer and Award Form, Limited Power of Attorney, Proposal, Vendor Acknowledgement Form-Non-Collusive References For Similar Projects, Conflict of Interest Questionnaire, all Addendums and the Lists appurtenant thereto, Technical Proposal, Scope of Services and all other documents attached hereto and made a part hereof for all purposes, each of which has been identified by the endorsement of MEDCARE and CITY thereon.

## **2. PURPOSE.**

The purpose of this contract is to provide 911 emergency ambulance services to the residents and others present within the confines of the City of Mission in a manner and time frame consistent with the expectations and standards of the Texas Department of Health and the CITY'S prescribed emergency medical service specifications and to procure such services from a qualified professional ambulance company with extensive experience and the provision of emergency ambulance services.

## **3. TERM.**

This contract shall commence and be effective from and after the 14th day of November 2021 and continue through the 14th day of November 2023. The CITY reserves the right to extend, at its sole option and election, the term of this contract for additional (3) one-year term. There will be no compensation to MEDCARE during the term of this Contract.

## **4. SCOPE OF SERVICES.**

A. MEDCARE agrees, during the term of this Contract, to provide Mobile Intensive Care (MICU) services to all areas within the corporate limits of the CITY and within the areas for which the CITY bears primary, first response responsibility pursuant to contracts with any other political subdivision(s).

B. The MICU service to be provided by MEDCARE shall be that level of service described in "I-A" above. MEDCARE agrees at all times that its field personnel who man such ambulances will be fully trained paramedics and/or emergency medical technicians who are authorized and qualified under state certification to administer advanced life support.

C. CITY agrees that all E-911 calls for emergency ambulance service within the areas covered by this Contract shall be handled by MEDCARE through the MEDCARE Communications Center during the term of this Contract or any renewal thereof.

D. This Contract is based on the premises that MEDCARE now has, and will maintain throughout the life of the Contract and any renewal, an Ambulance Support Service Agreement or similar Medical Control with a Medical director licensed and capable of providing all medical control services to meet the minimum standards for MICU as required by state law.

E. MEDCARE agrees to abide by the applicable rules of the Texas Department of Health with regard to medical direction/supervision of pre-hospital care and MICU vehicle requirements, together with Medical Control Protocols promulgated by the Medical Control Contractor, at all times when rendering basic or advanced life support service under the provisions of the Contract. MEDCARE further agrees to abide by the responsibilities and duties placed upon it by any of the Contract documents.

F. MEDCARE agrees to perform all other services and provide all other equipment necessary to perform its obligations as set out in RFP #

## **5. CONDITIONS OF SERVICES.**

MEDCARE agrees to abide by all the requirements and standards of the Emergency Medical Services Act, Chapter 773, Texas Health and Safety Code, insofar as the same is applicable to MICU ambulance service to be provided by MEDCARE to the CITY under the provisions of this Contract.

MEDCARE agrees to:

1. Provide three (3) MICU ambulances 24 hours a day, 7 days a week within the City of Mission at all times.

2. In the event both MICU ambulances are on calls simultaneously, an additional MICU ambulance will be posted at a central station within the CITY when available. Additionally, MEDCARE reserves the right to deploy its Paramedic Advance Responder following the utilization of the CITY'S three (3) assigned units, or upon demand as a result of system wide paramedic unavailability.
3. Be responsible for all hiring of field personnel, dispatching, billing and collections.
4. Save, indemnify and hold harmless the CITY, its officers, agents and employees from any claim, suit, damage, judgment, or attorney's fees incurred by its arising out of or in any way related to any claim against CITY or its employees which arises out of providing the ambulance services outlined in the Contract.
5. Cooperate with and respond to the Ambulance Advisory Board and the Fire Chief, Emergency Management Coordinator or designee on matters related to ambulance service and patient care.
6. Provide reports to the CITY, including the type of run, response time, deposition of patients and any unusual circumstances upon request.
7. Provide emergency ambulance services at a reasonable cost to the citizens of the City based on the usual and customary rate schedule. The proposed average user fee is attached as Exhibit A.
8. Produce an average response time of ten (10) minutes or less on 92% of all priority-1 defined life threatening emergency requests, as determined by the Dispatcher in strict accordance with approved telephone protocols originating within the primary area of responsibility set out herein
9. Produce an average response time of (15) minutes or less on 90% of all priority -2, those defined as non-life threatening requests as determined by the Dispatcher in strict accordance with approved telephone protocols originating within the primary area of responsibility set out herein.
10. Notify the Police or Fire Department of the CITY Immediately upon observance of any unusual circumstances in conducting an ambulance run, either emergency or non-emergency.
11. Receive and respond accordingly to CITY dispatches directly from the emergency number system or to citizens referred by the CITY directly in the manner required by this Contract.
12. Exercise its option to utilize mutual aid providers with MICU capabilities in order to meet the response time requirements, provided it has obtained CITY Ambulance Advisory Board approval prior to entering into any such mutual aid agreement.
13. Provide certificates of insurance naming City as the certificate holder and as an additional insured:
  - (a) For general liability in amounts of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate;
  - (b) For automobile liability in an aggregate amount of not less than \$1,000,000.00.
  - (c) Workers Compensation and Employer's Liability – insurance is equivalent to State of Texas Workers Compensation Statutory limits providing limits not less than \$1,000,000 for each accident, each disease per employee, \$1,000,000 and policy limit of no less than 1,000,000. Therefore shall not be any policy exclusions or limitations
  - (f) Certificate of Insurance. Before commencing execution of this contract, and within seven calendar days from date of award of contract, the contractor shall furnish original proof of insurance via certificates of insurance satisfactory to the City of mission at the following addresses,

City of Mission  
Peter Geddes, Purchasing Agent  
1201 E. 8th Street  
Mission, TX. 78572

(g) Evidence that insurance as required by paragraph (a) above is in force, stating policy numbers dates of expiration and limits of liability thereunder. All copies of policies and certifications of insurance submitted to the City of Mission shall be in a form and content acceptable to the City of Mission

14. At all times cause its operations and employees to be conducted in a professional manner so as to avoid even the appearance of acting in a manner that a reasonable citizen would find inappropriate for such operations or for the CITY.

15. Be bound by all the responsibilities and duties imposed upon it by this Contract.

CITY agrees to:

1. Call MEDCARE directly when a call is received for emergency ambulance service through the CITY'S E-911 emergency service number system and to give non-emergency callers MEDCARE' S direct telephone number provided to the CITY for such purpose of MED CARE.
2. Provide the Fire Chief, Emergency Management Coordinator or designee as a liaison between the CITY, the Ambulance Advisory Board and MEDCARE.
3. Abide by and perform all the responsibilities and duties imposed upon it by the Contract documents.

#### **6. TERMINATION.**

A. Either party to this Contract may terminate the contract upon the giving of thirty (30) days written notice to the other party, such notice to be given by certified mail, return receipt requested, or by hand-delivery to:

MEDCARE EMS, INC.  
P. O. BOX 6767  
MCALLEN, TX 78502

CITY OF MISSION  
1201 E. 8th St.  
MISSION, TX 78572

B. Unless otherwise terminated as herein provided, this Contract shall remain in effect until its stated expiration date, or any extension thereof, and the CITY reserves the right to terminate the Contract immediately in the event MEDCARE fails to meet delivery or completion schedules, fails to have in full force and effect an Ambulance Support Services Agreement as required herein, or otherwise fails to perform any of the conditions required of MEDCARE in the Contract documents.

#### **7. MISCELLANEOUS PROVISION.**

A. This Contract is performable in the City of Mission, Texas.

B. Venue of any cause of action with regard hereto shall be in Hidalgo County.

C. This Contract, including the Contract documents, contains all of the agreements of the parties and no prior or contemporaneous written or oral agreements shall modify any term or provision hereof. No amendment of any provision hereof shall be effective unless and until executed in writing by the parties hereto.

D. Amendments hereto on behalf of the CITY shall not be effective unless and until such amendment has been approved by appropriate action of its City Council.

E. This Contract shall be governed by and interpreted under the laws of the State of Texas.

F. No public official shall have any interest in this contract.

G. MEDCARE shall not accept or offer gifts or anything of value, nor enter into any business arrangement, with any employee, official, or agent of the CITY during the term of this contract.

H. MEDCARE may not sell, assign, transfer or convey any portion of its rights hereunder without express consent from CITY.

I. The parties shall have the right to enforce performance of this contract in any manner prescribed by law or deemed in the interest of such party in the event of breach or default hereof, and the successful party shall be entitled to recover its reasonable attorney's fees and court costs.

J. CITY'S Fire Chief, Emergency Management Coordinator or designee is hereby designated as a liaison among CITY, MEDCARE and CITY'S Ambulance Advisory Board.

IN WITNESS WHEREOF, MISSION and MEDCARE have executed this Agreement in Duplicate originals as of the day and year first written above.

"MISSION" CITY OF MISSION TEXAS

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ARMANDO O'CANNA, MAYOR

"MEDCARE" MED-CARE EMS, INC.

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VERONICA LYZETTE ONTIVEROS, PRESIDENT/CEO

ATTEST:

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Anna Carrillo, City Secretary