

RESTATED INTERLOCAL COOPERATIVE AGREEMENT

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791 of the Tex. Government Code that this jurisdiction (hereinafter, "this Jurisdiction") may jointly exercise with other local governments the power to provide governmental services for the public health and welfare, and such services include Ambulance Services; and

WHEREAS, it is in the best interests of the public health and welfare of the people of this Jurisdiction to have available to them a regulated prehospital emergency medical services and medical transportation system which can provide quality clinical care with performance measures and standards, with the goal of facilitating the best possible outcomes for each patient;

WHEREAS, through the adoption of a Uniform EMS Ordinance and Interlocal Cooperative Agreement between local governments ("Member Jurisdictions"), the Area Metropolitan Ambulance Authority (the "Authority") was created in 1988 as a governmental administrative agency to administer and operate a prehospital emergency medical services and medical transportation system in a service area comprised of the Member Jurisdictions ("Service Area"); and

WHEREAS, due to the relatively low population and low population density of some portions of the Service Area and the extremely high, start-up and fixed operating costs of a state-of-the-art prehospital emergency medical services and medical transportation system, it is necessary to designate a single provider of emergency and nonemergency ambulance transportation within this Jurisdiction in order to maximize clinical proficiency, enhance operational effectiveness, and maximize economies of scale for providing such services; and

WHEREAS, it is the desire of this Jurisdiction and the other Member Jurisdictions to amend and restate the Restated Interlocal Cooperative Agreement in its entirety as set forth herein and to change the name of the Authority to the "Metropolitan Area EMS Authority";

WHEREAS, establishing a multi-jurisdictional first responder advisory board will facilitate coordination and communication between first responder agencies in the service area, the Emergency Physicians Advisory Board and the Board of Directors of the Authority;

WHEREAS, it is in the best interests of the public health and welfare of the people of this Jurisdiction to have available to them a mobile integrated healthcare program operated by the Authority;

THEREFORE, be it resolved that this Jurisdiction, which has joined with the other Member Jurisdictions to adopt this Restated Interlocal Cooperative Agreement (the "Agreement"), agrees as follows:

ARTICLE I. MEMBERSHIP/CONTINUATION

1.1 This Jurisdiction has elected to continue to be a member of the Authority by the adoption of this Agreement and the concurrent adoption of the Uniform EMS Ordinance (which is attached hereto as

Exhibit A and incorporated herein by reference). Capitalized terms used in this Agreement shall have the same meaning as used in the Uniform EMS Ordinance unless otherwise defined. Other terms are defined in this Agreement as follows:

1.1.1 **EMS Base Station Physician.** A physician licensed to practice medicine in the State of Texas and knowledgeable in the emergency medical protocols, emergency medical service radio procedures and general operating policies of the prehospital emergency medical services and Medical Transportation system, from whom system personnel may take medical direction by radio or other remote communications device.

1.1.2 **Medical Protocol.** Any diagnosis-specific or problem-oriented written statement of standard procedure, or algorithm, promulgated by the Medical Director as the standard of care and course of treatment for a given clinical condition.

1.1.3 **Mobile Integrated Healthcare Provider (MIH Provider).** A person who has additional training in physiology, disease processes, injury and illness prevention, and medical system navigation; and who focuses on providing out-of-hospital services to clients who may benefit from effective management of out of hospital care (including without limitation the elderly, underserved, and chronic condition-patient populations); by providing primary care under the direction of a physician or by acting as the enrolled client's advocate to connect them to a variety of beneficial social and medical services outside the emergency department or hospital.

1.2 The existence of the Authority is perpetual unless and until all Member Jurisdictions withdraw. The withdrawal of less than all the Member Jurisdictions shall not cause the dissolution of the Authority.

1.3 The name of the Authority is hereby changed to the "Metropolitan Area EMS Authority."

1.4 A Member Jurisdiction may withdraw, for any reason, on (i) the renewal or termination date of a contract for Ambulance Service if a competitively selected contractor is the provider of Ambulance Services, or (ii) the last day of the fiscal year of the Authority, if the Authority is the operator of the Ambulance Service. Notice of such intention to withdraw shall not be effective unless given in writing to the Authority and to each Member Jurisdiction not less than twelve months before the proposed effective date of withdrawal.

1.5 To ensure the continuation of the Authority's services to other Member Jurisdictions, any Member Jurisdiction that withdraws from the Authority pursuant to Section 1.4 above forfeits all rights, title, interest or claim to any asset or combination of assets of the Authority except as specifically provided in Section 4.4 below.

ARTICLE II. BOARD OF DIRECTORS

2.1 The Authority shall be administered by a Board of Directors which shall provide overall direction with respect to all matters within the scope of this Agreement.

2.2 The Authority's Board shall be composed of six voting members and four non-voting *ex-officio* members, subject to Sections 2.4.4 and 2.5 below.

2.3 Voting members of the Board are required to have knowledge or experience in healthcare, finance or accounting, business administration, or law, and to have been a resident of the Service Area for at least three years and currently reside in a Member Jurisdiction.

2.4 The Board shall be constituted as follows:

2.4.1 The City of Fort Worth shall appoint four directors, at least one of whom shall be a physician who will also serve as the Authority's representative to EPAB. The four directors shall serve at the pleasure of the City of Fort Worth and may be replaced by the City of Fort Worth at any time, with or without cause.

2.4.2 One director shall be elected by the combined vote of the other Member Jurisdictions as follows:

- (a) Whenever the term of a director is expiring or open, each Member Jurisdiction other than Fort Worth shall be entitled to nominate one candidate for the available position. The candidates nominated by the Member Jurisdictions shall be named on the "Candidates List."
- (b) The Candidates List shall be submitted to the governing body of each Member Jurisdiction, with the exception of Fort Worth.
- (c) Each Member Jurisdiction other than Fort Worth shall cast all of its votes for one (1) of the eligible candidates on the Candidates List. Each Member Jurisdiction shall be entitled to the number of votes which corresponds to the number of residents residing in that Member Jurisdiction, based on then-current population estimates reported by the North Central Texas Council of Governments.
- (d) The candidate for the available position receiving the most votes shall be certified by Chair of the Board as the winner of the election to that seat.

2.4.3 The Emergency Physicians Advisory Board ("EPAB") shall designate a member of EPAB's Executive Committee to serve as a voting director.

2.4.4 The Chief Executive Officer of the Authority, the Medical Director, and two representatives of the Member Jurisdiction's First Responders selected in accordance with the

Authority's bylaws, shall all be *ex-officio* members of the Board, without voting rights. The Board may add other non-voting members as it deems appropriate. Non-voting members of the Board shall not be counted for purposes of determining a quorum.

2.5 The Board may add additional voting directors to provide additional representation of new Member Jurisdictions by unanimous vote and may provide the mechanism for electing or appointing the additional voting directors in the Authority's bylaws; provided that the addition of any new director must maintain proportional representation among the Member Jurisdictions in accordance with their populations (based on the then-current population estimates reported by the North Central Texas Council of Governments). Any other changes to the number of voting members of the Board must be unanimously approved by the Member Jurisdictions.

2.6 Non-voting members of the Board do not have a fixed term. The terms of office of all voting members of the Board shall be three years, except for the representative of EPAB, whose term will be determined by EPAB. No other voting member of the Board shall be appointed for or elected to more than two consecutive terms in office. No later than sixty days prior to the expiration of the three year term of a Board member appointed or elected by a Member Jurisdiction, the Authority will send written notice to the Member Jurisdiction(s) of the expiration of such Board member's term with a request that the Member Jurisdiction(s) either re-appoint the existing director for a second term or appoint a new director for the next three year term.

2.7 No member of the Board shall have any interest, financial or otherwise, either directly or indirectly, in any firm or organization which is a bidder for a competitively awarded contract with the Authority or in any firm or organization which contracts to provide Ambulance Service or other goods and service to the Authority.

2.8 Any voting member of the Board who fails to attend any three consecutive, regularly scheduled Board meetings or who fails to attend at least six regularly scheduled meetings in any twelve month period without good cause may be removed from the Board at the request of a majority of their appointing jurisdiction(s) and their position will be filled for the remainder of their term as provided in by Section 2.4 above.

ARTICLE III. NEW MEMBERS

3.1 Requirements for a new member ("New Member") to join the Authority shall be as follows:

3.1.1 The New Member must be a "Local Government" (as such term is defined in Chapter 791 of Tex. Government Code).

3.1.2 The New Member must be approved by the Board of the Authority. The Board shall set the terms and conditions of the New Member's admission based on the services required by the

New Member and the fiscal and operational impact that providing such services would have on the Authority.

3.1.3 The New Member shall concurrently adopt this Agreement and the Uniform EMS Ordinance (attached hereto as Exhibit A) and select a pricing option from the Uniform Schedule of Pricing Options (attached hereto as Exhibit B).

ARTICLE IV. RESPONSIBILITIES OF MEMBERS

4.1 Each Member Jurisdiction agrees to the following as a condition of membership in the Authority:

4.1.1 To adopt and enforce the Uniform EMS Ordinance;

4.1.2 To establish, operate, and fund a First Responder program in support of the Uniform EMS Ordinance, which may be an Emergency Care Attendant program approved by the Authority.

4.1.3 To abide by the Medical Protocols and credentialing requirements for First Responders established by EPAB through the Office of the Medical Director (“OMD”).

4.1.4 Payment: No later than June 30th of each year, the Member Jurisdiction shall select one of the Authority’s Uniform Schedule of Pricing Options to be effective as of October 1st of that year for the Member. Upon selection of a pricing option, the Member Jurisdiction will pay any annual offset fee to the Authority for each fiscal year in twelve equal monthly payments (the “Pricing Offset Payments”). Pricing Offset Payments shall be due no later than the last day of each month, commencing with the first month of the fiscal year.

4.1.5 Support Infrastructure: Each Member Jurisdiction agrees to provide a mechanism for transferring 911 calls requesting medical assistance from the Member’s 911 center to the Authority’s designated EMS Communications Center and shall transfer 911 callers in accordance with system performance standards adopted by the Authority.

4.2 This Jurisdiction accepts no financial responsibility or commitment in exchange for its membership in the Authority except for the cost of furnishing a mechanism for transferring 911 callers requesting medical assistance from the Jurisdiction’s 911 communications center to Authority’s designated EMS Communications Center, and except as provided in Subsection 4.1.4. Any decision by the Authority affecting the financial obligations of a Member Jurisdiction, contingent or otherwise, shall be subject to prior approval by the governing body of the affected Member. In no event shall this Agreement be construed to mandate the appropriation of specific funds by any Member Jurisdiction beyond the Member’s next fiscal year without the annual approval of the Member’s governing body.

4.3 A Member Jurisdiction is in default if it fails to substantially comply with any of its obligations under this Agreement and such failure continues for a period of six months without an ongoing good faith attempt to cure the default after it receives written notice of such failure from the Board of the Authority.

If a Member Jurisdiction is in default under this Agreement, the Board may terminate that Member Jurisdiction's membership in the Authority and any services provided to that Member Jurisdiction by the Authority shall cease. In such event, the removed Member Jurisdiction forfeits any financial or other interest in the Authority.

4.4 In the event of repeated and chronic failure of the Authority to provide adequate Ambulance Service (whether directly or by contract) within a Member Jurisdiction, and after written notice to the Authority and reasonable opportunity to correct such deficiencies, that Member Jurisdiction may withdraw from the Authority, subject to the following terms:

4.4.1 The Member Jurisdiction must give written notice to the Authority that it intends to invoke this Section of this Agreement;

4.4.2 Upon a continued failure for the following three consecutive full calendar months, or four of the following six full calendar months, after receipt by the Authority of the written notice described above, the Member Jurisdiction may withdraw by giving written notice to the Authority, such notice to be effective ten days after receipt by the Authority.

4.4.3 Upon the effective date of the withdrawal, the Authority shall cease being the exclusive provider of Ambulance Service in the withdrawing Member Jurisdiction and the Authority shall remit to the withdrawing Member Jurisdiction its pro rata share of the Authority's Net Worth, as defined in Subsection 4.4.4 below. In the event that more than one Member Jurisdiction gives notice of its intent to withdraw under this Section 4.4 during a three month notice period and there are not sufficient cash reserves to remit the share of "Net Worth" of each withdrawing Member Jurisdiction in full, the available funds will be distributed pro rata to the withdrawing Member Jurisdictions. Notwithstanding the forgoing, any Member Jurisdiction who is admitted after the date of this Agreement and who does not pay to the Authority an initial fee for start-up of services, shall not be entitled to Net Worth distributions as provided in Subsection 4.4.4 or to any other distribution of the assets of the Authority under any circumstances.

4.4.4 Net Worth shall be defined as the cash or cash equivalents of the Authority, exclusive of funds specifically allocated for operations or debt service, or budgeted for capital improvements by the Board, and exclusive of the amount of prudent operating reserves required under Subsection 5.5.2 below. Each Member Jurisdiction's pro-rata share of the Net Worth shall be calculated at least once every fiscal year based upon the current population estimate of each Member Jurisdiction compared to the total population of all Member Jurisdictions (as reported by the North Central Texas Council of Governments).

ARTICLE V: POWERS AND DUTIES OF AUTHORITY

5.1 To ensure delivery of quality Ambulance Service and prehospital emergency medical services, the Board shall determine whether the Authority shall directly provide Ambulance Service or engage a

contractor to provide Ambulance Service or any part thereof by way of a request for proposals. The provider of Ambulance Service, be it the Authority or the Authority's private contractor, shall be required to provide all such service in each Member Jurisdiction, except for those services exempted in Section 7 of the Uniform EMS Ordinance adopted concurrently herewith.

5.2 Whether the Authority is providing Ambulance Service directly or through a contractor, the Authority shall:

5.2.1 Set system performance standards for the Service Area and, if a competitively selected contractor is the operator of the Ambulance Service, enforce compliance therewith through contractually imposed financial penalties.

5.2.2 Provide each Member Jurisdiction with emergency and non-emergency Advanced Life Support and Basic Life Support Ambulance Service; such service to comply with all applicable laws, rules and regulations, and with the clinical standards and credentialing requirements that EPAB may from time to time promulgate through the Office of the Medical Director.

5.2.3 Fund the Authority's Office of the Medical Director in an amount approved by the Board that is sufficient to fulfill EPAB's powers and duties.

5.3 If the Authority is providing Ambulance Service directly, the Authority shall provide Member Jurisdictions' First Responders opportunity to participate in the Authority's continuing education training without charge to the Member Jurisdictions.

5.4 The Authority is authorized to enter into contracts to provide additional related services that the Board deems appropriate in its discretion to advance the public health and welfare or financial stability of the Authority, including without limitation:

5.4.1 Mobile integrated healthcare services ("MIH Services") that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance an enrolled client's experience of care, and improve the efficiency and effectiveness of healthcare services provided to the client. MIH Services may include, but are not limited to, patient education and navigation services that promote patient self-management of disease processes, injury prevention programs, admission/readmission prevention programs, chronic disease management, a demand management system, and any other related services; and

5.4.2 Other services related to Ambulance Service, such as 911 nurse triage programs, event medical standby, nurse or physician-staffed critical transports, or wheel chair or ambulatory non-emergency transports.

5.5 To fund the Authority's financial obligations and to ensure use of sound business controls and financial management practices, the Authority shall:

5.5.1 Adopt sound business practices and accounting methods, in accordance with generally accepted accounting standards applicable to independent enterprise agencies, as prescribed by the Governmental Accounting Standards Board.

5.5.2 Establish and maintain a prudent operating reserve of cash or cash equivalents in an amount set by the Board in the Authority's Bylaws, which shall be at least three months of operating capital.

5.5.3 Adopt a fiscal year beginning October 1st.

5.5.4 Develop and implement a financial management plan designed to ensure long-range financial stability.

5.5.5 Secure annual audits of the Authority by an independent certified public accounting firm.

5.6 If the Authority is providing Ambulance Service directly, it shall:

5.6.1 Present written reports of the operational performance of the Medical Transportation, MIH, and prehospital emergency medical service system at meetings of the Board of the Authority and to make the reports available to Authority members upon request;

5.6.2 For each fiscal year, prepare and provide to each Member Jurisdiction a comprehensive review and summary of the financial, clinical and operational performance of the Authority during such fiscal year. This report must be submitted to the Member Jurisdictions no later than 120 days after the end of the fiscal year;

5.6.3 Upon the written request of a majority of Member Jurisdictions or the request of Member Jurisdiction(s) whose combined population exceeds 50% of the total population of all Member Jurisdictions (based on the then-current population estimates reported by the North Central Texas Council of Governments), provide to each Member Jurisdiction an audit of the clinical and operational performance of the Authority during the preceding fiscal year prepared by a qualified and independent third party. This audit must be completed no later than one hundred twenty (120) days after the date of such written request.

5.7 The Authority shall manage accounts, subscriptions, payments and billing practices related to the services it provides as follows:

5.7.1 No later than April 30th of each year, the Authority shall prepare and distribute a "Uniform Schedule of Pricing Options" to each Member Jurisdiction, which options shall range from a zero level offset with full cost user fees to full-cost annual per capita offsets with zero-level user fees. No later than June 30th of each year, each Member Jurisdiction shall notify the Authority of that Member Jurisdiction's selection of an option from the Uniform Schedule of Pricing Options. The Authority shall set the rate schedule for each Member Jurisdiction according to that Member

Jurisdiction's decision and the newly selected option and corresponding rate schedule shall both be effective as of the first day of the next fiscal year.

5.7.2 The Authority shall bill patients, third-party payors or other responsible parties, and collect the revenue from such bills, for all services provided.

5.7.3 The Authority shall implement an Ambulance Service subscription program (unless otherwise prohibited by law) and shall offer memberships in the program to all residents of the Member Jurisdictions.

5.8 The Authority is authorized to purchase, lease, acquire, accept, own or hold real or personal property, to operate or maintain the same, to borrow or incur debt in its own name, to accept gifts, grants or bequests, to insure itself and its Member Jurisdictions for any liabilities which might be incurred through performance of this Agreement, to contract in its own name and to sue or be sued in its own name; provided that nothing in this grant of authority shall be construed to waive any immunity otherwise afforded by law to the Authority and its officers, employees and agents or the Member Jurisdictions or their officers, employees and agents.

5.9 The Authority shall adopt performance goals and standards for the prehospital emergency medical services and Medical Transportation system and shall review such goals and standards on at least an annual basis, acting on recommendations from a system performance task force as described below.

5.9.1 Upon the adoption of this Agreement, the Authority shall convene a task force consisting of representatives of EPAB, FRAB, and the executive staff of the Authority to develop performance standards for the entire prehospital emergency medical services and Medical Transportation system. The proposed standards shall include but not be limited to: reasonable and medically appropriate response times for the ambulance service; response time goals for First Responders; call processing time goals for participating communication centers; clinical performance standards; standards for data collection and sharing; and standards for reporting system performance. The proposed goals and standards shall be presented to the Board of the Authority for review and approval.

5.9.2 The task force shall thereafter meet as needed, but no less than on a semi-annual basis, to review system performance, address any deficiencies, and make appropriate recommendations for modification of the standards.

5.10 In addition to the powers set forth in this Agreement or the Uniform EMS Ordinance, the Authority shall have all of the powers allowed or provided by Chapter 791 of the Tex. Government Code, the "Interlocal Cooperation Act."

5.11 To the extent permitted by law, the Authority shall indemnify and hold harmless EPAB, its members, and the Medical Director, MIH Associate Medical Director, and Associate Medical Directors

from liability for actual damages, including costs and attorney's fees, arising from any claim, lawsuit, or judgment resulting from their acts or omissions in the scope and course of their office, provided that such liability arises out of, or in connection with, the provision of prehospital emergency medical services, Medical Transportation, or MIH services through the Authority; provided that nothing in this Agreement shall limit or waive any defense or immunity as to claims by third parties that is otherwise available to the Authority and its officers, employees and agents or to the Member Jurisdictions or their officers, employees and agents.

ARTICLE VI: EMERGENCY PHYSICIANS ADVISORY BOARD

6.1 EPAB's membership shall be composed as follows:

- (a) The Medical Director of the Emergency Department of each full-service hospital located in the Service Area (or the Medical Director's designee), who must be a physician who has attained Board Certification in Emergency Medicine or Pediatric Emergency Medicine.
- (b) Up to seven (7) additional physicians with currently or formerly active specialties or sub-specialties of benefit in developing standards for emergency pre-hospital care, all of whom shall be appointed by and serve at the pleasure of the Tarrant County Medical Society, provided that the number of physicians appointed by the Medical Society shall not exceed one less than the number of medical directors with voting rights under paragraph (a) above.
- (c) The Authority shall designate a physician member of the Authority's Board to serve as a voting member of EPAB who is not otherwise a member of EPAB.

6.2 EPAB may elect from among its members an executive committee which shall exercise such powers and duties of EPAB as are set forth in written by-laws approved by a two-thirds majority vote of the entire EPAB membership.

6.3 EPAB shall appoint a Medical Director for the Authority who shall be responsible for carrying out EPAB's duties under this Ordinance and for directing the Office of the Medical Director. The Medical Director shall be a licensed physician who is board-certified in emergency medicine. The Medical Director shall serve at the pleasure of EPAB and shall be retained through a contract with the Board of the Authority that is recommended by EPAB.

6.4 Upon request of the Board of the Authority, EPAB shall appoint an MIH Associate Medical Director acceptable to the Board who shall, under the direction of the Medical Director, be specifically responsible for carrying out EPAB's duties under this Ordinance concerning MIH, including overseeing the clinical aspects of the MIH program in coordination with the medical directors of MIH partners and with the physicians of clients enrolled in the MIH program - including but not limited to protocol review, quality assurance, and credentialing of MIH Providers. The MIH Associate Medical Director shall be a licensed physician who is board-certified in a specialty appropriate to MIH and qualified to give medical

direction for the MIH program. The MIH Associate Medical Director shall serve at the pleasure of EPAB and shall be retained through a contract with the Board that is recommended by EPAB.

6.5 The Medical Director and MIH Associate Medical Director may provide additional services to the Authority under a written agreement with the Authority.

6.6 The Authority may contract with other Associate Medical Directors appointed by EPAB to assist the Medical Director in carrying out the Medical Director's duties.

6.7 EPAB shall have the following powers and duties:

(a) To recommend to the Authority medically appropriate performance measures and standards for the Service Area, including but not limited to standards for equipment on ambulances and First Responder vehicles in the Service Area;

(b) To establish patient care standards for Medical Transportation, the Authority's MIH program, and prehospital emergency care;

(c) To develop Medical Protocols for emergency medical service for the Authority and First Responders and periodically revise the same; and to provide necessary training to the Authority and First Responders regarding the Medical Protocols;

(d) To provide medical direction to the EMS Communication Center, including quality assurance and protocol review;

(e) To conduct quality assurance reviews of the delivery of Medical Transportation, MIH, and prehospital emergency medical service, and to review individual cases as appropriate;

(f) To develop and periodically revise and administer both written and practical tests for the credentialing of Medical Transportation, MIH, and prehospital emergency medical service personnel in the Service Area, including ambulance personnel, MIH Providers, First Responders, and EMS Communication Center personnel; to provide training for purposes of credentialing, and to credential qualified personnel;

(g) To ensure that EMS Base Station Physicians are knowledgeable concerning the prehospital emergency medical services and Medical Transportation system, its medical protocols, radio procedures, and transport protocols, and, at the Medical Director's discretion, to develop a program for credentialing qualified physicians as EMS Base Station physicians;

(h) At the Medical Director's discretion, to conduct inspections of Authority and First Responder vehicles, equipment and supplies, on both an announced and unannounced basis;

(i) To monitor the clinical performance of the delivery of Medical Transportation, MIH, and prehospital emergency medical service in the Service Area;

(j) To periodically conduct intensive reviews of the Medical Transportation, MIH, and prehospital emergency medical service system's performance relative to specific clinical modalities and to revise Medical Protocols and such other standards of the system as may be appropriate in light of the findings;

(k) To present written and oral reports of the clinical performance of the Medical Transportation, MIH, and prehospital emergency medical service system at meetings of the Board of the Authority and to make the written reports available to Authority members upon request;

(l) To approve standards governing the operation of Specialized Mobile Intensive Care units within the Service Area, including standards limiting the types of Patients which may be transported thereby;

(m) To approve standards governing the operation of Aeromedical Transportation Units within the Service Area, including standards defining the circumstances under which such units may be deployed to emergency scenes and, through the OMD;

(n) To credential First Responders, Medical Transportation providers, and ambulance standby providers.

(o) Subject to the Authority's standard employment policies and procedures and to the OMD's approved budget, the Medical Director has the sole discretion and authority in all decisions regarding the hiring and continued assignment of individual Authority employees to the OMD to assist the Medical Director; provided that the Medical Director may from time to time delegate this authority to the Executive Director.

(p) To conduct meetings in compliance with Chapter 551 of the Tex. Government Code (the Open Meetings Act).

6.8 Upon the agreement of EPAB and the Board of the Authority, EPAB may assign its rights and duties concerning the MIH program to third parties.

6.9 In accordance with the Authority's budgeting cycle, EPAB and the Medical Director shall submit an annual operating budget to the Authority for approval. The Board shall include funding for the OMD in its budget in an amount sufficient to carry out the power and duties of the OMD and EPAB. Expenditure of budgeted OMD funds shall be in accordance with the Authority's policies and procedures. The Authority shall maintain a separate account for funds belonging to EPAB prior to the enactment of this Ordinance and those funds shall be expended solely for the purposes set forth in this Ordinance in accordance with the bylaws and policies of EPAB.

ARTICLE VII: FIRST RESPONDERS ADVISORY BOARD

7.1. The First Responder Advisory Board (“FRAB”) shall advise the Authority and EPAB on matters related to first response and prehospital emergency medical services in the Service Area.

7.2 FRAB’s membership shall include:

- (a) One First Responder agency representative from every Member Jurisdiction.
- (b) One non-voting *ex-officio* member representing the Authority.

7.3 FRAB shall:

- (a) Participate with EPAB and the Office of the Medical Director and the executive staff of the Authority in the development of recommended system performance standards.
- (b) Facilitate the collection and reporting of information related to system performance by First Responders.
- (c) Coordinate training and credentialing activities for First Responder personnel with EPAB.
- (d) Inform and advise the Board of the Authority regarding issues related to medical first response in the Service Area.

Agreed and entered into by the following Member Jurisdictions:

CITY OF BLUE MOUND, TEXAS

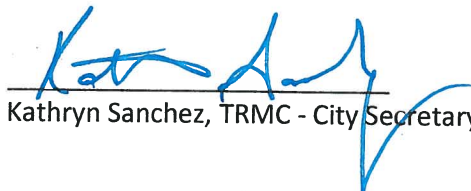
Executed on the 19th day of June, 2017 pursuant to an action of the City Council so authorizing;

BY:

ATTEST:



Alan Hooks, Mayor
City of Blue Mound, Texas



Kathryn Sanchez, TRMC - City Secretary

CITY OF BURLESON, TEXAS

Executed on the 8th day of May, 2017 pursuant to an action of the City Council so authorizing;

BY: [Signature]
AMANDA McCORRY
CITY SECRETARY

BY: [Signature]
DALE CHEATHAM
CITY MANAGER

TOWN OF EDGECLIFF VILLAGE, TEXAS

Executed on the 26th day of April, 2017 pursuant to an action of the City Council so authorizing;

BY: [Signature]
VERONICA GAMBOA
CITY SECRETARY

BY: [Signature]
MICKEY RIGNEY
MAYOR

CITY OF FOREST HILL, TEXAS

Executed on the 16 day of May, 2017 pursuant to an action of the City Council so authorizing;

BY: [Signature]
OTHEL MURPHREE
CITY SECRETARY

BY: [Signature]
SHEVI IPAYE
CITY MANAGER

CITY OF FORT WORTH

By: [Signature]
Assistant City Manager

ATTEST:
By: [Signature]
City Secretary



City of Fort Worth Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Mark Ransom

Name of Employee

ASSISTANT FIRE DIRECTOR

Title

APPROVED AS TO FORM AND LEGALITY:

Sean D. [Signature]

Assistant City Attorney

CITY OF HALTOM CITY, TEXAS

Executed on the 15th day of MAY, 2017 pursuant to an action of the City Council so authorizing;

BY: [Signature]
BOB WATKINS, MAYOR PRO TEM

BY: [Signature]
KEITH LANE, CITY MANAGER

BY: [Signature]
ART CAMACHO, CITY SECRETARY



CITY OF HASLET, TEXAS

Executed on the 26th day of April, 2017 pursuant to an action of the City Council so authorizing at the Regular Meeting held February 6, 2017.

BY: Bob Golden
BOB GOLDEN, MAYOR

DATE: April 26, 2017

ATTEST:

BY: Dianna Buchanan
DIANNA BUCHANAN, CITY SECRETARY

TOWN OF LAKESIDE, TEXAS

ATTEST:

Patrick Jacob
Patrick Jacob
Mayor

Ken East
Ken East
Town Attorney

Norman Craven
Norman Craven
Town Administrator

CITY OF LAKE WORTH, TEXAS

Executed on the 26th day of April, 2017 pursuant to an action of the City Council so authorizing

By: Stacey Almond
Stacey Almond, City Manager

ATTEST: Monica Solko
Monica Solko, City Secretary



APPROVED AS TO FORM AND LEGALITY:

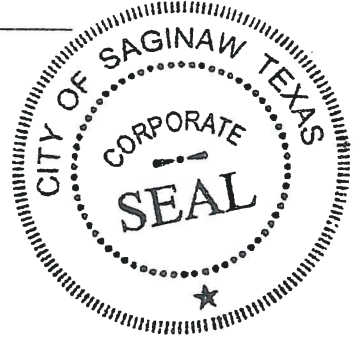
Drew Larkin
Drew Larkin, City Attorney

CITY OF SAGINAW, TEXAS

Executed on the 26th day of April, 2017 pursuant to an action of the City Council so authorizing;

Gary Brinkley
Gary Brinkley, Mayor

ATTEST: Janice England
Janice England, City Secretary



APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith
Bryn Meredith, City Attorney

CITY OF SANSOM PARK, TEXAS:

Executed on the 26th day of April, 2017 pursuant to an action of the City Council so authorizing;

BY: Wendy Blocker
WENDY BLOCKER
CITY SECRETARY

BY: Angela Winkle
ANGELA WINKLE
CITY ADMINISTRATOR

CITY OF WESTOVER HILLS, TEXAS

Executed on the 26th day of April, 2017 pursuant to an action of the City Council so authorizing;

BY: Stephen L. Tatum
Stephen L. Tatum, Mayor

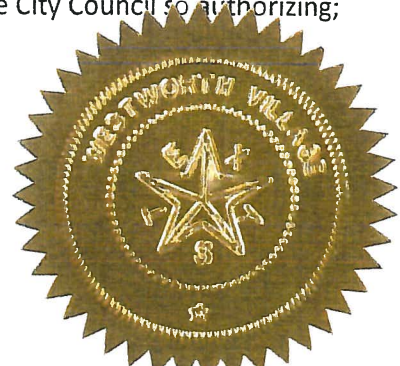
ATTEST: Penny Spikes
Penny Spikes, Town Secretary

CITY OF WESTWORTH VILLAGE, TEXAS:

Executed on the 26th day of April, 2017 pursuant to an action of the City Council so authorizing;

BY: Holly G Owens
HOLLY G OWENS
CITY SECRETARY

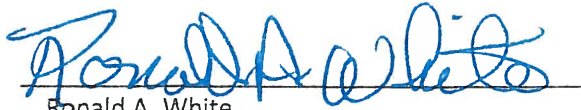
BY: Michael R Coleman
MICHAEL R COLEMAN
MAYOR



CITY OF WHITE SETTLEMENT, TEXAS:


Executed on the 26th day of April, 2017 pursuant to an action of the City Council so authorizing;

APPROVED:



Ronald A. White
Mayor

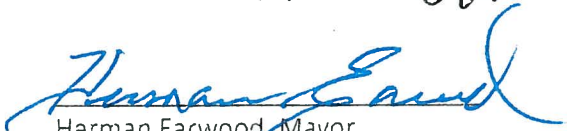
ATTEST:



Amy Arnold, TRMC, CMC
City Secretary

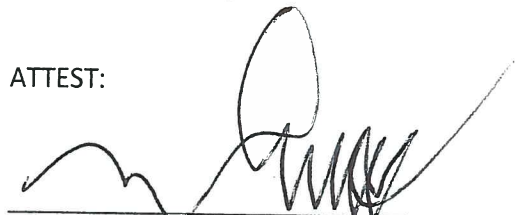
CITY OF RIVER OAKS, TEXAS

Executed on the 11 day of May, 2017 pursuant to an action of the City Council so authorizing;



Herman Earwood, Mayor

ATTEST:



City Secretary

DATES AGREEMENT APPROVED BY JURISDICTIONS

Jurisdiction	Date Approved
City of Blue Mound	January 16, 2017
City of Burleson	February 20, 2017
Town of Edgecliff Village	February 16, 2017
City of Forest Hill	February 21, 2017
City of Fort Worth	February 21, 2017
City of Haltom City	March 13, 2017
City of Haslet	February 6, 2017
Town of Lakeside	March 9, 2017
City of Lake Worth	February 14, 2017
City of River Oaks	February 28, 2017
City of Saginaw	February 21, 2017
City of Sansom Park	February 2, 2017
City of Westover Hills	February 21, 2017
City of Westworth Village	February 14, 2017
City of White Settlement	March 14, 2017

EXHIBIT A To RESTATED INTERLOCAL COOPERATIVE AGREEMENT

UNIFORM EMS ORDINANCE

Be it ordained by [name of jurisdiction]:

SEC. 1 STATUTORY AUTHORITY.

This Ordinance is enacted by _____ (“this Jurisdiction”), pursuant to Tex. Health and Safety Code § 773.051, which provides that local governments may establish standards for ambulances, and pursuant to Tex. Government Code Chapter 791, which authorizes combinations of local governmental units to contract for the provision of governmental services, including the creation of administrative agencies to promote public health and welfare.

SEC. 2 GENERAL PURPOSES AND INTENT OF ORDINANCE.

It is the purpose of this Ordinance:

- (a) To establish a regulated prehospital emergency medical services and medical transportation system which can provide quality clinical care with performance measures and standards, with the goal of facilitating the best possible outcomes for each patient;
- (b) To establish a mobile integrated healthcare program with effective medical direction and quality assurance and review;
- (c) To form an administrative agency to administer and operate the prehospital emergency medical services and medical transportation system in a service area comprised of member jurisdictions and to administer and operate the mobile integrated healthcare program;
- (d) To designate the administrative agency as the sole-provider of emergency and non-emergency ambulance service within this jurisdiction to maintain consistent, high-quality service while controlling costs through efficiencies and economies of scale;
- (e) To provide for effective medical direction by establishing a multi-jurisdictional emergency physicians advisory board to advise the administrative agency’s board and, through the agency’s office of the medical director, to oversee and regulate all clinical aspects of prehospital emergency medical services, the administrative agency’s mobile integrated healthcare program, and medical transportation which affect patient care in the service area; and
- (f) To provide for effective coordination and communication between first responder agencies in the service area, the emergency physicians advisory board, and the board of the administrative agency by establishing a multi-jurisdictional first responder advisory board.

SEC. 3 DEFINITIONS.

For the purposes of this Ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) **Advanced Life Support.** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
- (b) **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and patient transportation that originates within the Service Area.

- (c) **Ambulance Mutual Aid Agreement.** A written agreement between the Authority and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified in the agreement.
- (d) **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance.
- (e) **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out EPAB's duties under this Ordinance through the OMD.
- (f) **Authority (Metropolitan Area EMS Authority).** The public administrative agency, formerly known as the Area Metropolitan Ambulance Authority, established to administer and operate the Medical Transportation and prehospital emergency medical services system and the MIH program established by this Ordinance.
- (g) **Basic Life Support.** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
- (h) **Board.** The Board of Directors of the Authority.
- (i) **Emergency Care Attendant.** A person certified as an "emergency care attendant" under § 773.046 of the Tex. Health and Safety Code,
- (j) **Emergency Medical Technician (EMT).** A person certified as an "emergency medical technician" under § 773.047 or an "advanced emergency medical technician" under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.
- (k) **EMS Communications Center.** The single facility designated by the Authority as the central communications center from which all services offered by the Authority shall be dispatched and controlled.
- (l) **First Responder.** Any agency that provides first response to requests for emergency medical services and, in cooperation with the Ambulance Service, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
- (m) **Medical Director.** The licensed physician appointed by EPAB who is responsible for carrying out EPAB's duties and for directing the Office of the Medical Director.
- (n) **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and non-emergency transports, where such transportation originates within the Service Area.
- (o) **MIH Associate Medical Director.** An Associate Medical Director who is specifically tasked with assisting the Medical Director in overseeing the clinical aspects of the Authority's MIH program.
- (p) **Mobile Integrated Healthcare (MIH).** Services provided by the Authority that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the client's experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled clients.
- (q) **Office of Medical Director.** The clinical office of the Authority through which EPAB carries out its rights and duties under this Ordinance. The Office of the Medical Director is comprised of the Medical Director, the MIH Associate Medical Director and any other

Associate Medical Directors, and the employees of the Authority who are assigned to the Office of the Medical Director to assist the medical directors in carrying out EPAB's rights and duties under this Ordinance.

- (r) **Paramedic.** A person qualified as a certified or licensed "paramedic" as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
- (s) **Patient.** An individual who is ill, sick, injured, wounded, or otherwise incapacitated, and in need of or at risk of needing medical care at the scene of a medical emergency or during transport to or from a healthcare facility.
- (t) **Person.** Any individual, firm, association, partnership, corporation, governmental entity, or other group, or a combination of the same acting as a unit.
- (u) **Restated Interlocal Cooperative Agreement.** The interlocal contract, as it may be amended from time to time, adopted by this Jurisdiction concurrently with the passage of this Ordinance pursuant to Chapter 791 of the Tex. Government Code (the Interlocal Cooperation Act).
- (v) **Service Area.** That geographical area which is contained within the boundaries of all the jurisdictions which become members of the Authority by adopting this Uniform EMS Ordinance and executing the Restated Interlocal Cooperative Agreement.
- (w) **Special Event.** Any public event located within the Service Area for which standby ambulance service is arranged in advance, and for which an ambulance is hired by the sponsor of the event or other interested party.
- (x) **Specialty Care Transport.** The transportation of a critically injured or ill patient at a level of service beyond the scope of the EMT-Paramedic when the patient's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area; for example, emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
- (y) **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.

SEC. 4 EMERGENCY PHYSICIANS ADVISORY BOARD.

- (a) There is hereby created an Emergency Physicians Advisory Board ("EPAB") which, acting through the Office of the Medical Director, shall, on behalf of this Jurisdiction, oversee and regulate all clinical aspects of Medical Transportation, the Authority's MIH program, and prehospital emergency medical services in this Jurisdiction, including such services provided by the Authority and First Responders, and shall exercise independent professional judgment in all matters related to Patient care.
- (b) . EPAB's membership and other matters relating to EPAB shall be set forth in the Restated Interlocal Cooperative Agreement and in the Bylaws adopted by EPAB.

SEC. 5 METROPOLITAN AREA EMS AUTHORITY.

(a) By adopting this Ordinance and executing and approving the Restated Interlocal Cooperative Agreement, this Jurisdiction has joined the Authority, which shall now be known as the Metropolitan Area EMS Authority.

(b) The Authority shall have the following powers and duties:

(1) The Authority is hereby designated as the sole provider of Ambulance Service and Special Event ambulance standby service within this Jurisdiction, whether directly or indirectly through contractors, pursuant to the terms, conditions and provisions of the Restated Interlocal Cooperative Agreement, except for those services exempted by Sec. 7(b) of this Ordinance.

(2) The Authority shall comply with all terms of the Restated Interlocal Cooperative Agreement and have all the powers and duties enumerated therein.

(3) The Authority is required to provide this Jurisdiction with Basic and Advanced Life Support Ambulance Service in accordance with system performance standards and all applicable law, rules and regulations, as well as all patient care standards that EPAB may from time to time promulgate;

(4) The Authority is authorized to operate an MIH program on a non-exclusive basis in this Jurisdiction.

(5) The Authority shall enter into a First Responder Agreement with this Jurisdiction and may issue, suspend, revoke, and renew permits for the delivery of First Responder services in this Jurisdiction by other agencies, subject to the credentialing process by EPAB and the Office of the Medical Director and subject to rights of appeal to the Board.

(6) The Authority shall adopt standards approved by EPAB governing the operation of Specialized Mobile Intensive Care units and for Specialty Care Transport within the Service Area, including standards limiting the types of patients which may be transported thereby, and, subject to the credentialing process by EPAB and the Office of the Medical Director, may issue, suspend, revoke, and renew permits for the operation of such units as required by this Ordinance.

(7) The Authority shall adopt standards approved by EPAB governing the operation of Aeromedical Transportation Units within the Service Area, including standards defining the circumstances under which such units may be deployed to emergency scenes and, subject to the credentialing process by EPAB and the Office of the Medical Director, may issue, suspend, revoke, and renew permits for the operation of such units as required by this Ordinance.

(8) The Authority shall adopt standards approved by EPAB governing the provision of Special Event ambulance standby service within the Service Area and, subject to the credentialing process by EPAB and the Office of the Medical Director, may issue, suspend, revoke, and renew permits for the provision of such ambulance standby service.

(c) The Authority Board's membership and other matters relating to the Authority shall be set forth in the Restated Interlocal Cooperative Agreement and in the Bylaws adopted by the Authority's Board.

SEC. 6. FIRST RESPONDER ADVISORY BOARD.

(a) There is hereby created a First Responder Advisory Board ("FRAB") which shall advise and inform the Authority and EPAB on matters related to first response and prehospital emergency medical services in the Service Area.

(b) The FRAB's membership and other matters relating to the board shall be set forth in the Restated Interlocal Cooperative Agreement and in the Bylaws adopted by the FRAB.

SEC. 7 VIOLATIONS.

(a) It shall be unlawful:

(1) To knowingly give false information to induce the dispatch of an ambulance or Aeromedical Transportation Unit.

(2) To perform duties as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director;

(3) To permit a person to work as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director;

(4) To use, or cause to be used, any ambulance service other than the Authority, except as permitted in subsection (b) below;

(5) For any person or entity other than the Authority to provide Ambulance Service within this Jurisdiction, unless pursuant to a written agreement with the Authority;

(6) For any person to provide Medical Transportation originating in the Service Area without a permit issued by the Authority;

(7) For any agency to provide First Responder services without a First Responder permit issued by the Authority, unless pursuant to a First Responder Agreement with the Authority or a written automatic aid or mutual aid agreement with this Jurisdiction;

(8) To use an ambulance for the transportation of persons other than in connection with the transportation of a Patient.

(b) It shall be a defense to any alleged violation of this section that a vehicle is being used or service is provided solely in any of the following manners:

(1) As a privately owned vehicle not ordinarily used in the business of transporting persons who are sick, injured, wounded, incapacitated or helpless;

(2) Rendering service as an ambulance at the request of the EMS Communications Center upon the declaration of a disaster by this Jurisdiction, the State of Texas, or the United States; or a declaration of a major catastrophe or extreme system overload by the Chief Executive Officer of the Authority;

- (3) Any ambulance owned or operated by the federal or state government;
- (4) Ambulance mutual aid calls when rendered pursuant to an Ambulance Mutual Aid agreement approved by the Authority;
- (5) Special Event ambulance standby coverage, so long as such service is provided without charge by an emergency medical services volunteer provider, as defined in Tex. Health and Safety Code § 773.003(13), or the Authority has first declined to provide coverage and the entity providing coverage has been issued a permit by the Authority;
- (6) Wheelchair transport services for persons other than Patients, when the service is not provided by ambulance; and
- (7) Medical Transportation of a Patient where the transport originates outside the Service Area.

SEC. 8 PENALTIES.

- (a) Any person convicted of violating the provisions of Section 7 shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §.12.23).
- (b) This Section does not serve to limit any other remedies available to the Jurisdiction in law or equity.
- (c) Each violation of this Ordinance shall constitute a separate offense.

SEC. 9. TRAFFIC LAWS; EXEMPTION.

When the driver of an emergency medical response vehicle has reasonable grounds to believe that an emergency exists, as determined by the EMS Communication Center, the vehicle shall be treated as an “authorized emergency vehicle” within the meaning of Chapter 546 of the Tex. Transp. Code and shall be exempt from traffic laws as provided therein.