CONCHO COUNTY HOSPITAL DISTRICT

614 Eaker St / Box 987
Eden TX, 76837
325-869-5911
info@conchoch.com

Date: 21 March 2026

To: To Whom it May Concern

From: Robert A. Pascasio; MS, LFACHE
Administrator/CEO

Subject: Eden EMS Contracts/Payment

At the outset, everyone should know and understand that everyone associated with Concho County Hospital District; including myself, absolutely support the need for a viable EMS service in and for Concho County. A strong, vital EMS service, adequately staffed and appropriately equipped, is a critical component of every rural healthcare delivery system.

The relationship between the local Eden EMS and Concho County Hospital District has been complicated for a while. While I have shared out loud anytime I've been asked that I absolutely believe it is necessary that rural EMS services be subsidized to be functional, I've also shared that while maybe at one time CCHD did provide that support, at this point in time it just does not have the financial capacity to do so.

14 – 15 years ago, and under a program that no longer exists, Concho County Hospital District provided funding in the form of an intergovernmental transfer to draw down federal dollars to support the local EMS operations. When that program came to an end in 2017; at least in this region, the then CCHD administration assumed direct responsibility for providing that funding to support the local EMS.

In the fall of 2024, with a need to address CCHD's financial situation and an inability to locate a contract to identify any responsibility to provide that funding, CCHD ceased making those monthly subsidy payments. Subsequently, agreements were located, there were some discussions between the leadership of CCHD and Eden EMS, and CCHD continued making payments for "transport" services. However, the subsidy payments did not continue.

In the Fall of 2025 (September 1, 2025) Eden EMS served termination notices, CCHD responded (October 6, 2025), and again, there were conversations and from all appearances, the organizations were going to continue working together. Unfortunately, it fell apart again pretty quickly.

Failing any other alternative, mid-October 2025, only a few days later, CCHD had no other alternative than to enter into an agreement with another agency to provide outbound transfer services – despite statements to the contrary by others, this was the first such time in the history CCHD to do so.

As for not paying its bills – while CCHD has refrained to this point from engaging in public discourse that serves no beneficial or useful purpose, the time has come.

Following this memo are the two agreements – the only two agreements that either organization can apparently locate – that set forth the duties and obligations of one to the other:

"Transport" Agreement
September 28, 2012

Apparently to supplement the payments the Eden EMS received for providing outbound transfers, the highlighted section identifies that CCHD is to compensate the Eden EMS for "round trip transports," for "return transport within 24 hours." However, the Eden EMS billed for outbound transfers, not round trip transports; no "round trip" services have been provided.

"Services" Agreement
October 1, 2012 & November 1, 2017

To subsidize and support the local EMS' operations, originally through a regional service organization, then, subsequently, directly. While any/all are welcome to review the entire document, the main points are highlighted:

1. CCHD will pay Eden EMS $54,600 annually
2. Eden EMS will station an EMT/P at Concho County Hospital

There has not been an EMT/P stationed at Concho County Hospital since before September 2024

The facts are straightforward, as outlined in the agreements that are attached hereto. Further, public entities such as Concho County Hospital District are statutorily prohibited from "gifting" public funds; there must be an exchange of value, a "quid pro quo."

CCHD is hopeful that the current impasse can be amicably resolved, that the two organizations can again work together for the benefit of the citizens and residents of Concho County; as well as those just passing through because, after all, Eden is the "crossroads of Texas," and we look forward to constructive dialogue to that end.

Thank you for considering the rest of the story.

TRANSPORT

AMBULANCE SERVICES AGREEMENT

This Ambulance Services Agreement ("Agreement"), effective the 28 day of September, 2012 (the "Effective Date"), is by and between Eden EMS, Inc., located at 102 Gordon, Eden, Texas 76837 (referred to herein as "Company") and Concho County Hospital District ("District"), a general acute care hospital located in Eden, Texas.

ARTICLE I
Recitals

WHEREAS, District operates Concho County Hospital, a duly licensed hospital;

WHEREAS, Company is duly licensed by the Texas Department of State Health Services to provide ambulance transportation services and is engaged in the business of providing such services;

WHEREAS, Company has engaged trained personnel in emergency medical and transportation services, who are certified or licensed by the Texas Department of State Health Services; and

WHEREAS, District desires to engage Company to provide exclusive ground ambulance transportation services from District on the terms and conditions stated in this Agreement and Company desires to provide services on those terms and conditions;

NOW, THEREFORE in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE II
Provision of Transportation Services

2.1 Company shall, as and when required by District, provide comprehensive BLS and ALS transport for non-emergency services, including but not limited to transportation of patients between facilities.

2.2 Services shall be provided to the patient as ordered by District, subject to acceptance by Company and the availability of qualified personnel.

2.3 Company shall use its reasonable best efforts endeavor to make transportation services available twenty-four (24) hours a day, seven (7) days a week.

2.4 Company shall respond in a timely manner to all requests for services depending on location and availability of unit.

ARTICLE III
First Call Arrangement; Information; Provision of Certificate of Necessity

3.1 District shall call upon Company as its provider to provide ambulance transportation service. If Company advises District that it and its overflow transportation services are temporarily unable to undertake a specific transport; District may make arrangements for transportation by another provider.

3.2 District agrees to provide necessary patient information, such as name, date of birth, social security number, address, phone numbers and any other form of information necessary to Company in order for Company to bill any third-party payers including but not limited to Medicare, Medicaid and/or private insurance.

3.3 District shall provide a duly executed "Physician's Certification of Medical Necessity for Ambulance Transportation" for non-emergency transportation being billed directly to Medicare as required under Medicare's Rules and Regulations. District agrees to comply with any rules or regulations with respect to physician certification for ambulance transportation.

3.4 District shall provide a Prior Authorization Number (PAN) for Ambulance Transportation for non-emergency transportation being billed directly to Medicaid as required under Medicaid's Rules and Regulations. District agrees to comply with any rules or regulations with respect to Prior Authorization Number (PAN) for ambulance transportation.

ARTCLE IV
Fees, Billing and Collections

4.1 Fee. Company shall charge reasonable and customary charges for services provided under this Agreement as follows:

4.1.1 Company shall only bill District one hundred forty dollars and no cents ($140.00) for round-trip transports in which the District orders for procedures normally provided by the District, but which for some reason District cannot perform at the time of transport request, or in cases in which District fails to provide necessary documentation as described above, as well as transports provided to another healthcare facility for treatment that require return transport within twenty-four (24) hours.

4.1.2 Once the entire deposit has been credited to District as described in Section 4.2, Company shall provide a monthly invoice detailing services provided during the previous month. Payment in full will be due within thirty (30) days of the date of the invoice.

4.2 Deposit. District has submitted a deposit of Eighteen Thousand Dollars and no cents ($18,000.00) to Company to be credited toward the fees for round-trip transports under this Agreement. As of August 31, 2012, the District's balance reflects a credit of Thirteen Thousand Six Hundred Sixty Dollars and no cents ($13,660.00). The District shall not be obligated to submit any additional deposits to Company.

ARTICLE V
Standard of Service

5.1 Company shall stay committed to exemplify courteous and complete patient services. All personnel of Company shall abide by our standard set within District's policy to present themselves in a neat and professional manor at all times, (such as uniforms, grooming, hygiene and conduct).

5.2 Company shall provide transportation services in accordance with generally accepted medical practices in effect at the time of service in area of coverage. Company shall staff each ambulance providing services to District with a minimum of two State of Texas certified or licensed Emergency Medical Personnel.

5.3 Company agrees that all personnel including subcontractors shall follow Company standard employment policies and procedures to verify that all personnel meet applicable licensing requirements. Company shall maintain direct responsibility as an employer for payment of wages and other compensation and for any applicable mandatory withholdings and contributions including but not limited to federal, state and local income taxes and social security taxes.

ARTICLE VI
Term, Termination and Default

6.1 This Agreement shall begin on the Effective Date and shall continue in full force and be effective for a period of twelve (12) months, after which time it shall be automatically renew for a term of twelve (12) months, unless either party provides written notice of cancellation prior to any renewal date.

6.2 This Agreement may be terminated at any time with or without cause, by providing at least sixty (60) days advance written notice of the termination date to the other party. The date of termination shall occur sixty (60) calendar days from the date in which notice of termination is received.

6.3 Upon the Effective Date of any termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease except with respect to rights and obligations, which have accrued or expressly survive termination, which obligations shall include the requirements to maintain insurance, for Company to return the balance of the deposit, if any, to District, and indemnification as well as the confidentiality of medical and non-medical records hereunder.

ARTICLE VII
Licenses

7.1 Company and its employees, agents and independent contractors shall maintain all licenses to provide transportation services. Company shall provide proof of such licenses as and when requested by District. Company shall notify District of any loss of its license.

7.2 Company shall engage only Texas-certified ECA-Basics, EMT-Basics, EMT-Intermediates and EMT-Paramedics aboard its ambulances when providing services for District.

7.3 Company shall show proof of all such licenses if requested by District.

ARTICLE VIII
Insurance and Indemnification

8.1 Clinical Services. Each Party shall be solely responsible for its own acts, omissions and/or negligence in the provision of medical or health care services to patients.

8.2 Indemnification.

8.2.1 Company shall indemnify, protect, defend, and hold harmless District and District's agents, officers, directors, trustees, representatives, employees and assigns (each a "District Party") from and against any and all claims, demands, suits and causes of action and any and all liabilities, costs, damages, expenses, and judgments incurred in connection therewith (including but not limited to malpractice judgments, reasonable attorneys' fees and court costs) (collectively, "Claims", and each individually, a "Claim"), whether arising in equity, at common law, by statute, or under the law of contracts, torts (including, without limitation, negligence, sole

negligence, joint negligence, concurrent negligence, active negligence, passive negligence, gross negligence, willful misconduct, malice and strict liability without regard to fault) or property, and arising in favor of or brought by any person, based upon, in connection with, relating to, or arising out of, or alleged to be based upon, be in connection with, relate to, or arise out of (1) any breach or violation by Company of any representation, warranty or covenant made by Company and set forth in Agreement, or (2) the performance of services by Company or any Company employee, agent or independent contractor under or in connection with this Agreement.

8.3 Insurance.

8.3.1 Company represents and warrants that it has or will obtain prior to the Effective Date, and during the Term shall maintain in full force and effect, professional liability insurance issued by an insurer acceptable to District covering Company and all Company personnel providing services on behalf of District against all claims arising out of the performance of services under this Agreement. Insurance shall be in amounts of coverage not less than Two Hundred Thousand and No/100 Dollars ($200,000.00) per occurrence and One Million and No/100 Dollars ($1,000,000.00) in the annual aggregate. All professional liability policies shall show District as an additional insured, and shall provide that such policies may not be rescinded or canceled without advance written notice to District.

8.3.2 If the insurance coverage is on a claims-made basis and Company ceases to maintain this liability coverage or changes insurance carriers, Company shall obtain from an insurance carrier acceptable to District an unlimited reporting endorsement or extended coverage policy ("tail") in the amount of the prior policy covering all acts or occurrences during the Term as to which claims may still be asserted.

8.3.4 On or before the Effective Date, Company shall promptly deliver to District certificates of insurance evidencing all coverage required pursuant to this Agreement. In addition, within ninety (90) days after the close of each fiscal year, and at any time upon the reasonable request of District, Company shall promptly deliver to District certificates of insurance evidencing coverage which complies with this Article VIII.

8.4 Company shall maintain commercial auto liability insurance for its service as required by the state of Texas for the duration of this contract. Company shall provide proof of insurance to District upon request.

ARTICLE IX
Medical Records; Access; Confidentiality; Property of Records

9.1 District and Company agree that they are "Covered Entities" and are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164) (the "Rule"). As Covered Entities, District and Company generate and store Protected Health Information ("PHI"), in connection with services that each provides.

9.2 Each District and Company agree that they shall provide such PHI as is permitted and/or required to provide the services contemplated hereunder ("Permitted Uses and Disclosures"). Each is prohibited from any use or disclosure beyond the Permitted Uses and Disclosures without written permission of an officer of the other. Each is further specifically prohibited from any use or disclosure of the PHI that would violate the requirements of the Rule, if done by the Covered Entity.

9.3 To the extent required by Section 1861(v)(i)(1) of the Social Security Act, as amended, and by valid regulation which is directly applicable to that section, Company agrees to make available upon valid written request from the Secretary of HHS, the Comptroller General, or any other duly authorized representatives, this Agreement and the books and records of Company to the extent that such books, documents and records are necessary to certify the nature and extent of Company costs for services provided by Company. Such books, documents and records shall be preserved and available for four (4) years after the furnishing of services by Company (its officers, shareholders or employees).

9.4 This paragraph is intended to assure compliance with Section 1861 of the Social Security Act, as amended, and regulations directly pertinent to the Act. The obligations of Company under this paragraph are strictly limited to compliance with those provisions and shall be given effect only to the extent necessary to insure compliance with those provisions. In the event that the requirements of those provisions are reduced or eliminated, the obligations of the parties under this paragraph shall likewise be reduced or eliminated.

9.5 District and Company further agree, in addition to the foregoing, that clinical records shall be regarded as confidential and both parties shall comply with all applicable federal, state and local laws and regulations (including the Rule) regarding such records. Company agrees to cooperate with District to facilitate the information and record exchange necessary for utilization management, peer review and other programs required for District's operation.

9.6 Company shall provide District with reasonable access to District's patients clinical and medical records during regular business hours for the period required by applicable law and at any time thereafter that such access is reasonably required in connection with a patient's health care. Furthermore, each party shall be responsible for obtaining a patient consent to the release of medical record information.

9.7 All Company business, medical and other records and all information generated by Company shall remain the sole property of Company. District shall not duplicate or permit the duplication of or release of any portion of such information except as expressly permitted by Company.

ARTICLE X
Non-Medical Information

10.1 Company agrees to furnish a list of all Company employees and any applicable certifications to District upon request.

10.2 Each Company driver shall provide a copy of his or her drivers' license to District for inspection on request.

ARTICLE XI
Disaster; Natural or Otherwise

11.1 Company shall, in the event of a disaster, present every effort, to assist, and\or provide transportation to District if an evacuation is needed for all residents, ambulatory or bed-confined in the following manner:

a. Provide equipment and manpower dependant upon the availability;

b. Transportation for bed-confined patients via ambulance to designated shelter;

c. Transportation for ambulatory patients via any means available to designated shelter; and

d. Communicate with incident command, be it state or local authorities.

ARTICLE XII
Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the entire understanding of the Parties hereto and supersedes any and all written or oral agreements, representation or understandings, including, but not limited to, that certain Ambulance Services Agreement effective May 24, 2012 by and between the parties. Any oral representation or modifications, discharges, amendments or alterations to this Agreement shall not be effective unless signed by both Parties. Furthermore, neither this Agreement nor any modifications, discharges, amendments or alterations thereof shall be considered executed by or binding upon Company until signed by an officer of Company.

12.2 Amendment. No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both parties. The parties agree that they shall not seek any oral amendment of this Agreement.

12.3 No Assignment. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of each party. Neither party shall assign their rights nor obligations under this Agreement without the prior written approval of the other party, except that a party may assign this Agreement to any person or entity that acquires substantially all of that party's business.

12.4 Legal Construction. In the event that anyone 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 and the Agreement shall be construed as if such invalid or unenforceable provision had never been contained in it.

12.5 Waiver of Breach. The failure of any party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition, and the obligations of such party with respect thereto shall continue in full force and effect.

12.6 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war accidents, fires, explosions, earthquakes, floods, unexpected failure of regularly maintained machinery or supplies, vandalism, labor strikes, or any similar or dissimilar cause beyond the reasonable control of either party.

12.7 Relationship of Parties. No employment relationship is created by this Agreement. The relationship between District and Company is purely contractual and not District nor Company nor their respective subcontractors, employees, servants, agent or representatives shall be considered the employee, servant, agent or representative of the other. Neither part shall be considered as; the agent of the other party for any purposes whatsoever. As independent contracting Parties, District and Company maintain separate and independent management and each has full, unrestricted authority and responsibility regarding its own organization and structure.

12.8 Reformation. It is understood that any provision of this Agreement which is in violation of any State or Federal law(s) or regulation(s) shall be null and void, and any such provision shall be renegotiated by the Parties or deemed stricken from this agreement or deemed amended to conform to the law or regulation pursuant to the terms of this Agreement. The invalidity or non-enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions.

12.9 Notices. Unless otherwise specified herein, any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail addressed as follows or at such other address as either party may from time to time notify the other in writing:

DISTRICT:	**COMPANY:**
Concho County Hospital District	Eden EMS, Inc.
P.O. Box 987	P.O. Box 268
Eden, Texas 76837	Eden, Texas 76837
Attn: Chief Executive Officer	Attn: Executive Director

12.10 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as part of the Agreement.

12.11 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas excluding the choice of law provisions thereof.

12.12 Intent. Notwithstanding any unanticipated effect of any of the provisions herein, no party intends to violate the Medicare and Medicaid fraud and abuse or anti-kickback provisions (including 42 U.S.C. §§ 1395nn and 1396 and 42 U.S.C. § 1320a-7b); the Texas illegal remuneration statute, TEXAS OCCUPATIONS CODE, §§ 102.001-102.011; the Texas Medical Practice Act, TEXAS OCCUPATIONS CODE, Title 3, Subtitle B; or the Texas Civil Medicaid Fraud Act, TEXAS HUMAN RESOURCES CODE, Chapter 36.

12.13 Surviving Terms. Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement, including but not limited to indemnities, confidentiality, settlement of accounts and records retention and access, shall survive any termination or expiration of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned District and Company hereto execute this Agreement effective on the Effective Date.

DISTRICT:
Concho County Hospital District

By: _____
Dudley White, CEO

Date: September 28, 2012

COMPANY:
Eden EMS, Inc.

By: _____
Tommy Wright, President

Date: September 28, 2012

ADDENDUM
TO
AMBULANCE SERVICES AGREEMENT

This Addendum is made by and between Eden EMS, Inc., a Texas non-profit corporation ("Company") and Concho County Hospital District ("District"), a general acute care hospital located in Eden, Texas (each, a "Party"; collectively, the "Parties") to that certain Ambulance Services Agreement as it has been executed by the Parties (the "Agreement"). To the extent any term or condition of the Agreement is inconsistent with any term or condition of this Addendum, the term or condition of this Addendum shall govern.

RECITALS:

WHEREAS, District and Company entered into an Ambulance Services Agreement wherein Company provides exclusive ground ambulance transportation services for the District;

WHEREAS, pursuant to the terms of the Agreement, District submitted a deposit of Eighteen Thousand Dollars and no cents ($18,000.00) to Company to be credited toward the fees for round-trip transports under this Agreement. As of September 30, 2012, the District's balance reflected a credit of Eleven Thousand Eight Hundred Forty Dollars and no cents ($11,840.00).

WHEREAS, pursuant to Section 1016.109 of the TEXAS SPECIAL DISTRICT AND LOCAL LAW CODE, the District may accept for a gift to be administered for the purposes and under the directions, limitations, or other provisions prescribed in writing by the donor that are not inconsistent with the proper management and objectives of the District;

WHEREAS, District received a gift from the Kickapoo Springs Foundation in the amount of $15,000 which is to be used to support Company and the Eden community;

WHEREAS, Support of ambulance services in the Eden community is consistent with the objectives of the District; and

WHEREAS, the parties desire to amend the Agreement to set forth the terms and conditions regarding how the gift will be used to benefit Company and the Eden community.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the parties agree as follows:

THE AGREEMENT IS AMENDED AND MODIFIED AS FOLLOWS:

4.3 Create new § 4.3 to read:

"4.3 District received a gift from the Kickapoo Springs Foundation in the amount of Fifteen Thousand Dollars and no cents ($15,000) which is to be used to support Company and the Eden community. District and Company agree that District shall keep Eleven Thousand Eight Hundred Forty Dollars and no cents ($11,840.00) of the gift to reimburse the District in full for the balance of the District's deposit made with Company, which would have otherwise been owed by Company to District. District shall transfer the

remaining balance of the gift, totaling Three Thousand One Hundred Sixty Dollars and no cents ($3,100) to Company. The funds shall be used exclusively to support Company and the Eden community. The funds may be used by Company for any or all of the following:

(a) Replace or refurbish 3-lead cardiac monitor(s);

(b) Replace or refurbish 12-lead cardiac monitor(s);

(c) Repair or replace the emergency light bar on the ambulance(s); and/or

(d) Purchase new tires for the ambulance(s)."

THIS ADDENDUM IS HEREBY ADOPTED BY THE PARTIES AS OF THE _____ DAY OF OCTOBER, 2012.

DISTRICT:
Concho County Hospital District

By: _____
Dudley White, CEO

Date: October 23, 2012

COMPANY:
Eden EMS, Inc.

By: _____
Tommy Wright, President

Date: October 23, 2012

SERVICES

SERVICE ORGANIZATION OF CONCHO VALLEY
EMT/P STAFFING AGREEMENT

This Agreement is made this 1st day of October, 2012, in Eden, Texas between Service Organization of Concho Valley ("SOCV") and Eden EMS, Inc. (" EDEN") for the purpose of establishing a working agreement for EDEN to provide certified and licensed emergency medical technicians for the transport of patients at Concho County Hospital District.

ARTICLE I
Recitals

1.1 *Hospital.* Concho County Hospital District is the owner and operator of the Concho County Hospital located in Eden, Concho County, Texas ("Hospital") and desires to utilize the services of a certified emergency medical and transportation technicians who are certified or licensed by the Texas Department of State Health Services.

1.2 *EDEN.* EDEN is a provider who screens, schedules and employs duly qualified certified emergency medical technicians ("EMT/P") who meet the following requirements:

1.2.1 Certified by the National Registry of Emergency Medical Technicians as a certified emergency medical technician; and

1.2.2 Licensed by the Texas Department of State Health Services as an emergency medical technician to provide services as are within the scope of his or her training and experience.

1.3 *SOCV.* SOCV desires to assist the Hospital meet its need for emergency medical and transportation services by contracting with EDEN to provide such services for the benefit of the members of the Concho County community who require such emergency services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows.

ARTICLE II
Term

2.1 The term of this Agreement shall commence on October 1, 2012, and shall continue in full force and effect for twelve (12) months unless terminated earlier in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one (1) year periods upon its normal expiration, unless terminated in accordance with the provisions herein.

ARTICLE III
EDEN Obligations

3.1 *Duties.* Eden EMS will provide EMT/P to cover 24 hours a day, 7 days a week at Hospital. EMT/P shall perform all duties to provide for the care of patients, including but not limited to:

3.1.1 staff ambulance vehicles of EDEN as scheduled;

3.1.2 basic life support;

3.1.3 advanced life support;

3.1.4 transportation services in accordance with generally accepted medical practices in effect at the time of service in area of coverage; and

3.1.5 such other duties as may be required of the EMT/P.

3.2 *Proper Identification.* EMT/P will at all times when performing services have a name tag that clearly identifies the EMT/P's status as an emergency medical technician and will clearly identify himself/herself to patients as such. EMT/P will not represent that EMT/P is an employee or agent of Hospital.

3.3 *Hospital Regulations.* EMT/P shall remain at all times credentialed by Hospital to perform EMT/P's duties under this Agreement and shall comply with all applicable regulations and requirements of Hospital and its medical staff bylaws, rules and regulations during the term of this Agreement.

3.4 *Quality Assurance and Quality Improvement.* EMT/P will participate in Quality Assurance and Quality Improvement activities of Hospital, as requested.

ARTICLE IV
SOCV's Obligations

4.1 *Compensation.* For services rendered on behalf of Hospital, SOCV shall pay EDEN One Thousand, Fifty Dollars and No/100 Dollars ($1,050.00) per week for 24-hours, 7-days a week on-call transport, for a total maximum annual payment of Fifty-Four Thousand, Six Hundred and No/100 Dollars ($54,600.00).

4.2 *Supplies.* SOCV shall request that Hospital provide, in its sole discretion, medical supplies, equipment and inventory appropriate to assist EMT/P in the execution of EMT/P's responsibilities under this Agreement.

ARTICLE V
Malpractice Insurance

6.1 *Malpractice Insurance.* For each EMT/P, EDEN shall maintain professional malpractice liability coverage insurance in an amount not less than $200,000 per person and $600,000 aggregate or in an amount that may change as determined by the Board of Directors of Hospital from time to time. EDEN shall provide SOCV and Hospital documentation of such coverage.

ARTICLE VI
Independent Contractor

6.1 *Independent Contractor.* It is the intent of the parties to this Agreement that EMT/P shall not be deemed to be employees of SOCV or Hospital for any purpose whatsoever and EMT/P shall not be eligible to participate in any benefit program provided by SOCV or Hospital for their respective employees. EDEN shall be exclusively responsible for the payment of EMT/P's taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and Social Security obligations, and licensing fees, and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. EDEN shall hold SOCV and Hospital harmless against any and all claims arising from the failure of EDEN to pay or file withholding taxes, contributions, and documents and returns.

ARTICLE VII
Termination

7.1 *Mutual Agreement.* This Agreement may be terminated at any time by mutual agreement of the parties.

7.2 *No Cause Termination.* This Agreement may be terminated without cause by either party upon thirty (30) days' prior written notice to the non-terminating party.

7.3 *For Cause Termination by SOCV.* This Agreement may be terminated by SOCV, effective immediately, for cause upon the occurrence of any one of the following:

7.3.1 EMT/P fails to maintain certification and/or licensure as an emergency medical technician in the State of Texas.

7.3.2 EDEN fails to comply with the covenants, obligations, terms and conditions of this Agreement.

7.3.3 EDEN breaches or habitually neglects duties required under the terms of this Agreement. The breach and neglect of duties and responsibilities of EMT/P shall include but not be limited to:

(a) Any conduct that may endanger the lives of patients;

(b) The professional failure to practice in an acceptable manner or the inability to practice with reasonable safety to patients; and/or

(c) Delegating professional responsibility to a person an EMT/P knows or has reason to know is not qualified by training or experience or is not licensed to perform that duty or responsibility.

7.4 *Automatic Termination.* This Agreement shall be automatically terminated if an EMT/P ceases at any time to meet the qualifications in Section 1.2 herein.

7.5 *SOCV Termination Due to Lack of Funding.* In the event SOCV determines in its sole discretion that sufficient funds are not available for the continuation of payments for services for the remaining Term or any Renewal Term of this Agreement, then SOCV shall have the right to terminate this Agreement without penalty, provided SOCV delivers written notice to EDEN of not less than ninety (90) days prior to the identified date of funding termination. SOCV shall have no further payment obligation beyond the identified date of funding termination, except for payment of services provided prior to the date of funding termination.

ARTICLE VIII
Miscellaneous

8.1 *Notices.* Unless otherwise specified herein, any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail addressed as follows or at such other address as either party may from time to time notify the other in writing:

TO SOCV:
Service Organization of Concho Valley
Attention: Brandon Durbin
2950 50th Street
Lubbock, TX 79413

WITH A COPY TO HOSPITAL:
Concho County Hospital
Attention: CEO
P.O. Box 987
Eden, TX 76837

TO EDEN:
Eden EMS, Inc.
P.O. Box 268
Eden, TX 76837-0268

8.2 *Governing Law.* This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas and is performable in Concho County, Texas.

8.3 *Paragraph Headings.* The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as part of the Agreement.

8.4 *Legal Construction.* In case any one or more of the previous 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 invalidity or unenforceable provision has never been contained herein.

8.5 *Entirety of this Agreement.* Except as provided herein, this Agreement supersedes all other agreements, either oral or in writing, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, that are not embodied in this Agreement and, except as provided herein, that no other agreement, statement, or promise shall be valid or binding. This Agreement may be amended only by mutual agreement reduced to writing and signed by both parties.

The parties hereby execute this Agreement effective the day and year first above written.

SERVICE ORGANIZATION OF CONCHO VALLEY

By: _____
President

EDEN EMS, INC.

By: Tommy J. Wright Jr. President CEO

ASSIGNMENT AND ASSUMPTION OF EMT/P STAFFING AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF CONTRACT AGREEMENT ("Assignment") is effective November 1, 2017 ("Effective Date"), by and between Service Organization of the Concho Valley, a Texas corporation ("Assignor"), Eden EMS ("EDEN") and Concho County Hospital District ("Assignee"), all of Assignor's rights, title, and interest under the contracts between Assignor and third parties as identified in Exhibit A (the "Subject Contracts") attached hereto. This Assignment shall become valid and enforceable upon the Effective Date of November 1, 2017.

RECITALS

WHEREAS, Assignor entered into the Personal Services and Management Contract with EDEN effective October 1, 2012 ("Assigned Agreement");

WHEREAS, Assignor wishes to assign the Assigned Agreement to Assignee, and Assignee wishes to accept the assignment of the Assigned Agreement, as of the Effective Date; and

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WHEREAS, EDEN wishes to consent to the assignment of the Assigned Agreement from Assignor to Assignee;

NOW THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Assignor, Assignee, and EDEN agree as follows:

1. **Assignment**. Assignor hereby assigns, grants, and conveys, without limitation, to Assignee all of Assignor's right, title, and interest in and to the Assigned Agreement on and after the Effective Date of this Assignment.

2. **Assumption**. Assignee hereby assumes, and agrees to perform and keep all promises, covenants, conditions, obligations, and agreements of Assignor under the Assigned Agreement, but only to the extent that these promises, covenants, conditions, obligations, and agreements accrue on and after the Effective Date of this Assignment. Assignor shall be and is hereby relieved of any obligation under the Assigned Agreement accruing on or after the Effective Date; provided, however, this Assignment shall not release or discharge Assignor whatsoever from their obligations under the Assigned Agreement incurred prior to the Effective Date.

3. **Representations of Assignor**. Assignor hereby represents, warrants and certifies to Assignee the following:

(i) That the Assigned Agreement is in full force and effect;

(ii) Exhibit A attached hereto is a complete and accurate copy of the Assigned Agreement, including all exhibits and amendments thereto, and there have been no further amendments thereto;

(iii) Neither Assignor nor EDEN is in default under the Assigned Agreement.

4. **Consent to Assignment. Release of Assignor**. EDEN hereby consents to the assignment of the Assigned Agreement by Assignor to Assignee and as of the Effective Date of this Assignment releases Assignor as a party to the Assigned Agreement. The parties agree that any references to "SOCV" in the Assigned Agreement shall be interpreted to mean Assignee beginning on the Effective Date of this Assignment. This consent does not release Assignor of Assignor's obligations under the Agreement that accrued on and before the Effective Date of this Assignment.

5. **Notices.** Assignee and EDEN agree that, pursuant to the Assigned Agreement, any notice, demand, or communication intended for the Assignee shall be sent to:

Concho County Hospital District
Attn: CEO
614 Eaker Street
Eden, TX 76837

6. **Successors and Assigns**. This Assignment shall be binding upon und inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Miscellaneous**. This Assignment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Assignment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. Capitalized terms not otherwise defined herein shall retain the meanings ascribed to such terms in the Agreement.

SIGNATURE PAGE IMMEDIATELY FOLLOWS:

IN WITNESS THEREOF the parties have executed this Assignment of the effective the Effective Date.

Assignor:
SERVICE ORGANIZATION OF THE CONCHO VALLEY

By: _____
Staci Wetz, President

Date: _____

Assignee:
CONCHO COUNTY HOSPITAL DISTRICT

By: Brian Lady
Title: CEO
Printed Name: Brian Lady
Date: 12/19/17

EDEN **EMS, INC.**

By: _____
~~Timothy~~ Tommy J. Wright, Jr., President/CEO

Date : 12-27-17

EXHIBIT A

1. EMT/P Staffing Agreement for the Provision of Emergency Medical Services, made by and between the Eden EMS and Service Organization of the Concho Valley effective October 1, 2012.

   Assisting Concho County Hospital District in its efforts to provide residents with efficient and effective public health services