



Agreement Between CareFlite and Montague County Employees

This agreement is by and between CareFlite, a 501(c)3 non-profit Texas Corporation and Montague County (hereinafter County) is effective on the first day of February 2026.

Whereas, CareFlite provides reliable air and ground service in emergency situations and has an exceptional record of emergency response time and preparedness; and

Whereas, CareFlite employs state of the art emergency medical equipment in its mission to help save lives; and

Whereas, CareFlite offers a membership program approved by the State of Texas to patients with private insurance or government programs including but not limited to Medicare, Tricare, and VA to help defray the costs associated with transports on its air and/or ground ambulance during an emergency or non-emergency situation; and

Whereas, County recognizes the important benefit that CareFlite's Caring Heart Membership program can provide to their residents; and

Whereas, County desires to make this important program available to all of its residents; and

NOW THEREFORE, for the good and valuable consideration of the mutual promises made herein, the acceptance of which is hereby acknowledged by the parties, CareFlite and County agree as follows:

1. This agreement shall commence on February 1, 2026, and be in full force and effect through January 31, 2027, unless otherwise terminated as provided herein. Upon expiration, absent notice by either party as outlined below, this agreement shall automatically renew annually.

2. County agrees to purchase a Caring Heart Membership for its homeowners, at a cost of \$25 per year per household. The membership shall apply to all emergency or non- emergency transports on board a CareFlite operated vehicle wherever available, whether that vehicle is a ground ambulance or an air ambulance ("Ambulance Services"). The program shall be CareFlite's standard, state approved, Caring Heart Membership (which includes all members of the household except those excluded by law) and includes benefits provided at no additional cost by certain other air transport entities within Texas.
3. County shall provide CareFlite a list of those households to be enrolled in the Caring Heart Membership. County agrees to pay the total sum of \$25 times the number of households within 30 days of the submission of the household information to CareFlite. Membership for a new household will be effective the day County provides the information and payment to CareFlite within thirty days.
4. The parties agree that any Caring Heart Member who leaves County during the plan term shall retain their Caring Heart Membership for the duration of that plan year (required by law).
5. IN THE EVENT THAT CAREFLITE IS UNABLE, AT ANY TIME, TO PROVIDE AMBULANCE SERVICES TO THE CUSTOMERS OF COUNTY DUE TO INSOLVENCY, BANKRUPTCY OR OTHER BUSINESS SHUT DOWN, BUT NOT DUE TO THE UNAVAILABILITY OF AN AMBULANCE DUE TO ALL OF THE AMBULANCES WITHIN A REASONABLE DISTANCE BEING CURRENTLY IN USE, UNAVAILABILITY DUE TO MAINTENANCE, WEATHER OR ANY SAFETY SITUATION IN CAREFLITE'S SOLE AND ABSOLUTE DISCRETION, OR THE FAILURE OF ANY LOCAL FIRST RESPONDER AGENCY OR HOSPITAL TO CALL CAREFLITE, CAREFLITE AGREES THAT IT WILL BE SOLELY RESPONSIBLE AND LIABLE TO COUNTY AND/OR ITS RESIDENTS FOR THE FULL REIMBURSEMENT OF ALL FEES, THEN UNEARNED AND COLLECTED IN FURTHERANCE OF THIS AGREEMENT . FURTHER, CAREFLITE AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY FOR ANY AND ALL COSTS ASSOCIATED WITH ANY LITIGATION ARISING OUT CAREFLITE BEING UNABLE TO PROVIDE AMBULANCE SERVICES TO THE RESIDENTS DUE TO INSOLVENCY, BANKRUPTCY OR OTHER BUSINESS SHUTDOWN; INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, EXPERT WITNESS

FEES (IF ANY), AND ANY OTHER MONETARY DAMAGES SUFFERED OR CAUSED TO BE PAID BY COUNTY.

6. Each party agrees that if legal action is brought under this Agreement exclusive venue shall lie in a court of competent jurisdiction in Dallas County, Texas.
7. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal or unenforceable, said provision shall be severed from this Agreement and all other provisions of this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.
8. All notices under this Agreement shall be addressed to the parties as follows:

CareFlite
Attention: Membership
1630 Corporate Ct
Irving, TX 75038
(972) 339-4214 Phone
membership@careflite.org

Montague County
Att: Denise Roades
PO Box 475
Montague, TX 76251
(940) 894-2161 Phone
d.rhoades@co.montague.tx.us

9. County may terminate this Agreement upon a thirty (30) day written notice after the occurrence of any of the following:

- A. CareFlite files for bankruptcy protection or reorganization under any section or chapter of the United States Bankruptcy Code; or
- B. CareFlite materially fails to honor any other provision of this Agreement. Materiality shall be based on a reasonable standard recognizing that the primary purpose of this agreement is to protect citizens transported by CareFlite from the financial burden that ambulance transports can create for under or uninsured patients.
- C. County may terminate this agreement at the sole discretion by providing thirty (30) days written notice to CareFlite.

10. CareFlite may terminate this Agreement if County materially fails to honor any provision of this Agreement. Materiality shall be based on a reasonable standard recognizing that the primary purpose of this agreement is to protect citizens transported by CareFlite from the financial burden that ambulance transports can create for under or uninsured patients.

11. Either party may prevent this Agreement from automatically renewing by providing written notice to the other party no later than ninety (90) days prior to the expiration of the then applicable contract term.

12. By their signatures below, the individuals signing represent that they have the authority to enter this agreement and that their respective organizations intend to be bound by the terms herein. A fax or PDF copy shall have the same force and effect as an original document.

CAREFLITE



Dustin Kahler
VP/CFO

MONTAGUE COUNTY



Kevin Benton
County Judge