

**AN AGREEMENT FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES  
BETWEEN CITY OF PFLUGERVILLE AND BLUEBIRD MEDICAL ENTERPRISE,  
LLC d/b/a ALLEGIANCE MOBILE HEALTH**

THIS AGREEMENT is made and entered into by and between Bluebird Medical Enterprises, LLC and its subsidiaries d/b/a Allegiance Mobile Health (“Allegiance”) and the City of Pflugerville, (hereinafter referred to as “Pflugerville” or “City”)

**RECITALS:**

WHEREAS, the City may provide emergency medical services, emergency ambulance services, fire prevention and control services, or other emergency services, and the City’s commitment is to provide protection of life and property from fire, hazardous materials incidents, accident, disaster, and other emergencies; and,

WHEREAS, the City may authorize an EMS franchise within its geographical boundaries; and,

WHEREAS, Allegiance is the owner and operator of certain emergency and non-emergency medical care vehicles and equipment designed to provide emergency and non-emergency medical care and assistance, and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment and for the provision of emergency and non-emergency medical services to the City; and,

WHEREAS, Allegiance is in the business of managing, providing, and arranging for emergency and non-emergency medical transportation services; and,

WHEREAS, Pflugerville desires to contract with Allegiance to be the City’s authorized franchisee of emergency and non-emergency medical services to residents and other persons within the territory of the City as provided for in the City’s Code of Ordinances Chapter 13; and,

WHEREAS, Pflugerville and Allegiance desire to provide a full statement of their respective rights, obligations, and duties in connection with the performance of Allegiance’s duties hereunder:

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
DEFINITIONS**

A. “Allegiance” – Bluebird Medical Enterprises, LLC doing business under the name, among others, Allegiance Mobile Health. The name Allegiance as used in this Agreement means any or all of Bluebird Medical Enterprises, LLC, any of its subsidiaries, and any of its assumed names operating thereunder pursuant to this Agreement.

B. “EMS Provider” – Allegiance.

C. “Pflugerville” or “City” is as shown on the map attached hereto as Exhibit A and may be changed from time-to-time by the City under applicable law. That territory is sometimes referred to herein as Pflugerville or the City. Pflugerville as an entity is sometimes referred to herein as the City.

D. “MICU” – Mobile Intensive Care Unit as defined in the Texas Emergency Health Care Act, Chapter 775, Texas Health & Safety Code, or other applicable law, rule, or regulation.

E. “ALS” – Advanced Life Support as defined in the Texas Emergency Health Care Act, Chapter 775, Texas Health & Safety Code, or other applicable law, rule, or regulation.

F. “BLS” – Basic Life Support as defined in the Texas Emergency Health Care Act, Chapter 775, Texas Health & Safety Code, or other applicable law, rule, or regulation.

G. “First Responder” or “First Responder Organization” – A group or association of certified emergency medical services personnel working in cooperation with a licensed emergency medical services provider which provides immediate, on-scene care to ill or injured persons but does not transport those persons, as defined in applicable law, rule, or regulation, including, but not limited to, those emergency service organizations with which the City may contract from time-to-time that provide first responder emergency medical services.

## **ARTICLE II DESCRIPTION OF SERVICES AND SERVICE AREA**

### **2.1 Scope of Agreement:**

a. During the term of this Agreement, Allegiance on an exclusive basis agrees to furnish emergency and non-emergency medical ambulance services, as further set forth herein (by Exhibit or otherwise) to the residents and other persons within the City, but specifically excluding the City’s Extraterritorial Jurisdiction (as further defined in Paragraph 2.2(a), below and Exhibit B “Services”). These Services shall be rendered by Allegiance to all areas of the City as determined by Pflugerville but may not be limited to the same. The service area under this Agreement shall be designated as, but not limited to, the territorial limits of the City, depicted by the map attached hereto as Exhibit A. This Agreement addresses and encompasses both emergency 9-1-1 ambulance service and non-emergency patient and inter-facility transfers.

b. This Agreement is governed by and subject to Chapter 13 of the City’s Code of Ordinances and dictates that Allegiance is an authorized ambulance Allegiance under said Chapter. Chapter 13 of the City’s Code of Ordinances is incorporated herein to the extent it creates rights and obligations of Allegiance.

### **2.2 Scope of Services and Minimum Standards:**

a. Allegiance will provide all 9-1-1 emergency and non-emergency medical services including emergency and non-emergency ground ambulance transportation, for the entire territorial limits of Pflugerville. This Agreement and its associated Exhibits describes the essential minimum services, equipment, and personnel that Allegiance shall continually provide and station within the City at all times for response to 9-1-1 and other calls (“Services”). The combination of essential equipment and personnel may be referred to herein as “Primary Crews.” The Services set forth in Exhibit B are the minimum standards required of Allegiance and its Primary Crews in the performance of this Agreement and must be strictly adhered to by Allegiance. Allegiance is free and encouraged to use its expert judgment in providing Services that exceed these minimum standards, if it so chooses, at no additional expense to the City. It is understood and agreed between the Parties that contract, clinical, and operational performance will be measured by Pflugerville according to the provisions of applicable law, the quality and level of services provided by Allegiance, the citizens’ needs for the Services provided by Allegiance, the fees charged by Allegiance, other sources of such Services, Allegiance’s annual budget and request for funds, reports by Allegiance of how previous City funds have been spent, the tax revenues received from the area served by Allegiance, the results of the previous year’s financial audit/financial review, past compliance by Allegiance with the terms of the Agreement between Allegiance and the City, and any other issue deemed relevant by the City.

b. Without limiting its obligation herein to provide high quality emergency and non-emergency Services under this Agreement, Allegiance agrees it shall: (a) manage all day-to-day operations, including field operations, billing, collections, purchasing, personnel, and other operational functions; (b) negotiate all mutual aid or other agreements necessary to provide Services hereunder; (c) maintain all facilities and equipment; (d) hire, supervise, terminate, and provide or arrange for in-service training of all Field Personnel; (e) propose and provide justification for budgets, subsidies, rate changes; (f) manage all billing and collection functions; (g) solicit and follow in good faith the recommendations of Pflugerville, the public, and other healthcare facilities operating within the City in providing Services hereunder; and, (h) generally manage all aspects of the ambulance system operations and Services provided hereunder to the City.

c. Provide properly and legally equipped and operational emergency vehicles and equipment, and adequately trained and licensed personnel, to respond with a MICU ambulance to each dispatched emergency call that requires a Code 3 (emergency lights and sirens response) with an average response time for an emergency vehicle owned or used by Allegiance, in a professional manner, per the agreed upon zoned response times set forth in Exhibit D herein. Response times shall be measured from the time of initial dispatch by the appropriate dispatching entity until the first appropriate unit marks arrival on scene. The average response time shall be calculated over a period of one month by dividing the sum of incident response times by the total number of incidents.

d. No non-emergency inter-facility transfer calls or other non-emergency medical transportation services shall be made by the primary 911 ambulance crews.

e. Allegiance agrees to keep the City Manager, or his or her designee advised of current or impending personnel staffing shortages, which could materially impact service availability or service quality.

### **ARTICLE III RESPONSIBILITIES OF ALLEGIANCE**

#### **3.1 Prime Responsibilities:**

Allegiance expressly agrees to manage the actual delivery of the Services. The following list contains Allegiance's primary responsibilities to be provided to the City at Allegiance's sole cost and expense. Numerous ancillary functions to provide the Services set forth and required herein are also Allegiance's responsibility, at its sole cost and expense, such as compliance with insurance requirements, personnel management, disaster readiness, inventory control, and compliance with applicable law. Allegiance shall:

- a. Employ and manage all ambulance personnel and ensure all ambulances and equipment meet, at a minimum, State requirements for licensure and/or certification;
- b. Provide adequate opportunity for employee and first responder in-service training sufficient to meet State requirements, clinical standards, requirements of the medical director, and maintain records of said certificates;
- c. Provide all necessary and appropriate vehicles, backfill vehicles, personnel, licenses, certifications, and equipment to provide the Services set forth herein, including, but not limited to all ambulance and medical services to the Texas Department of State Health Services EMS MICU Provider License level without regard to the financial status of the patient in the areas of the City set forth by the City;
- d. Furnish all fuel, lubricants, vehicle, and equipment repairs and disposable medical supplies;
- e. Develop, negotiate, and maintain hospital/ambulance policies, patient "exchange" policies, and fire department relationships where appropriate;
- f. Maintain good working relationships with area law enforcement, fire, first responder, and licensed provider agencies in the area, specifically including any contracted service providers of the City;
- g. Provide the public with information concerning Services, subject to applicable law;
- h. Conduct all billing and collection activities and procedures; however, Allegiance shall not delay or deny treatment or transport due to patient's inability to pay;
- i. Interface with appropriate State and local 911 dispatching agencies, and Allegiance will coordinate and provide all necessary communications equipment, agreements, and protocols to interface and work with Travis County 911 Dispatch or other appropriate

communications systems in Travis County as may be established from time-to-time, and Allegiance will meet with Travis County Communications or other representatives to accomplish and establish proper communications for the provision of Services hereunder, as necessary, for developing the radio communications system, which will include meeting with Travis County communications representatives, and providing information in Allegiance's possession which will assist in a determination of what the radio communications system needs are for Allegiance in the area to work with Travis County and/or Pflugerville to establish a contractual relationship with local providers, as necessary. All Allegiance dispatchers serving Pflugerville must have, at a minimum, Emergency Medical Dispatch certification, and Allegiance must provide a means for geographic orientation for Allegiance dispatchers serving Pflugerville;

- j. Ensure professional conduct and appearance of all office and Field Personnel;
- k. Enter into mutually beneficial support agreements with neighboring ambulance services, as needed;
- l. Provide training to First Responder and Fire/Ambulance personnel on EMS system policies, procedures and proper equipment usage, and assist in facilitating a first responder program with Pflugerville;
- m. Maintain State and local vehicle permits and personnel certifications and State provider licensure;
- n. Allegiance shall carry equipment in each vehicle necessary for the treatment and transportation of children at a MICU level;
- o. Maintain and pay for all telephone listings and/or advertising associated with Allegiance;
- p. Provide GPS/tracking access of all primary crews/units to the City;
- q. Operate continuously and without interruption for twenty-four (24) hours each day, seven (7) days per week emergency and non-emergency medical ambulance services as herein required, which will include, at a minimum, four (4) full-time, 24 hours per day, seven days per week, MICU ambulances and qualified crew in and to the City at all times. Allegiance must meet all Texas Department of State Health Services EMS MICU provider licensing or other requirements;
- r. Meet the response time requirements and Clinical and Safety Metrics as set forth in Exhibit D. If Allegiance's performance falls below these standards, Allegiance shall initiate an analysis of its performance compared with what is stipulated in Exhibit D and develop and implement improvements as determined by its analysis.;
- s. Ensure all of its employees or other personnel providing the Services set forth herein are appropriately certified, licenses, and/or accredited, and maintain a record of those certifications, licenses, or accreditations;

- t. Manage all daily operations including field operations, dispatching personnel and equipment, providing the Services hereunder in conjunction with any state, county, or local communications centers, including, but not limited to, Travis County 911 Dispatch, medical direction, quality control and improvement, and account receivables;
- u. Maintain all required licenses, certifications, and permits necessary for the provision of the Services hereunder;
- v. Develop and maintain a system of mapping that will allow it to effectively locate and respond to addresses and 9-1-1 calls for Services in the City;
- w. Assure all EMS field staff providing patient care or Services hereunder have the following minimum current certifications: (i) “Paramedic” – Texas Department of Health Paramedic Certification or higher, Advanced Cardiac Life Support, Pre-Hospital Trauma Life Support, Pediatric Education for Pre-Hospital Professionals, Pediatric Advanced Life Support, as well as any one of the following: National Registered Paramedic, Texas Department of State Health Services Licensed Paramedic, Critical Care Paramedic Certification and (ii) “EMT” and “EMT-I” – Texas Department of State Health Services EMT-Basic or EMT-Intermediate Certification, Basic Cardiac Life Support, Pre-Hospital Trauma Life Support, Pediatric Education for Pre-hospital Professionals, as well as any other certification courses mutually agreed upon by the Parties from time-to-time;
- x. Ensure that all its employees comply with all training requirements as established by the State of Texas;
- y. Maintain Staffing on ambulances necessary to provide MICU level patient care at all times;
- z. Provide reports and data in a timely fashion as described in this Agreement or as otherwise requested by the City; and
- aa. Inform the City in writing of any investigation, complaint, default, or disciplinary action affecting Allegiance or any Allegiance’s EMS personnel. This written notice shall be delivered to the Director of Emergency Services and shall be delivered not later than five business days after Allegiance is formally or informally notified of such matter. Allegiance shall do its best to safeguard protected health information in its written notice.

### 3.2 Field Personnel:

Allegiance shall ensure personnel providing Services hereunder (“Field Personnel”) shall have a direct communication on a real-time basis to those physicians who are empowered to oversee clinical guidelines, policy, and procedure, or are otherwise providing medical direction to Allegiance and its personnel. This direct communication and personnel responsibility applies to compliance of vehicles, on-board equipment, and collection and recording of primary data. Field Personnel are prohibited from operating equipment that is substantially out of compliance with system standards. Personnel are prohibited from falsifying or omitting data from reports.

### 3.3 Professional Skills and Training of Allegiance Personnel.

All Allegiance personnel are required to attend training sessions as required by state and federal laws, rules, and regulations dealing with the certification and regulation of emergency medical services personnel. Allegiance is responsible for ensuring that all Field Personnel possess appropriate certification and understanding of the ambulance service system.

### 3.4 Work Schedules and Working Conditions.

Allegiance is required to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. Allegiance is expected to ensure that Field Personnel working extended shifts, part-time jobs, or overtime, will not negatively affect patient care. Allegiance must comply with all state and federal wage and labor laws.

### 3.5 Use of Mutual Aid Providers to Meet Unit Availability Requirements.

Allegiance may arrange and utilize mutual aid agreements with neighboring EMS providers and may utilize services furnished by such neighboring providers toward fulfillment of Services listed, above. If any compensation to the neighboring provider is agreed to, it is the responsibility of Allegiance to provide such compensation. Allegiance may, when reasonably necessary to provide a high level of service to the City, request other agencies or entities to provide mutual aid or other assistance in providing the Services listed above. Allegiance shall not enter into any mutual aid or automatic aid agreements with other entities or providers for services within the City boundaries without the prior written approval of the City. Allegiance shall not enter into any agreement to provide services outside the City boundaries without approval by advising the City at least thirty (30) days before entering into the agreement, if it involves the commitment or use of any personnel or equipment that has been reported to the City as available for, or committed to, service within the City. Neither the existence nor the terms of any mutual aid or other agreement between Allegiance and any third party shall relieve Allegiance of any responsibility or obligation under this Agreement.

### 3.6 Character and Competence of Employees.

All persons employed by Allegiance in the performance of work under this Agreement shall be competent and hold appropriate valid permits for their professions as required by state and federal laws, rules and regulations. It is understood and agreed that Allegiance shall abide by all recognized and customary procedures and standards for patient care, ambulance maintenance, and abide by all applicable laws, rules, and regulations for patient care and ambulance maintenance. Additionally, Allegiance shall take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Services, as well as the Texas Office of Inspector General, Texas Department of Health and Human Services, to ensure that it does not employ individuals who have been excluded from participation in federal or Texas state health care programs.

### 3.7 Professional Conduct and Dress.

Allegiance agrees that its employees and agents will always provide courteous and professional conduct and appearance. Field personnel shall have an adopted and appropriate uniform to be worn when on duty or providing any Services hereunder. Uniform styles shall be determined by Pflugerville. Name tags and level of training patches shall be worn by personnel. To the extent permitted by law, Allegiance is responsible for requiring its employees to undergo blood and urine tests to determine the presence of infectious disease, alcohol or drug abuse, or illegal drug use. Meeting requirements under Occupational Safety Health Administration, and other applicable law, rules, and regulations are the responsibility of Allegiance.

### 3.8 Key Personnel.

Allegiance shall furnish the field and other personnel necessary to meet or exceed the minimum level of Services set forth herein and in Exhibit B throughout the term of this Agreement.

## **ARTICLE IV PAYMENTS AND FEES**

### 4.1 Subsidy:

The Total Agreement Subsidy shall be as set forth in Attachment C

### 4.2 Billing and Collections:

Allegiance shall own and be responsible for billing and collection of all receivables owed by patients, insurance companies, and others who may be responsible for payment for the services rendered by the Allegiance, except as provided below. The City shall have no responsibility or liability to Allegiance for charges and receivables that Allegiance is not able to collect. Pflugerville shall not be liable for any costs or expenses incurred by Allegiance in fulfillment of its obligations and responsibilities under this Agreement. This shall include but not be limited to the cost or expenses related to the provision of all types and descriptions of patient care services including transportation provided to patients who would not have been treated or transported by Allegiance in the absence of this Agreement.

### 4.3 Charges for Patient Services:

Charges for Patient Services (“Charges”) provided under this agreement for the first year are attached hereunto in “Exhibit C,”

4.4 Changes Due to Other Circumstances: Pflugerville and Allegiance agree to appropriately negotiate changes to this Agreement if circumstances beyond the control of either Party (national disaster, terrorist activity, etc.) adversely prevent the Parties from fulfilling their obligations as described in this Agreement.

## **ARTICLE V REPORTS & ACCOUNTING**



5.1 Allegiance, at its sole cost and expense, shall provide and deliver in writing, to Pflugerville the following operational information for each regular meeting or, if requested, special meeting of the City:

All City Required Reports, and the format and content of these reports shall be as approved by the City, and shall at a minimum provide the information set for in Exhibit D as well as Response Time Reports, Quality Care and Improvement Reports, Sentinel Event Reports, Run Reports on ambulance runs and Services provided in the City, reports on personnel and equipment stationed within the City, and other reports as may be required by the City. Such reports shall be delivered to the City no later than ten (10) working days after the end of the month.

#### 5.2 Data Collection and Reporting Required:

Allegiance data collection and reporting systems shall meet the following minimum standards, and such reports shall be furnished and delivered in writing to Pflugerville as required or upon request:

- a. For each request for ambulance Services, communications personnel shall complete approved dispatch documentation; to include:
  1. A full CAD report with all time stamps as set forth in Exhibit D;
  2. A quarterly Run Report of all Allegiance calls within the City by run number, zone, address, type of call, unit number responding, medical facility destination, insurance type, and crew; and,
- b. For each call on which an ambulance was dispatched, but where no patient was transported, Allegiance personnel shall complete a report documenting same in accordance with state law;
- c. For each patient transported, Allegiance ambulance personnel shall complete an approved patient report form consistent with provider licensure and medical direction requirements;
- d. Allegiance shall furnish to all employees approved “Incident Report Forms” and shall require employees to utilize such forms;
- e. Allegiance shall furnish to its employees approved “Equipment Failure Report Forms” and shall utilize such forms in conjunction with Allegiance maintenance program; and,
- f. Allegiance shall see that all Allegiance employees are appropriately licensed and certified, as required by applicable law, regulation, rule or ordinance at both state and local levels and keep records of participation in quality assurance and in-service training programs.
- g. Allegiance shall provide at a minimum semi-annual data reports identifying the Payer mix and percentages of all patients that are transported to medical facilities.

h. As requested by the City or its designee, for all incidents that require immediate follow-up either with Operational, Dispatch/Communications and Quality Improvement issues, Allegiance shall share all outcome information with the City or its designee, to include all areas of improvement/actions: system wide, individual, any trend analysis identified.

i. Allegiance shall provide all additional requested reports within no later than ten (10) working days after the request.

### 5.3 Exception Report

a. Exception Report Requirements:

Allegiance shall prepare and submit a written, monthly report to the City with details explaining all non-complying response times.

b. Exception Request Procedure:

The City or its designee shall grant exemptions to individual responses at their sole discretion. Allegiance is not permitted to adjust compliance reports for response time exceptions without City approval.

## **ARTICLE VI TERM & TERMINATION**

### 6.1 Term of Agreement and Renewal Provisions.

The initial term (“Initial Term”) of this Agreement shall be from July 1, 2024 through September 30, 2028, unless earlier terminated as provided for herein. Thereafter, unless written notice to terminate is provided to the other Party as provided for in this section, this Agreement shall automatically renew for one-year subsequent terms (“Subsequent Term”), for up to two (2) terms ending September 30, 2030. Allegiance shall give the City a minimum of one hundred twenty (120) days written notice prior to the end any term of its intent to terminate the Agreement at the end of said term. The City shall give Allegiance at least ninety (90) days written notice prior to the end any term of its intent to terminate the Agreement at the end of said term. Each Subsequent Term shall be subject to the same terms and consideration as set forth herein. Both Parties shall have the option to terminate this Agreement at the end of the Initial Term or any Subsequent Term allowed for herein.

### 6.2 Termination upon Default.

Pflugerville may terminate this Agreement upon default of Allegiance. A “default” shall include a material breach of any provision of this Agreement. Should such a default occur, Pflugerville shall have the right to terminate the Agreement as of the thirtieth (30<sup>th</sup>) day following the receipt of a written notice to Allegiance describing such default and intended termination provided:

- a. Such termination shall be ineffective if, within the thirty (30) day period, Allegiance cured the default; and,
- b. Such termination may be stayed at the sole option of the City, pending cure of the default, if action to cure begins during the thirty (30)-day period and is successfully completed.

### 6.3 Material Breach

Conditions and circumstances which constitute a material breach of this Agreement by Allegiance include, but are not limited to, the following, each of which are reasonable and necessary for the protection of public health and safety:

- a. Failure of Allegiance to operate the system in a manner which enables Pflugerville and/or Allegiance to remain in compliance with federal or state statutes, laws, rules, or regulations, or failure to provide Services consistent with the prevailing standards of care in the ambulance industry, such that the continued delivery of such Services would pose a serious threat to the health and safety of the residents of and/or visitors to the City;
- b. Falsification of information supplied by Allegiance or its employees, agents, or representatives before, during or subsequent to this Agreement, including by way of example, but not by way of exclusion, altering presumptive run code designations to enhance Allegiance's apparent performance beyond what was actually performed or falsification of any other data required under the contract;
- c. Creating patient transports which artificially inflate run volumes and Allegiance's revenues;
- d. Continued failure of Allegiance to provide data generated in the course of operations, including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data, insurance certificates, corporate financials, or financial data;
- e. Excessive and unauthorized scaling down of operations to the detriment of performance during a 'lame duck' period or failing to provide the minimum levels of Services required hereunder;
- f. Continued failure of Allegiance or Allegiance's employees to conduct themselves in a professional and courteous manner and to present a professional appearance to the City or the public;
- g. Continued failure of Allegiance to maintain equipment in accordance with manufacturer recommended maintenance practices, applicable law, or directives of the City;
- h. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding relating to it under bankruptcy, reorganization arrangement, readjustment of debt, dissolution or liquidation law or statute;

- i. Failure of Allegiance to cooperate with and assist Pflugerville after default has been declared as provided for herein, even if it is later determined that such breach or default never occurred or that the cause of such breach was beyond Allegiance's reasonable control;
- j. Acceptance by Allegiance or any of Allegiance's employees of any bribe, kickback, remuneration, or consideration of any kind in exchange for any consideration from a third party whatsoever;
- k. Payment by Allegiance or any of Allegiance's employees of any bribe, kickback or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever;
- l. Continued failure of Allegiance or Allegiance's employees to meet the system standard of care as established by the Medical Director;
- m. Continued failure of Allegiance to maintain insurance in accordance with the contract or as otherwise required by applicable statute, law, rule, or regulation;
- n. Employment by Allegiance of individuals sanctioned by any local, state, or federal agency or entity.
- o. Continued failure of Allegiance to meet response time standards as set forth in this Agreement;
- p. Continued failure of Allegiance to provide public relations responses and/or resolve complaints and inquiries from the City, any state or federal agency or entity having jurisdiction over Allegiance or its operations, or the public;
- q. Failure of Allegiance to maintain the vehicles, including any ambulances performing Services in the manner set out in this Agreement;
- r. Any other failure by Allegiance of performance or compliance (state or federal) with clinical operating guidelines, medical direction, statute, law, rule, or regulation, or the requirements of this Agreement, all of which shall be determined by Pflugerville in its sole discretion;
- s. Failure of Allegiance to provide data or information as requested by the City;
- t. Failure of Allegiance to comply with any other provision of this Agreement; and,
- u. Failure of Allegiance to comply with applicable laws, ordinances, rules, or regulations.

6.4 If the Pflugerville City Council finds that the event of default (i.e., any of the material breaches identified in Paragraph 6.3, above) creates a substantial and immediate threat to the public welfare or the welfare of the City, the City may terminate or suspend this Agreement immediately. Notwithstanding any other provision of this Agreement, the City may terminate this Agreement

by providing Allegiance ninety (90) days written notice, and Allegiance may terminate this Agreement by providing the City one hundred twenty (120) days written notice.

#### 6.5 Obligations of Allegiance upon Termination

Should this Agreement be terminated by City for default, Allegiance shall continue to provide all services required in and under this Agreement for a period of one hundred twenty (120) days following termination of this Agreement or until written notice to cease providing Services is provided by the City to Allegiance. During such period, Allegiance will continue all Services at the same level of effort and performance that were in effect prior to the termination. Allegiance will make no changes in the methods of operation described in which could reasonably be considered to be aimed at cutting or reducing Services and operating without prior written approval by the City. During such period, the City will not unreasonably withhold its approval of a request by Allegiance to begin an orderly transition process that includes making reasonable plans to relocate staff, scale down certain inventory items, or the like as long as such transition activity does not impair Allegiance's performance during the one hundred twenty (120)-day period. Where Allegiance is unable to comply with the one hundred twenty (120)-day performance period requirement, the Performance Bond will be used to offset any costs of contracting with another Allegiance.

### **ARTICLE VII OTHER PROVISIONS**

#### 7.1 Insurance Requirements.

Allegiance, at its sole cost and expense, for the full term of this Agreement, and all Subsequent Terms, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as to Pflugerville and any insurance or self-insurance maintained by Pflugerville shall be in excess of Allegiance's insurance coverage and shall not contribute to it:

1. Employers Liability insurance in the minimum statutory required coverage amounts, with a waiver of subrogation issued in favor of Pflugerville.
2. Automobile Liability Insurance for each of Allegiance's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by Allegiance's employees) leased or hired vehicles, in the minimum amount of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage with a \$3,000,000.00 umbrella policy.
3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 per occurrence, with a \$3,000,000.00 annual aggregate, including coverage for:
  - i. Bodily injury;
  - ii. Personal injury;

- iii. Broad form property damage;
- 4. Professional liability insurance in the minimum amount of \$1,000,000.00 combined single limit with a \$3,000,000.00 umbrella policy.
- 5. Management Liability (Errors & Omissions) Insurance providing not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- 6. Renter's Insurance in the minimum amount necessary to cover Allegiance's property (contents, portable equipment, furniture, etc.) housed at any facility rented by Allegiance in providing the Services required herein.
- 7. Uninsured/Underinsured insurance, including coverage for bodily injury, personal injury, or property damage.
- 8. Workers' Compensation insurance that meets the statutory limits as required by the various laws applicable to the employees.
- 9. Umbrella Liability Insurance with a limit of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate. Such insurance shall be in excess of the Commercial General Liability insurance, Auto Liability insurance, and Employer's Liability insurance.

## 7.2 Other Insurance Provisions

- a. Certificates of Insurance for the policies and insurance coverages required herein shall be provided to Pflugerville, in writing, prior to Allegiance commencing operations and thereafter upon any renewal of or change in coverage or carrier.
- b. All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days prior written notice has been given to the City." Allegiance agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide Pflugerville on or before the execution of this Agreement by the Parties with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to the City or its designee annually upon renewal.
- c. Every insurance policy required shall extend for the period to be covered by the license granted Allegiance for the ambulance service and the insurer shall be obligated to give not less than thirty 30 days written notice to Pflugerville before any cancellation or other termination of any such policy earlier than its termination date.
- d. The cancellation or the termination of any policy required herein shall automatically revoke and terminate this Agreement for ambulance service granted by Pflugerville unless another insurance policy complying with the insurance section provisions is provided in full force and effect at the time of such cancellation.

e. Each insurance policy required herein shall name as additional insureds the City, its commissioners, officials, officers, employees, volunteers, and agents, as may be allowed and appropriate. Allegiance shall indemnify, defend and hold harmless Pflugerville and its Commissioners, officials, officers, employees, volunteers, and agents from all suits, actions, losses, damages, claims or liability of any character, type, or description including without limiting the generality of the foregoing all judgments, settlements, expenses of litigation, court costs, and attorney's fees arising from or relating to injury or death to any person or injury or damage to any property, received or sustained by any person or persons or property arising out of the occasioned by the acts or omissions of Allegiance or its officers, agents or employees in the performance of this contract.

### 7.3. Incidents and Claims.

Allegiance shall immediately notify the City Manager, Administration, or General Counsel of any accident or Service incident involving Allegiance or the Services in which there is, or may be, personal injury or property damage. Allegiance shall deliver to the City an Incident Report of any incident, accident, or other occurrence involving the Allegiance which may result in a claim or cause of action against Allegiance or the City. The Report shall be delivered as soon as practicable, but no later than 48 hours after the occurrence.

### 7.4 Disaster Assistance.

During a declared disaster, locally or in a neighboring jurisdiction, Allegiance shall follow the County's Emergency Management Plan and commit such resources as are necessary and appropriate, given the nature of the disaster. Allegiance shall be exempt from unit availability standards during periods of defined disasters. When the disaster assistance has been terminated, Allegiance shall resume normal operations as rapidly as is practical.

### 7.5 Outside Work.

Allegiance shall not be prohibited from doing other work, provided the work does not detract from Allegiance's responsibilities and contractual commitments under this Agreement. Allegiance and its employees shall not engage in any activities that violate any federal, state, and local laws, rules, regulations, or ordinances, this contract, or any activity that brings discredit to Allegiance and/or Pflugerville.

### 7.6 Allegiance Medical Director.

Allegiance's Medical Director shall be responsible for purposes of state and federal requirements and this Agreement for providing appropriate medical direction and control, clinical operating guidelines or policies, purchasing of controlled drugs and other controlled supplies, issuing and signing written standing orders, and any other act for which medical direction is required.

### 7.7 Compliance with Applicable Laws, Rules and Regulations Required.

All Services furnished by Allegiance shall be rendered in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances. It shall be Allegiance's sole responsibility to determine which laws, rules, regulations, and ordinances apply to the services rendered under this Agreement and to maintain compliance at all times. Allegiance agrees to comply with all federal and state anti-discrimination and civil rights laws. Allegiance shall maintain all records of all Services rendered under this Agreement for a period of three (3) years or as required by the Texas Records Retention Act and the records retention policies of the City.

#### 7.8 Compliance with Abuse Regulations.

Allegiance must also comply with the Texas Department of Human Services regulations concerning the prompt reporting of any suspected abuse of a child or elderly person.

#### 7.9 Emergency Management and Mutual Aid.

Allegiance agrees to accept responsibility for duties assigned by Pflugerville and the Emergency Management Director of the County. Allegiance shall enter into mutual aid agreements with other surrounding area EMS services, as needed, to assure the prescribed level of response and Services required hereunder for both routine conditions and catastrophic events.

#### 7.10 Cooperation with other EMS Providers.

To the extent allowed by law, Allegiance agrees to exchange appropriate and pertinent information with other EMS providers, as needed, including service areas and primary location and number of ambulances available for immediate response.

#### 7.11 Permits.

Lonestar Ambulance 1 LLC d/b/a Allegiance Mobile Health, a wholly owned subsidiary of Bluebird Medical Enterprises LLC shall be the holder of the state ambulance license and of the state and local vehicle permits to be used in the performance of this Agreement. Allegiance shall make all necessary payments for licenses and permits for the ambulance operations. Allegiance shall furnish Pflugerville with proof of such licenses or permits. Allegiance shall be responsible for verifying that its employees' State and local licenses and certifications, if applicable, are in order and current at all times.

#### 7.12 Audits and Inspections.

At any time during normal business hours and as often as may be necessary, Pflugerville representatives may observe Allegiance operations and Allegiance shall make available to Pflugerville for its examination and audit any information with respect to all matters covered by the Agreement.

#### 7.13 No Estimated Business Volume.



Pflugerville makes no representations concerning the number of emergency and non-emergency calls or transports, quantities or length of long-distance transfer service or frequency or special events coverage, which will be associated with this Agreement.

#### 7.14 Regional Advisory Council

Allegiance shall be an active member of the appropriate Regional Advisory Council.

#### 7.15 Performance Security

a. Assets assigned to Pflugerville shall be held as collateral for performance security in the event of termination due default. Allegiance shall, within 5 days of the execution of this Agreement, supply the City with an Asset List including year, make, model, VIN or serial numbers for all equipment assigned to Pflugerville. If equipment is replaced Allegiance will supply Pflugerville with an updated asset list within forty-eight (48) hours.

b. In the event that Allegiance is found in default and contract is terminated for default pursuant Article VI, Allegiance will surrender the four (4), as set forth in Paragraph 3.1(q) of this Agreement) fully stocked and operational primary City of Pflugerville mobile intensive care (MICU) ambulances, including cardiac monitors, stretchers, all medical supplies and other items listed on the Asset List. Further, the EMS stations, and station amenities will be made available to the City or City-appointed provider to use for a period of one hundred twenty (120) days. Allegiance staff members assigned to the City will not be reassigned by Allegiance and will continue to cover the contracted service area under the direction of the City or City-appointed agency.

### **ARTICLE VIII AMBULANCE STATIONS**

8.1 Allegiance at its sole cost shall provide suitable building(s), or suitable space within a building, at four (4) mutually agreed upon locations within the City for use as stations for at least four ambulances (total, between the four (4) locations, as set forth in in Paragraph 3.1(q), above), and will provide water, sewer, gas, non-medical waste garbage pickup, and electricity to the building. Allegiance shall provide at its own cost and expense all other costs related to its use or occupancy of the City property, including, but not limited to, telephone, cable TV, internet, medical waste disposal, radio/communications, and other telecommunication equipment.

### **ARTICLE IX MISCELLANEOUS PROVISIONS**

#### 9.1 Independent Contractor.

Allegiance covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Allegiance shall, subject only to the performance standards herein, have exclusive control of and exclusive right to control the details of the Services

performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Allegiance, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Allegiance. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the Services to be performed by Allegiance under this Agreement and that Allegiance has no authority to bind the City.

## 9.2 Governing Law.

This Agreement is performable in Travis County, Texas, and shall be subject to and governed according to the laws of the State of Texas. Venue of any action arising from or relating to any provision of this Agreement shall be exclusively in a state court of competent jurisdiction in Travis County, Texas. The City, by entering into this Agreement, does not waive any immunities, defenses, rights or remedies it or its officers, employees, or agents may have under the doctrines of Sovereign Immunity, Official Immunity, the Texas Tort Claims Act, or any other doctrine, statute, law, rule, or regulation that may be applicable.

## 9.3 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors, assigns or other legal representatives.

## 9.4 Assignment.

Except as specifically provided for in this Agreement, no right or obligation hereunder may in any way whatsoever be assigned or delegated to a third party without the express prior written consent of the other Party hereto, and any attempted assignment without such consent shall be considered null and void.

## 9.5 Severability.

If any portion or portions of this Agreement shall be deemed for any reason invalid or unenforceable by a court of competent jurisdiction or applicable law, rule, or regulation, the remaining portions shall be valid and enforceable and carried into effect unless to do so would clearly violate the legal and valid intention of the Parties hereto.

## 9.6 Notices.

Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing and either delivered in person, by electronic transmission, deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, properly addressed or by a nationally recognized overnight courier service to the following addresses:

Allegiance Mobile Health  
1702 N. Lexington BLVD  
Corpus Christi, Texas 78409  
Attention: Chief Operating Officer

City of Pflugerville  
100 E. Main St.  
Pflugerville, TX. 78660  
Attention: City Manager

The notification addresses listed above can be changed by either Party with proper notice as listed above.

9.7 Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any previous agreement or understanding, whether oral or otherwise. No modification of this Agreement shall be valid unless writing and signed by each of the Parties hereto.

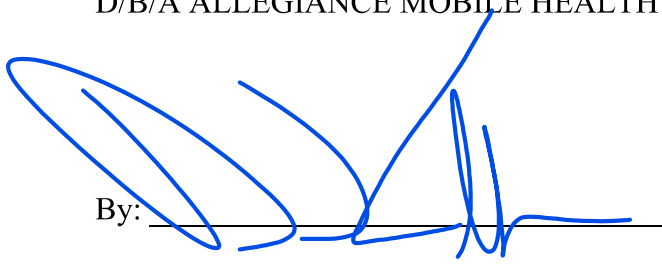
9.8 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

BLUEBIRD MEICAL ENTERPRISES LLC  
D/B/A ALLEGIANCE MOBILE HEALTH

CITY OF PFLUGERVILLE

By: 

By: \_\_\_\_\_

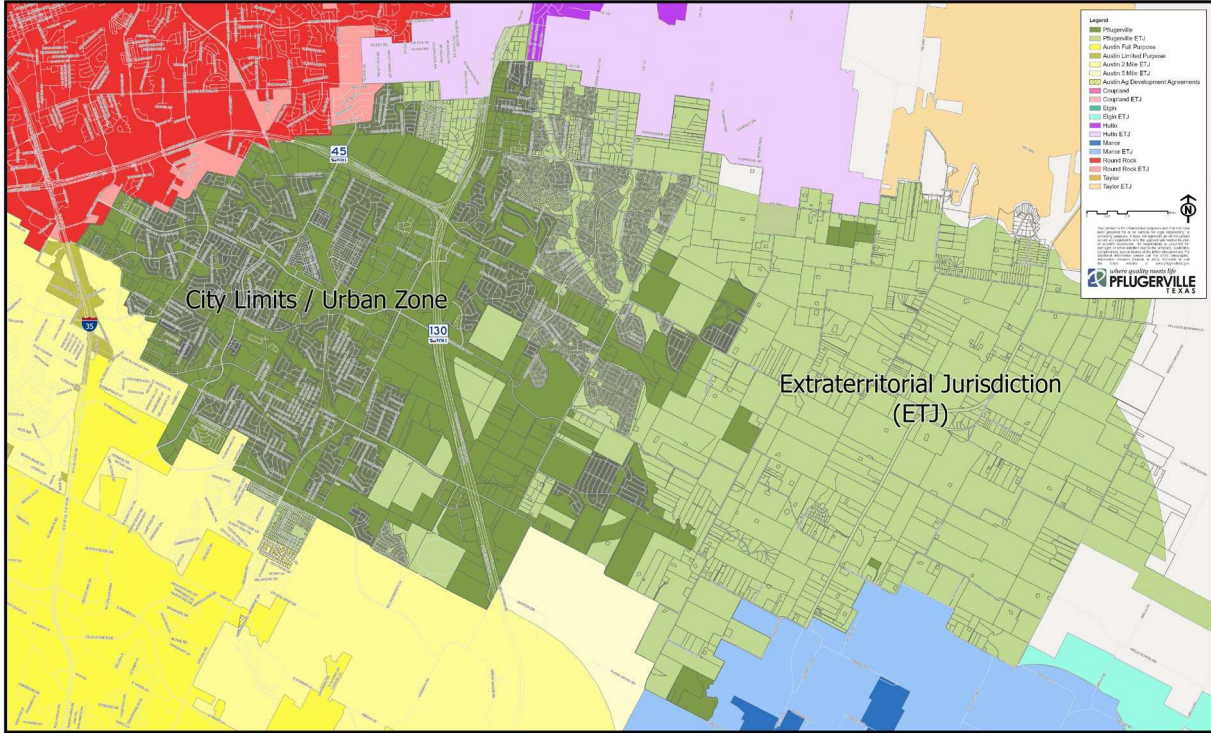
Daniel Gillespie, Chief Operating Officer

Sereniah Breland, City Manager

# EXHIBIT A CITY MAP – SERVICE AREA

## City Limits

June 2022



## **EXHIBIT B SERVICES**

1. Allegiance will provide all 9-1-1 emergency and non-emergency medical services, including emergency and non-emergency ground ambulance transportation, for the entire territorial limits of Pflugerville at the minimum standard of four (4) full-time, twenty-four (24) hours per day, seven (7) days per week, MICU ambulances and qualified crew in and to the City at all times. Allegiance may supplement resources with additional ambulances normally used to perform non-emergency transports when needed for additional coverage and Services set forth herein.

2. Allegiance warrants and represents it is licensed as an emergency medical services provider with the Texas Department of State Health Services or other appropriate authority, it and its personnel have and will maintain any and all licenses and certifications required by any authority having jurisdiction, and that it shall at all times maintain such licenses and certifications in full force and effect.

3. At a minimum, the following standards for vehicles and maintenance of vehicles shall be used by the Allegiance:

a) All motor vehicles used for the purpose of providing Services in the City shall be maintained in clean, sanitary, and first-class mechanical and operational condition at all times and comply with the most current applicable state and/or federal standards for ambulances and the provision of the Services set forth herein.

b) All mechanical, safety, and special equipment, including maintenance records, shall be subject to inspection at any time by the City's Coordinator or other authorized representative of the City.

c) Any prevailing norms, regulations, or guidelines that may be published for ambulance maintenance shall be followed by Allegiance. Pflugerville anticipates that at a minimum, Allegiance shall abide by its own maintenance contract or manufacturer's recommended maintenance schedule for all vehicles used by it for the provision of Services hereunder.

d) Allegiance shall remove any vehicle from service that has a deficiency that may compromise the health, welfare, or safety of patients, residents, or visitors to the City.

e) Each emergency ambulance shall be equipped with all required equipment and supplies for MICU operations as required by the Texas Department of State Health Services.

f) No ambulance that has been substantially damaged or altered shall be placed back in service until it has been adequately and properly repaired.

g) No ambulance used by Allegiance shall be older than five (5) years from date of manufacture or have more than two hundred thousand (200,000) miles on its odometer.

**EXHIBIT C**  
**FEES PAYABLE**

The Semi-Annual Agreement Fee identified below is the total semi-annual fee payable by the City to Allegiance Mobile Health for the Services.

The negotiated Total Agreement Annual Fee for FY 2025 (Oct. 1, 2024 – Sept. 30, 2025) is \$1,300,000. The negotiated Total Agreement Fee for the three months of performance in FY 2024 (July 1, 2024 – Sept. 2024) is \$325,000.

The City shall pay the Total Agreement Fee to Allegiance Mobile Health in equal semi-annual installments, with the first payment due no later than March 31, 2025 and the second payment due no later than September 30, 2025.

The fee for the remainder of FY2024 is \$325,000, equaling one-fourth (1/4) of the negotiated Total Agreement Fee for FY 2025 payable by the City to Allegiance Mobile Health for the Services not later than September 30, 2024.

**EXHIBIT D  
ALLEGIANCE BILLING SCHEDULE**

	<b>Description</b>	<b>Medicare</b>	<b>Medicaid</b>	<b>Insurance</b>	<b>Private</b>
A0382	BLS Disposables	N/A	\$ 280.00	\$ 280.00	\$ 280.00
A0398	ALS Disposables	N/A	\$ 425.00	\$ 425.00	\$ 425.00
A0422	Oxygen	N/A	\$ 125.00	\$ 125.00	\$ 125.00
A0425	Mileage	\$ 15.00	\$ 15.00	\$ 35.00	\$ 15.00
A0426	ALS Non-Emergent	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
A0427	ALS Emergent	\$ 1,250.00	\$ 1,250.00	\$ 2,100.00	\$ 1,250.00
A0428	BLS Non-Emergent	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,000.00
A0429	BLS Emergent	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,000.00
A0433	ALS Level II	\$ 1,500.00	\$ 1,500.00	\$ 2,600.00	\$ 1,500.00
A0434	Specialty Care Transport	\$ 1,750.00	\$ 1,750.00	\$ 3,100.00	\$ 1,750.00
A0998	Response - No Transport	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00

**EXHIBIT E**

**PERFORMANCE GOALS/OUTCOMES AND RESPONSE ZONES**

A. Emergency Response priorities are defined as the following:

Priority 1 – Threat-to-life emergency calls generated from 9-1-1 access or radio traffic or other communications from other emergency services entities inside the city limits of Pflugerville.

Priority 2 – Non-threat-to-life calls generated from 9-1-1 access or radio traffic or other communications from other emergency services entities inside the city limits of Pflugerville.

B. Response Time Goals: Allegiance shall place a MICU level ambulance on scene for each Priority 1 emergency call within seven (7) minutes fifty-nine (59) seconds ninety (90)% of the time or greater.

C. Clinical and Safety Metrics: Allegiance shall report to the City its rate of compliance with [the following clinical and safety metrics on a quarterly basis](#). These measures are based on **NEMSQA & NHTSA Measures (National EMS Quality Alliance)**.

<b>TABLE 1: PERCENTAGE CLINICAL PERFORMANCE STANDARDS</b>	
<b>EVENTS REPORTABLE TO CITY UPON OCCURRENCE</b>	
Death or serious adverse consequence associated with administration of incorrect medication or dosage	
Patient death or serious adverse consequence associated with improper use or failure of a medical device or equipment	
Patient death or serious injury associated with patient elopement from vehicle or custody	
Failure to respond to a Priority 1 or 2 911 dispatch	
<b>EVENTS REPORTABLE TO CITY QUARTERLY</b>	
<b>Measure</b>	<b>Description</b>
Respiratory Assessment for Pediatric Patients	Percentage of patients aged 14 years or younger with Primary Impression of respiratory distress and received a documented respiratory assessment.
EKG for patient with cardiac complaint	Percentage of patients with Primary Impression of Chest Pain, Angina, Palpitations, Arrhythmia or Syncope getting a 12-lead EKG
Aspirin Administration for STEMI	Percentage of patients with STEMI who receive ASA during prehospital treatment



Treatment Administered for Hypoglycemia	Percentage of patients with the complaint of hypoglycemia that received appropriate treatment.
Documentation for Stroke Patients	Percentage of patients suffering from suspected stroke that received prehospital stroke assessment
Pediatric Weight Measurement	Percentage of patients 14 years of age or younger with documentation on the PCR of weight in kilograms based on color-coded pediatric tape
Pediatric Asthma Treatment	Percentage of patients aged 14 or younger with Primary Impression of Bronchospasm with administration of beta agonist
Use of lights and sirens (Response)	Percentage of responses where lights and sirens are used
Use of lights and sirens (Transport)	Percentage of transports where lights and sirens are used
Transport to a trauma center	Percentage of patients transported to trauma center that meet trauma criteria
Documentation of pain assessment	Percentage of patients injured or complaining of pain where a pain assessment is documented.
Documentation of pain intervention	Percentage of patients who received an analgesic and have follow-up documentation of pain

D. Experiential Outcomes: Allegiance shall assist and cooperate with surveys conducted by the City, or a third party designed by the City, to determine patient and provider experience and satisfaction.

E. Response Time Calculation:

1. Allegiance’s response times shall be calculated on a monthly basis to determine compliance with the goals set forth in this Agreement. “Monthly basis” means each calendar month. Response times are calculated from the time the call is received by Allegiance Dispatch Center to the time an Allegiance ambulance arrives on-scene. Allegiance shall maintain accurate records as to the time the call is received, the time of dispatch of an appropriate Allegiance unit in response to a call, the Arrival-On-Scene time, and any other appropriate times used in the customary practice of providing the Services set forth herein. Allegiance’s crews shall accurately maintain and report Arrival-On-Scene times immediately upon arrival at the scene of a call to the Allegiance dispatcher.

2. Allegiance agrees to cooperate with Pflugerville in evaluating and creating revised Response Time Performance Areas and Standards for the purpose of measuring response

times within the Primary Service Area. Primary Service Area is defined as the territorial limits of the City, unless specifically excepted under this Agreement.

#### F. Upgrades, Downgrades, Reassignments, and Canceled Calls

On occasion special circumstance may cause changes in call priority classification. Response time calculations for determination of compliance will be as follows:

1. If an assignment is upgraded prior to arrival on the scene of the ambulance unit (i.e. upgraded from Code 1 to Code 3) the time shall be measured from the time of the initial dispatch.
2. Call screening or refusal of service in the City by Allegiance is not allowed.3. Downgrades of priority are allowed in cases in which road conditions or other safety factors prevail. All downgraded responses shall be reported to the City or its designees in Allegiances reports of Response Time Goals compliance and include the reason for the downgrade.
4. If a request for an emergency response is cancelled, this request shall not count as a response for compliance calculation, but will be included in all Run Reports.

#### G. The City shall establish “time stamp” benchmarks to be followed, recorded, and reported at all times by Allegiance in the provision of Services hereunder. “Time stamp” shall mean each event noted below and time thereof shall be recorded by Allegiance, and, at a minimum, the following time stamp benchmarks shall be recorded by Allegiance on all responses:

1. “Call Received,” the time the call is received by Allegiance Dispatch;
2. “Call Dispatched,” the time Allegiance dispatch sends out the first notice of a required response;
3. “Call Acknowledged,” the time the responding unit acknowledges the receipt of the dispatch;
4. “Responding,” the time the response to the call is initiated by the unit after dispatch;
5. “Arrival on Scene,” the time the unit arrives at the address provided by dispatch for the location of the call;
6. “Patient Contact,” the time the unit is actually by the side of the patient;
7. “Transport,” the time the unit initiates actual departure from the scene to the hospital;
8. “Clear,” if a patient is not transported by virtue of patient refusal or otherwise, the time the unit is clear of the scene or if a patient is transported to a hospital, the time the unit is clear of the hospital;

9. "Available," the time the unit is available for a new call;
10. "Arrival at Hospital," the time the unit arrives at the hospital with a patient; and,
11. "Arrival in City," the time the unit returns to City territory if the unit leaves the territory for patient transport or otherwise.