

Zimbra

rocio.villarreal@co.hidalgo.tx.us

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**RE: RFP.: 2015-260-00-00-SMA-HIDALGO COUNTY PRECINCT No. 3 "Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"**

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**From :** Steve Crain <scrain@atlashall.com> Wed, Oct 07, 2015 11:35 AM  
**Subject :** RE: RFP.: 2015-260-00-00-SMA-HIDALGO COUNTY PRECINCT No. 3  
"Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-  
Palmview-Granjeno)"  
**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The draft contract is fine.

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**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]  
**Sent:** Wednesday, October 07, 2015 10:48 AM  
**To:** Stephen L. Crain  
**Subject:** Fwd: RFP.: 2015-260-00-00-SMA-HIDALGO COUNTY PRECINCT No. 3 "Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"

Mr. Crain:

Attached is the draft agreement for ambulance services. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL  
HIDALGO COUNTY PURCHASING DEPT.  
CONTRACTS MANAGER  
(956) 318-2626 Work  
(956) 292-7000 Ext. 4868 Work  
[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

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**From:** "Sandra Montalvo" <[sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us)>  
**To:** "Mona Parras" <[mona.parras@co.hidalgo.tx.us](mailto:mona.parras@co.hidalgo.tx.us)>, "norma ceballos" <[norma.cebillos@co.hidalgo.tx.us](mailto:norma.cebillos@co.hidalgo.tx.us)>  
**Cc:** "Rocio Villarreal" <[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)>  
**Sent:** Friday, August 7, 2015 8:45:36 AM  
**Subject:** RFP.: 2015-260-00-00-SMA-HIDALGO COUNTY PRECINCT No. 3 "Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"

Good Morning Ladies,

Please review carefully **memorandum/Draft Requirements/Draft Evaluation Criteria** (attached hereto) and submit your modifications if any and/or approval or disapproval by no later than **MONDAY, AUGUST 14, 2015 @ 10:00a.m.** in order to proceed with the procurement process on a timely manner for: ***Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno for r Hidalgo County Precinct No. 3 Program.***

Thank you in advance for your prompt attention to this important matter.

**Thank you,**  
***Sandra Montalvo, Buyer II***  
Hidalgo County Purchasing Department  
2812 S. Bus. Hwy. 281

Edinburg, Tx 78539

Office-(956)318-2626 or 956-292-7000 ext. 4865

Fax-(956)318-2629 or (956)292-7612

Email: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us)

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THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**EMERGENCY AMBULANCE SERVICE CONTRACT  
C-15-260-00-00**

THIS CONTRACT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 by and between the COUNTY OF HIDALGO, TEXAS (“County”), and VENDOR’S NAME a limited liability Company (“Company”).

WHEREAS, rural areas situated outside the corporate boundaries of any cities in Precinct 3 Hidalgo County and not served by ambulance service of any fire district located in such Precinct 3, as well as the areas within the municipal boundaries of the cities of Alton, Palmview, Granjeno, La Joya, Sullivan City and Penitas (collectively, the “Service Area” or “Service Areas”), are not consistently served by ambulance service: and

WHEREAS, the provision of emergency ambulance services may, under Texas law, be provided to a Service Area by a county; however, counties are not required to provide services to a Service Area by a county; and

WHEREAS, County has, on DATE through its Commissioners Court, awarded a contract to Company to perform the services; and

WHEREAS, Company is duly licensed under the Emergency Medical Services Act, V.T.C.A., Health and Safety Code (the “Act”); and

WHEREAS, Company is willing to provide services in accordance with specifications attached hereto as Exhibit “A” and incorporated herein by reference (the “Specifications”); and

WHEREAS, the term “Specifications” as used herein shall mean the specifications dated a copy of same is attached hereto as Exhibit “A” and incorporated herein for all purposes.

WHEREAS, in recognition of and in consideration of Company’s agreement to the terms and conditions herein contained, the Commissioners Court of County deems it in the best interest to the inhabitants of the Service Area of Hidalgo County to contract with Company on the terms and conditions as contained in this Contract.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County And Company hereby agrees that this Emergency Ambulance Service Contract is entered into order to provide emergency ambulance service to inhabitants of the Service Area of Hidalgo County. This Contract does not extend to any third parties any duties of benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of the this Contract, and shall be obligated to render and provide emergency ambulance service for the general public in the Service Area in response to calls for emergency ambulance service pursuant to the terms of this Contract. Company also agrees to respond to any emergency ambulance calls in the Service Area.
3. Company hereby promises and agrees to maintain at the Company’s sole expense a state of the art communication center that will be capable of managing all EMS calls for **VENDOR’S NAME** County wide, a description of which is attached hereto as Exhibit “A” Communications Center.

4. This Contract shall be for a period beginning at 12:01 a.m. **DATE, 2016** and terminate on, **DATE, 2018** at 12:00 a.m., with an option to extend for an additional one (1) year term, (the “Termination Date”) unless this Contract is earlier terminated pursuant to the provisions herein.
5. As a condition of this Contract, if a new provider is not in place at the end of the normal contract term, termination/cancellation date, Company will continue providing services for a period not to exceed 90 (ninety) days or until new contract is approved.
6. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.
7. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of Health (the “License”), subject to all terms and conditions of the Act, as may from time to time be amended.
8. All ambulances operated under the license shall contain all equipment required by the Act and the Specifications, and all person in the employ of Company who provided emergency medical care in such ambulances shall have the qualifications, skill and expertise to perform such emergency medical services, shall have all permits and/or certificates required by the Act, shall comply with all rules and regulations prescribed by the State Board of Health or any other agency or authority having jurisdiction with regard to the operation and/or provision of ambulance service, and with the terms of the specifications.
9. As consideration for rendering the Emergency Ambulance Service provided for in this Contract, the Company agrees not to charge the County for services rendered.
10. Company shall provide insurance in force on all its vehicles and all persons connected with provided services under this Contract naming County as an additional insured, with the

coverage's and in the amounts described in the Specifications, and shall furnish to County a certificate of such insurance coverage.

11. Company shall provide a sufficient number of ambulances, personal and equipment as further defined in the specifications, available to answer and service emergency call that it receives from any source within the Service Area, and insures that upon every response, Company shall have at least two state certified emergency service personnel responding to the call.

12. The fees charged by Company to the public shall be the Company's ordinary and customary fees as more particularly described on Exhibit "B" attached hereto.

13. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or commented with this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

14. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

15. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the emergency services provided by Company, and that Company is an independent contractor under this Contract.

16. In the event either party to this Contract defaults in the performance of any of its obligations hereunder, or in the event either party contends that the other party had so defaulted, the non-defaulting party will give written notice to the alleged defaulting party, setting forth such default, and the alleged defaulting party shall have thirty (30) days after receipt of such written

notice to cure such default if the alleged default is that of Company and such default creates, in the sole opinion of the County, life threatening conditions then this Contract may be terminated immediately. If either party hereto fails to cure a default, the non-defaulting party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-defaulting breaching party may have in a court of competent jurisdiction. Any provision of this Contract to the contrary notwithstanding, if County is unable to find a suitable replacement upon the termination of this Contract, Company agrees to continue in the capacity herein described for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so the County may have an additional period of time to find a suitable replacement.

17. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as stated forth below:

If to County:

The County of Hidalgo  
Attn: County Judge  
Hidalgo County Administration Building  
100 E. Cano  
Edinburg, Texas 78539

If to Company:

VENDOR'S NAME  
ADDRESS  
CITY, STATE

18. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

19. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

21. Company warrants and represents that it will, at all times during the term of this Contract, abide by the standards and requirements set forth in the Specifications.

22. Company represents and warrants it has not, during the process of being awarded this Contract violated the following ethical standards of County and, upon and after the execution of this Contract, agrees to abide by the following ethical standards of County:

a. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former official, department head or employee of Hidalgo County to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department of agency of Hidalgo County.

b. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

23. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Agreement, County

may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 ( Vernon Suppl 1995).

WITNESS our hands in duplicate originals this \_\_\_\_\_, 2016

ATTEST:

COUNTY OF HIDALGO

By \_\_\_\_\_

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

COMPANY:  
Pro-Med EMS, LLC

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

Approved on Commissioners' Court: \_\_\_\_\_, 2012

APPROVED AS TO FORM  
Atlas & Hall, L.L.P

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

**EXHIBIT “A”**

**REQUEST FOR PROPOSAL (RFP)  
PROCUREMENT PACKET**

**DRAFT**

**EXHIBIT “B”  
FEE SCHEDULE**

DRAFT

**EXHIBIT “C”  
CERTIFICATE OF INSURANCE**

**DRAFT**