

**LEASE AGREEMENT BETWEEN
WILLIAMSON COUNTY AND ST. DAVID'S HEALTHCARE
PARTNERSHIP, L.P., LLP
FOR
FOR EMS AMBULANCE AND PERSONNEL SPACE AT
GEORGETOWN HOSPITAL**

THIS LEASE AGREEMENT ("Agreement") is made and entered into by and between Williamson County, a political subdivision of the State of Texas (the "County"), and St. David's Healthcare Partnership, L.P., LLP D/B/A Georgetown Hospital ("St. David's"), for space in Georgetown Hospital for County Emergency Medical Services Ambulance and Personnel. Georgetown Hospital is owned and operated by St. David's. The County and St. David's are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, the County has an interest in housing one of its Emergency Medical Services ("EMS") crews at Georgetown Hospital while such crew is not actively responding to an EMS call for service;

WHEREAS, St. David's currently has available space at Georgetown Hospital that can be used by a County EMS crew twenty-four (24) hours per day seven (7) days a week;

WHEREAS, St. David's is willing to rent such space to the County and the County desires to rent same from St. David's;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. TERMS AND CONDITIONS

A. Primary Obligations of St. David's. St. David's agrees to provide the County with the following during the term of this Agreement:

1. The enjoyment and peaceful possession of the premises (the "Premises") described in Exhibit A attached hereto and made a part hereof. The Parties agree that the Premises contain (and are hereby deemed to contain) Three Hundred Eighty Four (384) rentable square feet.
2. One covered vehicle housing bay at Georgetown Hospital with space for one County EMS Ambulance.
3. In addition, a parking space at Georgetown Hospital for one reserve County EMS Ambulance. The parking for the reserve County EMS Ambulance may be outside, and is not required to be covered.

4. The use of the personal property (the "Personal Property") described in Exhibit B attached hereto and made a part hereof.
 5. The use of one shared food locker with Georgetown Hospital personnel and one large heated and cooled storage room at Georgetown Hospital.
- B. Consideration. The County agrees to pay rent at the annual rate of Twenty Seven Dollars (\$27.00) per rentable square foot for the use of the Premises. Based on the rentable square footage of Three Hundred Eighty Four (384) square feet, the County's Annual Base Rent shall be Ten Thousand Three Hundred Sixty Eight Dollars (\$10,368.00) and County's Monthly Rent Installment shall be Eight Hundred Sixty Four Dollars (\$864.00). The Parties agree and acknowledge that said amount of rent is consistent with reasonable fair market value for like space in the Central Texas Region and such rent has not been determined in a manner that takes into any referrals (each Party hereby disclaiming any intent to refer business to the other Party), or any payment which may be made in whole or in part under Medicare, Medicaid, or other State or Federal health care programs. Furthermore, for purposes of this Agreement, "fair market value" means the value of the above described Premises that shall be used for commercial purposes and the fair market value has not been adjusted to reflect any additional value that either Party may attribute to the Premises as a result of the proximity or convenience of the Premises.
- C. Payment of Rent. Each Monthly Rent Installment shall be payable monthly in advance without notice, demand, setoff or deduction and all such installments shall be paid to St. David's or its property manager, as designated in writing by St. David's, in US Dollars at the following address: 98 San Jacinto Boulevard, Suite 1810, Austin, Texas 78701, or at such other address as St. David's may designate in writing. The first monthly installment shall be due on the commencement date and, thereafter, such monthly installments shall be due on the first day of each calendar month during the term of this Agreement. If the County's obligation to pay rent relates to only a part of a month at the beginning or end of the term or if this Agreement is otherwise terminated early, the County shall only pay the proportionate part of the applicable monthly installment of each partial month.
- D. Term. This Agreement shall be effective and commence on the date on which this Agreement is signed by the second Party to sign, and shall continue in force for one (1) year (the "Initial Term"), provided that if the effective date is other than the first day of a calendar month, the Initial Term will end on the last day of the calendar month in which the one year anniversary of the effective date occurs. Notwithstanding the foregoing, this Agreement may be terminated prior to the end of the Initial Term, as provided herein; and the Initial Term may be extended, as provided herein.
- E. Extension of Agreement Term. Following the Initial Term, this Agreement shall automatically renew for additional one year terms unless either Party sends a notice of non-renewal to the other Party at least ninety (90) days prior to the termination date of the then current term. In the event a notice of non-renewal is sent by a Party, the County shall vacate the Premises and Georgetown Hospital by no later than the last day of the

then current term. All terms, covenants, and provisions of this Agreement shall apply to any renewal terms.

- F. Removal of County's Improvements. Upon the termination of this Agreement, the County may remove its personal property and any of the improvements that the County made to Georgetown Hospital (including the Premises) so long as the removal of such improvements does not unreasonably damage Georgetown Hospital; provided, however, the County shall be obligated to repair any damage that may be caused by the removal of its improvements; and provided further that the County shall not be entitled to remove the Personal Property which is listed in Exhibit B.
- G. Condition of Georgetown Hospital. To the extent necessary for the County's use and enjoyment of the Premises, St. David's shall maintain and repair Georgetown Hospital's roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system and all amenities within Georgetown Hospital. The County shall be responsible for keeping the Premises and any other areas that are solely used by the County in a clean and neat condition. The County and St. David's shall work in cooperation with one another in keeping the commonly used areas clean and neat.
- H. Utilities and Service. St. David's shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to dispose of garbage and used hazardous medical supplies, water, gas, electricity, telephone and internet services and sewage service to the Premises, as well as pay for such utilities and services used by the County. If any of the equipment or machinery necessary or useful for the provision of any of the above services breaks down or for any cause ceases to function properly, St. David's shall use reasonable diligence to repair the same promptly.
- I. Damage or Injury. St. David's and the County agree that each Party is responsible for its own proportionate share, under the principles of comparative negligence, of any liability for injury, death, or property damage caused by its negligent acts or omissions arising out of or relating to this Agreement or the Premises or Georgetown Hospital.
- J. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/or under the law. St. David's and the County have a duty to mitigate damages.
- K. County's Covenants. The County covenants and agrees: to pay the rent and provide the

consideration for this Agreement, as it is set out herein; to use the Premises in a careful and proper manner and only for use by the Williamson County EMS Department; to commit or permit no waste or damages to Georgetown Hospital; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Premises and the Personal Property upon expiration or termination of this Agreement in clean condition and good repair, normal wear and tear excepted; to comply with rules and regulations which may be promulgated and revised by St. David's from time to time; to prohibit and refrain from engaging or in allowing any use of Georgetown Hospital or the Premises that will increase St. David's premiums for insurance on the building without the express written consent of St. David's; to make no alterations in or additions or improvements to the Premises, install any equipment in or on the Premises without, in each case, obtaining the written consent of St. David's; to permit St. David's to enter, inspect, and make such repairs to the Premises as St. David's may reasonably desire, at all reasonable times; and the County agrees that it is solely responsible for making, at its sole cost, and only to the extent necessary for its use and enjoyment of the Premises, any alterations, additions, or improvements to the Premises that are mandated by any and all state, federal and local accessibility legal requirements including specifically but without limitation the Americans with Disabilities Act ("accessibility alterations"). If any alterations, additions, or improvements in or to the Premises are made necessary by reason of the special use and occupancy by the County and, provided that St. David's grants its prior written permission to the County regarding such alterations, additions or improvements, the County agrees that it will make all such alterations, additions, and improvements in or to the Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. The County shall be solely responsible for all licensing and all statutory and regulatory requirements relating to (i) the County's employees and persons using the Premises, and (ii) the emergency medical services performed by the County's employees and persons using the Premises.

- L. County Insurance. The County shall provide and maintain during the term of this Agreement the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to St. David's.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Professional Liability Coverage	\$1,000,000 Each wrongful act limit \$10,000,000 Annual aggregate limit
c. Comprehensive general liability in the following amounts:	

Comprehensive General Liability:	\$1,000,000 Per occurrence
Damages to Premises Rented to County:	\$100,000 Any one premises
Medical Expenses:	\$5,000 Any one person
Personal and Advertising Injury Limit:	\$1,000,000 Any one person or organization
General Aggregate policy limits:	\$10,000,000
Products/Completed Operations Aggregate Limit:	\$10,000,000

II. GENERAL PROVISIONS

- A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Interlocal Cooperation Act, to the extent such Act is applicable.
- B. Approval by Governing Bodies. To the extent required by law and by a Party's governing documents, this Agreement has been approved by the governing bodies of Williamson County and of St. David's.
- C. Tax Exempt. The County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services subject hereof are being secured for use by the County. Exemption certificates will be provided upon request.
- D. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- E. Self-Insurance by the County. The County is a political subdivision of the State of Texas. Claims against the County are subject to the liability and damage limitations of the Texas Tort Claims Act, to the extent described in such Act. The County has chosen to self-insure rather than to obtain insurance coverage. The full faith and credit of the

County stands behind any lawful claims against the County, its officials, employees, and/or agents.

- F. Regulatory Matters. St. David's and the County enter into this Agreement with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute and regulations, as amended (the "Anti-Kickback Law"), and Section 1877 of the Social Security Act, as amended and the regulations promulgated thereunder (the "Stark Law"). Notwithstanding any unanticipated effect of any of the provisions of this Agreement, neither Party will intentionally conduct itself under the terms of this Agreement in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, St. David's and the County expressly agree that nothing contained in this Agreement shall require either Party to refer any patients to the other, or to any affiliate or subsidiary of the other. If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either Party to be in violation of such laws due to the existence of any provision of this Agreement, then the Parties agree to negotiate in good faith for a period of ninety (90) days to modify the terms of this Agreement to comply with applicable law. Should the Parties hereto fail to agree upon modified terms to this Agreement within this time, either Party may immediately terminate this Agreement by giving written notice to the other Party.
- G. Protected Health Information. For purposes of this Section of this Lease, "Protected Health Information", or "PHI", shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time. The County agrees to reasonably safeguard PHI from any intentional or unintentional disclosure in violation of the Privacy Standards by implementing appropriate administrative, technical and physical safeguards to protect the privacy of PHI. The County further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to St. David's, its subcontractors and agents. The Parties agree that neither St. David's nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of the County. However, in the event PHI is disclosed by the County or its agents to St. David's, its contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, St. David's agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI. The Parties agree that the foregoing does not create, and is not intended to create, a "Business Associate" relationship between the Parties as that term is defined by the Privacy Standards.
- H. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

St. David's: St. David's Healthcare Partnership, L.P.,
LLP d/b/a Georgetown Hospital
98 San Jacinto, Suite 1800
Austin, Texas 78701
Attention: Property Management

With Copies to: HCA
One Park Plaza
Nashville, TN 37203
Attention: Vice President, Real Estate

County: Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, Texas 78626

With Copies to: Williamson County EMS
c/o: Kenny Schnell, Director
P.O. Box 873
Georgetown, Texas 78627

- I. Venue and Governing Law. Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- J. Dispute Resolution. The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one Party sent written notice of the Claim to the other Party, and if a Party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each Party shall bear its own attorneys fees. Nothing herein is intended to prevent either Party from seeking

any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

- K. Termination for Convenience. Either Party may terminate this Agreement for convenience and without cause or further liability upon one ninety (90) days written notice to the other Party and in this event County shall not be required to pay any remaining amount of Annual Base Rent that would otherwise be due and owing for the remainder of the term of this Agreement and County shall be reimbursed for all rents paid in advance on a pro-rata basis.
- L. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- M. Relationship of the Parties. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.
- N. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- O. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each Party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 20____

Authorization

The authorized representatives of the Parties enter into the above-described Agreement.

WILLIAMSON COUNTY, TEXAS

ST. DAVID'S HEALTHCARE PARTNERSHIP,
L.P., LLP D/B/A GEORGETOWN HOSPITAL, a
Texas registered limited partnership

By: Round Rock Hospital, Inc., a Texas
corporation, its general partner

By: 
Dan A. Gattis, County Judge

By: _____
Name: _____
Title: _____

Title: Williamson County Judge

1-5-2011
Date

Date

EXHIBIT A

PREMISES

EXHIBIT B

LIST OF PERSONAL PROPERTY