

STATE OF TEXAS §

COUNTY OF MONTAGUE §

**INTERLOCAL AGREEMENT BETWEEN MONTAGUE COUNTY, TEXAS AND
NOCONA GENERAL HOSPITAL/NOCONA EMS FOR AMBULANCE SERVICES**

This agreement is for Ambulance Services (the "Agreement") by and between Montague County, Texas (COUNTY) and Nocona General Hospital/Nocona EMS, a duly licensed Texas Emergency Medical Services and ambulance provider ("CONTRACTOR").

WHEREAS, CONTRACTOR and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, COUNTY has a tradition of CONTRACTOR and other providers being important participants in the Emergency Medical Services ("EMS") system in Montague County, Texas;

WHEREAS, COUNTY currently has a need for emergency medical services in the unincorporated areas of Montague County;

WHEREAS, CONTRACTOR desires to provide emergency medical services in the unincorporated area of the County;

WHEREAS, CONTRACTOR desires certain funding from the County to enable it to provide such emergency medical services;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by the Agreement and this Agreement is conditioned upon appropriation of sufficient revenue by Montague County Commissioners Court for payment of the consideration named herein for the term in which this agreement is operative;

WHEREAS, pursuant to the Interlocal Cooperation Act , Chapter 791 Texas Government Code the parties wish to enter into this agreement; and

NOW, THEREFORE in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

I. Public Purpose

The purpose of this contract is for CONTRACTOR to provide assistance with Emergency Medical Services in Montague County, Texas.

II. Description of Contractor Services and Service Area

During the term of this Agreement, CONTRACTOR agrees to furnish ambulance and emergency medical services in the Nocona Hospital District boundaries and in the service area shown on the attached exhibit "A" incorporated by reference as though set forth fully and at length herein. It is understood and agreed that CONTRACTOR provides ambulance and emergency medical services 7 days a week, 24 hours a day to persons requiring service in the municipal boundaries of the Nocona Hospital District, and shall provide ambulance services in the unincorporated County portions of the service area. However, this Agreement and the consideration therefore are solely for ambulance service response in the unincorporated areas of Montague County as set forth on the attached Exhibit "A" unless services are requested for mutual aid or for response during disaster.

The CONTRACTOR shall manage all day-to-day operations, including field operations, dispatch, billing, collections, purchasing and other operational functions. CONTRACTOR will negotiate all mutual aid agreements, maintain all facilities and equipment, hire/fire and provide or arrange for in-service training of all field personnel, manage all billing and collection functions, cooperate with and respond to the County on matters related to patient care, and generally manage all aspects of the ambulance system operations. The services to be provided will comply with all applicable county, state, and federal laws, regulations and ordinances in effect on the date that such Emergency Medical Services are performed by CONTRACTOR.

III. Employee Certifications

All persons employed or used by CONTRACTOR in the performance of work under this Agreement shall hold all required and appropriate professional certifications, permits and/or licenses (Basic Life Support/Advanced Life Support Unit) as required by all state and federal laws and regulations

IV. Contractor Responsibilities

CONTRACTOR shall:

Maintain and meet current vehicle specifications as specified by Federal law, and as may be required by the *Texas Department of State Health Services*;

Equip each ambulance and vehicle utilized to provide emergency medical services pursuant to this Agreement with all items for operations as required for the licensed level of service by the *Texas Department of State Health Services*;

Provide motor vehicles used for providing ambulance service designed to transport, or injured persons in comfort and safety;

Vehicles shall be maintained in a clean, sanitary and first-class mechanical condition at all times, in compliance with all applicable state and federal standards for ambulances; and

Respond to reasonable data requests relevant to services provided under this Agreement.

V. Medical Director

CONTRACTOR shall be responsible for State requirements for provider organizations regarding the Medical Director and their role in purchasing controlled drugs and other controlled supplies, as well as for issuing and signing written standing orders.

VI. Consideration

For consideration of the provision of ambulance and emergency services delineated in this Agreement, the County agrees to pay a total of Sixty Two Thousand Five Hundred and no/100 Dollars (\$62,500.00) per year, payable in quarterly installments of Fifteen Thousand Six Hundred twenty five and no/100 Dollars (\$15,625.00) on the 15th day of October, January, April and July of each year during the term of this Agreement. The first payment under this Agreement shall be due and payable on the 15th day of October, 2017, and payments will continue as set forth hereinabove with the final payment due on July 15, 2020, unless this agreement is terminated prior to that date. CONTRACTOR will invoice County for the payments due.

VII. Charges for Services

Any billing and collection procedures used will be developed by CONTRACTOR. The County does not require nor shall it be responsible for any billing or collection for services provided to patients under this Agreement.

Service right for all 911 and non-emergency transports shall be set by the CONTRACTOR without consideration and approval from the County.

VIII. Insurance

CONTRACTOR shall procure, pay for, and maintain insurance coverage for the provision of ambulance service.

IX. Cooperation with Other EMS Providers

CONTRACTOR agrees to exchange appropriate and pertinent information with other EMS providers, including service areas, primary locations and numbers of ambulances available for immediate response, when necessary.

X. Term of Agreement

The effective date of this agreement shall be from October 1, 2017, and this contract shall terminate at midnight on September 30, 2020.

XI. Amendment and Modification

All alterations or deletions to the terms of this Agreement shall be by written amendment executed by both parties to this Agreement. Any alterations, additions, or deletions to the terms of this Agreement required by changes in Federal, State or local law, or regulations, will be automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

XII. Miscellaneous Provisions

This contract is a full, binding and final agreement of the parties to effectuate the provision of emergency ambulance service to the citizens of Montague County in the area delineated in Exhibit "A" attached hereto and incorporated by reference as though set forth fully and at length herein and the following miscellaneous provisions apply to this Agreement:

Non-Transferable Agreement- Neither party may assign this Agreement or any rights, interest, or obligations under this Agreement without the prior written approval of the other party.

This document may be executed in any number of original signature counterparts, each which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

XIII. Dispute Resolution

Dispute Resolution Process- Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process:

Notice- A written complaint which contains sufficient detail clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

First Resolution Meeting- After consulting with and obtaining input from the appropriate

individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

Second Resolution Meeting- If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter:
CONTRACTOR: Hospital Administrator; COUNTY: County Judge.

Successful Resolution- If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

Unsuccessful Resolution- If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

XIV. Notices

Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Montague County Judge
P.O. Box 475
Montague, Texas 76251

Any Notice permitted or required to be given to CONTRACTOR hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Nocona General Hospital
Hospital Administrator
100 Park Rd.
Nocona, Texas 76255

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

XV. Limitation of Liability

By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provisions of the Texas Tort Claims Act as amended.

XVI. Termination of Agreement and Renewal Provisions

Each party may terminate this Agreement by giving 180 days written notice to the other party that the terminating party does not intend to extend the contract beyond the three (3) year initial contract period.

In the event notice as set out in this paragraph is not given, then and in that event the agreement shall renew on an annual basis pursuant to the same terms contained herein.

XVII. Severability

The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.


XVIII. Venue

This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue is proper in Montague County, Texas.

DATED to be effective this the 23rd day of October, 2017.

MONTAGUE COUNTY

NOCONA GENERAL HOSPITAL/EMS

BY: 

BY: 

Montague County Judge

Hospital Administrator

Date: 23 Oct. 2017

Date: 10/17/2017

