

## TERM SHEET

### **Amendment to CONTRACT FOR PROVIDING EMERGENCY MEDICAL SERVICES HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11 BY AND BETWEEN CYPRESS CREEK EMERGENCY MEDICAL SERVICES, INC.**

Below are proposed terms for an Amendment to the Contract for Providing Emergency Medical Services (the "Contract") between Harris County Emergency Services District No. 11 (the "District") and Cypress Creek Emergency Medical Services, Inc. ("CCEMS") for the provision of emergency medical services within the boundaries of the District.

- **Emergency Medical Services**
  - CCEMS shall provide emergency medical services within the boundaries of the District.
  - Emergency medical services shall be provided 24 hours a day/7 days a week.
- **Rates for Service**
  - CCEMS shall be compensated for delivery of emergency medical services within the boundaries of the District. Such compensation shall be paid on a per call/incident basis (the "cost per call/incident"). The amount per call shall be FOUR HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$425.00) per call/incident.
  - "Cost per call/incident" shall be defined as any dispatched emergency call-out CCEMS makes within the boundaries of the District in which an ambulance leaves a station or, if staged, an ambulance is put in "Drive" or "Reverse".
- **Facilities and Equipment**
  - CCEMS purchases 2 ambulances for use by CCEMS annually if and as needed.
  - CCEMS purchases additional support vehicle(s) for use by CCEMS every 250,000 miles or 2 years, whichever is longer, if and as needed.
  - Title to and ownership of all assets of CCEMS acquired by CCEMS shall remain the property of CCEMS.
  - Title to and ownership of all assets of the District acquired by the District shall remain the property of the District.
  - Maintenance, operation, repair and insurance of all facilities and equipment shall be the sole responsibility of CCEMS; provided, however, such costs related to new facilities/equipment funded by the District after the effective date of the Contract are the responsibility of CCEMS in accordance with the terms of the Contract. CCEMS
- **Duties and Responsibilities of CCEMS**

Substantially comply with all federal, state and local criminal or civil laws, regulations and rules governing Texas non-profit corporations and emergency medical services providers as they may be amended from time to time. If CCEMS materially violates or is alleged to have materially violated any of the above laws, regulations and/or rules that govern it and such violation or alleged violation actually and demonstrably impairs CCEMS' ability to perform its duties herein, it shall, subject to matters of privilege including investigative privileges, provide a copy of the notice of the violation or alleged

violation.

- **Duties and Responsibilities of the District**
  - The District shall pay all CCEMS invoices within fifteen days of presentment.
- **Invoices**
  - CCEMS shall bill the District for the emergency medical services performed during the prior month within fifteen days of the end of the prior month. The District shall pay such invoices within 15 days of presentment. For a CCEMS invoice to be payable, it must be accompanied by adequate back-up information to prove the total number of calls/incidents for the prior month.
- **Required Monthly Reports**
  - Average, high and low response time calculations for the prior month
- **Required Annual Reports**
  - Must receive annual CCEMS audit within 180 days of the end of CCEMS' fiscal year.
  - Must receive an annual report of calls/incidents within the District in February of the following year.
  - Must receive average, high and low response time calculations for the prior year in February of the following year.
- **Insurance Requirements**
  - CCEMS shall maintain at all times general liability, workers comp, property, auto, etc. insurance, as would normally be required.
- **Term/Termination of Agreement**
  - The agreement will be for a term of 4 years commencing on \_\_\_\_\_
  - CCEMS shall have the option of an automatic extension for 4 year(s)
  - Otherwise, the Contract shall terminate only under the terms and conditions presently in force between the parties.
- **Governmental Entity Required Language for Contracts**
  - Form 1295
  - Prohibition Against Boycott of Israel
- **Dispute Resolution**
  - Mediation for minor disputes, if necessary
  - Arbitration; both parties waive rights to litigation, require binding arbitration (AAA three-person panel), prevailing party to be awarded fees and expenses, injunctive relief if either party wrongfully purports to terminate the Contract, including appointment of a receiver.
- **Performance Standards (attach as an exhibit)**

Please note that all general and “boilerplate” terms (notice, venue, etc.) are not contained in this term sheet but would be included the Amended and Restated Contract. Both parties understand that this term sheet is non-binding and is intended to serve as guidance for preparation of the Amended and Restated Contract, which shall be binding. If the above terms are agreeable to CCEMS, please sign below indicating CCEMS' acceptance of same and authorizing the District

to proceed with drafting the Amended and Restated Contract as outlined herein for the District and CCEMS's review and approval.

HARRIS COUNTY EMERGENCY SERVICES  
DISTRICT NO. 11

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\_\_\_\_\_, President, Board of  
Commissioners

Agreed and accepted, this \_\_\_\_ of \_\_\_\_\_, 2019.

CYPRESS CREEK EMERGENCY MEDICAL  
SERVICES, INC.

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\_\_\_\_\_, President, Board of Directors

## PERFORMANCE STANDARDS

### 1. RESPONSE TIMES.

- a) *Required 9-1-1 Response Times.* CCEMS shall strive to maintain an average monthly response time goal for all 9-1-1 emergency calls under 11:00 minutes on not less than ninety percent (90%) of all 9-1-1 emergency calls. In the event CCEMS is unable to maintain the monthly goal for three consecutive months, it shall report in reasonable detail the reasons why such goals could not be made, e.g. unexpectedly high call volume, significant population increase, highway and road construction issues, etc. Excusable failure to achieve response time goals is not a material breach of this agreement since the range of factors impacting response times cannot be reasonably incorporated into a contract
- b) *Response Time Calculation.*
- i. 9-1-1 Requests. Only requests for 9-1-1 emergency ambulance service originating within the District, including transport, no-transport and mutual aid received calls, shall be included in response time calculations.
  - ii. Multiple Ambulances. If multiple CCEMS ambulances are dispatched to a single incident, the arrival time of the first ambulance to arrive shall be the on-scene time used in response time calculation for that incident and response times of additional units shall be excluded from compliance calculations.
  - iii. Beginning of Response Time Calculation. For all 9-1-1 emergency requests for ambulance service, the response time calculation shall begin at the time the call is received at CCEMS' communication center.
  - iv. Ending of Response Time Calculation. The response time calculation shall stop when CCEMS' ambulance transmits an arrival signal to CCEMS' computer-aided dispatch (CAD). Such transmission shall not be made until the ambulance actually arrives at the specific address or location dispatched. In the instance of apartment or business complexes, the arrival signal shall not be made until the ambulance actually arrives at the point closest to the specified address possible.
  - v. Reassignment En Route. If an ambulance is removed from a response prior to arriving on scene and another assigned to the response, the elapsed response time shall not end until an ambulance arrives on the scene.
  - vi. Disregarded En Route. If an ambulance is cancelled (disregarded) en route prior to an ambulance arriving on scene, and no ambulance is required at the location dispatched, the response shall end at the moment of cancellation.
- c) *Staging.* Response times for ambulances which are required to stage prior to arrival on scene shall not be counted in calculating average response times. For purposes of this Agreement, staging is the term used to advise EMS agencies that the response location might contain safety hazards to responding personnel and that responding agencies should not enter the scene until it is determined secure by an appropriate agency.

### 2. STANDARDS FOR CCEMS VEHICLES AND EQUIPMENT.

- a) *Ambulance Standards.* CCEMS shall employ whatever level of effort is necessary to achieve the average monthly response time goals above. However, CCEMS shall, at a minimum, maintain the following:
- i. Ambulance fleet. The total number of full-time ambulances shall be seventeen (17) (at least 14 of which shall operate on a 24-hour, seven (7) day a week basis). CCEMS shall maintain a total fleet – front-line plus reserves – of not less than one hundred fifty percent (150%) of full-time deployment (e.g., 26 ambulances).
  - ii. Ambulance type. All ambulances which serve this Agreement shall be Type I or Type III, as defined under the most current U.S. General Services Administration regulations.
  - iii. Maximum mileage. No ambulance chassis serving this Agreement may have more than 200,000 cumulative miles, except with written notice to the District accompanied by a reasonable explanation of why a chassis’ cumulative mileage should be extended. For example, CCEMS may request extended use of a particular ambulance chassis upon showing of superior maintenance and condition. However, under no circumstances other than nonpayment by the District shall an ambulance chassis be used to service this Agreement with more than 250,000 cumulative miles.
  - iv. Lettering. All CCEMS ambulances and emergency response vehicles serving this Agreement must display lettering which identifies CCEMS’ approved business name and is consistent with state regulations.
  - v. Equipment/Supplies. All ambulances servicing this Agreement must be supplied and stocked according to CCEMS’ medical protocols. In addition, all ambulances servicing this Agreement must have equipment to improve driving safety (i.e., drivecams or “black boxes”), GPS or similar vehicle tracking equipment, mobile data computers, and all other necessary on-board radio equipment.
- b) *Other Vehicle Standards.*
- i. Maximum mileage. No support vehicle serving this Agreement may have more than 200,000 cumulative miles, absent prior notice to the District of a reasonable basis for doing so. For example, CCEMS may request extended use of a particular support vehicle upon showing of superior maintenance and condition. However, under no circumstances other than nonpayment by the District shall a support vehicle be used to service this Agreement with more than 250,000 cumulative miles.
  - ii. Equipment/Supplies. All support vehicles servicing this Agreement must be supplied and stocked according to CCEMS’ medical protocols, if required.

### **3. PUBLIC RELATIONS AND EDUCATION**

- a) *Community and Public Relations Events.* CCEMS shall provide at least one hundred (100) hours of public relations events per year, not including paid standbys. One (1) community or public relations service hour is defined as any number of CCEMS employees involved in any community or public relations event in the District for at least thirty (30) minutes. Community and public relations events include, but are not limited to, show and tell presentations, DUI awareness, and other emergency medical community and public relations/educational subject matter.

- b) *CCEMS Website*. CCEMS shall develop an internet website which provides information about the EMS system, in general, and within the District, in particular. The website shall be updated on at least a monthly basis and include a schedule of upcoming public education classes and other events of interest to the public. The website shall also include a listing of continuing education classes available to CCEMS' employees and employees of other departments or agencies.
- c) *AED and CPR Education*. CCEMS shall provide public education classes for CPR and proper use of automatic external defibrillators (AEDs) on at least a biannual basis. CCEMS may charge a reasonable fee for such classes.

#### **4. QUALITY CONTROL**

- a) *Vehicles, Equipment and Facilities*. In the interest of public safety and health and to review quality, the District shall have the right, upon reasonable notice, to inspect or have inspected CCEMS' vehicles, equipment and facilities up to four (4) times a year.
- b) *Customer Satisfaction*. The District shall have the right, upon reasonable notice, patient privacy laws and the execution of a Non-Disclosure Agreement, to access and inspect information contained in the CCEMS' complaint files, or other files or records collected or maintained for the purpose of determining customer satisfaction and/or quality control.
- c) *Quality Assurance/Quality Improvement (QA/QI)*. CCEMS shall institute a QA/QI program to ensure quality patient care. This program shall encompass issues including but not limited to: continuing education, training on new equipment, skills verification, documentation reviews, communication call reviews, and on-scene evaluation. CCEMS shall additionally continue conducting a Field Training Program for the training of new field employees.

#### **5. EDUCATION**

- a) *Continuing Education*. CCEMS shall develop and provide continuing education classes necessary for recertification/re-licensure of all of CCEMS' EMS personnel.
- b) *National Incident Management System (NIMS) Compliance*. CCEMS shall ensure all of its employees servicing this Agreement will have successfully completed all required NIMS training courses appropriate with the particular employee's duties during a NIMS compliant-incident. All NIMS training shall be successfully completed within one hundred eighty (180) days of the employee completing CCEMS' New Employee Orientation Program for its District operations.

#### **6. EMPLOYEE CERTIFICATION**

- a) *Field Staff Credentials*. All field staff servicing this Agreement shall be certified to perform emergency medical services with the Texas Department of State Health Services.
- b) *New Employee Orientation*. All field staff servicing this Agreement shall satisfactorily complete CCEMS' New Employee Orientation Program, which shall include instruction on CCEMS' policies and protocols and a period of field training observation.

#### **7. ROLE OF PERFORMANCE STANDARDS**

- a) The foregoing Performance Standards are aspirational and intended to guide and inform the parties on the level and breadth of CCEMS' service to ESD 11.
- b) By agreement, by course of performance or as necessitated by changing conditions, the foregoing Performance Standards may be modified, enhanced or deleted in their entirety as circumstances and finances may determine.