Duncanville City Council Meeting Agenda

City Council Briefing Room and City Council Chamber
Videoconference via ZOOM
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

AMENDED

Tuesday, May 4, 2021
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session

or immediately following the 6:00 pm Work Session/Briefing

City of Duncanville City Council meetings are available to all persons regardless of disability. The City of Duncanville offers Hearing Assistance Receivers for use during City Council Regular Sessions. If you require special assistance, please contact the City Secretary at (972)780-5017 or write 203 E. Wheatland Road, 75116, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment.

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended by Office of the Governor on June 12, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by video conference at 6:00 pm on Tuesday, May 4, 2021, in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted by video conference. There will be no public access to a physical location.

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, May 4, 2021, email citysecretary@duncanville.com and title the email "Public Comment – May 4th". You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technological issues that may arise.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_0azJHsICQUi9grr8URv-PQ

After registering, you will receive a confirmation email containing information about joining the webinar.

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

WORK SESSION / BRIEFING

Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

A. Discussion of Feedback Following Fire Station Public Forum. 5 - 7
Fire Station Public Forum

B. Discuss Annual City Council Calendar. 8 - 11
Annual City Council Calendar

C. Discussion on Ordinance No. 2262 Sign Guidelines.

EXECUTIVE SESSION

None.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER
INVOCATION
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Presentation of the Keep Duncanville Beautiful May 2021 Business Beautification Award Plaque and Proclamation to Pappas Bar-B-Q located at 230 W. Hwy 67. 12 - 15
May 2021 Business Beautification Award - Pappas Bar-B-Q

B. A Proclamation recognizing May 15, 2021, as Police Memorial Day and May 9 - 15, 2021 as National Police Week. 16 - 18
National Police Week

C. A Proclamation to designate the Week of May 16-22, 2021, as Emergency Medical Services Week. 19 - 20
Emergency Medical Services Week

D. Proclamation recognizing May 16-22, 2021, as National Public Works Week. 21 - 24
Public Works Week

E. Proclamation recognizing May 2 - 8, 2021, as American Water Works Association Drinking Water Week. 25 - 28
AWWA Drinking Water Week

3. CITIZENS' INPUT

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, May 4, 2021, email citysecretary@duncanville.com and title the email "Public Comment – May 4th. You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technological issues that may arise.

The City Secretary will still set a two-minute time limit on the comments as they are read.

4. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

A.	Consider a Resolution authorizing a Cooperative Purchasing Agreement with Vortex Companies Vortex, LLC using The Interlocal Purchasing System (TIPS), Contract 20110401 Water Improvements – Pipe bursting the Water Main on Briarmeade Drive, for the Public Works Department, with an estimated expenditure amount of $224,150.00. FY21 Pipebursting - Vortex	29 - 78
B.	Consider a Resolution finding that Oncor Electric Delivery Company LLC's application for approval to amend its Distribution Cost Recovery Factor to increase distribution rates within the City should be denied; authorizing participation with ONCOR Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the Company and legal counsel. Oncor - Distribution Cost Recovery Factor	79 - 82
C.	Consider a Resolution to confirm the appointment of Assistant Chief of Police Mark LiVigni as Interim Police Chief effective May 4, 2021. Interim Police Chief	83 - 89
D.	Consider a Resolution authorizing an Interlocal Purchase for Emergency Medical Billing and Collections Services from Emergicon LLC., through the City of Desoto RFP-FDA-2001-RFP, for pricing services, software and equipment for an estimated cost of $71,800. Emergicon LLC.	90 - 236

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Conduct a Public Hearing (2021-07) to consider an Ordinance to revoke a Specific Use Permit for an Indoor Sports Complex (Batting Facility) under Ordinance 2308 and retain the existing Commercial "C" District Zoning on Woodhaven Block 2, Lot 3, more commonly known as 410 E Red Bird Lane. 237 - 252

SUP - Indoor Sports Complex

6. STAFF AND BOARD REPORTS

A. Receive the Monthly Financial Report as of March 31, 2021. 253 - 272

Monthly Financial Report

B. Receive the Fiscal Year 2021 Second Quarter Investment Report as of March, 2021. 273 - 281

Annual Investment Report

C. Receive the Parks & Recreation Quarterly Report. 282 - 293

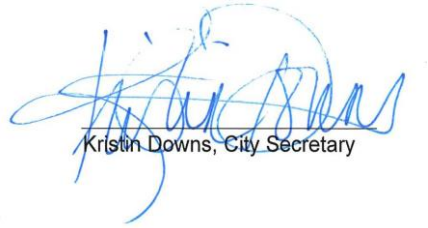
Quarterly Report

D. Receive the Fieldhouse Quarterly Report. 294 - 302

Quarterly Report

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Saturday, May 1, 2021 at 5:40 P.M.** and remained posted for at least two hours after said meeting was convened.



PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS MEETING ROOM WITH A HANDGUN THAT IS CARRIED OPENLY.

DE CONFORMIDAD CON LA SECCIÓN 30.07 DEL CÓDIGO PENAL (PREVARICACIÓN POR LICENCIATARIO CON UNA ARMA DE MANO LLEVADA ABIERTAMENTE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO DE GOBIERNO (LEY DE LICENCIAS PARA PORTAR ARMAS), NO PUEDEN ENTRAR A LA SALA DE REUNIONES CON UNA ARMA DE MANO QUE SE PRACTICA ABIERTAMENTE.

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"PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY HOLDER OF LICENSE TO CARRY A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUB-CHAPTER H, CHAPTER 411, GOVERNMENT CODE (CONCEALED HANDGUN LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN"

"DE ACUERDO CON LA SECCIÓN 30.06 DEL CÓDIGO PENAL (INGRESO SIN AUTORIZACIÓN DE UN PORTADOR DE UNA LICENCIA PARA LLEVAR UN ARMA CORTA OCULTA), UNA PERSONA CON LICENCIA SEGÚN EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DEL GOBIERNO (LEY PARA PORTAR ARMAS CORTAS OCULTAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UN ARMA CORTA OCULTA"

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
Discussion of Feedback Following Fire Station Public Forum.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Bryan G. Ramey II, P.E., Director of Public Works

BACKGROUND/HISTORY:
In November 2018, the residents of Duncanville approved a $6.0M bond for construction of a new Fire Station with an Emergency Operations Center (EOC) to replace the existing Fire Station #1 located on W. Camp Wisdom Rd.

In May 2019, City Council awarded a contract to BRW Architects for the design of a new Fire Station #1. For the last several months, the architects worked with City Staff and the Construction Manager at Risk, CORE Construction, on the Fire Station site plan, floor plan, cost estimates, and concepts for the exterior design.

In December 2020, City Staff and the Architect briefed Council on the proposed fire station location, floor plan, project budget, exterior design concepts, and proposed a Public Forum. During this meeting Council narrowed the fire station exterior designs to two options (Attachment 1).

City Staff conducted a Fire Station #1 Public Forum on April 29, 2021. The purpose of this Briefing Session is to discuss the feedback from the public forum and for City Staff to receive feedback from City Council regarding Fire Station #1 exterior design before bringing the action to Council for final approval during the May 18, 2021 Council Meeting.

POLICY EXPLANATION:
City Council feedback is requested regarding Fire Station #1 design.

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
Staff is requesting City Council feedback on Fire Station #1 exterior design pursuant to final approval at 05/18/2021 Council Meeting.

ATTACHMENTS:
Attachment 1 - Fire Station Option 1 and 2

ATTACHMENT 1



Option 1



Option 2

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
Discuss Annual City Council Calendar.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **1. Most engaged citizens in America**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Kristin Downs, City Secretary

BACKGROUND/HISTORY:
Discussion regarding townhall and special meeting updates.

POLICY EXPLANATION:
City Council discuss 2021 calendar of events and provide input to staff for planning purposes.

FUNDING SOURCE:
NA

Contract Log #:
NA

RECOMMENDATION:
City Council discussion and input to 2020 calendar of events for City Council.

ATTACHMENTS:
CITY COUNCIL CALENDAR

May 2021

May 2021

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 25	26	27	28	29	30	May 1 7:00am Election Day
2	3	4 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	5	6	7	8
9	10	11	12 2:00pm Canvassing of Election and Calling Run-Off Election (ZOOM)	13	14 10:00am Police Memorial (Front of PD)	15 duncanSWITCH - Chamber Event
16	17	18 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	19	20	21	22 Fire Truck Pull
23	24 8:00am Run-Off - Early Voting	25	26	27	28 5:00pm	29 8:00am Run-Off - Early Voting
30 1:00pm Run-Off - Early Voting	31 NO VOTING - Run-Off - MEMORIAL HOLIDAY	Jun 1	2	3	4	5

June 2021

June 2021

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2021

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 30	31	Jun 1 7:00am Run-Off - Early Voting 6:00pm City Council Meeting (City Council Briefing Room /	2	3	4	5 7:00am Run-Off if needed
6	7	8	9	10	11	12
13	14	15 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	16	17	18	19 duncanSWITCH - Chamber Event
20	21 6:00pm Budget Workshop	22 6:00pm Budget Workshop	23	24	25	26
27	28	29	30	Jul 1	2	3

July 2021

July 2021

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 27	28	29	30	Jul 1	2	3
4	5	6 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	7	8	9	10
11	12	13	14	15	16	17 duncanSWITCH - Chamber Event
18	19	20 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	21	22	23 Candace Birthday	24
25	26	27 6:00pm Boards and Commissions Interviews	28 6:00pm Boards and Commissions Interviews	29	30	31

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
Presentation of the Keep Duncanville Beautiful May 2021 Business Beautification Award Plaque and Proclamation to Pappas Bar-B-Q located at 230 W. Hwy 67.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Timothy Hamilton, Parks Superintendent/KDB Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Business Beautification Award was designed to fill this goal for commercial property recognition. The KDB Board has nominated the Pappas Bar-B-Q located at 230 W. Hwy 67 as the May 2021 Business Beautification Award recipient.

POLICY EXPLANATION:
Up to one commercial building in Duncanville is recognized each quarter for significant improvements to the exterior portion of a building, landscape improvements, and/or long-term maintenance of the commercial property that exemplifies high quality standards. Award recipients receive recognition at a regular City Council meeting; an article in the City newsletter, the Champion; and a sign to display at their place of business for the month.

The Keep Duncanville Beautiful (KDB) Board nominates the Business Beautification Award. The property must be in good standing with the City's Code Enforcement and Building Inspections Departments.

The KDB Board follows the criteria identified below:

- Property must be retail/professional office/commercial/industrial or other business use.
- Property must be located within the city limits of Duncanville, Texas.
- Significant exterior improvements and/or superior maintenance of the property must be made to the property, or the property is new construction.

Improvements can include new landscaping, repainting a building, paving a parking lot, adding awnings, new signage, etc.

FUNDING SOURCE:
Funds are allocated in the Economic Development/Keep Duncanville Beautiful budget for related expenditures; however, if the recipient is a non-profit the funds are allocated in the Parks budget.

Contract Log #:
N/A

RECOMMENDATION:
N/A

ATTACHMENTS:
Attachment 1 - Picture - Pappas Bar-B-Q
Attachment 2 - Proclamation - KDB Beautification Award


PAPPAS
PAPPAS Bar-B-Q
SINCE 1967
www.MAKelectricLLC.com
817-751-1676

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the City of Duncanville is committed to improving the physical quality of community life; and

WHEREAS, the *Keep Duncanville Beautiful Board* was established to promote this commitment; and

WHEREAS, the mission of the *Keep Duncanville Beautiful Board* is to empower Duncanville citizens and businesses to take responsibility for enhancing their community environment; and

WHEREAS, each quarter the *Keep Duncanville Beautiful Board* recognizes one commercial property within the City for significant improvements to the exterior portion of the property, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards; and

WHEREAS, the Pappas Bar-B-Q located at 230 W. Hwy 67 has been selected as the Business Beautification Award recipient for May 2021.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby urge all residents to join me in congratulating the Pappas Bar-B-Q located at 230 W. Hwy 67 and commending this business for contributing to the beautification of our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 4th day of March, 2021.

Mayor, The City of Duncanville

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
A Proclamation recognizing May 15, 2021, as Police Memorial Day and May 9 - 15, 2021 as National Police Week.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**

STAFF RESPONSIBLE:
Mark LiVigni, Interim Chief of Police
Doug Sisk, Crime Prevention/Community Relations Officer

BACKGROUND/HISTORY:
In 1962, President John F. Kennedy signed a proclamation which designated May 15th as Peace Officers Memorial Day and the week in which that date falls as National Police Week.
The City of Duncanville has historically recognized National Police Week and Police Memorial Day. National Police Week is May 9 - 15, 2021 and Saturday, May 15th is Police Memorial Day. The Mayor traditionally recognizes these events by proclamation.

POLICY EXPLANATION:
National Police Week was established as a time for law enforcement officers, survivors, and their families to come together to celebrate the lives and sacrifices of those officers who gave the ultimate sacrifice for our safety. On December 3, 1979, while the citizens of Duncanville slept, Officer Roger Hobden and Sergeant Michael Poe were killed in the line of duty in a motor vehicle accident when their patrol vehicle was struck, head-on, by a suspect fleeing from the Dallas Police Department.

Each year, the Duncanville Police Department asks the Mayor to recognize National Police Week and Police Memorial Day through Proclamation and in turn, the Police Department invites the families of Officer Hobden and Sergeant Poe to witness and be part of our memorial ceremony as our honored guests. In addition to the officers, all other city personnel and citizens are invited to attend the ceremony as we recognize not only our own sacrifice within the “thin blue line,” but also the sacrifices made by all officers across our great nation.

FUNDING SOURCE:
There is no policy decision associated with this item.

Contract Log #:
N/A

RECOMMENDATION:

This item is a proclamation only, and no action is required.

ATTACHMENTS:
Proclamation - National Police Week

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the Congress and President of the United States have designated May 15th, 2021 as Peace Officers Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Duncanville play an essential role in safeguarding the rights and freedoms of the citizens of Duncanville; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the City of Duncanville unceasingly provide a vital public service.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby call upon all citizens of Duncanville and upon all patriotic, civic, and educational organizations to observe the week of May 9 – 15, 2021 as

NATIONAL POLICE WEEK

with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers of the City of Duncanville, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to our community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the City of Duncanville to observe May 15, 2021, as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 4th day of May, 2021.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
A Proclamation to designate the Week of May 16-22, 2021, as Emergency Medical Services Week.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:
- **1. Most engaged citizens in America**

STAFF RESPONSIBLE:
Sam Rohde, Fire Chief
Mike Ryan, EMS Division Chief

BACKGROUND/HISTORY:
EMS is a vital component of healthcare, public health and public safety. On any given day, in almost every community in our nation, EMS responds to patient calls for help, 24/7. Yet few understand exactly what medical services EMS provides, how EMS fits into the wider healthcare system, or how EMS is staffed, funded and delivered. EMS Week is a time to thank paramedics, EMTs and the entire EMS workforce for their service and sacrifices. It's also an opportunity for EMS to continue to raise public awareness about the critical role of EMS in the community.

POLICY EXPLANATION:
There is no policy decision associated with this item.

FUNDING SOURCE:
There is no funding associated with this item.

Contract Log #:
N/A

RECOMMENDATION:
This item is a presentation only and no action is required.

ATTACHMENTS:
Attachment 1 - Emergency Medical Services Week

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, Emergency medical services are a vital public service; and

WHEREAS, The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, The emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, first responders, educators, administrators and others; and

WHEREAS, The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, I Barry L. Gordon, Mayor of the city of Duncanville, Texas, in recognition of this event do hereby proclaim the week of May 16-22, 2021, with May 19th being Emergency Medical Services for Children (EMSC) Day; as

EMERGENCY MEDICAL SERVICES WEEK

With the theme, “This is EMS: Caring for Our Communities,” I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 4th day of May, 2021.

Mayor, The City of Duncanville

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
Proclamation recognizing May 16-22, 2021, as National Public Works Week.

FY 2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 1: Foster a values-based environment where employees are supported and encouraged to develop, in order to achieve and sustain a healthy relationship between the organization's stakeholders.**

STAFF RESPONSIBLE:
Bryan G. Ramey, II, P.E., Director of Public Works
Jacqueline R. Culton, P.E., Assistant Director of Public Works

BACKGROUND/HISTORY:
Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. Across North America, more than 30,000 members in the US and Canada use this week to energize and educate the public on the importance of the contribution of Public Works to their daily lives. In 1962, President John F. Kennedy signed a proclamation which designated the first full third week of May as National Public Works Week.

This will be the sixth proclamation for National Public Works Week recognized by the Mayor of the City of Duncanville. The City has 68 Public Works employees who build or maintain the City's infrastructure.

"Stronger Together" is the theme for the 2021 National Public Works Week. This year's exciting poster challenges our members and their citizens to think about the role public works plays in creating a great place to live. By working together, the impact citizens and Public Works professionals can have on their communities is magnified and results in the ability to accomplish goals once thought unattainable.

Public Works helps maintain a community's strength by working together to provide an infrastructure of services in transportation, water, wastewater, and stormwater treatment, public buildings and spaces, parks, and grounds, emergency management and first response, solid waste, and right-of-way management. Public Works provides togetherness needed for collaboration with all the stakeholders in capital projects, infrastructure solutions, and quality of life services.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
N/A

ATTACHMENTS:
Attachment 1 - National Public Works Week Poster
Attachment 2 - Proclamation - Public Works Week May 16-22 2021


ATTACHMENT 1
NATIONAL PUBLIC WORKS WEEK
MAY 16-22, 2021
Stronger Together
APWA

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, public works infrastructure, facilities and services are an integral part of our citizens' everyday lives and of vital importance to sustainable communities and the health, safety, and well-being of the people of Duncanville; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees from your local Public Works Department, who are responsible for and who plan, design, build, operate and maintain the transportation, water supply, water treatment, public buildings, structures and facilities, and who deliver solid waste services, transit, and fleet services which are essential to serve our citizens; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff our Public Works Department is materially influenced by the peoples' attitude and understanding of the importance of the work they perform; and

WHEREAS, the men and women of the Public Works Department of the City of Duncanville unceasingly provide a vital public service.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby call upon all citizens of Duncanville and upon all patriotic, civic, and educational organizations to observe the week of May 16 – 22, 2021, as

NATIONAL PUBLIC WORKS WEEK

with appropriate ceremonies and observances in which all of our people may join in commemorating Public Works Department employees of the City of Duncanville, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to our community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the health, safety, and well-being of all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 4th day of May, 2021.

Mayor, The City of Duncanville

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
Proclamation recognizing May 2 - 8, 2021, as American Water Works Association Drinking Water Week.

FY 2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 1: Foster a values-based environment where employees are supported and encouraged to develop, in order to achieve and sustain a healthy relationship between the organization's stakeholders.**

STAFF RESPONSIBLE:
Bryan G. Ramey, II, P.E., Director of Public Works
Jacqueline R. Culton, P.E., Assistant Director of Public Works
Matt Bryant, Utilities Superintendent
David Dunn, Assistant Utilities Superintendent

BACKGROUND/HISTORY:
For more than 40 years, the American Water Works Association (AWWA) and its members have celebrated Drinking Water Week – a unique opportunity for both water professionals and the communities they serve to join together in recognizing the vital role water plays in our daily lives.

In 1988, a coalition formed by the League of Women Voters, the Association of State Drinking Water Administrators, and the United States Environmental Protection Agency was formed to sponsor a resolution to name the first week of May as Drinking Water Week. The week-long observance was declared in a joint congressional resolution and signed by then President Ronald Reagan.

The following year, the National Drinking Water Alliance was formed of 15 nonprofit educational, professional, and public interest organizations. The Alliance dedicated itself to public awareness and involvement in public and private drinking water issues and continued its work to organize a major annual educational campaign built around Drinking Water Week.

The power of the multi-organization Alliance enabled Drinking Water Week to grow into widespread and committed participation throughout the United States and Canada. In 1991, the Alliance launched a national campaign to inform the public about America's drinking water.

The City has 20 Public Works Water Utility employees who build or maintain the City's water infrastructure.

This year's theme, "There When You Need It", celebrates the fact that water is our most valuable natural resource and the vital role Public Works plays in being the stewards of the water infrastructure upon which future generations depend. Only tap water delivers public health protection, fire protection, support for our economy, and the quality of life we enjoy. AWWA proudly salutes and thanks each citizen of our city in helping to protect our source waters from pollution and for practicing water conservation.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
N/A

ATTACHMENTS:
Attachment 1 - Water Week Poster
Attachment 2 - Proclamation - American Water Works Asso. - Water Week 2021

Attachment 1



OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of our city is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water;

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby call upon all citizens of Duncanville and upon all patriotic, civic, and educational organizations to observe the week of May 2 – 8, 2021, as

DRINKING WATER WEEK

with appropriate ceremonies and observances in which all of our people may join in commemorating Public Works Department employees of the City of Duncanville, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to our community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the health, safety, and well-being of all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 4th day of May, 2021.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
Consider a Resolution authorizing a Cooperative Purchasing Agreement with Vortex Companies Vortex, LLC using The Interlocal Purchasing System (TIPS), Contract 20110401 Water Improvements – Pipe bursting the Water Main on Briarmeade Drive, for the Public Works Department, with an estimated expenditure amount of $224,150.00.

FY 2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**
    - **WorkPlan Item 2.48 Execute FY20 Water/Wastewater Capital Improvements Program**

STAFF RESPONSIBLE:
Bryan G. Ramey, II, P.E., Director of Public Works
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:
This project includes pipe bursting approximately 1,050 linear feet of substandard 6-inch to 8-inch water main with new High-Density Polyethylene (HDPE) water pipe, water pipeline and adjacent private water service & meter box replacements, appurtenances, replacing a fire hydrant, and site restoration. The improvements will be constructed along Briarmeade Drive from Crescent Lane to High Ridge Drive. The substandard existing 6-inch water main has been prone to water main breaks and has generated several work orders for our utility crew.

Pipe bursting is an efficient method for replacing pipelines that are failing, outdated or undersized because it requires significantly less excavation and pavement repair than installing pipe by open cut. Instead, pipe bursting can be implemented through small insertion pits, eliminating thousands of feet pavement repair along the entire length of pipe. Because pipe bursting does not require extensive excavation, it provides a method of correcting pipe deficiencies with less disturbance, environmental degradation, and requires less restoration than the traditional dig-and-replace pipeline replacement method.

The City has successfully utilized pipe bursting to replace sewer mains for several years. Water main pipe bursting, a method other Cities in the DFW Metroplex have adopted, emerged out of the sewer pipe bursting industry. In 2019, City Staff performed a site visit on a water pipe bursting project in Balch Springs to observe how this method is implemented. The contractor exposes the existing pipe at set intervals and pulls the new HDPE pipe through the existing pipeline. Once complete, the contractor pipe bursts each private service along the water main. During this time, the contractor provides a

temporary main supplied by fire hydrants. The process can be completed for each street within two weeks on average.

Staff reviewed the costs of recent construction projects to determine the average cost to build an 8-inch water main. Staff found the cost to construct a water main using pipe bursting was 27% less expensive than using open cut. Additionally, this method eliminates the cost and time of design, greatly reduces the time required for construction, and the inconvenience to residents and businesses.

The history of water breaks, the size, and the simplicity of Briarmeade Drive makes this an ideal candidate for this first pipe bursting project. This project is intended to fix a real problem while demonstrating the benefits of pipe bursting water mains in the short term and prove that it is a viable method for future years to come. Pipe bursting water mains will aid the City in replacing its aging infrastructure in a timely manner.

The City has allocated funds for water pipe bursting improvements this fiscal year. The total value of the project is $224,150.00. This will be paid for with FY21 Utilities CIP funds. The Interlocal Purchasing System (TIPS) contract offers fixed discounts.

POLICY EXPLANATION:
State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for purchase of the item. TIPS contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

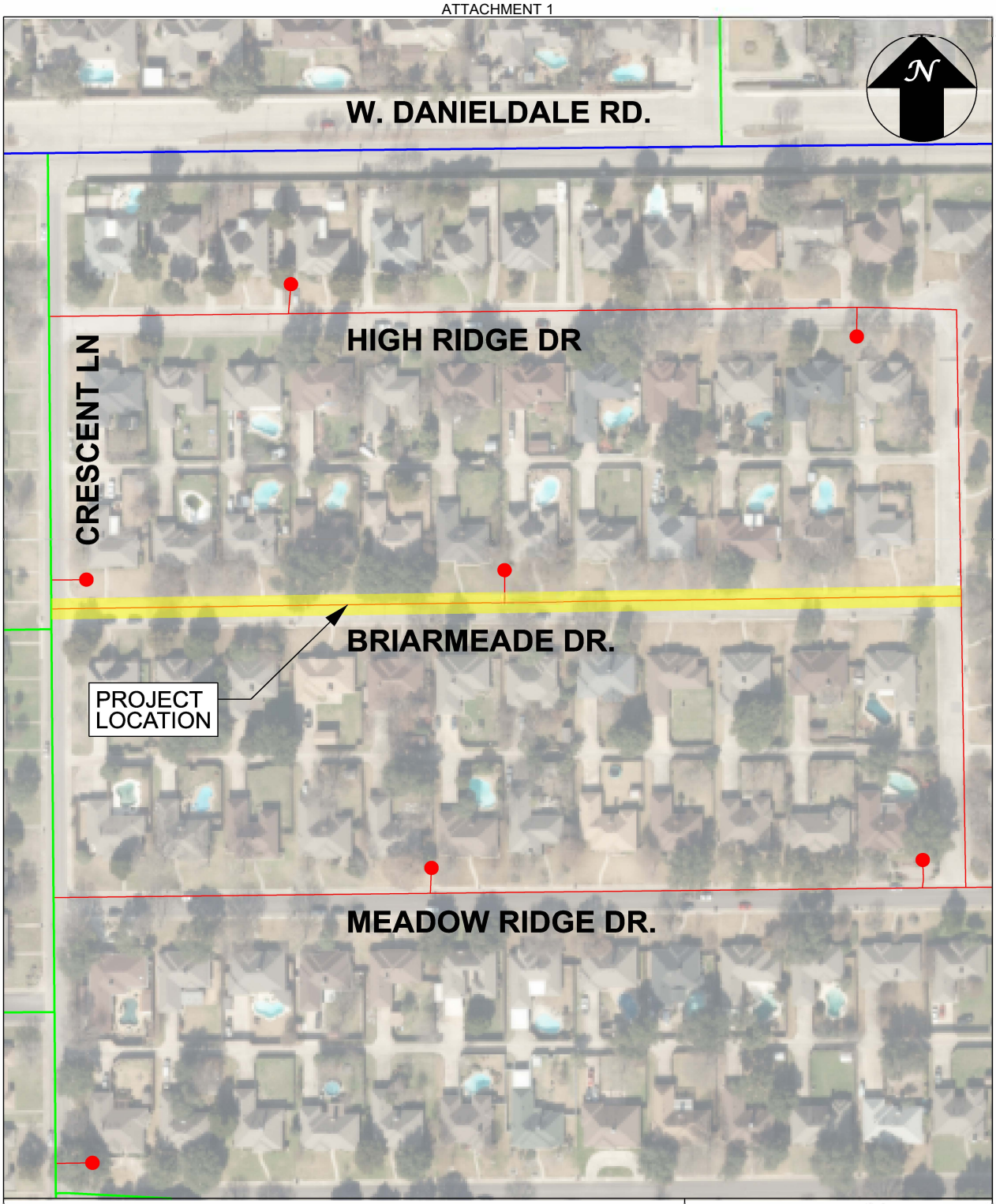
FUNDING SOURCE:
$224,150.00 is allocated in the FY21 Capital Improvement Projects (Utilities Fund) budget for this project.

Contract Log #:
1510

RECOMMENDATION:
Staff recommends approval a Resolution authorizing a Cooperative Purchasing Agreement with Vortex Companies Vortex, LLC using The Interlocal Purchasing System (TIPS), Contract 20110401 Water Improvements – Pipe bursting the Water Main on Briarmeade Drive, for the Public Works Department, with an estimated expenditure amount of $224,150.00.

ATTACHMENTS:
Attahcment 1 - Briarmeade Dr - Wtr Pipe Burst-Project Location Map
Attachment 2 - Resolution No. 2021-027 w/Exhibits - Pdf
SAMS-VORTEX COMPANIES LLC-2021

ATTACHMENT 1



BRIARMEADE DRIVE WATER MAIN PIPE BURSTING
CITY OF DUNCANVILLE PUBLIC WORKS DEPARTMENT
FROM CRESCENT LANE TO HIGH RIDGE DRIVE

Duncanville
City of Champions

RESOLUTION NO. 2021-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH VORTEX COMPANIES VORTEX INFRASTRUCTURE HOLDINGS, LLC, USING THE INTERLOCAL PURCHASING SYSTEM (TIPS), CONTRACT #20110401 FOR WATER IMPROVEMENTS - PIPEBURSTING, FOR THE PUBLIC WORKS DEPARTMENT, WITH AN ESTIMATED EXPENDITURE AMOUNT OF $224,150.00; AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to maintain a safe and efficient water and sewer system; and

WHEREAS, the City has allocated funds for water infrastructure improvements this fiscal year; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a Cooperative Purchasing Agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS), Contract 20110401 Water Improvements – Pipebursting, and authorizes the execution of the necessary documents to procure said services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the City Council of the City of Duncanville, Texas, does hereby award a bid and authorize an agreement for the procurement of pipebursting water improvements with Vortex Companies Vortex Infrastructure Holdings, LLC, in the estimated expenditure amount of $224,150.00, based on the pricing set forth in Exhibit "A", attached hereto and incorporated herein.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents and/or purchase orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 4th day of May, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney



THE INTERLOCAL PURCHASING SYSTEM
"PURCHASING MADE PERSONAL"



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO: **20110401**

PROJECT NAME: Duncanville - Water Burst Pilot

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to Contract Administration @ 281-901-5336.
Please type or carefully print; thank you.

				LIST PRICING		PROJECT SPECIFIC DISCOUNT	
Item	Description of Item	Est. Quant.	Unit	Unit Price	Total	Unit Price	Total
	BASE BID ITEMS						
1	Mobilization	1	LS	$ 12,350.00	$ 12,350.00	$9,500.00	$ 9,500.00
2	Pipe Burst existing 6" water line to 8"	1050	LF	$ 110.50	$ 116,025.00	$85.00	$ 89,250.00
3	Pipe Burst existing 6" water line to 6"	15	LF	$ 104.00	$ 1,560.00	$80.00	$ 1,200.00
4	Fire Hydrant Assembly	1	EA	$ 7,800.00	$ 7,800.00	$6,000.00	$ 6,000.00
5	8" Gate Valve	6	EA	$ 3,250.00	$ 19,500.00	$2,500.00	$ 15,000.00
6	6" Gate Valve	1	EA	$ 2,437.50	$ 2,437.50	$1,875.00	$ 1,875.00
7	1" service reconnection	22	EA	$ 1,950.00	$ 42,900.00	$1,500.00	$ 33,000.00
8	24" Meter Cans	22	EA	$ 552.50	$ 12,155.00	$425.00	$ 9,350.00
9	8 x 8 Tee	1	EA	$ 1,950.00	$ 1,950.00	$1,500.00	$ 1,500.00
10	8 x 6 Tee	1	EA	$ 1,950.00	$ 1,950.00	$1,500.00	$ 1,500.00
11	8" Sleeve	1	EA	$ 1,950.00	$ 1,950.00	$1,500.00	$ 1,500.00
12	Traffic Control	1	LS	$ 2,437.50	$ 2,437.50	$1,875.00	$ 1,875.00
13	Haul Off	1	LS	$ 3,250.00	$ 3,250.00	$2,500.00	$ 2,500.00
14	Cut & Restore Pavement or Driveway/Sidewalk (Conc)	100	SY	$ 247.00	$ 24,700.00	$190.00	$ 19,000.00
15	Cut & Restore Pavement (Asph)	100	SY	$ 162.50	$ 16,250.00	$125.00	$ 12,500.00
16	Block Sod	200	SY	$ 10.40	$ 2,080.00	$8.00	$ 1,600.00
17	Bonds, Insurance, CoOp Fees	1	LS	$12,000.00	$ 12,000.00	$12,000.00	$ 12,000.00
	Proposal BASE Total				**$ 281,295.00**		**$ 219,150.00**

ALTERNATE ITEMS (in lieu of item 15)



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO: **20110401**

PROJECT NAME: Duncanville - Water Burst Pilot

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to Contract Administration @ 281-901-5336.
Please type or carefully print; thank you.

Item	Description of Item	Est. Quant.	Unit	LIST PRICING Unit Price	LIST PRICING Total	PROJECT SPECIFIC DISCOUNT Unit Price	PROJECT SPECIFIC DISCOUNT Total
22	Cut & Restore Pavement (Asph) w/ Concrete Underlayment	100	SY	$ 227.50	$ 22,750.00	$175.00	$ 17,500.00
	Proposal SUPPLEMENTAL ITEMS Total				**$ 22,750.00**		**$ 17,500.00**
	TOTAL BASE				**$ 281,295.00**		**$ 219,150.00**
	TOTAL BASE w/ ALTERNATE				**$ 287,795.00**		**$ 224,150.00**

Items NOT included in quote unless expressly noted:
Manhole Removal / Replacement or Coatings, Point Repairs,
Dewatering, Traffic Control outside of typical cones and signage,
Heavy Bypass Pumping, Surface Restoration beyond Sodding, SWPPP, Compaction Testing, Vibration Monitoring,
Smoke Testing, Bonds, Mechanical Pipe Cleaning

Pricing Date: **4/14/2021** **TOTAL w/ Bonds:** **See Above**

Buying Agency:	City of Duncanville
Contact Person:	John MacLean
Phone:	972.780.5008
Fax:	
Email:	jmaclean@duncanville.com

Contractor:	Vortex Services
Prepared By:	Jedidiah Brewer
Phone:	615.495.9500
Fax:	
Email:	jbrewer@vortexcompanies.com

NOTE: **The Customer shall be responsible for providing:**

- Access to hydrants or free water source as necessary (including meters)
- All Heavy Traffic Control
- All Permits and Permissions which may be necessary (Federal, State, Local, etc.)

EXHIBIT B

TIPS VENDOR AGREEMENT

PART 1 ONLY

Between Vortex Companies, LLC **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 201104 Pipe Bursting PART 1 ONLY

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions
All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of

the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation
Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

EXHIBIT B

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.
Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.
Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024*.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.
No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments
The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices
Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments
The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing
Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

EXHIBIT B

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per

Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax
By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses
Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the

Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing

firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law
The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process
Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures
The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

EXHIBIT B

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

EXHIBIT B

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

EXHIBIT B

TIPS Vendor Agreement Signature Form

RFP 201104 Pipe Bursting
PART 1 ONLY

Company Name Vortex Companies, LLC

Address 18150 Imperial Valley Drive

City Houston State TX Zip 77060

Phone 713-750-9081 Fax

Email of Authorized Representative nbanchetti@voetxcompanies.com

Name of Authorized Representative Nick Banchetti

Title Chief Operating Officer

Signature of Authorized Representative

Date 11/03/20

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 1/26/2021

EXHIBIT B

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.

EXHIBIT B



201104
Vortex Companies
Supplier Response

Event Information

Number: 201104
Title: Pipe Bursting -2 Part with JOC
Type: Request for Proposal
Issue Date: 11/5/2020
Deadline: 12/11/2020 03:00 PM (CT)
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

EXHIBIT B

Vortex Companies Information

Contact: Ryan Graham
Address: 18150 Imperial Valley Drive
Houston, TX 77060
Phone: (713) 750-9081
Email: rellison@vortexcompanies.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Ronnie Ellison — *Signature*
rellison@vortexcompanies.com — *Email*

Submitted at 12/11/2020 2:11:15 PM

Requested Attachments

Vendor Agreement part 1 — 201104 Vendor Agreement PART 1 ONLY Signed.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form part 1 — Vendor Agreement Signature Pages Part 1 Signed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.
If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Vendor Agreement Part 2 — 201104 Vendor_Agreement_JOC_PART 2 ONLY Signed.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form Part 2 — Vendor Agreement Signature Pages Part 2 Signed.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Part 1 Pricing Spreadsheet #1 — TIPS Pricing - VTK (TIPS 1171105) NEW FOR BID.pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Part 1 Pricing Spreadsheet #2 — TIPS Pricing - VTK (TIPS 1171105) NEW FOR BID.pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

JOC Pricing of Itemized list of Means non-prepriced items — JOC Pricing of Itemized List of Means Non-Prepriced Items.xlsx

If you have items listed on the form titled "JOC Pricing of Itemized list of Means non-prepriced items" please complete the form and upload. If you have nothing to offer in this price sheet, just upload the form blank and put Not Applicable on the form.

References VaughtRef_VS12.2020.pdf

EXHIBIT B

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services Vortex Companies S&P.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. I does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty *No response*

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary Vortex Companies S&P 2.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates *No response*

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks Unknown.png

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS *No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION *No response*

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, “disclosure Form to Report Lobbying,” *No response*

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, “disclosure Form to Report Lobbying,” in the Response attachments section.

Confidentiality Form Confidentiality Form Signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company Vortex GGL 12-9-20.pdf

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form Vortex Companies LLC W-9 (2020).pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated “Confidential” in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

EXHIBIT B

Bid Attributes

1	**Yes - No** Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section. No
2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the “Response Attachments” HUB CERTIFICATES section. No
3	**Yes - No** The Vendor can provide services and/or products to all 50 US States? Yes
4	**States Served:** If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) *No response*
5	**Company and/or Product Description:** This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) At Vortex we repair, service and rehabilitate municipal and industrial water and sewer infrastructure using best-in-class trenchless technologies including bypass pumping (Sewer Bypass, Lift Station Backup, Pumping, Sludge Removal, Pre-treatment Sand Trap Pumping, Flood or Stormwater Drainage, Site Dewatering, Pump Watch), spin-cast pipe lining (Pipes, Culverts, and Tunnels, Manholes, Boxes and more), internal pipe seals, pipe coatings and pipe bursting.
6	**Primary Contact Name** Primary Contact Name Ryan Graham
7	**Primary Contact Title** Primary Contact Title Vice President, Sales
8	**Primary Contact Email** Primary Contact Email rgraham@vortexcompanies.com

9	**Primary Contact Phone** EXHIBIT B Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7137509081
10	**Primary Contact Fax** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 18332477943
11	**Primary Contact Mobile** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 2816393237
12	**Secondary Contact Name** Secondary Contact Name Ronnie Ellison
13	**Secondary Contact Title** Secondary Contact Title Sales Support
14	**Secondary Contact Email** Secondary Contact Email rellison@vortexcompanies.com
15	**Secondary Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7137509081
16	**Secondary Contact Fax** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 18332477943
17	**Secondary Contact Mobile** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 2816863111
18	**Admin Fee Contact Name** Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. Nick Banchetti

19	**Admin Fee Contact Email** EXHIBIT B Admin Fee Contact Email nbanchetti
20	**Admin Fee Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7137509081
21	**Purchase Order Contact Name** Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Ryan Graham
22	**Purchase Order Contact Email** Purchase Order Contact Email rgraham@vortexcompanies.com
23	**Purchase Order Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7137509081
24	**Company Website** Company Website (Format - www.company.com) www.vortexcompanies.com
25	**Federal ID Number** Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) 364879397
26	**Primary Address** Primary Address 18150 Imperial Valley Drive
27	**Primary Address City** Primary Address City Houston
28	**Primary Address State** Primary Address State (2 Digit Abbreviation) TX
29	**Primary Address Zip** Primary Address Zip 77060

30 **Search Words:** EXHIBIT B

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Vortex, Vortex Services, Pipe Bursting, CIPP, Cured in place Pipe, Pipe Rehabilitation, Trenchless Rehabilitation, Trenchless Construction, Culvert Rehabilitation, Sewer Rehab, Wastewater Rehab, Sanitary Sewer Rehab, Quadex, Quadex Lining Systems, Geokrete, Geopolymer, Manhole Rehab, Manhole Rehabilitation, Epoxy Lining, Cementitious Lining, Vortex Companies, Underground Infrastructure, Sewer Rehabilitation, Manhole Lining,

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

32 **Yes - No**

Certification of Residency - The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

Yes

33 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Houston

34 **Company Residence (State)**

Vendor's principal place of business is in the state of?

TX

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

EXHIBIT B

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.
Must answer with a number between 0% and 100%.

5%

36 **Yes - No**

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

37 **TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 **REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient** Exhibit B

What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

0.95

39 **REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient**

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

1

40 **REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book**

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, $100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer $130 for the materials.

20%

41	**Yes - No** EXHIBIT B Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered. Agreed
42	**Yes - No** Do you offer additional discounts to TIPS members for large order quantities or large scope of work? No
43	**Years experience in this category of goods or services.** Company years experience in this category of goods or services? 6
44	**Resellers:** Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award). Yes
45	**Right of Refusal** Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? No

46 **NON-COLLUSIVE BIDDING CERTIFICATE** EXHIBIT B

By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

47 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

https://www.tips-usa.com/assets/documents/docs/CIQ.pdf

There is an optional upload for this form provided if you have a conflict and must file the form.

No

48 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

49 **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

50 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

51	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** EXHIBIT C By submission of this bid or proposal, the Bidder certifies that: I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

52	**Suspension or Debarment Instructions** EXHIBIT B Instructions for Certification: 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

53	**Suspension or Debarment Certification** EXHIBIT B By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Yes
54	**Non-Discrimination Statement and Certification** In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations. Yes

55	**2 CFR PART 200 Contract Provisions Explanation** EXHIBIT B Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds. The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
56	**2 CFR PART 200 Contracts** Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes
57	**2 CFR PART 200 Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes

58	**2 CFR PART 200 Clean Air Act** EXHIBIT B Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes
59	**2 CFR PART 200 Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree? Yes
60	**2 CFR PART 200 Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act? Yes

61	**2 CFR PART 200 Procurement of Recovered Materials** extended A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above? Yes
62	**Certification Regarding Lobbying** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. I HAVE NOT Lobbied per above
63	**Lobbying Report Standard Form-LLL, “disclosure Form to Report Lobbying,”** ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "**Certification Regarding Lobbying**", please download and complete and upload the Standard Form-LLL, “disclosure Form to Report Lobbying,” in the Response attachments section.
64	**Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. YES Page 33 of 46

65	**ONLY IF YES TO THE PREVIOUS QUESTION OR If you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?** ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. YES
66	**If proposing on PART 2, Davis-Bacon Act compliance.** IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

67	**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** EXHIBIT 5 Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
68	**Indemnification** The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Do you agree to these terms? Yes
69	**Remedies** The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms? Yes, I Agree
70	**Remedies Explanation of No Answer** *No response*

71 Choice of Law EXHIBIT B

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

72 Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

73 Alternative Dispute Resolution Explanation of No Answer

No response

74 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor’s performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

75 Infringement(s) Explanation of No Answer

No response

76 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements
ultimately made by TIPS and the vendor.

Do you agree to these terms?

Yes, I Agree

77 **Acts or Omissions Explanation of No Answer** EXHIBIT B

No response

78 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

79 **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes

80	**Insurance and Fingerprint Requirements Information** Exhibit B Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have ”covered” employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

81

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees Exhibit B

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

82	**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017** EXHIBIT B SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.
83	**Texas Government Code 2270 Verification Form** Texas Government Code 2270 Verification Form If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf I swear and affirm that the above is true and correct. YES
84	**Logos and other company marks** Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred Potential uses of company logo: * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

85	**Solicitation Deviation/Compliance** EXHIBIT B Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes
86	**Solicitation Exceptions/Deviations Explanation** If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. *No response*
87	**Agreement Deviation/Compliance** Does the vendor agree with the language in the Vendor Agreement? Yes
88	**Agreement Exceptions/Deviations Explanation** If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement. *No response*
89	**Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY** READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points. price increases will be <7% annually per question

90	**Felony Conviction Notice** EXHIBIT B Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C. A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute. B. Firm not owned nor operated by felon; per above
91	**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.** If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information. 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s). *No response*
92	**Required Confidentiality Claim Form** Required Confidentiality Claim Form This form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you. Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com
93	**Choice of Law clauses for TIPS Members** If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect. Agreed
94	**Venue of dispute resolution with a TIPS Member** In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties. Agreed

95	**Indemnity Limitation with TIPS Members** EXHIBIT B Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
96	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
97	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated “Confidential” in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

EXHIBIT B

TIPS RFP # 201104

Required Confidential Information Status Form

Vortex Companies, LLC

Name of company

Nick Banchetti, Chief Operating Officer

Printed Name and Title of authorized company officer declaring below the confidential status of material

18150 Imperial Valley Drive	Houston	TX	77060	713-750-9081
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF_____PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED. WITH A PUBLIC INFORMATION REQUEST IS MADE FO

Signat

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____ Date 12/10/20

Confidentiality Claim Form rev 10012020RP

EXHIBIT B



Vortex Companies Services: https://www.vortexcompanies.com/services/

Vortex Companies Products: https://www.vortexcompanies.com/products/

Vortex Companies Catalog & Brochures: https://www.vortexcompanies.com/catalog/

EXHIBIT B

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Vortex Companies LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
18150 Imperial Valley Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Houston, TX 77060

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–		–				

or

Employer identification number
		–							
3	6	–	4	8	7	9	3	9	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► Bailey Carroll **Date** ► 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SAM Search Results
List of records matching your search for :

Search Term : VORTEX COMPANIES, LLC*
Record Status: Active

No Search Results

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
Consider a Resolution finding that Oncor Electric Delivery Company LLC's application for approval to amend its Distribution Cost Recovery Factor to increase distribution rates within the City should be denied; authorizing participation with ONCOR Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the Company and legal counsel.

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Richard Summerlin, CPA,CGFO
Finance Director

BACKGROUND/HISTORY:
The City is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"). The Oncor Cities Steering Committee ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("PUC" or "Commission") and the courts.

On April 8, 2021, Oncor filed an Application to Amend its Distribution Cost Recovery Factor ("DCRF") with each of the cities retaining original jurisdiction and with the Commission in Docket No. 51996. In the filing, the Company sought to increase distribution rates by $97.8 million annually.

POLICY EXPLANATION:
The resolution authorizes the City to join with OCSC to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:
The purpose of the Resolution is to deny the DCRF amendment proposed by Oncor.

Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the City to participate with OCSC as a party in the Company's DCRF filing, PUC Docket No. 51996.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable

rates. Additionally, it authorizes OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

3. This paragraph finds that the Company's application is unreasonable and should be denied.
4. This section states that the Company's current rates shall not be changed.
5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by OCSC will submit monthly invoices that will be forwarded to Oncor for reimbursement.
6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
7. This section provides that Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
Staff recommends approval of a Resolution finding that Oncor Electric Delivery Company LLC's application for approval to amend its Distribution Cost Recovery Factor to increase distribution rates within the City should be denied; authorizing participation with ONCOR Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the Company and legal counsel.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2021-028 - Oncor - Denial Resolution 2021

RESOLUTION NO. 2021-028

A RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH OCSC; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Duncanville, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company") with an interest in the rates and charges of Oncor; and

WHEREAS, the Steering Committee of Cities Served by Oncor ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 8, 2021, Oncor filed with the Commission an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 51996, seeking to increase its total distribution revenue requirement by approximately $97,826,277; and

WHEREAS, the City of Duncanville will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if Oncor's Application is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny Oncor's DCRF.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. That the City is authorized to participate with OCSC in Commission Docket No. 51996.

SECTION 2. That, subject to the right to terminate employment at any time, the City of Duncanville hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits should be denied.

SECTION 4. That the Company should continue to charge its existing rates to customers within the City.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to Oncor thereafter.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 7520; and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

PASSED, APPROVED AND ADOPTED on this 4th day of May, 2021.

_____
Mayor, Barry L. Gordon

ATTEST:

_____
City Secretary, Kristin Downs

APPROVED AS TO FORM:

_____
City Attorney, Bob Hager

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
Consider a Resolution to confirm the appointment of Assistant Chief of Police Mark LiVigni as Interim Police Chief effective May 4, 2021.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Todd Siegel, Human Resources Director

BACKGROUND/HISTORY:
The appointed and confirmed Police Chief for the City of Duncanville, Texas, has resigned as Department Head, and was appointed to become the new Assistant City Manager effective April 26, 2021. The City Manager of the City of Duncanville has appointed Assistant Chief of Police Mark LiVigni as Interim Police Chief to assume the duties and responsibilities of the Police Chief until such time as a permanent Police Chief is appointed and confirmed by the City Council. Per Texas Local Government Code §143.013 (a)(1), "Unless elected, each department head is appointed by the municipality's chief executive and confirmed by the municipality's governing body".

POLICY EXPLANATION:
In compliance with Texas Local Government Code §143.013 (a)(1), "Unless elected, each department head is appointed by the municipality's chief executive and confirmed by the municipality's governing body". Council's confirmation of this appointment will ensure Mark LiVigni can assume the duties and responsibilities of the Police Chief until such time as a permanent Police Chief is appointed by the City Council or until a successor to the position of Interim Police Chief is appointed and confirmed by the City Council as required by State Law.

FUNDING SOURCE:
There is no cost related to this item.

Contract Log #:
N/A

RECOMMENDATION:
Staff recommends approval of the Resolution to confirm the appointment of Assistant Chief of Police Mark LiVigni as Interim Police Chief and Department Head effective May 4, 2021.

ATTACHMENTS:
Attachment 1 - Resume - LiVigni

Attachment 2 - Resolution No. - 2021-033 - Confirming Appointment of Assistant Chief of Police Mark LiVigni as Interim Police Chief

MARK LiVIGNI
[redacted] ~ [redacted]
[redacted] ~ [redacted]

My service to our country and tenured career in public service has prepared me well to lead. I am a visionary leader with an incredible work ethic. I enjoy serving people; those with whom I work as well as the greater community. I enjoy finding ways not only to help people achieve more than they ever thought possible, but to also find ways we can do so collaboratively. Every day I seek to create an environment of stability, consistency, and clear direction through effective communication.

PROFESSIONAL EXPERIENCE / CAREER ASCENSION

ASSISTANT CHIEF OF POLICE – Duncanville Police Department ***2017 - PRESENT***

Previous Assignments

Police Lieutenant – Day Patrol Division Commander	2012 – 2017
Police Lieutenant – Night Patrol Division Commander	2011 – 2012
Police Lieutenant – Criminal Investigations Division Commander	2008 – 2011
Police Lieutenant – Administrative Services Commander	2005 – 2008
Police Lieutenant – Patrol Division Commander	2002 – 2005
Police Sergeant – Patrol Division Supervisor	1998 – 2002
Police Officer – Patrolman	1998 – 1998
Police Officer – Internal Affairs Investigator/Warrant Officer	1996 – 1998
Police Officer – Patrolman	1993 – 1996

DALLAS COUNTY SHERIFF'S OFFICE – Dallas County, Texas 1992 – 1993
Detention Service Officer

EDUCATION

Senior Management in Policing (SMIP) Program – 74th Session (2019)
POLICE EXECUTIVE RESEARCH FORUM (PERF) – Washington, DC (Training in Boston, MA)

Force Science Institute Certification Course (2018)
FORCE SCIENCE INSTITUTE – Chicago, Illinois (Training in Austin, TX)

48th Management College (2012)
INSTITUTE FOR LAW ENFORCEMENT ADMINISTRATION – Plano, Texas

Bachelor of Science – Criminal Justice - *Magna Cum Laude* (2011)
UNIVERSITY OF NORTH TEXAS – Denton, Texas

Executive Law Enforcement Management College – 233rd Session (2008)
FBI NATIONAL ACADEMY – Quantico, Virginia

Leadership Southwest (2004)
BEST SOUTHWEST GROUP – Duncanville, DeSoto, Cedar Hill, Texas

MARK LiVIGNI

[redacted]

LEADERSHIP / ACCOMPLISHMENTS / CONTRIBUTIONS

- Directly supervise five (5) lieutenants and have worked to increase their understanding of the budgetary process. Conduct weekly one-on-one meetings to gauge progress on projects and/or conduct coaching sessions.

- Responsible for developing, presenting, and managing my Department's $9 million annual budget, inclusive of Asset Forfeiture Funds gleaned from an employee's efforts on a DEA Federal Task Force, as well as local covert narcotics operations staffed by two other detectives.

- Involved in all personnel disciplinary matters above shift/division-level counseling.

- Routinely attend and participate in both City Council Meetings as well as Southwest Regional Communication Center (SWRCC – Regional Dispatch) Chief's Meetings.

- Responsible for working closely with the City's Fleet Manager to ensure the department's fleet of over fifty (50) vehicles is appropriately managed and maintained. Have prepared and presented City Council presentations regarding the status and needs of the department's fleet.

- Responsible for reporting department's annual racial profiling report both to the State as well as our City Council, as mandated by state law.

- Reported in-custody death of person taken into protective custody to State Attorney General's Office as mandated by law. Also advocated for involved officers, whose actions were ultimately exonerated, with district attorney investigator and addressed concerns of surviving family with compassion while being honest about the reality of the circumstances.

- Serve as the Acting Chief of Police when the Chief is unavailable. On a few of those occasions, handled major incidents such as a shooting incident with injury at a city-owned facility, and a 75-year old missing Alzheimer's patient.

- Completed and presented a comprehensive feasibility study regarding keeping detention operations in-house versus contracting with a regional jail concept. Although similar studies had been done during the preceding decade, cost-savings of magistrate services was never explored as they were paid from another department's budget. The study I presented should easily save the city around $200,000.00 over the first three-year period of implementation.

- Commanded and oversaw two Officer - Involved Shooting (OIS) scenes and acted as the liaison between with the Texas Rangers and the Dallas Sheriff's Office.

- Upon appointment to Assistant Chief re-visited two major police projects; securing the police parking lot and the procurement of an integrated camera system (in-car and body-worn Cameras), which had become stagnated due to a lack of funding. Secured funding for both projects within a few months using the department's asset forfeiture fund and the City's Transportation Improvement and Safety Fund (Red Light Camera Fund).

- Member of the City Cash Handling Assessment Team, along with our city's Assistant City Manager, Finance Director, and an outside auditor, which studied, evaluated, and made recommendations regarding cash handling procedures of all city departments that routinely handled cash or other methods of payment.

MARK LiVIGNI

[redacted]

- Led a multi-disciplinary team, with the Fire Marshal, City Code Enforcement, City Management, City Attorney's Office, Texas Alcohol Beverage Commission representatives, and others to attain a voluntary closure of a "sports bar," that had been operating more like a night club and from which many issues stemmed, including shootings and fatal accidents involving alcohol.

- With thoughtful research, creativity, and good negotiation skills saved the city money on procurement of badges, road flares, portable radio batteries, biological hazardous clean up, cameras, and uniforms.

- Coordinated with the Dallas County Sheriff's Office and the Duncanville ISD Police Department to develop and implement inter-agency agreements through the City Council approval process.

- Department liaison with the International Association of Chiefs of Police (IACP) to complete a Recruitment and Retention Study of the Department.

- Participate in the community by attending events such as a Veteran's Day program at a local school, reading to kids in a "Read Across America" school event, and volunteering for several Property Improvement Program (PIP) weekends.

- Worked to streamline and improve the Department's hiring process by slightly increasing the budget for entrance exam "study sessions" and recruitment trips; emphasized opportunities to increase the Department's social media footprint; implemented the use of police volunteers to call applicants who had completed an intent to test on-line form to remind applicants of an upcoming test; developed "Recruitment Cards" as an easy way for all personnel to highlight benefits of the job and testing dates; proposed a retention bonus; and instituted a new "due date" for submission of Personal History Statements (PHS) to alleviate wasted time, all of which resulted in the department realizing its goal of becoming fully staffed after a staffing deficit of nearly 20% just two years prior achieving our staffing goal.

- Recognized while attending the 48th Management College at the Institute for Law Enforcement Administration as the recipient of the Dr. Tory Caeti Award for Academic Excellence.

- Early in my career, aside from normal duties as a police supervisor, voluntarily trained and worked as a dispatcher, for all police departments served by the Southwest Regional Dispatch Center. This opportunity provided a means by which to become a better rounded first responder by learning another, related aspect of the job.

- Varied compliments received personally include:
    - City Manager – Within approximately six months of being in my current position, he advised, "I can tell a noticeable difference in the department's morale since you were promoted."
    - Chief of Police – "You have shown a great work ethic and done everything I could have hoped for and more. You make my job easy."
    - Montgomery County Public Information Officer (during PIO Training) – Approached me and stated, "Chief, I'd work for you any day," after I'd conducted a mock press conference as part of an exercise during our training.
    - Prominent Duncanville Citizen – "I told the Chief the best thing he ever did was promoting you. You two are a good team."

MARK LiVIGNI

[redacted]

ACHIEVEMENTS & HONORS

- Three Police Commendation Bars
- Three Certificates of Merit
- One Life Saving Award
- Two Meritorious Conduct Awards
- Twenty-nine Department Commendations for outstanding performance
- Four Civic Achievement awards
- Sixteen letters of commendation and appreciation

RESOLUTION NO. 2021-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CONFIRM THE APPOINTMENT OF ASSISTANT CHIEF OF POLICE MARK LIVIGNI AS INTERIM POLICE CHIEF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the appointed and confirmed Police Chief for the City of Duncanville, Texas, has resigned as Department Head, and was appointed to become the new Assistant City Manager effective April 26, 2021; and

WHEREAS, the City Manager of the City of Duncanville has appointed Assistant Chief of Police Mark LiVigni as Interim Police Chief to assume the duties and responsibilities of the Police Chief until such time as a permanent Police Chief is appointed by the City Council or until a successor to the position of Interim Police Chief is appointed and confirmed by the City Council as required by State Law; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to confirm the appointment of Mark LiVigni to serve as Interim Police Chief in accordance with State law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the City Council hereby confirms the appointment of Mark LiVigni as Interim Police Chief and Department Head of the City of Duncanville, Texas, in accordance with State Law.

SECTION 2. That this Resolution shall take effect on May 4, 2021.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 4th day of May, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
Consider a Resolution authorizing an Interlocal Purchase for Emergency Medical Billing and Collections Services from Emergicon LLC., through the City of Desoto RFP-FDA-2001-RFP, for pricing services, software and equipment for an estimated cost of $71,800.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Mike Ryan, EMS Division Chief
Shelia Baker, MPA, CPM, Purchasing Manager

BACKGROUND/HISTORY:
The Duncanville Fire Department has historically used a third-party vendor to handle the processing of all Emergency Medical Billing and Collection Services. The current Emergency Medical Billing and Collections Agreement expired on September 30, 2020. The Duncanville Fire Department is currently utilizing the current vendor on a month to month basis until a new Emergency Medical Billing and Collections Services contract is signed.

The Duncanville Fire Department will piggyback off the Emergency Medical Billing and Collections Services contract with Emergicon, LLC. through the City of DeSoto Interlocal Cooperative Agreement RFP-FDA-2001-RFP.

The services provided in this agreement are as follows:

1. labor, supervision, and equipment for emergency services billing and collection of transport and medical services fees (i.e. cardiac monitoring, drugs, etc.);
2. emergency medical services account management;
3. administration of rate allowances for Medicare and Medicaid;
4. electronic claim filing for Medicare, Medicaid, and Insurance Companies and
5. software, hardware, and wireless products to support Electronic Patient Care Reporting (ePCR) System. Under the terms of the contract, the City will pay Emergicon, LLC. an 8.0% commission fee for all net cash receipts (gross receipts less refunds, etc.). Net billable is the grand total billed (gross amount) less non-billables that cannot be collected such as incomplete bills, Medicare adjustments, Medicaid adjustments, Worker's Compensation adjustments, Tri-Care military adjustments and administrative adjustments. Net collection ratios can vary by each City based upon its mix of billable carrier or payment type profiles. The City's EMS paramedic crews will utilize specially designed tablet devices to record claims which are then transmitted through a third-party reporting system to Emergicon, LLC.

FINANCIAL IMPACT:

In FY2020, the City of Duncanville collected $842,559 in EMS billing revenue. When we subtract the 7.2% in collections fees ($60,664) by the current vendor, Duncanville received $781,895 in net revenue in FY2020. Under the terms of the attached agreement, the City will pay Emergicon, LLC, an 8.0% commission fee for all net cash receipts. Utilizing comparative data from the bid document and performance in like cities, it is projected that Emergicon will increase collections by 18%. The financial impact will be fluid based on the number and types of EMS responses during a fiscal year. The average of the City's last 3 fiscal years of EMS revenue plus the projected 18% increase is $897,600 minus the collection fee of 8% ($71,800), results in net revenues of $825,800.

POLICY EXPLANATION:
Emergency Medical Billing and Collection Services is available from Emergicon, LLC, through City of Desoto interlocal cooperative agreement RFP-FDA-2001-RFP. The contract covers the pricing, services, software, and equipment for an initial one-year term and will automatically renew for successive like terms with Emergicon LLC., of Forney, Texas.

Texas Local Government Code Section 271.102 provides for the voluntary participation in cooperative purchasing programs with another local government or a local cooperative and satisfies any state law requiring competitive bids.

FUNDING SOURCE:
The estimated commission expenses are $71,800 annually. $56,000 is allocated in the FY2021 General Fund (Advanced Life Support) budget. The remaining $15,800 in expenses will be offset by the increase in estimated EMS revenues.

Contract Log #:
1513

RECOMMENDATION:
Staff recommends approval of an Interlocal Purchase for Emergency Medical Billing and Collections Services from Emergicon LLC., through the City of Desoto RFP-FDA-2001-RFP, for pricing services, software and equipment for an estimated cost of $71,800.

ATTACHMENTS:
Attachment 1 - DeSoto Emergicon Contract - FDA-2001-RFP EMERGENCY MEDICAL SERVICES BILLING AND COLLECTION SERVICE
Attachment 2 - Resolution No. - 2021-030 - Emergicon Emergency Medical Billing and Collection Services Agreement
SAMS-Emergicon LLC-2021

STATE OF TEXAS §
§
§
§
COUNTY OF DALLAS §

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement for Specialized Professional Ambulance Billing Services (the "Agreement ") is made by and between the City of DeSoto (the "Client") and Emergicon, LLC, a Texas limited liability corporation ("Emergicon"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, without notice to Emergicon prior to the start date with the other person or entity. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, "Required Documentation" shall

consist of prehospital patient care reports (PCRs) (also referred to as "trip sheets" or "run reports"), medical necessity certification statements (PCSs or CMNs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as "assignment of benefits forms" or "signature forms"), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible Parties at industry-appropriate intervals

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law. Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept.

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies. Client bears the exclusive responsibility for the submission of such form and any fees that may be associated with the submission of such forms. However, the responsibility for actual submission and all fees associated with the forms shall be borne exclusively by Client and paid prior to submission of these forms by Emergicon. In the event that Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(d).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.

c. Negotiate any checks made payable to Client, though Emergicon may receive funds

as an agent of Client for transmittal to Client where permitted by Client;

d. Accept reassignment of any benefits payable to Client;

e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;

f. Obtain any prior authorizations on behalf of Client or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not in a position to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will, to the extent allowed by law, reimburse Emergicon, for any losses arising from billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be negligently incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other

state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to reimburse Emergicon, to the extent allowed by law, for any losses arising from Client's membership or subscription program in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS or CMN form on all trips where required by law and provide copies of all PCS or CMN forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days after the Client approval date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same, excluding Saturday, Sunday, and official government holidays.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person or position, or official designee, authorized to represent the business interests on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the Parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMSIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software "bridge" as mutually agreed upon by the Parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will defend and hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

   i. Any negligent acts or omissions resulting in claims or liabilities due to an incurable breach or violation of covenant, obligation, or agreement of Client set forth in this agreement and any incurable breach or inaccuracy of any of

the representations or warranties made by Client in this agreement or in performing its responsibilities under this agreement.

ii. Both Parties agree that defense of breach or violation of the agreement by Client under this Section 4(q) does not constitute the Client's incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County,* 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client's responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon ("Client-Provided Records"). Emergicon does not act as Client's records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon's possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon shall forward such requests to Client for disposition.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the per- copy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Client for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. However, provided that Client has no outstanding invoices due to Emergicon at the time of the request. within ninety (90) days of termination of the Agreement, for whatever cause, Emergicon will immediately return all original medical records to Client and shall provide to Client a digital copy all records related to Client. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after a 90 day close-out period following the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination and close-out of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either Party, upon

written notice to the other Party with thirty (30) days' notice and a 90-day close-out period to follow.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

i. If Client makes an assignment indicating Client financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other Party any such proceeding which remains un-dismissed, un-stayed, or the other Party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.

iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its Specialized Professional Services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs, or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10(a), below, for all revenues collected by Emergicon on Client's behalf and for all claims billed on Client's behalf pursuant to Paragraph 10(b), below, during the 90-day follow-up period set forth in Paragraph 7(d), above. After notice of termination is given, all Emergicon invoices are due and payable by Client within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding

the provisions of Paragraph 7(d), above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contractor, Zone Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name Client. Client authorizes Emergicon to endorse, deposit, and otherwise negotiate items as the client's representative and forward monthly to Client or deposit into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the Parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for

compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to eight percent (8.00%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee.

b. For all payers that prohibit percentage-based billing arrangements, such as Department of State Health Services' (DSHS') Children with Special Health Care Needs (CSHCN) Services Program, Client shall pay Emergicon a flat fee of $38 per trip, to be invoiced at the time of billing.

c. If Client instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

d. If Client allows Emergicon or places accounts with a 3rd party collection agency to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

e. The fees payable by Client to Emergicon shall be calculated and invoiced to Client on a periodic basis established by Emergicon in accordance with the receipts report generated by Emergicon.

f. Emergicon shall submit invoices to Client on a periodic basis established by Emergicon. Invoices are to be paid by Client within thirty-five (35) days of the invoice date. Emergicon reserves the right to add simple interest at the annual rate provided by the Prompt Payment Act to any fee where Emergicon has not received payment within thirty-five (35) days of the date of its invoice.

g. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless Emergicon bears responsibility for the overpayment or credit balance.

h. Beginning on the first of October of each fiscal year, the then current fee shall be

increased by the Employment Cost Index or, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Scientific and Technical Services published by the Bureau of Labor Statistics of the US Department of Labor for the twelve months ending the preceding year.

i. Client agrees to reimburse Emergicon for any and all sales tax liabilities that may arise as a result of this Agreement.

j. Client agree to reimburse $35 for any checks returned for insufficient funds as a result of this Agreement.

k. Emergicon agrees to notify client ninety (90) days in advance of any automatic price increase.

11. Indemnification and Insurance.

a. In addition to any specific provisions set forth in this Agreement, to the extent allowed by law, Client shall reimburse Emergicon and/or its employees, officers, directors and agents for any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees, including but not limited to incomplete or inaccurate patient care reports, improperly completed PCS forms, or other documentation issues that make it impossible for Emergicon to properly code and bill claims.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant, contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement, including but not limited to coding and billing of claims.

It is expressly agreed and understood by both parties that certain repayment or refund demands may be made by insurance payers that are not the result of negligence on the part of either party and therefore are not subject to indemnity as set forth in the paragraph 11. Specifically, there may be claims that are audited or reviewed and later determined not to be medically necessary, not to justify the level of care provided and/or billed, or otherwise down-coded to a lower level of service. In this situations, the parties will work together to respond to and appeal such denials, and if determined that repayment is in fact due after the exhaustion of such available appeals, the parties will pay their pro-rata share of refund based

EMERGICON AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CLIENT, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (TOGETHER, "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES")

ARISING OUT OF OR IN CONNECTION WITH (A) EMERGICON'S PERFORMANCE OF THIS AGREEMENT; (B) THE USE OF THE FACILITIES, OR ANY OTHER PREMISES OR ACCOUNT, IN CONNECTION WITH THIS AGREEMENT BY EMERGICON OR EMERGICON'S OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, MANAGERS, CONTRACTORS, SUBCONTRACTORS, ASSOCIATES, CONCESSIONAIRES, MEMBERS, PATRONS, CUSTOMERS, INVITEES, OR ANY PERSON FOR WHOM EMERGICON IS LIABLE ("EMERGICON PARTIES"), OR ANY OF THEM; (C) THE CONDUCT OF EMERGICON'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY EMERGICON TO BE DONE IN OR ABOUT ANY PREMISES WHERE THE WORK OR ANY PORTION THEREOF IS BEING PERFORMED; (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF EMERGICON'S OBLIGATIONS UNDER THIS AGREEMENT; (E) ANY MISREPRESENTATION OR BREACH OF WARRANTY BY EMERGICON UNDER THIS AGREEMENT; AND (F) WITHOUT LIMITING ANY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF EMERGICON OR ANY OF EMERGICON PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING DAMAGES CAUSED BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PERSONS.

WITH RESPECT TO EMERGICON'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION (a), EMERGICON SHALL HAVE NO DUTY TO INDEMNIFY AN INDEMNIFIED PERSON FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE INDEMNIFIED PERSON.

IF ANY OF THE INDEMNIFIED PERSONS SUFFER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF BOTH EMERGICON AND AN INDEMNIFIED PERSON, EMERGICON'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION (a) SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CLIENT AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CLIENT IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, EMERGICON SHALL BE REQUIRED, ON NOTICE FROM CLIENT, TO DEFEND SUCH ACTION OR PROCEEDINGS AT EMERGICON'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CLIENT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

a. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than $1,000,000. Client will be named as an additional insured under the policy and Emergicon shall provide proof of such coverage to Client upon

reasonable written request for same.

b. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon for any disputed billing performed by Emergicon on behalf of Client shall not exceed any amounts paid to Emergicon by Client under this Agreement.

c. Where any provision of this Agreement obligates either Party to defend, indemnify, hold harmless, and/or reimburse the other Party, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to that Party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other Party unless required to do so by law, regulation or subpoena. Emergicon acknowledges the Client requirements under the Public Information Act. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to reimburse Emergicon, to the extent allowed by law, for any and all claims, damages and losses caused by Client sending accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each Party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either Party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other Party within fifteen (15) days so the other Party may appropriately address the matter.

d. The Parties represent that they are not the subject of any actions or investigations

pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

15. Non-Engagement of Individuals on the OIG Exclusion List. The Parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The Parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: http://exclusions.oig.hhs.gov.

16. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either Party to act as general agent for the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

17. Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

18. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with the express written consent of the Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

19. Notices. Notices required to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party:

a. three days after mailing by the Party when notices are sent by First Class mail, postage prepaid;

b. upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

If intended for the City:

City of DeSoto
Attn: Purchasing & Contracting Dept.
211 East Pleasant Run Road
DeSoto, Texas 75115
Phone: 972-275-9687
Fax: 972-230-5823

With Copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Avenue
500 North Akard
Dallas, Texas 75201
Phone: 214-965-9900

If intended for Client:

Emergicon, LLC
PO Box 180446
Dallas, TX 75218
Phone: 972-602-2060
Fax: 469 602-5542

20. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon without compensation to Emergicon of a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization without compensation to

Emergicon equivalent to two times the annual average of fees during the term of this agreement as paid to Emergicon for these services. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

21. Governing Law and Forum Selection Clause. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

22. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

23. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

24. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

25. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

27. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

28. Recitals. The recitals to this Agreement are incorporated herein.

29. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

30. Conflicts of Interests. Special Assessor represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

(signature page to follow)

EXECUTED this 29th day of September, 2020.

City of DeSoto

By: _____
Brandon Wright, City Manager

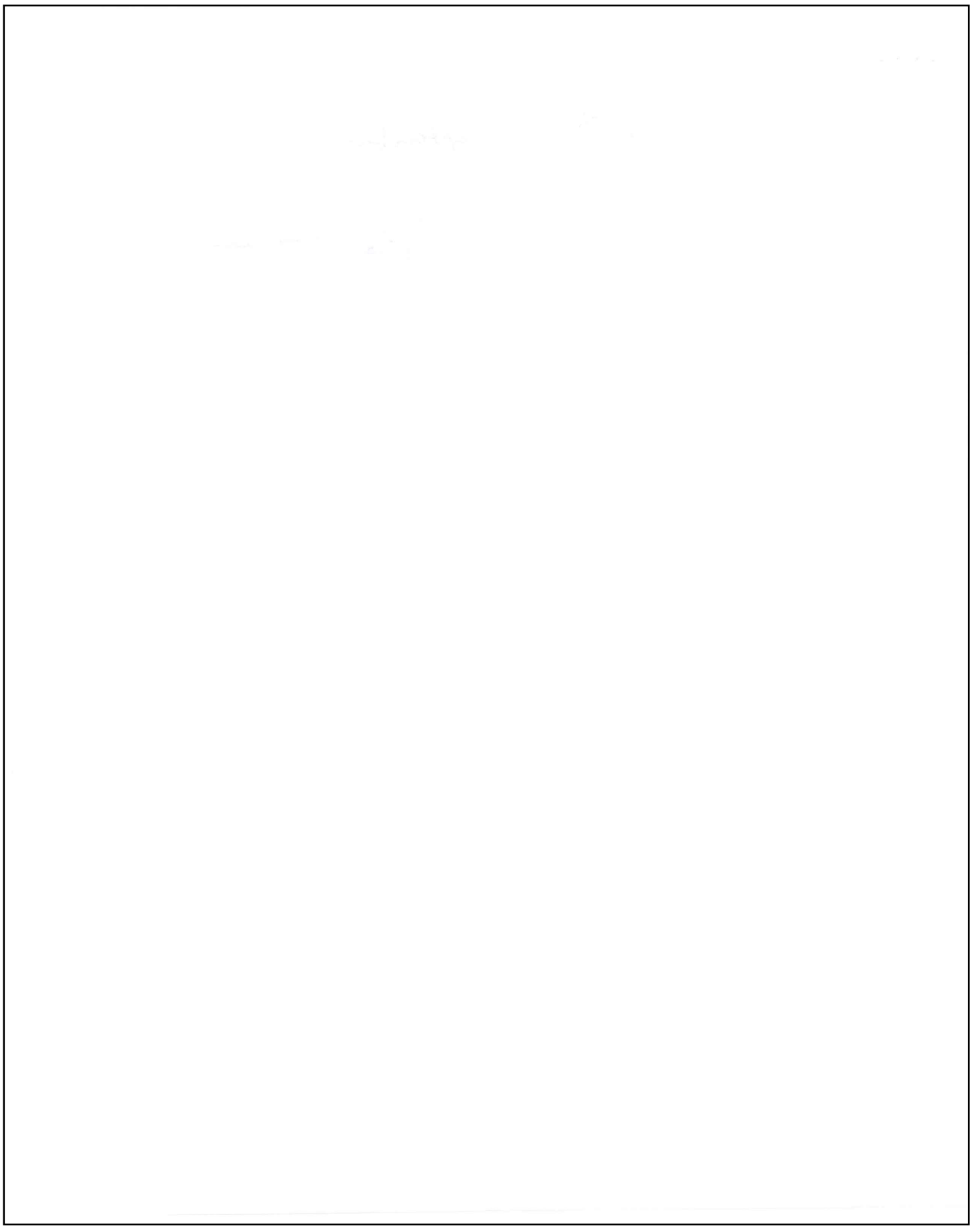
Approved as to form:

By: _____
Joseph J. Gorfida, Jr.
(08-07-2020:REDLINE TM 117191)

EXECUTED this _____ day of _____, 2020.

Emergicon, LLC

By: _____
Name: Christopher Turner
Title: President & CEO



ADDENDUM A – HARDWARE/SOFTWARE PURCHASE

This Addendum A (this "**Addendum**") is entered into by and between Emergicon, LLC, a Texas limited liability company ("**Emergicon**") and City of DeSoto ("**Client**"), dated _____ and is subject to the terms and conditions of that certain Agreement for Specialized Professional Ambulance Billing Services by and between Emergicon and Client, dated _____ (the "**Services Agreement**"). Capitalized terms used herein and undefined have the meaning given to such terms in the Services Agreement. In furtherance of each party's rights and obligations under the Services Agreement, and in order to perform sufficiently thereunder, Emergicon agrees to purchase, for and on behalf of Client, the software (the "**Software**") and the hardware (the "**Hardware**") set forth in Section 1 below from Health EMS ("**Health EMS**") and enter into a Software License Agreement (the "**Software License Agreement**") with Heath EMS for the benefit of Client.

Section 1. **Hardware and Software Description and Fees**.

(a)

stryker

HealthEMS® ePCR *Prepared By: Ryan Robbins*

Schedule A

Prepared For: City of DeSoto EMS

Pricing Valid Through: *09/30/20*

Term: *60 Months*

Annual Incidents: *6,700*

HealthEMS Subscription Fees - ePCR ONLY

HealthEMS Components	Total
ePCR	$ 745
Fire	$ -
RevNet	$ -
Total Subscribed Monthly Fees	**$ 745**
Net Monthly Subscription	**$ 745**

Period	Monthly	Annual
Year 1	$ 745	$ 8,940
Year 2	$ 782	$ 9,384
Year 3	$ 821	$ 9,852
Year 4	$ 862	$ 10,344
Year 5	$ 905	$ 10,860
Total Subscription Fees		**$ 49,380**

Optional Extension Transaction Fees *Unit prices are subject to change with 30 days notice*

Description		UM	Price/Unit [2]
HealthEMS SanFax Transaction Fees - Only Charged if Fax Service is Used	*Minimum Fee is $50/month*	Page	$0.06

(b)

Item Code	Description	Condition	Quantity	Price	Total
CF-20G5-00VM	Public Sector Specific - Premium, Win10 Pro, Intel Core i5-7Y57 1.20GHZ, vPro, 10.1"" WUXGA 10-pt Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel Wi-Fi A/B/G/N/AC, TPM 2.0, Bluetooth, Dual Pass (CH1:WWAN/CH2:WWAN-GPS), 2D Bar Laser (N6603), 4G LTE-Advanced Multi Carrier (EM7455), Infrared Webcam, 6MP Cam, Bridge Battery, Emissive Backlit Keyboard, No Energy Star / EPEAT, 3 Year Panasonic Warranty, Flat, 3 Year ProService Premier Deployment Service, Laptop ProPlus Warranty, and 256 SSD no return service	NEW	9	3,369.00	30,321.00
CF-SVCBATSW4Y	4 YEAR SMART BATTERY WARRANTY WITH SMART SERVICE LITE FOR WINDOWS TOUGHBOOKS AND TOUGHPADS PRIMARY BATTERY. ELIGIBLE MODELS INCLUDE CF-33, CF-54, FZ-G1, FZ-M1, AND REQUIRES INSTALLATION OF SMART BATTERY LITE MONITORING SOFTWARE.	NEW	18	167.00	3,006.00
CF-SVCPSY4	4th year Public Safety Service Bundle Add on (Year 4 only) Must be purchased in conjunction with PS bundle base unit Includes Premier Protection Plus Customer Portal Disk Image Management HDD No Return	NEW	9	348.00	3,132.00
CF-VZSU0QW	Battery for CF-20 Mk1, Mk2 and FZ-A1. For the CF-20, can be used as a replacement for the battery in the tablet or as an optional second battery in the keyboard (Minimum Order Quantity 10)	NEW	9	130.00	1,170.00
GJ-20LVD2L	Gamber-Johnson LAPTOP 2 in 1 VEHICLE DOCK (DUAL PASS) for the Panasonic CF-20 with LIND POWER supply, USB 3.0 (2), Serial, Ethernet, HDMI, VGA, Antenna switch, Power input, docking connector cover, docking release lever, Lock (Keyed alike), Lind 90W power supply. Mount in Tablet or Laptop position.	NEW	9	939.00	8,451.00
				Freight	$471.00
				Tax	$0.00
				Total	$46,551.00

(c) The aggregate start-up fees for all Software listed in Section 1(a) and the aggregate purchase price of all Hardware listed in Section 1(b), together with any applicable taxes and less any discounts, is $46,551.00 Hardware, $8,940.00 Software (the "**Purchase Price**").

Section 2. **Recurring License Fees Reimbursement**. Emergicon will pay any recurring fees associated with the software license as they become due ("**Recurring License Fees**").

Section 3. **Termination of Services Agreement**. If the Services Agreement is terminated for any reason within the first twelve months, full repayment of the Purchase Price, all Recurring License Fees for the then-current annual term of the Software License Agreement, and any other reimbursement or fee owed to Emergicon will be paid by Client within fifteen (15) days of termination of the Services Agreement. For the avoidance of doubt, Client will continue to reimburse Emergicon for any fees owed to Health EMS by Emergicon which are the subject of this Addendum until the Software License Agreement, or any other agreement related to the subject herein, have been terminated and paid in full.

Section 4. **Limited Liability and Disclaimer of Warranties**.

(a) IT IS UNDERSTOOD THAT EMERGICON IS ACTING ON BEHALF OF CLIENT TO PURCHASE THE HARDWARE AND SOFTWARE FROM, AND ENTER INTO A SOFTWARE LICENSE AGREEMENT WITH, A THIRD PARTY AND, THEREFORE, EMERGICON WILL, IN NO EVENT, BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, ATTORNEY'S FEES, OR OTHER

LIABILITIES, INCLUDING WITHOUT LIMITATION: (I) DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; (II) LOST PROFITS, LOST REVENUE, OR LOSSES OR DAMAGES FROM BUSINESS DISRUPTION; (III) COMPLIANCE FAILURES OR DAMAGE TO SYSTEMS OR DATA (INCLUDING THE COST OF RECOVERING SUCH SYSTEMS OR DATA); OR (IV) COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES (COLLECTIVELY, "LOSSES"), REGARDLESS OF HOW SUCH LOSSES CAME TO BE AND REGARDLESS OF WHETHER EMERGICON KNEW OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH LOSSES, ARISING FROM OR IN ANY WAY RELATED TO THE HARDWARE OR SOFTWARE.

(b) IT IS FURTHER UNDERSTOOD THAT EMERGICON MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE HARDWARE OR SOFTWARE, INCLUDING ANY: (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER OR NOT SUCH WARRANTY IS EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date written below.

EMERGICON L.L.C.

NAME: Christopher Turner, MHA

TITLE: President and CEO

DATE: 9/24/2020

City of DeSoto, Texas

NAME: Brandon Wright

TITLE: City Manager

DATE: 9.29.2020

- Signature Page to Addendum A -

Business Associate Agreement
Between
City of DeSoto, Texas
and Emergicon, LLC

This Business Associate Agreement ("Agreement") between City of DeSoto, Texas and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of City of DeSoto, Texas in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

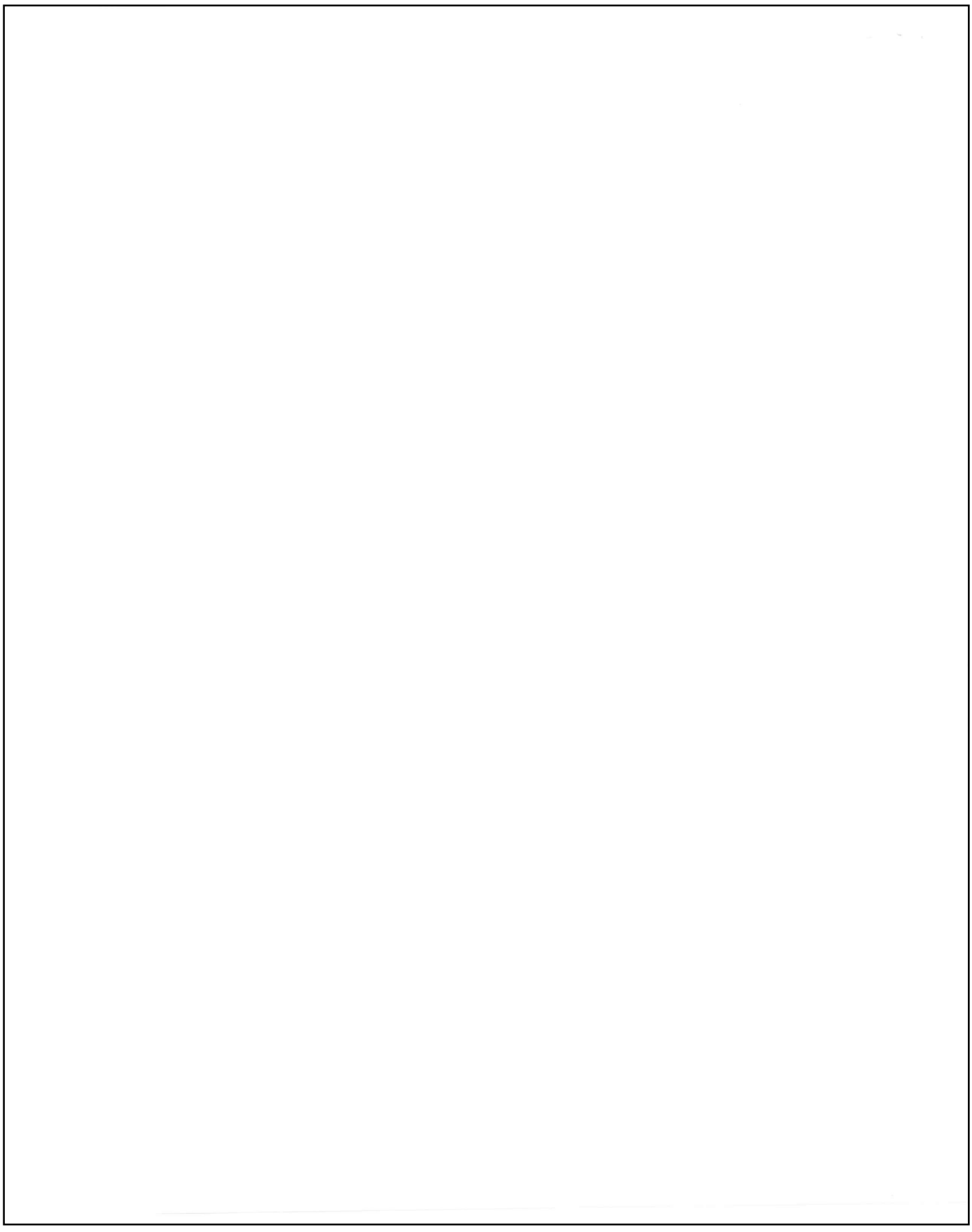
Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e- PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to City of DeSoto, Texas any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to City of DeSoto, Texas without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;



5. Make PHI in a designated record set available to City of DeSoto, Texas and to an individual who has a right of access in a manner that satisfies City of DeSoto, Texas's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by City of DeSoto, Texas, or take other measures necessary to satisfy City of DeSoto, Texas's obligations under 45 CFR §164.526;

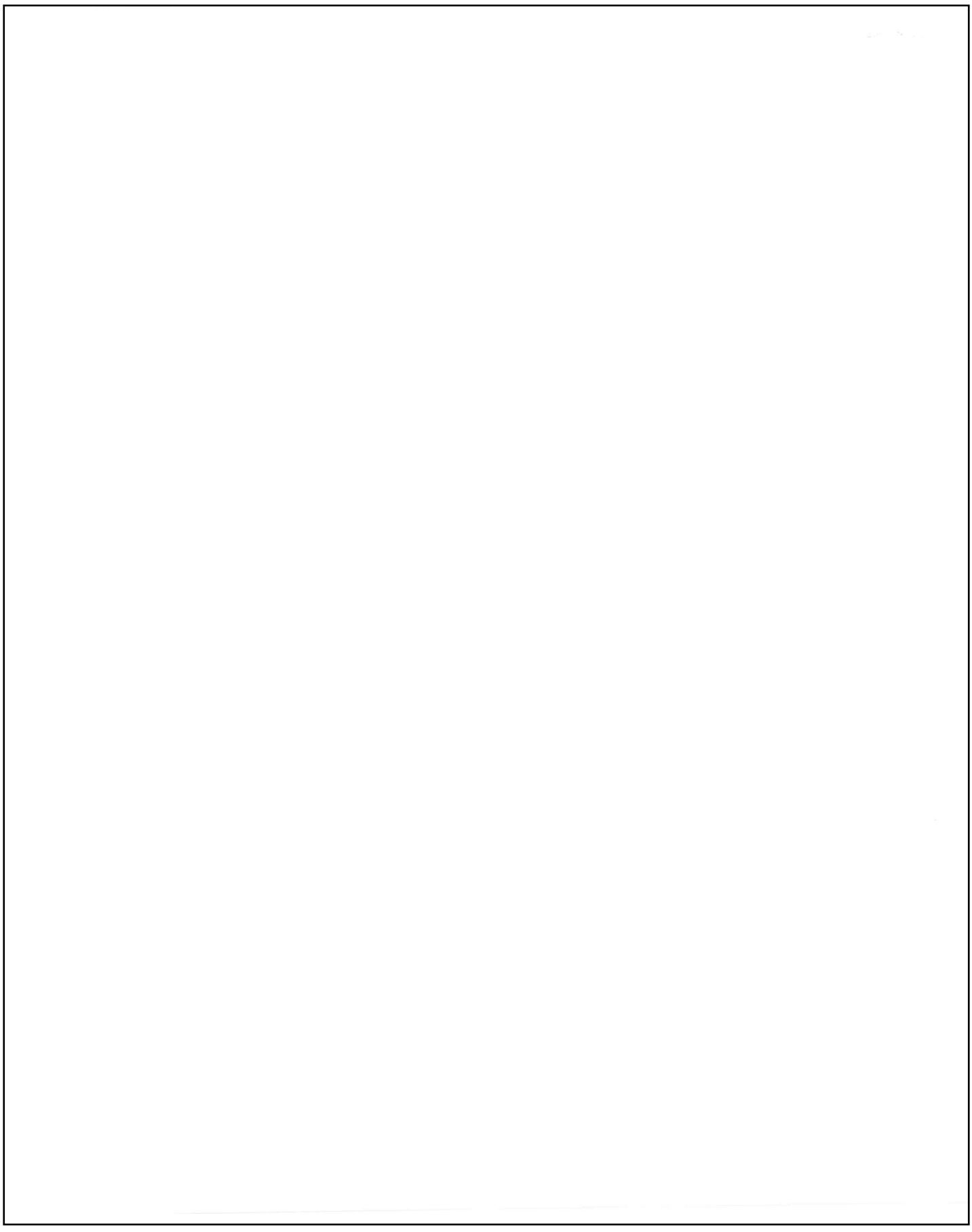
7. Maintain and make available information required to provide an accounting of disclosures to City of DeSoto, Texas or an individual who has a right to an accounting within 60 days and as necessary to satisfy City of DeSoto, Texas's obligations under 45 CFR §164.528;

8. To the extent that Emergicon, LLC is to carry out any of City of DeSoto, Texas's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to City of DeSoto, Texas when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of City of DeSoto, Texas, available to the Secretary of the of Health and Human Services for purposes of determining Emergicon, LLC and City of DeSoto, Texas's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if City of DeSoto, Texas notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that City of DeSoto, Texas has agreed to or is required to abide by under 45 CFR §164.522; and

11. If City of DeSoto, Texas is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon, LLC agrees to assist City of DeSoto, Texas in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of City of DeSoto, Texas's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of City of DeSoto, Texas agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting City of DeSoto, Texas of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to City of DeSoto, Texas of any threat of identity theft as a result of the incident.



C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of City of DeSoto, Texas include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by City of DeSoto, Texas to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by City of DeSoto, Texas to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of City of DeSoto, Texas.

D. Termination

1. City of DeSoto, Texas may terminate this Agreement if City of DeSoto, Texas determines that Emergicon, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to City of DeSoto, Texas or destroy all PHI received from City of DeSoto, Texas, or created, maintained, or received by Emergicon, LLC on behalf of City of DeSoto, Texas that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

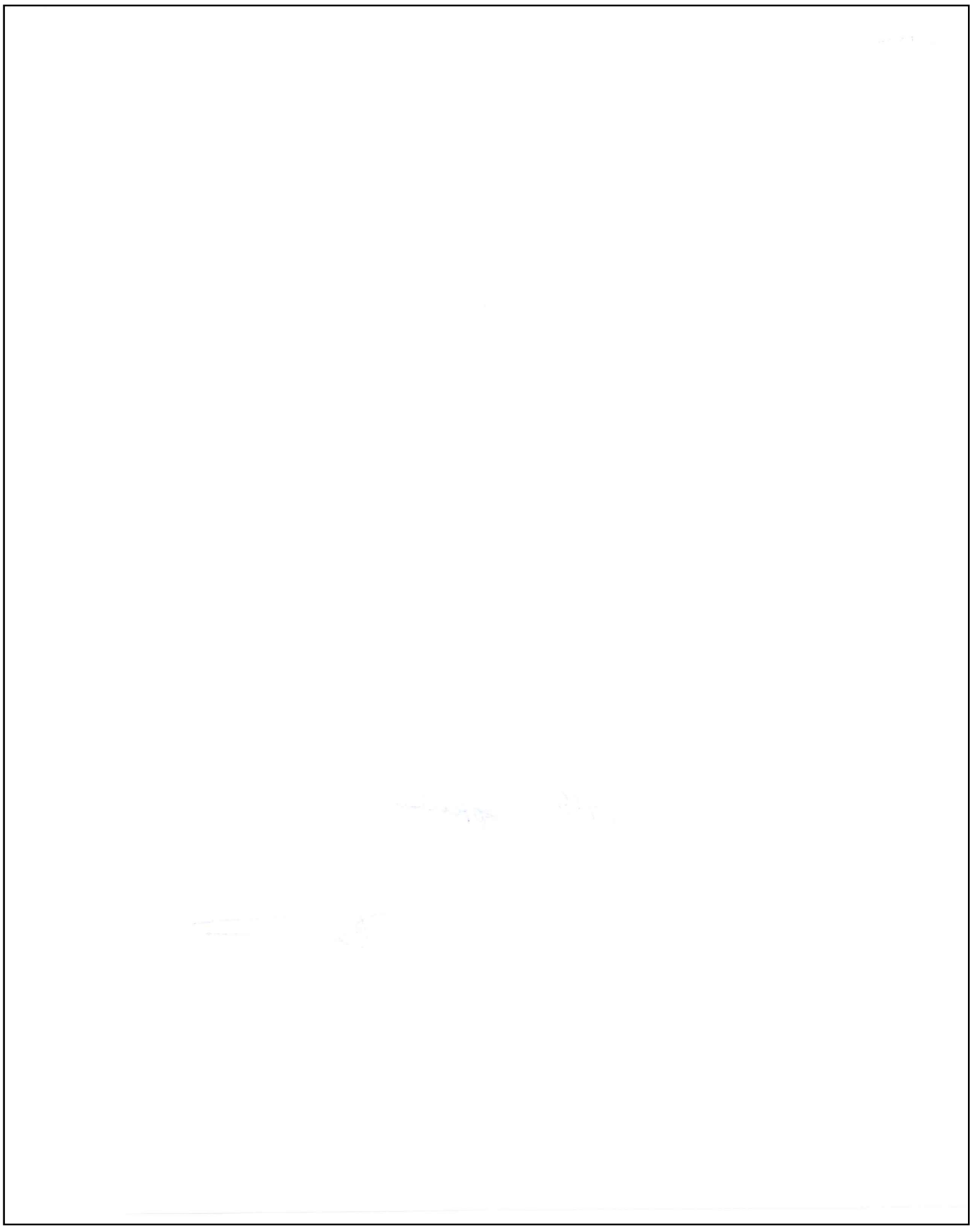
Agreed to this 29th day of September, 2020

Emergicon, L.L.C.

Signature: _____

City of DeSoto, Texas

Signature: _____



stryker

HealthEMS® ePCR

Prepared By: Ryan Robbins

Schedule A

Prepared For: City of DeSoto EMS

Pricing Valid Through: *12/09/20*

Term: *60 Months*

Annual Incidents: *6,700*

HealthEMS Subscription Fees - ePCR ONLY

HealthEMS Components	Total
ePCR	$ 745
Fire	$ -
RevNet	$ -
Total Subscribed Monthly Fees	**$ 745**
Net Monthly Subscription	**$ 745**

Period	Monthly	Annual
Year 1	$ 745	$ 8,940
Year 2	$ 782	$ 9,384
Year 3	$ 821	$ 9,852
Year 4	$ 862	$ 10,344
Year 5	$ 905	$ 10,860
Total Subscription Fees		**$ 49,380**

Optional Extension Transaction Fees *Unit prices are subject to change with 30 days notice*

Description		UM	Price/Unit [2]
HealthEMS SanFax Transaction Fees - Only Charged if Fax Service is Used	*Minimum Fee is $50/month*	Page	$0.06

One-Time Activation Fee - ePCR ONLY

Includes System setup and configuration	N/A

The undersigned agrees to pricing terms identified above. This Schedule A forms part of the Subscription Agreement and pricing is based on acceptance of the standard Subscription Agreement. Professional Services for Training & Implementation will be provided under separate proposal.

Please provide a company issued Purchase Order that includes the Billing and Shipping Address.
PO must reference payment terms of Net 30 days. **- OR -**

Required information if no Purchase Order is provided

Billing address:
Emergicon LLC
Account name
98 State Hwy 205
Address
Terrell
City
TX — State
75160 — Zip code

Shipping address: ☐ Same as billing
City of Desoto
Account name
211 East Pleasant Run Road
Address
Desoto
City
TX — State
75115 — Zip code

Accounts payable contact information
Maressa Strong
Name
accounting@emergicon.com
Email
972-602-2060
Contact phone number

Customer is tax exempt: ☐ Yes ☒ No

Authorized customer signature
Matthew Ballard
Name
Accounting Manager
Title
Matthew Ballard
Signature
09/24/2020
Date

Stryker PCDS Authorized Signature

Name
Title
Signature
Start Date of Plan

stryker

Professional Services Engagement

City of DeSoto EMS
Proposal Expires: *12/09/20*

Training Package- Standard ePCR
Implementation uses a "Train the Trainer" approach consisting primarily of web-based sessions with a dedicated Project Manager. Training is designed to transfer knowledge to promote utilization, a high degree of self-sufficiency, and long term success. Self-help educational resources including training videos, checklists, white papers, and a knowledge base are available as resources.

Professional Services Fee Schedule [1)]

Description	UP	UM	Qty	Extended
Professional Services: Web-Based		Hour	24	N/A
Professional Services: OnSite (Customer Location)		Day	0	N/A
OnSite Travel Expenses - Air *2 Days of Consulting, 1 Staff Member*		Trip	0	N/A
Total Consulting Fees (estimated)				

[1)] *Fees are estimated; actual charges will be billed based upon hours consumed during engagement. PCDS will notify and obtain approval from customer for any costs in excess of 10% of proposed amounts.*

Please refer to Subscription Agreement for payment terms and conditions; sign below to indicate acceptance of engagement.

Customer

Matthew Ballard 09/24/2020
Authorized Customer Signature / Date

Matthew Ballard Accounting Manager
Printed Name / Title

Stryker

PCDS Authorized Signature

Click **HERE** for Stryker Software Hosting Agreement

Click **HERE** for Stryker Business Associate Agreement

Software Hosting

STRYKER CORPORATION

SOFTWARE AND HOSTING TERMS AND CONDITIONS ("SOFTWARE AND HOSTING TERMS")

CUSTOMER AGREES THAT BY PLACING AN ORDER FOR STRYKER SOFTWARE OR HOSTING SERVICES THAT CUSTOMER AGREES TO BE BOUND BY THESE SOFTWARE AND HOSTING TERMS. PLEASE READ THESE SOFTWARE AND HOSTING TERMS CAREFULLY BEFORE INSTALLING, ACTIVATING OR OTHERWISE ACCESSING OR USING ANY STRYKER SOFTWARE OR HOSTING SERVICES, OR ANY SOFTWARE OR SERVICES ACCESSIBLE BY USING ANY STRYKER SOFTWARE OR HOSTING SERVICES. IF YOU ARE PLACING AN ORDER ON BEHALF OF CUSTOMER, YOU REPRESENT AND WARRANT TO STRYKER THAT YOU ARE DULY AUTHORIZED TO AGREE TO THESE SOFTWARE AND HOSTING TERMS ON BEHALF OF CUSTOMER. IF CUSTOMER DOES NOT AGREE TO THESE SOFTWARE TERMS, CUSTOMER MAY NOT INSTALL, ACTIVATE OR OTHERWISE ACCESS OR USE STRYKER SOFTWARE OR HOSTING SERVICES, OR ANY SOFTWARE OR SERVICES ACCESSIBLE BY USING THE STRYKER SOFTWARE OR HOSTING SERVICES.

1. **DEFINITIONS**

Agreement means the Ordering Document that references or is otherwise subject to these Software and Hosting Terms, together with these Software and Hosting Terms and the applicable Product Addendum.

Customer-Hosted Software means Stryker Software that Customer hosts on Customer's own equipment or that is separately installed on Equipment in accordance with this Agreement.

Equipment means instruments, tablets or other computing devices, printers, peripherals and spare parts that are provided to Customer by Stryker under a separate Ordering Document.

Hosting Services means data hosting and storage services that Stryker makes available to Customer, as described in the Product Addendum and set forth in the applicable Ordering Document, and any Updates thereto.

Ordering Document means a final quote and/or order for products and/or services as agreed to between Stryker and Customer including the applicable Terms and Conditions set forth at https://www.strykeremergencycare.com/terms.

Other Components mean applications and software, including open source software, and services that are licensed or provided by entities or individuals other than Stryker, as may be detailed in the Product Addendum or the Product Documentation.

Party means Stryker or Customer individually, and **Parties** mean Stryker and Customer collectively.

Permitted Facility means the specific facility at the specific address set forth in the Ordering Document or Product Addendum, as applicable.

Product means, for the purposes of the Software and Hosting Terms, Stryker Software or Hosting Services.

Product Addendum means the then-current additional terms and conditions applicable to a specific Product as referenced in the Ordering Document or otherwise provided by Stryker.

Product Documentation means the then-current operational materials and documentation provided by Stryker relating to a Product.

Service Term means the subscription, support or hosting services period set forth in the Product Addendum or the Ordering Document, unless terminated earlier or extended in accordance with the terms of this Agreement.

Stryker means the Stryker company or division referred to in the Ordering Document.

Stryker-Hosted Software means Stryker Software that is hosted by Stryker or its hosting provider and made available to Customer as a service via a Customer-provided internet connection.

Stryker Software means firmware, software, web-based or mobile applications or data compilations, and any services that are accessible through the foregoing, that are proprietary to Stryker, as described in the Product Addendum and set forth in the applicable Ordering Document, and any Updates thereto. Stryker Software does not include any open source or third-party licensed software, which are subject to the terms and conditions set out in the relevant open source or third-party license as set forth herein.

Update means corrections, updates, upgrades or enhancements to Stryker Software or Hosting Services, as applicable, as made available to Customer by Stryker for use by Customer under this Agreement.

User means any employee, contractor or representative of Customer that Customer has authorized to access and/or use a Product. Any installation, activation, access or use by or on behalf of Customer, or that occurs when the Product is in Customer's or a User's possession or control, is considered to have been performed by Customer. Users may only use and access the Products at and for the Permitted Facilities.

2. **USE RIGHTS**

Subject to the terms of this Agreement, Stryker grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to allow Users to use Stryker Software and Hosting Services for internal business purposes as set forth in the Product Documentation. Stryker Software is licensed in read-access, object code form only. Product Documentation only may be used in connection with the specific Product with which it relates, and for no other purpose. In addition, unless otherwise set forth in the Product Addendum (for the avoidance of doubt, more than one category may apply to a Product):

- For Stryker-Hosted Software and Hosting Services, Customer may only connect to the Stryker Software using authorized websites, mobile applications and/or software ("**Authorized Connections**") as set forth in the Product Documentation and for use for the Permitted Facilities.
- For Customer-Hosted Software, Customer may make one copy of the Stryker Software to operate on one computer or device, and one copy for backup or archival purposes and NOT for use in production on one computer or device, as set forth in the Product Documentation, and for each copy at a single location at a Permitted Facility in the United States.

Customer must register, set up, and always keep accurate and complete, an authorized account with passwords, authentication keys, or security credentials that enable Users access to the Products ("**Login Credentials**"). Customer and User's must maintain the confidentiality and security of allLogin Credentials, and Customer responsible for any consequences that may result from the improper disclosure or use

of any such Login Credentials. If Customer or any User believes an account has been compromised, including any unauthorized access to or use or disclosure of any Login Credentials, Customer must notify Stryker immediately. As part of any registration or set up process, Stryker may request registration-related information, including a User's name and e-mail address. By providing this information, Customer consents, and is responsible for obtaining all User consent, to its collection and use by Stryker. Customer is responsible for all acts and omissions of Users, and for ensuring the compliance by all Users with all terms of this Agreement.

If Customer is aware of any violation by a User, Customer immediately must notify Stryker and suspend that User's access to the Products. Customer is responsible and liable for all acts and omissions by Users or by any other individual or entity to whom Customer or any User provides or allows access, or that accesses the Products through the Login Credentials. Stryker reserves the right to refuse service, terminate accounts, remove or edit content, or cancel logins in its sole and absolute discretion. The Products do not include network equipment or internet connection. Customer is responsible for obtaining equipment, software, supplies and connections sufficient to access and use the Products, and Customer is solely responsible for payment of any third-party fees associated therewith, including internet service-provider charges. Use of the Products may be limited or restricted depending on the capabilities, bandwidth or technical limitations of User's connection and service. The provision, quality and security of such connectivity are the responsibility of Customer and the party providing such service to Customer, not Stryker. If a Product has remote access capabilities, Customer hereby agrees to make systems available for remote support and consents to Stryker or Stryker's agents connecting through the internet for remote diagnostic, update, upgrade, and repair purposes.

The Products and the Product Documentation, including all Updates and modifications, enhancements, changes and additions thereto, are the proprietary and confidential property of Stryker or its licensors. Stryker hereby owns (and Customer hereby assigns and will cause all Users to assign to Stryker) all title, copyright, and other worldwide intellectual property rights in the Products and Product Documentation, including all Updates and all modifications, enhancements, changes and additions thereto, and all copies thereof. This Agreement does not grant Customer or any User any rights to trademarks or service marks of Stryker, nor any rights or licenses under any of Stryker's patents or other intellectual property rights except as expressly granted herein. Customer must not remove, alter, or obscure any proprietary notices contained on or within the Products or the Product Documentation and will reproduce such notices on any back-up copy of the Products or Product Documentation. This is not a sale, and Stryker hereby reserves all rights to the Products and Product Documentation, except for the rights expressly granted herein. No other right or authorization is granted, by implication, reliance or otherwise. Without limiting the foregoing, no right is granted or implied, and Customer is not authorized, to use any Product in combination with any product or method not specifically permitted by Stryker.

3. **RESTRICTIONS**

Customer may not, and will not allow any third party to, do any of the following: (a) access or attempt to access any other Stryker systems, programs, services or data that are not made available for Customer's use; (b) unless expressly permitted in the Production Documentation, copy, reproduce, alter, merge, modify, adapt, create derivatives of, translate, republish, upload, post, transmit, resell or distribute in any way the Products or any Product Documentation; (c) decompile, reverse engineer, disassemble, or otherwise reduce Stryker Software to a human perceivable form or to derive the underlying ideas, algorithms, structure or organization from any Product, except to the extent permitted by applicable Law; (d) permit any third party to benefit from the use or functionality of any Product via a rental, lease, timesharing, service

bureau, or other arrangement; (e) sublicense, sell or transfer any of the rights granted to Customer unless approved in writing by Stryker; (f) breach, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in any Product, including any mechanism used to restrict or control the functionality of Stryker Software, or enable features or functionalities that are otherwise disabled or not purchased by Customer; (g) perform or attempt to perform any actions that would interfere with the proper working of a Product; or (h) use a Product in or for any manner or purpose that infringes, misappropriates, or otherwise violates any right of any third party or that violates any applicable Law. Customer will, and will ensure that Users will, always use Stryker Software in compliance with this Agreement and the Product Documentation. Customer will indemnify Stryker and hold Stryker harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Stryker suffers or incurs by reason of any such unintended use.

For Stryker-Hosted Software, the Hosting Services or any Stryker Software that is connected to a Stryker system hosted by Stryker, Customer will not, and will ensure that Users do not:

- perform, attempt to perform, or assist others in performing any of the following while accessing or using a Product: (i) use, display, mirror, or frame the Product or any individual element within the Product, including the design of any page; (ii) try to gain unauthorized access to, test the vulnerability of, or disrupt any Product, any other service, device, data, account, or network, including Stryker systems or systems of Stryker providers; or (iii) access any Product through the use of any mechanism other than through the use of an Authorized Connection.
- (i) upload any content that contains software viruses or is designed to interrupt, destroy, or limit the functionality of any software, equipment or services, or that contains other harmful, disruptive, or destructive files or content; (ii) use or attempt to use another User's account without authorization, or impersonate any person or entity; or (iii) use any Product in any manner that, in Stryker's sole discretion, is objectionable or restricts or inhibits any other person or entity from using or enjoying a Product, or which may expose Stryker or any third party to any harm or liability of any type.

If a Product is considered a medical device by the U.S. Food and Drug Administration ("**FDA**"), additional terms may be applicable as set forth in the Product Addendum. Unless a Product Addendum expressly sets forth otherwise, no data generated, hosted or stored by or through a Product or Stryker is or should be considered an electronic medical record. Customer is responsible for printing or storing any data as may be necessary or appropriate to include in any medical record maintained by Customer.

Use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraph (b) of FAR 52.227-19, Commercial Computer Software License. A Product may contain applications and software, including open source software, and services that are licensed or provided by entities or individuals other than Stryker as detailed in the Product Addendum or the Product Documentation ("**Other Components**"). Other Components are subject to the terms and conditions of the applicable license agreement that accompanies or applies to such Other Components. Customer will use the Other Components solely in conjunction with a Product and Customer will have no broader use rights with respect to the Other Components than it has to the Product.

4. **UPDATES; OTHER SERVICES**

From time to time, Stryker may provide Updates, including for purposes of error correction and improvement of functions. Updates may delete or change the nature of features or other aspects of a Product. Customer acknowledges and agrees that Updates are made at Stryker's sole discretion and that Stryker may condition

continued use of a Product upon Customer's complete installation, use or acceptance of an Update. Any Updates will be deemed to be, and will constitute part of, a Product. Customer agrees and consents to install and use any Update if required by Stryker. The Product may require the purchase of an annual maintenance subscription for ongoing training, support, and upgrades, which will be governed by separate terms and conditions.

If Stryker makes a material change to a Product, Stryker will use reasonable efforts to notify Customer prior to the effective date of that change. If any changes are made to a Product by or on behalf of Customer or a User, permitted or otherwise, Customer will promptly notify Stryker thereof and all intellectual property and other rights in such additions or changes will be exclusively owned by Stryker. Customer will timely execute any documents reasonably requested by Stryker to vest in Stryker all rights in and to those changes.

5. **USER RESPONSIBILITIES**

Customer acknowledges that Customer and Users, acting through licensed medical doctors or other licensed health care professionals who are employed by or otherwise associated with Customer, will be the provider of medical and other health services to patients relating to the review, analysis, and interpretation of any medical data or any related health care services provided to patients based on such review, analysis, and interpretation in connection with any Product or services provided as part of or through any Product. Customer acknowledges and agrees that Stryker is not a provider or supplier of any health-care services and that Stryker will not be deemed to be furnishing any patient health-care services by virtue of providing any Product or in connection with this Agreement. Except as expressly set forth in this Agreement, Customer agrees to reimburse Stryker for and hold Stryker harmless from, any consequences, directly or indirectly, related to any misuse or interpretation of any Product or any other information provided or omitted in connection therewith.

Customer must comply with, and is solely responsible for complying with, all applicable laws, regulatory requirements and rules ("**Laws**") relating to the use of a Product, including Laws in the jurisdiction(s) where a Product is used or accessed. Customer acknowledges Customer's obligation to inform Users of warnings, instructions, notices and other materials regarding proper use of a Product.

Customer retains all rights to the content Customer or a User upload, store, share, send, or display to or via a Product ("**Customer's Content**") subject to the provisions in this Agreement. Customer is solely responsible for ensuring that each Product and its security are appropriate for Customer's intended use. Customer is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Customer's Content. Those steps may include (a) controlling access Customer provides to Users, (b) making appropriate configurations, (c) ensuring the security of Customer's Content while it is in transit, (d) using encryption technology to protect Customer's Content, and (e) backing up Customer's Content. Customer is responsible for providing any necessary notices to Users and obtaining any legally required consents from Users regarding their use of the Products. Customer represents and warrants that Customer has the rights to provide Customer's Content to Stryker and to direct and authorize Stryker to use and disclose Customer's Content as contemplated in this Agreement. For Hosting Services, Customer hereby consents to Stryker's hosting and processing of Customer's Content and other related information, including at locations of Stryker and its third-party infrastructure and cloud providers.

Customer agrees to assist Stryker in any implementation process. Customer agrees to have all equipment, connections and facilities prepared and ready for implementation in accordance with the mutually agreed upon schedule. Customer will be responsible for taking all necessary actions prior to Stryker performing the installation/services to

remove and/or remediate any hazardous conditions or materials. Further, Customer will maintain an environment that complies with the Product Documentation and will use all Products in accordance with this Agreement and the Product Documentation. Customer is responsible for all hardware, operating systems, network setup, network maintenance and setup required in the support of a Product. Customer may be required to grant Stryker certain limited access rights to Customer's systems or resources in order that Stryker may render services. Customer is responsible for ensuring that Customer's personnel have sufficient training to attain and maintain competence in the operation of a Product.

Should Customer return a Product, sell or otherwise transfer a Product, or if this Agreement or a Service Term is terminated, if requested by Stryker, Customer will uninstall or cease use of Stryker Software and delete (directly or hereby allows Stryker to delete) any and all accounts Customer may have established for the Product or that are accessible through the Product. If Customer resells or transfer any Product to other hospitals, clinics, wholesalers, dealers or any other third parties, Customer will notify Stryker in advance. Unless Stryker and the successor owner or transferee enter into a separate agreement for the use of or access to a Product (including the use of any Stryker Software or Hosting Services), all representations and warranties with respect to such Product are null and void and Stryker will have no further obligations or liability with respect to the Product or any component thereof.

During the Service Term, and for four years thereafter, both Parties will comply with all applicable requirements of 42 CFR Section 420.302, including: (a) retaining required documents, and (b) giving the U.S. Comptroller General, HHS, and their duly authorized representatives access to its contract, books, documents, and records related to the sale under this Agreement and those of any organizations related to the Parties.

Customer agrees that Stryker or its agents or representatives may audit Customer's use of a Product for compliance with these Software and Hosting Terms at any time. If such audit reveals any use other than in full compliance with the terms of this Agreement, Customer will reimburse Stryker for all reasonable expenses related to such audit in addition to any other liabilities incurred as a result of such non-compliance. Stryker has the right to investigate violations of this Agreement and any conduct that affects any Product and, in response, may take any action Stryker may deem appropriate.

6. **INFRINGEMENT**

Stryker will defend Customer against any action by a third party against Customer to the extent based on a claim that Stryker Software infringes a United States patent, copyright or trade secret of such third party during the Service Term applicable to such Stryker Software ("**Infringement Claim**"), and Stryker will indemnify Customer against all direct losses it suffers by reason of settlements to which Stryker has agreed and all final, non-appealable judgments awarded against Customer to the extent arising out of any Infringement Claim, provided that, in each case: Customer promptly notifies Stryker in writing of the existence of any Infringement Claim; Customer is able to, at Stryker's option, control the defense and settlement of such Infringement Claim; and Customer fully cooperates in the defense of any Infringement Claim. These obligations will not apply to the extent that the alleged infringement or violation arises from: use of non-Stryker furnished equipment, software, or other resources with Products; Customer's failure to follow Stryker's installation, operation, repair or maintenance instructions; Customer's failure to permit Stryker timely access, remote or otherwise, to Products; failure to implement any Updates, including revisions, modifications, updates, patches, "bug fixes" or new versions of or to Stryker Software, provided by Stryker; Products with their serial numbers altered, defaced or deleted; Products that have been altered, serviced or modified by a party other than Stryker; Products that have been subjected to abnormal physical or electrical stress, misuse,

negligence or accident by Customer or a third party or any other cause outside of Stryker's control; or Products and/or Stryker Software not purchased new (collectively "**Exceptions**"). If Stryker Software becomes, or in Stryker's opinion is likely to become, the subject of an Infringement Claim barring Customer's use of the Stryker Software, Stryker may, at its option, either: remedy or replace the infringing components of the Stryker Software or terminate Customer's access to and use of the infringing components of Stryker Software with no further obligation to User. THIS CLAUSE STATES STRYKER'S ENTIRE LIABILITY WITH RESPECT TO ANY LIABILITY FOR ANY THIRD-PARTY CLAIMS OF INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.

7. **WARRANTY**

Stryker warrants to Customer that the Stryker Software will perform substantially as described in the Product Documentation when first delivered or made available for access or use by Customer. If Customer notifies Stryker of Defects within five (5) days after Customer's first access or use, and those defects are verified by Stryker, as Customer's sole and exclusive remedy, Stryker will remedy or replace the defective Stryker Software or, at its option, terminate this Agreement with respect to Stryker Software that was defective. A **"Defect"** occurs when in the course of proper use, the Software does not perform in any material respect in the manner described in the Product Documentation unless the Defect is caused by the improper use or unauthorized amendment of the Software by the Customer or anyone acting with the authority of the Customer. Customer's remedy for breach of this limited warranty will be limited to the foregoing replacement or refund and will not encompass any other damages. No dealer, distributor, agent or employee of Stryker is authorized to make any modification or addition to the warranty and remedies stated herein. Additional terms regarding Product warranties and maintenance may be set forth in the Product Addendum. Notwithstanding these limited warranty provisions, all of Stryker's obligations with respect to such warranties will be contingent on Customer's use of a Product in accordance with this Agreement and in accordance with Stryker's instructions as provided in the Product Documentation, as such instructions may be updated from time to time. Stryker will have no warranty or indemnity obligations if the failure or infringement is caused to or by an Exception.

Except as specifically stated in these software and hosting terms, Stryker expressly disclaims all express or implied warranties arising out of or relating to these software and hosting terms, a product or any content processed through or generated by a product, including any warranties of merchantability, fitness for a particular purpose, and non-infringement. Stryker makes no warranty that a product will meet customer's requirements or be available on an uninterrupted or error-free basis. Customer acknowledges that, unless otherwise expressly set forth in the product addendum, access to and use of the services is not the exclusive method of transmission, storage, or retention of any applicable information or data.

8. **LIMITATION OF LIABILITY**

In no event will Stryker be liable to customer, any User, any healthcare professional, or any employee, contractor, agent, or any third party for any indirect, incidental, special, or consequential damages arising in connection with this agreement or a product (whether in warranty, contract, or tort, including negligence, and regardless whether Stryker has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed its essential purpose), including lost revenue or profits, loss or corruption of data or goodwill, service unavailability, interruption, stoppage, or delay, computer damage, medical expenses, system failure, or the cost of substitute services; or any loss or damage which may be incurred by customer or a User as a result of the

suspension or termination of this agreement for any reason, or the release or the decision not to release updates. In no event will Stryker's total liability arising out of or in connection with this agreement, including any use of or inability to use a product, exceed the total amount of fees (excluding amounts for third party software, installation, warranty and maintenance services and taxes) customer paid Stryker under the purchase order for the product giving rise to the liability for a period not to exceed six months from customer's first claim. This limitation of liability applies except as prohibited by applicable law.

Each party recognizes and agrees the disclaimers, liability, and remedy limitations in these software and hosting terms are material bargained-for agreements, and have been taken into account, reflected in the consideration given by each party, and factored into each party's decision to enter into these software and hosting terms. Stryker disclaims all liability and is not responsible for the breach of any third-party terms or agreement that customer may have entered into or accepted by the use or access of a product.

9. **CONFIDENTIALITY; DATA USAGE AND PROTECTION**

In connection with this Agreement, each Party may have access to information that is confidential to the other (**"Confidential Information"**). The Parties each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential Information will be limited to the terms and pricing under this Agreement, Products and Product Documentation and other information clearly identified as confidential at the time of disclosure. A Party's Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party.

The Parties each agree to use commercially reasonably efforts not to disclose each other's Confidential Information to any third party (other than as permitted herein) for a period of three years from the date of the disclosing Party's disclosure of the Confidential Information to the receiving Party, except for Confidential Information relating to a Product (including Product Documentation) which may not be disclosed by Customer at any time during or after the Service Term other than as expressly permitted under this Agreement. Stryker may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing will prevent either Party from disclosing the Confidential Information to a governmental entity as required by Law.

Stryker will employ reasonable and appropriate safeguards and procedures to protect the security of Stryker Software. Customer will secure and protect the Stryker Software and each copy thereof, from unauthorized copying or disclosure.

Customer may provide Stryker with personal data as defined by relevant data protection Laws relating to Customer's personnel or other individuals involved in the use of the Products, including PHI as defined below (together, "**Personal Information**"). Customer will comply with all data protection Laws. Customer consents to the processing of this Personal Information by Stryker, its affiliates and their respective suppliers, and will, to the extent legally required, provide appropriate notice to each individual or obtain requisite consent to such processing of his or her Personal Information for the following specific purposes: (a) performing under this Agreement; (b) providing information about Stryker products and services; (c)

transferring Personal Information permitted under this Agreement and the Product Documentation; and (d) satisfying legal or regulatory requirements. Customer is solely responsible for responding to User or patient inquiries or issues.

Where Stryker may process Personal Information stored in Equipment or Stryker Software when performing the Hosting Services, the following provisions will apply, subject to the other provisions in this Agreement:

- Stryker will process such Personal Information only for the purposes of providing the Hosting Services or performing its obligations under this Agreement (such processing is approved by Customer and will be deemed in accordance with Customer instructions) and is prohibited from retaining, using, or disclosing any Personal Information for any other purpose.
- Customer will endeavor to limit the disclosure of Personal Information to Stryker to that which is reasonably necessary to perform the Hosting Services or performing its obligations under this Agreement.
- Customer will keep Personal Information confidential and will implement reasonable administrative, physical, and technical measures to protect it against accidental unlawful or unauthorized destruction, loss, alteration, disclosure or access.

To the extent Stryker creates, receives, maintains, transmits or otherwise has access to any protected health information ("**PHI**") on behalf of Covered Entities (as that term is defined in HIPAA (below)) in the United States and in the course of performing under this Agreement, Stryker will only use and disclose such PHI as permitted by the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, and the pertinent regulations promulgated thereunder (collectively, "**HIPAA**"). If required by HIPAA, the Business Associate Agreement located at https://www.strykeremergencycare.com/BAA shall apply. Without in any way limiting the foregoing, to the extent applicable to data processed in California under California law, the Parties agree that Stryker is a "Service Provider" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100, et seq. (the "**CCPA**") and that nothing about this Agreement or the Products, or the services providing in connection with the Products, involves a "selling" or a "sale" of Personal Information under the CCPA or other applicable Laws.

Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and Users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Agreement. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable Law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Content incorporated within the Stryker Data. "**Stryker Data**" means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aide Stryker in optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.

Customer is responsible for Customer's Content. Customer represents and warrants that Customer owns Customer's Content or that Customer has all rights necessary to use and allow use of Customer's Content as described in this Agreement. If Stryker

believes a problem may be attributable to Customer's Content or to Customer's use of a Product, Customer must cooperate with Stryker to identify the source of, and to resolve, the problem. If Customer becomes aware that any of Customer's Content violates this Agreement or Law, Customer must immediately remove such parts of Customer's Content from a Product or any services provided under this Agreement.

If Customer or a User submits comments, ideas, or feedback to Stryker, Customer agrees that Stryker can use, disclose, reproduce, distribute, and exploit them without any restriction or compensation to Customer or any User. Stryker does not waive any rights to use similar or related ideas or feedback previously known to or developed by Stryker or obtained from sources other than Customer.

Prior to returning any equipment to Stryker, Customer will decontaminate it and ensure that all Personal Information, including PHI stored in such equipment is deleted. Customer acknowledges that, in any case, all data and settings stored in the returned equipment may be deleted by Stryker.

If Stryker is required by subpoena, court order or any other legal or regulatory requirement to disclose any of Customer's Content, Stryker will provide Customer with notice and a copy of the demand as soon as practicable, unless Stryker is prohibited from doing so pursuant to applicable Law. If Customer requests, Stryker will, at Customer's expense, take reasonable steps to contest any required disclosure.

10. **EXPORT CONTROL; GOVERNMENT REQUIREMENTS**

The Laws of the United States and any other relevant jurisdictions may apply to the Products. Customer agrees that such Laws, if applicable, govern Customer's use of the Products (including technical data), and Customer agrees to comply with all Laws (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, Product and/or materials resulting from the use of any Product will be exported, directly or indirectly, in violation of these Laws, or will be used for any purpose prohibited by these Laws.

Each of the documentation and the software components that constitute a Product is a "commercial item" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212 ("Computer Software"). If acquired by or on behalf of a civilian agency, the U.S. Government acquires the software and any associated software documentation and/or technical data subject to the terms herein as specified in FAR 12.212 ("Computer Software") and 12.211 ("Technical Data"). If acquired by or on behalf of any agency within the Department of Defense, the U.S. Government acquires the software, software documentation and technical data subject to the terms herein as specified in DFARS 227.7202-3. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or technical data under these terms and conditions.

11. **TERM; TERMINATION; SUSPENSION**

For subscription, support or hosting services, the provision of such services is limited to the applicable Service Term. Stryker may, at its option, immediately suspend Customer's use of any Stryker Software if: (a) Customer is in breach of this Agreement (including the Software and Hosting Terms or a Product Addendum); (b) Stryker believes that Customer's use of a Product poses a security risk; or (c) Stryker suspects fraud or abuse. Stryker will give Customer notice before suspending Customer's use if permitted by Law or unless Stryker reasonably determines that providing notice presents a risk of harm, in which case Stryker will notify Customer as soon as feasible or permitted. Stryker will promptly reinstate Customer's access once Stryker has determined that the issue causing the suspension has been resolved. Customer will remain responsible for all fees incurred before and during any suspension.

If either Party breaches a material term of this Agreement and fails to correct the breach within thirty days (except for failure by Customer to pay amounts under this Agreement, in which case the cure period will be ten days) of written specification of the breach, then the breaching Party is in default and the non-breaching Party may terminate this Agreement. If Stryker terminates this Agreement as specified in the preceding sentence, Customer must pay within ten days all amounts, which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or received under this Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching Party may agree in its sole discretion to extend the thirty-day period for so long as the breaching Party continues reasonable efforts to cure the breach. Customer agrees that if Customer is in default under this Agreement, Customer may not use those Products which Customer ordered. Upon termination or expiration of this Agreement or a Service Term, all of Customer's rights to use Stryker Software and the Hosting Services expire, and Customer will immediately cease use and return to Stryker any copies of any use Stryker Software any accompanying documentation.

Upon the termination or expiration of any Hosting Services, Stryker will make Customer's Content (as it existed at the end of the date of termination or expiration) available for retrieval by Customer for up to thirty days (or such different period set out in the Product Addendum). At the end of such retrieval period, and except as required by Law or as otherwise set forth in this Agreement, Stryker will delete or otherwise render unrecoverable Customer's Content that remains in the environments hosted by Stryker for Customer. If Stryker hosts or stores Customer's Content beyond the Service Term, Customer will pay to Stryker, and will be responsible to Stryker for, Stryker's hosting and storage fees.

Any terms that should survive termination by their nature will so survive, including limitations of liability and ownership rights of Stryker. Termination by any means will not affect the provisions of this Agreement relating to the payment of amounts due or the survival provision of this Agreement, regardless of the reason for termination.

12. **GENERAL TERMS**

Customer agrees that this Agreement and the information which is incorporated into this Agreement or Product Documentation by written reference (including reference to information contained in a URL or referenced policy), together with the applicable Ordering Document, are the complete agreement for the Products ordered by Customer and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products. It is expressly agreed that the terms of this Agreement will supersede the terms in any purchase order, procurement internet portal or any other similar non-Stryker document and no terms included in any such purchase order, portal or other non-Stryker document will apply to the Products ordered. Stryker may refer to Customer as a customer of the ordered Products in sales presentations, marketing vehicles and activities.

Except for the obligation to pay fees when due, neither Party will be liable to the other Party in respect of any hindrance, delay, or failure to perform that results from any event or cause that is beyond the reasonable control of the Party obligated to perform, including acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Stryker's inability to obtain goods from their usual sources. If for any reason a court or competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect. Stryker's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. Except as expressly set

forth in this Agreement, the exercise by Stryker of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

Stryker is an independent contractor, and nothing in this Agreement is intended to create a partnership or joint venture between the Parties. Customer has no power to bind or obligate Stryker in any manner. Except with respect to persons and entities that Customer agrees to indemnify as set forth above, nothing express or implied in this Agreement is intended to confer, or will confer, upon any person or entity other than Customer and Customer's permitted assigns any rights, remedies, obligations, or liabilities whatsoever. Customer may not assign, delegate, or transfer this Agreement (in whole or in part), by operation of Law or otherwise, without Stryker's prior written consent. Stryker may assign, delegate, or transfer this Agreement to any of its affiliated entities. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their successors and permitted assigns.

Stryker reserves the right to amend any of the terms of this Agreement by posting notice on a Stryker designated web site, by email notification to an email address provided by Customer, by providing notice as part of the process in which Customer obtains updates, or by any other legally recognizable form of notice. If Customer does not agree to the amendment, Customer should promptly contact Stryker for instructions. Customer's continued use of a Product after the effective date of any such notice will be deemed Customer's agreement to be bound by such amendments. Except as otherwise set forth in this paragraph, no amendments may be made to this Agreement except in writing signed by both Parties, and any notice required under this Agreement must be provided to the other Party in writing.

Except to the extent preempted by federal Law, the Laws of Michigan, other than its conflict-of-Laws principles, govern this Agreement and any claims and disputes (whether contract, tort, or otherwise) arising out of or relating to this Agreement or the Products. The Uniform Computer Information Transactions Act does not apply to this Agreement or any Products. EXCEPT TO THE EXTENT PROHIBITED BY LAW, STRYKER AND CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY WITH RESPECT TO ANY MATTERS OR DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT. Any claim or cause of action arising under this Agreement must be commenced within one year after the claim or cause of action arises.

PRODUCT ADDENDUM

HealthEMS® Patient Management System

Stryker will provide Customer access to the HealthEMS Patient Management System, its suite of components including HealthEMS MobileTouch, HealthEMS Manager, HealthEMS Fire, HealthEMS ConnectX, HealthEMS XchangeER, RevNet and associated infrastructure as set forth in the Ordering Document and as described at https://www.strykeremergencycare.com/products/data-solutions/ subject to the terms of the preceding Software and Hosting Terms and Conditions and the following product-specific terms and conditions:

1. **USE RIGHTS FOR HealthEMS PATIENT MANAGEMENT SYSTEM SUBSCRIPTIONS**. The HealthEMS Patient Management Subscription includes a license to software necessary for using HealthEMS Manager and MobileTouch. Stryker grants to each HealthEMS Patient Management Subscriber a license according to the preceding Software and Hosting Terms and Conditions to use the applicable HealthEMS Software in accordance with the following:
    - **HealthEMS Manager**. Each HealthEMS Patient Management Subscription includes a license for unlimited Users to use the HealthEMS Manager

software according to the preceding Software and Hosting Terms and Conditions.

- **MobileTouch**. Each MobileTouch Subscription includes a license for unlimited Users to use the MobileTouch software according to the preceding Software and Hosting Terms and Conditions.

2. **USE RIGHTS FOR HealthEMS** For HealthEMS extensions that are (i) not purchased in connection with a HealthEMS Patient Management Subscription or (ii) are purchased due to use right limitations of the HealthEMS Patient Management subscriptions, the following use rights apply.
   - Data Xport and ConnectX licenses allow for unlimited Users to use the software according to the preceding Software and Hosting Terms and Conditions.
   - RevNet licenses allow for unlimited Users to use the software according to the preceding Software and Hosting Terms and Conditions.
   - HealthEMS Fire licenses allow for unlimited Users to use the software according to the preceding Software and Hosting Terms and Conditions.
   - For each XchangeER licenses allow for unlimited Users to use the software according to the preceding Software and Hosting Terms and Conditions.

PRODUCT ADDENDUM

LIFENET® System

Stryker will provide Customer access to the LIFENET System and its associated applications and infrastructure, including LIFENET Alert, LIFENET Archive, LIFENET Asset, LIFENET Adapter, LIFENET Consult, LIFENET Export, LIFENET OnePush or LIFENET PC Gateway Software as set forth in the Ordering Document and as described at https://www.strykeremergencycare.com/products/data-solutions/ subject to the terms of the preceding Software and Hosting Terms and Conditions and the following product-specific terms and conditions:

1. **USE RIGHTS FOR LIFENET SUBSCRIPTIONS**. The LIFENET Unlimited Subscription, the LIFENET Standard Subscription and the LIFENET Basic Subscription include a license for unlimited Users to use software necessary for receiving data from the LIFENET System (the "**Receiving Software**"). Stryker grants to each LIFENET Unlimited, LIFENET Standard and LIFENET Basic Subscriber a license according to the preceding Software and Hosting Terms and Conditions to use the applicable Receiving Software in accordance with the following:
   - **LIFENET Unlimited**. Each LIFENET Unlimited Subscription allows a Customer to install the following applications on an unlimited number of personal computers at a single location at a Permitted Facility in the United States: LIFENET Alert, LIFENET Archive, LIFENET Export, and LIFENET Adapter. In addition, LIFENET Unlimited also allows for an unlimited number of LIFENET Consult Users. LIFENET Unlimited Subscriptions also entitle Customer to purchase and use LIFENET OnePush and LIFENET Cardiology Cart Integration licenses.
   - **LIFENET Standard**. Each LIFENET Standard Subscription allows a Customer to install the following applications at a single location at a Permitted Facility in the United States: LIFENET Alert on three (3) personal computers, with the option of LIFENET Archive, LIFENET Export on one (1) personal computer, and up to five (5) LIFENET Consult Users.
   - **LIFENET Basic**. Each LIFENET Basic Subscription allows a Customer to install the following applications at a single location at a Permitted Facility in the United States: LIFENET Alert on one (1) personal computer with the option of LIFENET

Multiple licenses are required to install the application throughout a hospital system with multiple locations. Concurrent use on multiple computers beyond the limits listed above requires a separate license for each computer/User.

2. **USE RIGHTS FOR LIFENET APPS.** For LIFENET applications that are (i) not purchased in connection with a LIFENET Unlimited, LIFENET Standard, or LIFENET Basic Subscription or (ii) are purchased due to use right limitations of the applicable LIFENET System subscriptions, the following use rights apply.
    - For each LIFENET Alert, LIFENET Adapter, LIFENET Archive, or LIFENET PC Gateway Software license purchased, Customer may install one copy of the Stryker Software to operate on one computer or device, and one copy for backup or archival purposes at a single location at a Permitted Facility in the United States.
    - LIFENET Consult and LIFENET Export are only available through a LIFENET Unlimited or LIFENET Standard Subscription. For each additional license purchased, Customer may install one copy of the Stryker Software to operate on one computer or device, and one copy for backup or archival purposes at a single location at a Permitted Facility in the United States.

Multiple licenses are required to install the application throughout a hospital system with multiple locations. Concurrent use on multiple computers beyond the limits listed above requires a separate license for each computer/User.

3. **LIFENET ADAPTER**. LIFENET Adapter may only be installed on equipment located at the Customer's location. Stryker is not responsible for the breach of any third-party end-user agreement that Customer may have entered into or accepted by the purchase and use of a monitor or 12-lead system that was not supplied to Customer by Stryker. Stryker is only providing the LIFENET Adapter and it is Customer's responsibility to ensure the ability to export 12-lead ECG data from Customer's system to the LIFENET System via the LIFENET Adapter.
4. **ECG DATA**. The LIFENET System is not an electronic medical record. Customer is responsible for printing any ECG Data as may be necessary or appropriate to include in any patient's medical record. ECG Data is stored on the LIFENET System and is accessible by certain LIFENET products for a customer-defined time period.

PRODUCT ADDENDUM

LIFELINKcentral™ AED Program Manager

Stryker will provide Customer access to the LIFELINKcentral AED Program Manager as set forth in the Ordering Document and as described at https://www.strykeremergencycare.com/service--support-overview/lifelink-central/ subject to the terms of the preceding Software and Hosting Terms and Conditions and the following product-specific terms and conditions:

1. **USE RIGHTS FOR LIFELINKcentral Subscriptions.** The LIFELINKcentral Subscription includes a license for unlimited Users to use the LIFELINKcentral AED Program Manager software according to the preceding Software and Hosting Terms and Conditions.
2. **LOCATION SERVICES TERMS OF USE**
    - **Data Collection & Usage.** To provide location services, Stryker must collect, utilize, transmit, process, and maintain information (1) to help track location of devices; (2) for analysis to improve device location accuracy; or (3) to provide the AED location to local emergency medical services, medical directors or AED registries. If Customer's device has

wireless technology features, device information may also be used to identify its location via Google location services or other location services providers. These providers will apply their own terms and policies for their services.

- **Consent Revocation**. Customer may withdraw consent at any time. Customer can disable these location services by de-selecting the Location Services Consent box on the Account page. If Customer is unable to revoke consent, please contact Stryker Customer Support for further assistance.
- **Data Retention**. Stryker will retain the above collected data for the duration of Customer's use of location services and, when applicable, for a reasonable period after Customer has disabled location services.

BUSINESS ASSOCIATE AGREEMENT IS NOT APPLICABLE TO LIFELINKcentral AED Program Manager

PRODUCT ADDENDUM

CODE-STAT™ Data Review Software

Stryker will provide Customer access to CODE-STAT Data Review Software as set forth in the Ordering Document and as described at https://www.strykeremergencycare.com/products/data-solutions/ subject to the terms of the preceding Software and Hosting Terms and Conditions and the following product-specific terms and conditions:

1. **INTENDED USE.** CODE-STAT Data Review Software is intended for post-event review electrocardiographic (ECG) and other monitoring parameters, such as NIBP, SpO_2, SpCO, SpMet, IP, temperature and end-tidal CO_2. Additional case data, such as patient information and waveform annotations, are also available for Customer's review. CODE-STAT Data Review Software is not intended to be used for diagnosis or treatment of patients.
2. **USE RIGHTS.**

- For each CODE-STAT Data Review Software license purchased, Customer may install one copy of the Software to operate on one computer or device and maintain one copy for backup or archival purposes at a single location at a Permitted Facility in the United States. Customer may install the same "serial number and feature key pair" for the Software on multiple computers, provided Customer has purchased the corresponding number of licensed copies. Customer may not network or install the CODE-STAT Data Review Software on a file server of a multi-user system that allows more than one User to access the Software at the same time, or distribute CODE-STAT Data Review Software by other electronic means (without sufficient licenses to cover active Users).
- For each CODE-STAT Data Review Software enterprise subscription purchased, Customer may install and use the Software without restriction to the number of Users and maintain one copy for backup or archival purposes.

CODE-STAT Data Review Software is not intended to be used for diagnosis or treatment of patients.

BUSINESS ASSOCIATE AGREEMENT IS NOT APPLICABLE TO CODE-STAT Data Review Software.

PRODUCT ADDENDUM

DT EXPRESS™ Data Transfer Software

Stryker will provide Customer access to DT EXPRESS Data Transfer Software as set forth in the Ordering Document and subject to the terms of the preceding Software and Hosting Terms and Conditions and the following product-specific terms and conditions:

1. **INTENDED USE.** DT EXPRESS Data Transfer Software is intended for post-event review electrocardiographic (ECG) and other monitoring parameters, including NIBP, SpO_2, SpCO, SpMet, IP, temperature and end-tidal CO_2. Additional case data, such as patient information and waveform annotations, are also available for review. DT EXPRESS Data Transfer Software is not intended to be used for diagnosis or treatment of patients.
2. **USE RIGHTS.** For each DT EXPRESS Data Transfer Software license downloaded, Customer may install copies of the Software to operate on one computer or multiple computers and maintain one copy for backup or archival purposes at a single location at a Permitted Facility in the United States.

DT EXPRESS Data Transfer Software is not intended to be used for diagnosis or treatment of patients.

BUSINESS ASSOCIATE AGREEMENT IS NOT APPLICABLE TO DT EXPRESS Data Transfer Software.

CITY OF DESOTO
SOARING FOR EXCELLENCE

FINANCIAL SERVICES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

For

EMERGENCY MEDICAL SERVICES BILLING AND COLLECTION SERVICES

RFP No. FDA-2001-RFP

Issued: April 24, 2020

PROPOSAL SUBMISSION DEADLINE:
******** Tuesday, May 26, 2020 by 1:30PM Local Time *********
NO LATE PROPOSALS SHALL BE ACCEPTED

RESPONSES SHALL BE DELIVERED TO:	**RESPONSES SHALL BE MAILED TO:**
CITY OF DESOTO PURCHASING AND CONTRACTING DEPARTMENT City of DeSoto 211 E. Pleasant Run Road DeSoto, Texas 75115	CITY OF DESOTO PURCHASING AND CONTRACTING DEPARTMENT City of DeSoto 211 E. Pleasant Run Road DeSoto, Texas 75115
Pre-Submittal Teleconference Conference will be held: Thursday, May 7, 2020 at 11:00 A.M. (Local Time); The phone number and access pin is: Phone: 1 (872) 240-3412; Access Pin: 609-380-837# ** **FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT:** **Darian Gavin,** **Purchasing Manager** **DGavin@ DeSototexas.gov** ** **RETURN THIS COVER SHEET WITH RESPONSE TO:** **Darian Gavin** **Purchasing Manager** **Purchasing and Contracting Department** **City of DeSoto** 211 E. Pleasant Run Road DeSoto, Texas 75115-3939	**NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:** EMERGICON, LLC 709 W. Broad St. Ste 100 Forney, TX 75126 **Contact Person:** Christopher Turner **Title:** President & CEO **Phone:** (972) 602-2060 x400 **Fax:** (469) 602-5542 **Email:** cturner@emergicon.com **Signature:** CTR **Printed Name:** CHRISTOPHER TURNER
Shall contract be available for Cooperative Contract use? (See Section 26, page 9) Yes ✓ No ___ Acknowledgment of Addenda: #1 CT #2 ___ #3 ___ #4 ___ #5 ___	

✓

EMERGICON
emergency medical billing

Proposal to the City of DeSoto

CITY OF DESOTO
SOARING FOR EXCELLENCE

RFP No. FDA-2001-RFP
Emergency Medical Services Billing and Collection Services

Submittal Deadline: June 2, 2020, 1:30 p.m.

Primary Contact:
Christopher Turner, President & CEO
709 W. Broad St., Ste. 100
Forney, TX 75126
cturner@emergicon.com
972-602-2060 ext.400

May 28, 2020

Darian Gavin, Purchasing Manager
Purchasing and Contracting Department
City of DeSoto
211 E. Pleasant Run Road
DeSoto, TX 751150-3939

Re: RFP No. FDA-2001-RFP for Emergency Medical Services Billing and Collection Services

Dear Mr. Gavin:

Please accept the enclosed proposal in response to the City's Request of Proposals for EMS Billing and Collection Services. EMERGICON is a Dallas-based company whose sole business is the billing and collections of ambulance fees for emergency and non-emergency claims. We are fully prepared to meet or exceed all the requirements described in your RFP.

EMERGICON was founded to help EMS providers improve their collections while maintaining compliance. We serve as more than a billing contractor by becoming a true partner for each client. We manage documentation, compliance, and changes in the law as well as payer relationships—far beyond a simple billing role. Many billing companies become complacent over time, but we maintain an unwavering focus on bettering the lives of our clients, the taxpayers that support cities, and the patients transported within them.

Our 160+ clients readily attest to our commitment to providing the highest level of service and record-setting cash collections. Over the past 14 years, **we have increased reimbursements for every one of our Texas clients—by an average of more than 30%**. We look forward to doing the same for the City. Based on our experience, knowledge, and proven process for EMS billing and collections, we will be able to return a higher percentage and higher cash collections. We anticipate that **our percentage remitted to the city will be 31%,** which is higher than the 27% currently remitted by the incumbent billing service provider. In doing so, we will increase the City's cash per transport from $330 to $391, and increase annual total cash collections from $1.228M to $1.342M.

Our exclusive focus on Texas allows us to specialize in the nuances of Texas billing and collections. At the same time, our local presence allows us to personally know and interact with the clients we serve. We would embrace the opportunity to show the City *the EMERGICON difference.*

Thank you in advance for considering our proposal. We hope to speak with you soon to discuss EMERGICON's qualifications and ability to partner with the City.

Sincerely,

Christopher Turner, President & CEO
cturner@emergicon.com
972-602-2060 ext.400

A. Table of Contents

A. Introduction 4
Reimbursement Projections for the City and Past Performance 4
The EMERGICON Difference 5
Ambulance Billing 6
Billing and Collection Procedure 7
Collection Services 9
About EMERGICON 9
Leadership Team 10
Continuing Education for Staff and Clients 11
Technical Requirements 12
30.1 Compliance 12
30.2 Services 12
30.3 Retrieval of Billing Information 13
30.4 Suspension of Billing and Collection Efforts Upon Request 13
30.5 No Right of Refusal 13
30.6 Electronic Payment of EMS Fees 13
30.7 Recordkeeping, Audit, and Access to Records 13
30.8 Reporting Formats 14
30.9 Customer Service for Collection Inquiries 14
30.10 City Name and Address on Customer Invoices 15
30.11 Invoices 15
30.12 Insurance 15
30.13 Monies Collected 15
30.14 Adherence to Billing Requirements and Contractual Restrictions 16
30.15 Software and Hardware 16

B. References 20

C. Fee Percent Commission on all Collections 21

D. Electronic Data Transfer Proposal 22

F. Reports 23

Required Forms 59
Attachment B – Official Proposal Form and Certification 60
IRS Form W-9 62
Addendum 1, signed copy 63
Attachment C – HB 89 Form 64
Attachment D – Conflict of Interest Disclosure Requirement 65
Certificate of Interested Parties Form 1295 66
Attachment E – Business Information Form 67
Attachment F – City of DeSoto Insurance Requirement Affidavit 68
Certificate of Liability Insurance 69
Attachment G – Drug-Free Workplace Certification 70
Attachment H – Qualifications & Reference Sheet 71

A. Introduction

Shall contain your understanding of the City's needs and objectives.

Having read the RFP, we understand that the objective of the City of DeSoto is to obtain billing and collection services for EMS fees. EMERGICON, LLC, was founded in 2006 specifically to assist Texas municipal EMS providers improve their collections while delivering superior customer service**. Our primary business is billing and collecting ambulance fees for Texas EMS providers,** serving as a true partner with more than 160 clients in managing EMS billing and collections. EMERGICON has the experience and expertise needed to meet and exceed the requirements of the City.

Reimbursement Projections for the City and Past Performance

Based on our experience and our review of available EMS transport information, **we anticipate increasing the City's cash per transport from $330 to $391, and increasing annual total cash collections from $1.228M to $1.342M.** The projected increase in the City's total cash collections will more than offset any difference between EMERGICON's commissions and those charged by our competitors, who, while offering cheaper commissions, are unable to match our total cash collections. In other words, although other bidders may charge a lower commission, they are simply unable to match our cash per transport and total cash collections, and at the end of the day cannot deliver as much value to the City.

As the biggest—and the most trusted—EMS billing and collection service provider in Texas, EMERGICON serves more than 160 providers of EMS services in Texas—far more than any of our competitors. Over the past 14 years, **we have increased reimbursements for every one of our Texas clients, and by an average of more than 30%.** The following table presents the percentage increase in cash per transport that we have achieved for selected clients, including those listed as references in *Attachment H.*

Selected Clients	Cash Per Transport Pre-EMERGICON	Cash Per Transport Post-EMERGICON	% Increase
Projections			
City of DeSoto – Anticipated	**330**	**391**	**18.5**
References			
City of Lancaster	269	441	63.9
City of Glenn Heights	396	530	33.8
City of Mansfield	289	466	61.2
City of Grapevine	475	545	14.9
Grandbury Hood County EMS (Texas EMS)	368	468	26.9
Other Clients			
The City of Bedford Fire	411	457	11.2
The City of Cleburne Fire	348	468	24.5
Goliad Co EMS	334	452	25.3
Robertson Co EMS	424	653	54.1
Santa Fe Texas Fire & Rescue	459	531	15.6
The City of Sugar Land Fire	416	469	12.7
Average Increase			**30.7**

The EMERGICON Difference

How does EMERGICON deliver these significant, measurable results year after year? We attribute our success to the following competitive advantages:

- **We are experts in Texas EMS billing and collections.**
  As a Dallas-based company, **EMERGICON speaks Texan**. Our Texas-based employees are experts in Texas EMS billing because we only serve Texas EMS providers. Each state has its own rules regarding EMS billing, so by specializing in Texas, we ensure full familiarity with the intricacies of requirements within Texas. We draw on this expertise to avoid improperly filed claims and optimize our clients' reimbursements and collections.

- **We rely on a team of human claims reviewers—not computers**
  We devote more resources to the aspects of EMS billing that truly make a difference: payer research and claims follow-up. Most EMS billing companies cut corners on key aspects of their service, either by outsourcing functions overseas or by relying too heavily on technology and attempting to automate payer research and claims follow-up. Such shortcuts result in poor outcomes, namely higher write-offs, poor cash collections, and dissatisfied patients. EMERGICON's success lies in our ability to avoid such mistakes. EMERGICON's highly qualified staff is committed to conducting payer research that gets the bill to the correct payer with complete and accurate patient information, and following up every 30 days on open claims. **We use humans—not computers—to read and code EMS charts, ensure that every claim and payer response is complete and accurate, and pursue each of those claims for maximum reimbursement.**

- **We provide superior service and transparency.**
  Our 160+ clients across the state of Texas continue to be our best referral source. They attest to our commitment to the highest level of service and record-setting cash collections. We provide each of our clients with **24/7 online access** to view claim status and our billings and collections performance. Additionally, we provide our clients with Executive and Management Summaries that highlight claims activity and are ready to present to your City Council. Please refer to *Section F Reports* for samples of these reports.

- **We use the industry's best technology.**
  EMERGICON works seamlessly with **HealthEMS** and other leading ePCR vendors. We understand that your current ePCR vendor is paying all fees associated with the ePCR, and we will do the same. We also have experience sourcing hardware for our clients; we have done so approximately 50 times. We will propose hardware options that meet your needs and work with you to select the optimal solution based on your preferences.

- **We engage in extensive provider credentialing.**
  We **credential EMS providers** with an average of more than 200 payers—far more than any of our competitors do. This allows for reimbursement from sources that are otherwise frequently missed, such as smaller payers with little understanding of EMS claims.



Ambulance Billing

At EMERGICON, we believe in compliant and effective EMS billing that maximizes cash collections. Through our tried-and-true processes, **EMERGICON has increased reimbursements for every one of our Texas clients.**

Our efficient services are the result of ongoing training, education, and closed-loop, continuous quality improvement, both external and internal. We follow a proprietary Quality Assurance and Improvement Plan that emphasizes rigorous cross-referencing (with ESO Billing Software Services and manual review), unique EMS and emergency responder training, and continuous professional development of EMERGICON staff.

Our billing process is a team approach consisting of two pre-billers who perform payer research, a commercial billing specialist, and a governmental billing specialist. This team approach leverages specific knowledge while allowing for shared accountability. The billing process begins with the pre-billing staff performing payer research to address any incomplete information on the patient's payer status. As described above, EMERGICON does not rely on automated payer-matching databases for payer research as those databases frequently miss the correct payer (e.g., identifying dental insurance as a payer rather than a health plan).

Our billing software maintains data on all insurance carriers, previous claims, and patient information in case they need transport in more than one instance. Our *Match Patient* technology provides a smoother billing process as it allows research to be reused for repeat patients, including those who may be part of a local prison, facility, or other private location within the City's territory. Furthermore**,** EMERGICON uses several tools to ensure that we have correct and current insurance information for each patient, and we work with local hospitals to identify patients who are transported as John or Jane Doe. By reviewing the insurance information for accuracy, we can better reduce the risk of human error during a time of crisis.

EMERGICON works to bill all claims the next day. We run proprietary audits to ensure claims are not "stuck" and are flowing through the systems seamlessly. Additionally, EMERGICON staff reconcile all incidents in your ePCR software to the claims billed for the month as part of the reconciliation and monthly close process. If a patient has a high deductible, we may hold the claim for up to 30 days to allow other possible claims to hit their insurance and potentially lower the amount a patient owes to the EMS provider. And, if there were ever an instance in which EMERGICON failed to bill out a claim that was submitted to us in a timely manner, we would credit back to the client the amount they would have expected to receive from the claim.

Our continuous quality improvement process for billing is a common-sense approach that, unfortunately, is not very common among our competitors. We manually review patient charts for all the elements that are required for a claim to be considered complete, including documentation of patient conditions, chief complaints, and signatures. Our staff uses this review process to provide your department with meaningful feedback that closes loopholes and increases reimbursement by focusing on compliance and clinical documentation while better managing litigation risk.

Any claim rejections are reviewed, corrected if needed, and refiled immediately. Denials are infrequent, but those that we do receive are examined and resolved by the Accounts Receivable staff daily. In the event of a claim denial, our billing team works to correct the denial, send corrected claims, and resubmit them quickly and efficiently. We routinely run audits to help understand the cause of denials, assess response times, and ensure we stay on top of changes in the billing environment. Any unpaid claims are reviewed every 30 days, and resolution is the responsibility of the Accounts Receivable staff.

The difference between good billing and great billing, assuming everything else is equal, is consistent follow-up. EMERGICON never accepts a denial or partial payment without reaching out to the payer for clarification. Whereas many of our competitors attempt to automate this process for cost savings, we ensure that a staff member pursues resolution and refiles the claim as needed to maximize the reimbursement amount.

Billing and Collection Procedure

EMERGICON's five-step approach to billing claims focuses on accuracy the first time the bill is sent with focused follow-up. Accuracy is a key component of good billing, from documentation in the field, to capturing the correct Medicare number, to coding and billing. Based on our experience and ongoing analysis, we believe we have the best billing process that focuses on maximizing collections. We bill all known payers, including Medicare, Medicaid, commercial insurance, auto insurance, workers compensation, and attorney pays.

Step One: The EMERGICON billing process begins the day after the transports occur. Runs (transports) are imported by EMERGICON personnel from the department's ePCR system. ESO Billing Software time-stamps any record and then imports the claim. We ensure the dates are verified and compare the claim to any available patient log for the day.

Step Two: We request face sheets, payer information, demographics, and any other missing data from the receiving facility by fax, phone, or mail. If information is not received within 24 hours, an EMERGICON staff member calls the facility. If information is still not received within 48 hours, the request is resent and the staff member calls the facility again.

Step Three: Each claim is reviewed, coded, and billed electronically through the MD Online clearinghouse. Medicaid claims are billed electronically through their designated site to reduce denials and expedite payment.

Step Four: EMERGICON conducts follow-up and claim analysis as follows:

- *Medicare:* Medicare claims may pay by electronic remittance in as little as 14 days. On the 15th day, we review and verify the status of any unpaid Medicare claim. We call Medicare to obtain the status of the claim. Then, we appeal or refile the claim as needed. Finally, we issue a Medicare co-pay statement for the 20% patient responsibility.

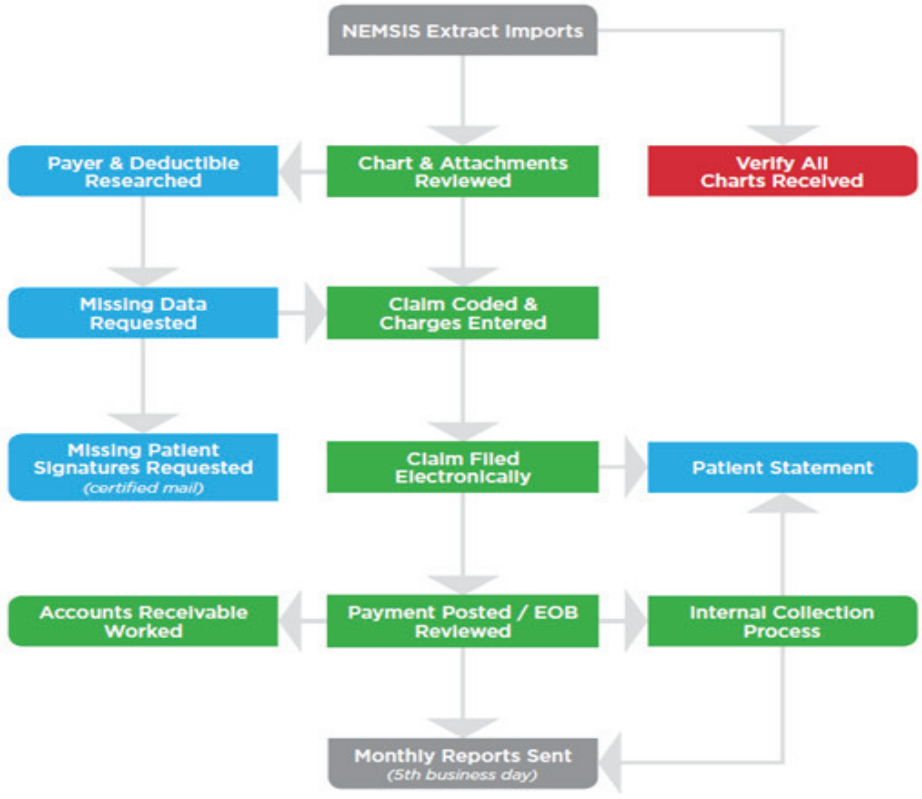
- *Commercial Insurance:* The payment of commercial insurance claims typically takes 35–45 days. If 40 days pass without payment, our staff will reach out to a live agent to discuss the status of the claim. EMERGICON staff draw on years of experience communicating with commercial insurance carriers to decrease delays in payment and improve cash flow.
- *Medicaid:* Medicaid claims are filed electronically and paid within ten working days. Claim status is accessible online and can be appealed immediately online.
- *Private Pay:* Private pay patients are sent a Private Pay statement requesting insurance information within five days of the date of transport and notifying them of the balance due. If a statement is returned to our office due to a bad address, we use skip tracing tools and verify the patient's best address through USPS.

Step Five: We carefully review claim payments, explanations of benefits, remittance advice, denials, low pays, and no pays. Medicare and Medicaid claims are reviewed and expected to pay from the approved federal and state schedules. As payments are posted, the contractual allowance is posted for Medicare and Medicaid accounts. Patients will have received an Explanation of Benefits and should have a better understanding of their obligation for payment.

While other billing companies may allow contractual allowances for commercial insurers, we identify these low pays and appeal each one with the commercial insurer. This results in rectification by the commercial insurer, which reduces the patient's financial burden.

All denied claims are routed to EMERGICON's Director of Quality Assurance/Quality Improvement. The Director reviews each denial and seeks rectification. We also use each denial as a learning experience to continually improve our processes.

The following diagram illustrates EMERGICON's claims billing process and workflow.



Collection Services

EMERGICON is a bonded collection agency that has the depth and breadth of EMS experience needed to find sources of reimbursement that are often overlooked by other collection agencies. Those who are responsible for pre-hospital services should be the ones to pay for those services, whether Medicare, Medicaid, insurance companies, or patients. These costs should rarely be written-off.

We review any accounts deemed uncollectible (per the City's final determination) and analyze them for opportunity. Currently, EMERGICON's soft collection protocol is to send two invoices to the patient and attempt to contact patients who do not respond to the invoices within 90 days. The initial patient contact is provided by a patient accounts representative who can answer any questions the patient may have and potentially set up a payment. At the time of this patient contact, a third and final invoice is sent to the patient. In almost all cases, we send a total of three invoices and make patient contact.

We take a soft collection approach with the understanding that a patient utilizing ambulance services has just experienced major trauma. We are sensitive to their needs as we engage in collection efforts that comply with every aspect of the City's policies. Our team of trained collection agents will reach out to the patient and try to reach a mutually beneficial payment resolution. Typically, our team focuses on patients who have a large balance or may need to pay out of pocket for their transport.

Our staff is trained to provide the utmost best service and support, including bilingual services. They draw on years of customer service skills to listen to patients and understand their needs and payment capabilities. As part of our ongoing training at EMERGICON, we routinely audit and listen to recorded calls between our staff and patients. We use these recorded calls, which are available at any time to our client, to provide feedback to our team on their professionalism and accuracy.

EMERGICON utilizes standard tools, like skip tracing, to track down patients with balances. Invoices are remitted every 30 days to patients with open account balances. Patients who are making payments against their balance continue to receive statements until the account balance is paid in full. Private pay patients receive statements until the account is written off, sent to collections (per the City's guidance), or paid in full.

Depending on the City's circumstances, we can design payment plans to meet the City's criteria and encourage patients to agree to a mutually acceptable solution to resolve their bill. We may make the following suggestions for collections:

- **Write off disposables** – Presenting a smaller balance may make the difference in whether the patient feels able to pay the bill versus ignoring it due to feeling overwhelmed by the charges.
- **Prompt pay discount** – Offering a discount for prompt payment can encourage patients who are able to pay most (but not all) of their bill upfront. Nearly half (44%) of all EMERGICON clients authorize a prompt-payment discount for delinquent private-pay accounts. The discount, typically 25%, is not advertised and is reserved for patients who inquire about a discount for full payment. The EMS agencies that authorize this policy experience higher total private-pay cash collections.

Our unique, continuous quality improvement process identifies trends and potential problems with claims, offering custom solutions to rectify those issues and to close any loopholes before accounts go to collections. If we remain unable to collect a payment, we will share all the claim details with the City, which may then decide whether to write off the amount or refer it to the City's preferred third-party collections agency. More than one-fifth of all EMERGICON clients incorporate a third-party collection agency. By placing an account with third-party collections, recovery increases. This is primarily the result of a dunning letter sent to the patient, followed by phone calls from the collection agency. EMERGICON supports the third-party collection agency by answering any questions the patient may have related to the debt.

About EMERGICON

EMERGICON is a Dallas-based provider of EMS/Ambulance billing services to municipalities and private companies throughout Texas. EMERGICON is the largest EMS billing and collections provider in the state. We serve more than 160 Texas EMS providers with annual cash collections of nearly $100 million. **We have**

increased reimbursements for every one of our clients, and we look forward to doing the same for the City of DeSoto.

Founded in 2006, EMERGICON's mission is to reduce the burdens of EMS billing for those who provide life-saving care. Now in our 14th year of business, EMERGICON has a solid reputation for exceeding our clients' expectations in terms of cash collections and customer service. We handle all aspects of EMS account management, including coding, billing, payment posting, accounts receivable follow-up, compliance, and medical records requests.

One of EMERGICON's distinguishing features is our commitment to work only with EMS providers in Texas. The reason that we have made this decision is the same reason it is important to you—payors are locally focused. For example, although Medicare is a federal law, it is administered locally by Novitas. Additionally, Medicaid can vary significantly from state to state as can the insurance providers: Blue Cross, UnitedHealthcare, Aetna, and Cigna. At EMERGICON, we believe in doing one thing and doing it better than any of our competitors. A national provider of EMS billing services would struggle to provide a comparable level of quality of service, knowledge, and experience to the City. As a Texas-based EMS billing company, EMERGICON is uniquely prepared to improve collections for the City of DeSoto while providing exceptional service.

EMERGICON is a member of the Texas EMS Alliance, the Texas Ambulance Association, and ACA International (The Association of Credit and Collection Professionals). EMERGICON is also a bonded collection agency (#5245495) in the State of Texas.

Leadership Team

EMERGICON's superior service stems not only from the team's focus on Texas-specific EMS billing practices, but also from the experience of the leadership team. EMERGICON's professionals have nearly 100 years of combined experience in EMS and medical billing and coding.

Onboarding Manager Tiffany Gates and Client Success Lead Lisa Atilano will serve as the primary point of contact for EMERGICON's engagement with the City. Below we have provided brief profiles for the members of our leadership team.



Christopher Turner, MHA – Founder, President and CEO

Christopher is a Texas native with a master's degree in Healthcare Administration from Texas State University. He has extensive experience in healthcare financial management and has specialized in pre-hospital emergency management for more than 25 years. He has additional experience in emergency medicine, having been a director at EmCare and UnitedHealthCare, and CFO for CareFlite.



Travis Autery, MBA, CACO, CADS – Operations Leader

Travis is a Texas native with a master's degree in Business Administration from Dallas Baptist University. He has served in leadership roles within the U.S. military both as a member of the U.S. Army EOD and as a civilian contractor. His specialty is QA/QI (quality assurance/quality improvement) and tactical processes.



Brant Stovall, CCEMT-P – Director of Client Development

Brant Stovall brings 33 years of experience to EMERGICON. Brant has a distinctive combination of skills, having served as a paramedic—both ground and air transport—and also working on the sales and account management side of EMS services. Along with company management, he oversees EMERGICON' s expansion efforts.

Stovall earned his paramedic certification from Weatherford College. He also holds certifications in Advanced Cardiac Life Support Instructor, Basic Trauma Life Support Instructor, Basic C.P.R. Instructor, Pediatric Advanced Life Support, Neonatal Resuscitation Provider and as a Critical Care Paramedic (UMBC).



Nicole Rhone, CAC – Reimbursement Leader
Nicole Rhone has worked within the medical services field for more than 20 years as an EMS billing expert and as a Certified Medical Assistant. Over her career with EMERGICON, she has filled many roles, starting in Accounts Receivables (AR) Specialties then transitioning to AR Lead then AR Manager. Today, she serves as EMERGICON's Reimbursement Leader and is instrumental in helping maintain the company's financial health.



Seth Coussens, MBA – Technology Leader
Seth has more than 15 years' experience in the technology sector. Seth is also a veteran of the United States Army and served six (6) years of active duty as a Captain in the Infantry. Today, he serves as EMERGICON's Technology Leader, a role in which he leads IT and Analytics. Seth holds a bachelor's degree from Iowa State and an MBA from St. Thomas in Houston.



Becky Baugh, CAC – Accounts Receivable Manager
Becky Baugh is a Texas native with over 26 years' experience in the medical billing and collections field. She currently serves as the Accounts Receivable Manager and is a Certified Ambulance Coder. Becky's dedication and expertise contribute significantly to the EMERGICON management team.



Tiffany Pearson – Patient Accounts Manager
Tiffany Pearson is a Texas transplant with a bachelor's degree in Industrial and Organizational Psychology from University of Memphis. She has worked within the medical services field for more than 20 years as an accounts receivable expert. Her specialty is resolving patient needs, reviewing, and analyzing aging's for optimal cash collections. Today, Tiffany serves as EMERGICON's Patient Accounts Manager.



Renee Mathis – Pre-billing Manager
Renee graduated from Trinity Valley Community College as a Phi Theta Kappa and with an associate's degree in applied sciences. Renee has worked her way up over the past six years with EMERGICON, starting as a Pre-biller. She was promoted to Pre- billing Lead and now serves as EMERGICON's Pre-billing Manager. Renee's success and growth with EMERGICON have made her an expert in pre-billing.



Shannon Boyle – CAC, CACO
Shannon is a Texas native who has worked for EMERGICON for over eight years as a billing expert. She holds certifications as a Certified Ambulance Coder and Ambulance Compliance Officer. Today, Shannon serves as the Billing Manager at EMERGICON.



Tiffany Gates – Client Onboarding Manager
Tiffany Gates has worked within the medical billing industry for six years. She received her Medical Billing and Coding certificate in 2014 and has pursued some additional medical education. Tiffany has also worked in client implementation management for three years, which makes her a great asset for EMERGICON as she serves as the Client Onboarding Manager.

Continuing Education for Staff and Clients

At EMERGICON, we believe that our employees are the firms' key strength. We work diligently to provide professional development opportunities for our staff as we continually improve our processes. We frequently send

staff members to the Texas EMS Conference, Texas Ambulance Association conference, Texas EMS Alliance, ESO Wave, and NAAC's abc360 conference so that we can stay abreast of best practices and developments in the industry.

EMERGICON encourages and invests in ongoing education and training for staff members. As noted in the bios above, many of our staff members are certified by the National Academy of Ambulance Compliance (NAAC). These certifications include Certified Ambulance Coder (CAC), Certified Ambulance Compliance Officer (CACO), and Certified Ambulance Documentation Specialist (CADS). For details about these certifications specific to the ambulance industry, please visit www.ambulancecompliance.com/content/certification.

CAC Certified Ambulance Coder | CACO Certified Ambulance Compliance Officer | CADS Certified Ambulance Documentation Specialist

Alongside our focus on continuing education for staff, we also pursue client education. We routinely reach out to clients to ensure there are no outstanding questions or concerns. We offer additional training and resources for our clients as needed at no additional cost.

EMERGICON also offers an annual *Education by the Sea Conference* in collaboration with Port Aransas EMS. All clients are welcome to attend this event, which provides documentation training and continuing education credits. For more information about the conference, please visit https://emergicon.com/education-by-the-sea/.

Technical Requirements

We have organized the remainder of our response in this section around the Technical Requirements presented in the RFP. We have the experience and qualifications needed to partner with the City in meeting or exceeding all of these requirements.

30.1 Compliance

The Contractor shall promptly undertake, through ethical and lawful means the billing and collection of the City of Desoto's Emergency Medical Service (EMS) Fees, with particular attention to the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act, and all other laws applicable to this type of activity. The Contractor should be aware of the contractual restrictions inherent in these billings and shall hold the City of Desoto Emergency Medical Services harmless for any billing errors due to the service's activity.

EMERGICON billing and collection services are fully compliant with the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act, and all other laws applicable to this type of activity. We maintain the confidentiality of all medical and patient information in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). EMERGICON's full compliance plan and Red Flag Rules are available upon request.

Please note that EMERGICON can fulfill medical records requests made on behalf of our clients with our dedicated medical records staff.

EMERGICON will be aware of the contractual restrictions inherent in billings and shall hold the City harmless for any billing errors due to the service's activity. EMERGICON keeps abreast of the latest changes in healthcare billing and maintains a pulse on the industry. We also offer annual compliance training to our clients at events throughout the year with our contracted legal firm, Page, Wolfberg, and Wirth, The National EMS Industry Law Firm®.

30.2 Services

The Contractor will provide the following services:

- *30.2.2 Invoicing;*
- *30.2.3 Statement and dunning letter processing;*

- *30.3.4 Rate adjudication;*
- *30.3.5 Filing claims on behalf of patients with Medicare, Medicaid and third party insurance companies, including Worker's Compensation and Personal Injury Protection (Auto Ins.) Collection of all EMS Fees;*
- *30.3.6 Establish monthly payment plans (minimum payment shall be $25.00 per month), when necessary, for patients financially unable to make one full EMS Fee payment.*

EMERGICON maintains a dedicated Credentialing Department focused on Medicare (CMS) and Medicaid (TMHP) enrollment during onboarding and throughout a client's term.

30.3 Retrieval of Billing Information

Billing information will be retrieved from the City of Desoto Fire Department Emergency Medical Services' Patient Form.

Agreed. EMERGICON will retrieve billing information from the City's Patient Form. EMERGICON verifies all runs have been received through the ePCR system by running regular reports and audits. When applicable, we will then confirm the information through the client's CAD system as well.

Our billing process begins after patient transport is complete and the chart is completed, closed, and locked. Run sheets (ePCR) are then imported into our ambulance billing software. Our billing specialists review the ePCR to confirm that no data was lost on import. This may include key details that are important in the billing process. EMERGICON billers will manually review the chart and assign the billing codes (e.g., ALS, BLS, Resident, Non-Resident). Once the claim is coded, our team completes payer research.

30.4 Suspension of Billing and Collection Efforts Upon Request

The Contractor shall suspend the billing and collection efforts on any EMS Fee upon written notice to do so by a representative of the City (including Fax's).

Agreed. EMERGICON will suspend the billing and collection efforts on any EMS Fee upon written notice.

30.5 No Right of Refusal

The Contractor shall not have the right to refuse to bill and collect any EMS fee.

Agreed. EMERGICON shall not have the right to refuse to bill and collect any EMS fee.

30.6 Electronic Payment of EMS Fees

The Contractor will provide for a means of electronic payment of EMS Fees.

Agreed. All patients have access to view their balance and make online payments at any time through a web portal. Other payment options include a check, credit card, telephone payment, mailed-in payment, or walk-in payment made at your office. We can design payment plans to meet the City's criteria and encourage patients to agree to a mutually acceptable solution to resolve their bill.

30.7 Recordkeeping, Audit, and Access to Records

The Contractor shall maintain adequate records of the services performed, statement and collection letter processing, accounts collected and collections remitted to the City for audit by the City, and all such records shall be available for inspection and audit, without prior notice, by the City of Desoto.

Agreed. EMERGICON provides complete transparency and full recordkeeping for all services performed, including invoicing, statement and dunning letter processing, and EMS fee collections and remittance. We maintain documentation of all services performed, billing phone calls, and all financial data.

Our clients can log into EMERGICON's online system to gain real-time run information 24/7. Authorized City representatives may use this system to view current runs for a set time period. If you are not able to find the answers that you seek from the web, we are also available to assist via phone or email. Clients also have a dedicated 24-hour client hotline for after-hours access to an EMERGICON manager.



Our audits conduct in-depth reviews of providers' documentation and claims processing. We review for compliance with federal Medicare law regarding patient and provider signatures, efficacy of documentation, accuracy of bills sent, and payments received. EMERGICON audits each of our clients and provides written results annually unless the identified issues warrant a greater frequency.

All our records will be available for inspection and audit by the City without prior notice. Also, EMERGICON contracts for an annual SOC 1 Type II audit from a qualified and independent AICPA firm, EMS Financial Services, Inc. The results of this audit are available to all our clients upon request.

30.8 Reporting Formats

All standard billing, collection, and account status reporting formats will be in a format acceptable to the City. The Contractor's proposal shall include proposed reports, and the desired schedule for furnishing each. Minimum report requirements are shown as follows on a monthly basis.

- *30.8.1 A detailed report of billing, collection, adjustments with dollar amounts and quantities;*
- *30.8.2 A summary of EMS Fee billing and collections by month;*
- *30.8.3 An aged accounts receivable balance report.*

Agreed. Please refer to *Section F Reports* for a description and samples of our reports. We meet the City's minimum reporting requirements, and we are willing to provide customizable reports upon request at no additional charge.

As an extra layer of accountability and review, EMERGICON's Client Success Team prepares Executive and Management Summaries, which are reviewed and approved by EMERGICON's leadership team before they are submitted to the client. In these reports, EMERGICON's leadership team reviews all aspects of collections performance and accounts receivable to provide guidance as needed.

We typically provide reports as .pdf files to ensure the content remains static, giving clients peace of mind that the data has remained unedited. We will provide reports in additional formats (e.g., .xls, .xlsx, .pp, .csv) upon request at no additional charge.

30.9 Customer Service for Collection Inquiries

The Contractor will provide a local telephone number for contact with customers concerning collection inquiries.

Agreed. In lieu of a local telephone number, EMERGICON provides a toll-free phone number for billing inquiries: 877-602-2060. We strive to answer all client and patient inquiries within 1–2 business days of receipt. If we are unable to provide an answer, we will at least respond with a timeline on when we should have the requested information. One of the ways in which we encourage patients to contact us with questions is by distributing the cards shown below:





Our regular hours of operation are Monday through Friday, from 8:00 a.m. to 5:00 p.m. However, we understand that EMS staff work around the clock 24/7, so we provide a cell phone number for our key leadership team as well as 24-hour access to our Client Hotline in case the City needs to reach a manager outside of regular business hours.

We fully understand that times may arise where a patient does not agree with the billed amount. EMERGICON strives to verify all information regarding the dispute or hardship and then requests that you make the final determination. As your partner in billing, we want to ensure that you are comfortable with all bill disputes and hardship requests.

30.10 City Name and Address on Customer Invoices

The Contractor will print the name and address of the City of Desoto on the customer's invoices for the purposes of medical records.

Agreed. EMERGICON will print the name and address of the City of DeSoto on customer invoices for the purposes of medical records.

30.11 Invoices

The Contractor will provide invoices according to the fee structure as outlined in "Exhibit A" attached.

Agreed. EMERGICON will provide invoices in accordance with the fee structure provided in Exhibit A of the RFP.

30.12 Insurance

If selected, the agency shall procure, pay for, and maintain during the term of the contract, with a company authorized to do business in the State of Texas and acceptable to the City, the insurance coverage listed in section 23.0; an Acord Certificate of Insurance meeting all minimum required coverages and naming the City as an additional insured shall be provided within 10 calendar days of notice of award.

Agreed. Please refer to *Attachment F Insurance Requirement Affidavit*.

30.13 Monies Collected

All Medicaid, insurance and private payments shall be remitted to the Contractor. All Medicare gross payments shall be remitted to a City Direct Deposit account. The Contractor shall remit to the City on the fifteenth (15th) day of each month, by collection service company check only, the full amount of all accounts which have been paid during the previous month. Any example of the form utilized to report collections must be included with the proposal. Collection service will provide the City with a statement listing names and account numbers of all accounts paid. The statement will reflect the total amount paid during the previous month and indicate whether the payments were received by the collection agency or by the City. The remittance shall be for the gross amount collected and the City shall be billed for the fee (based on proceeds received) due to collection service for the previous month by means of an itemized monthly statement. Statements shall be payable within thirty (30) days after submittal.

Agreed. The process described in *30.13. Monies Collected* is the industry best practice, which EMERGICON

follows with all clients.

EMERGICON will provide a lockbox for the City's payments. Although some of our competitors have a single lockbox for multiple clients, we prefer to establish a lockbox for each client to avoid any commingling of funds (whether actual or perceived) and potential credentialing problems.

We provide detailed accounting of all payments, down to the penny, on a patient-by-patient basis. This provides full transparency for our clients; the City will always have access to the status of all claims and payments. Please refer *Section F Reports* for sample reports, including our month-end invoice detail and the form utilized to report collections.

We will make remittances to the City via ACH payments in accordance with your desired schedule. We close the month, send month-end reports by the 5th business day, and then transfer the funds via ACH.

30.14 Adherence to Billing Requirements and Contractual Restrictions

The Contractor will adhere to and be aware of the current billing requirements and contractual restrictions dictated by the Centers of Medicare and Medicaid Services, Texas Medicaid and Healthcare Partnership, the Health Insurance Portability and Accountability Act, the Texas Worker's Compensation Commission, and shall hold the City harmless for any billing errors to the Contractor's activity.

Agreed. EMERGICON will remain aware of and adhere to the current billing requirements and contractual restrictions dictated by the Centers of Medicare and Medicaid Services, Texas Medicaid and Healthcare Partnership, the Health Insurance Portability and Accountability Act, and the Texas Workers Compensation Commission. Please note that EMERGICON maintains a dedicated Credentialing Department focused on Medicare (CMS) and Medicaid (TMHP) enrollment during onboarding and throughout a client's term.

EMERGICON shall hold the City harmless for any billing errors to the Contractor's activity.

30.15 Software and Hardware

The Proposer will provide as a minimum for electronic patient care reporting (EPCR) and electronic data transfer, at no cost to the city, the full software suite of product and accompanying hardware, along with any interface and communication devices and or instruments. Proposer shall calculate and include the cost to provide this software, hardware and training in its costs for overall collection services. The proposer's provision of Electronic Patient Care Reporting software and hardware will be as follows:

- *30.15.1 EPCR Software, and hardware only (up to 7,500 annual runs) which are HIPAA e-PHI encryption compliant, Administrative Access (up to 10 concurrent users), nine (9) laptop computers, nine (9) docking stations, hard-wired and hard-mounted with quick release, five (5) AVI Devices, wireless services for laptop computers, nine (9) units, CAD interface, data migration, implementation & training, annual support & maintenance, system upgrades included. Any software training of City of DeSoto's Emergency Medical Service staff will be done at the City at the vendor's expense. Points will be allocated based on the perceived effectiveness of the proposal in achieving a more efficient delivery of information from the City of DeSoto to the collector (Exhibit C).*

Agreed. EMERGICON is prepared to meet all your software and hardware needs.

Software

EMERGICON partners with many ePCR solutions, including HealthEMS. Our billing software interfaces seamlessly with HealthEMS for other clients, and we will do the same for the City. Please refer to the following quote, which was provided by HealthEMS.

HealthEMS Subscription Fees - ePCR ONLY

HealthEMS Components	Total
ePCR	$ 745
Fire	$ -
RevNet	$ -
Total Subscribed Monthly Fees	$ 745
Net Monthly Subscription	$ 745

Period	Monthly	Annual
Year 1	$ 745	$ 8,940
Year 2	$ 782	$ 9,384
Year 3	$ 821	$ 9,852
Year 4	$ 862	$ 10,344
Year 5	$ 905	$ 10,860
Total Subscription Fees		$ 49,380

Optional Extension Transaction Fees — *Unit prices are subject to change with 30 days notice*

Description		UM	Price/Unit [2]
HealthEMS SanFax Transaction Fees	*Minimum Fee is $50/month*	Page	$0.06

Hardware

EMERGICON has experience sourcing hardware for clients; we have done so approximately 50 times. We will propose hardware options that meet your needs as specified in Exhibit C of the RFP, and we will guide you in selecting the optimal solution based on your preferences. Please refer to the following two pages for a quote provided by Rugged Depot.

RUGGED DEPOT
WE DON'T DO FRAGILE!

Sales Quotation

Quotation No.:49234
Page 1 of 2

27060 Decker Prairie Rosehill Road
Magnolia, Texas 77355

Tel: 281-305-5076
Ofc: 281-259-6613
Fax:
Drew.Crowe@RuggedDepot.com

Order Date: 05/12/2020
Valid Until: 06/12/2020
Customer Number: C1882
Rep: Drew Crowe
Terms: Credit Card
Customer Ref:

Bill To:
Emergicon LLC
Christopher Turner
8176 Barbaree Blvd

Dallas TX 75228
USA
817-691-6469

Ship To:
Emergicon LLC

817-691-6469

Item Code	Description	Condition	Quantity	Price	Total
CF-20G5-00VM	Public Sector Specific - Premium, Win10 Pro, Intel Core I5-7Y57 1.20GHZ, vPro, 10.1"" WUXGA 10-pt Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel Wi-Fi A/B/G/N/AC, TPM 2.0, Bluetooth, Dual Pass (CH1:WWAN/CH2:WWAN-GPS), 2D Bar Laser (N6603), 4G LTE-Advanced Multi Carrier (EM7455), Infrared Webcam, 8MP Cam, Bridge Battery, Emissive Backlit Keyboard, No Energy Star / EPEAT, 3 Year Panasonic Warranty, Flat, 3 Year ProService Premier Deployment Service, Laptop ProPlus Warranty, and 256 SSD no return service	NEW	9	3,369.00	30,321.00
CF-SVCBATSW4Y	4 YEAR SMART BATTERY WARRANTY WITH SMART SERVICE LITE FOR WINDOWS TOUGHBOOKS AND TOUGHPADS PRIMARY BATTERY. ELIGIBLE MODELS INCLUDE CF-33, CF-54, FZ-G1, FZ-M1; AND REQUIRES INSTALLATION OF SMART BATTERY LITE MONITORING SOFTWARE.	NEW	18	167.00	3,006.00
CF-SVCPSY4	4th year Public Safety Service Bundle Add on (Year 4 only) Must be purchased in conjunction with PS bundle base unit Includes Premier Protection Plus Customer Portal Disk Image Management HDD No Return	NEW	9	348.00	3,132.00
CF-VZSU0QW	Battery for CF-20 Mk1, Mk2 and FZ-A1. For the CF-20, can be used as a replacement for the battery in the tablet or as an optional second battery in the keyboard (Minimum Order Quantity 10)	NEW	9	130.00	1,170.00

Terms and Conditions

* Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge.
* All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice.
* Payment must be made in U.S. dollars.
* Pricing and quantities are subject to change.
* Nomar Enterprises reserves the right to substitute products of equal or greater specifications.
* Invoices are subject to late payment charges of 18% per year computed monthly after due date.
* All products are sold "AS IS"
* No credit allowed for goods returned without prior approval.
* ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY.
* Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Nomar Enterprises LLC within 2 days of receipt of goods. All goods shipped at the buyer's risk.
* Customer also agrees to pay such attorney's fees and costs as are actually incurred for the collection of this amount whether or not suit is instituted.
* All product and services on this invoice will remain the property of Nomar Enterprises and will be fully encumbered until full payment has been remitted.

Nomar Enterprises strives to bring our customers the best possible price everyday.

RUGGED DEPOT
WE DON'T DO FRAGILE!

Sales Quotation

Quotation No.:49234

27060 Decker Prairie Rosehill Road
Magnolia, Texas 77355

Tel: 281-305-5076
Ofc: 281-259-6613
Fax:
Drew.Crowe@RuggedDepot.com

Order Date: 05/12/2020
Valid Until: 06/12/2020
Customer Number: C1882
Rep: Drew Crowe
Terms: Credit Card
Customer Ref:

Bill To:
Emergicon LLC
Christopher Turner
8176 Barbaree Blvd

Dallas TX 75228
USA
817-691-6469

Ship To:
Emergicon LLC

817-691-6469

GJ-20LVD2L	Gamber-Johnson LAPTOP 2 in 1 VEHICLE DOCK (DUAL PASS) for the Panasonic CF-20 with LIND POWER supply. USB 3.0 (2), Serial, Ethernet, HDMI, VGA, Antenna switch, Power input, docking connector cover, docking release lever, Lock (Keyed alike), Lind 90W power supply. Mount in Tablet or Laptop position.	NEW	9	939.00	8,451.00

Freight	$471.00
Tax	$0.00
Total	$46,551.00

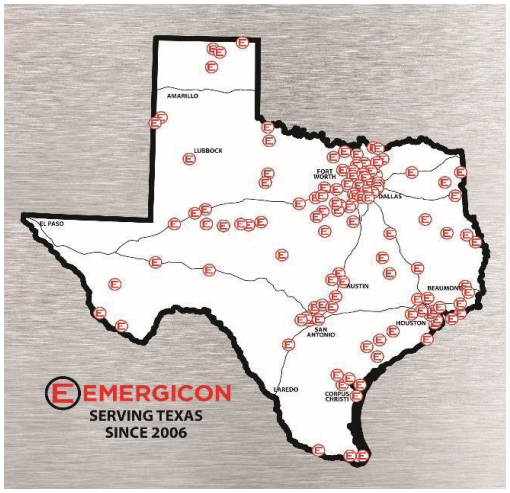
Terms and Conditions

* Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge.
* All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice.
* Payment must be made in U.S. dollars.
* Pricing and quantities are subject to change.
* Nomar Enterprises reserves the right to substitute products of equal or greater specifications.
* Invoices are subject to late payment charges of 18% per year computed monthly after due date.
* All products are sold "AS IS"
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* ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY.
* Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Nomar Enterprises LLC within 2 days of receipt of goods. All goods shipped at the buyer's risk.
* Customer also agrees to pay such attorney's fees and costs as are actually incurred for the collection of this amount whether or not suit is instituted.
* All product and services on this invoice will remain the property of Nomar Enterprises and will be fully encumbered until full payment has been remitted.

Nomar Enterprises strives to bring our customers the best possible price everyday.

B. References

Shall contain names of at least five (5) organizations, preferable local governmental entities or organizations for which your organization has provided this service. Please include organization name, address, contact person and contact person's email address and telephone number.



EMERGICON currently has more than 160 contracts with municipalities, local government agencies, and other ambulance transport service providers with a combined total volume of more than 175,000 transports per year. This client base is far larger than that of any of our competitors. We work with EMS providers throughout Texas, regardless of size. Some of our smallest, rural clients (e.g., Marfa, and Terlingua) have just 50–60 transports per year, while our larger, urban clients (e.g., San Marcos, Georgetown, and Grapevine) have well over 10,000 transports per year.

EMERGICON has a 98% client retention rate, and many of those client relationships date back to our inception in 2006. Please refer to *Attachment H Qualifications and Reference Sheet* for contact information for five references. We will provide additional references upon request.

We invite you to review the following testimonials written by representatives of some of the municipalities, emergency services districts, and hospital districts whom we have helped to increase reimbursements and better serve citizens by improving their collections program.

"Since we've started working with EMERGICON we've seen our cash revenue increase by almost 30%. Every claim is handled by a human being and not just a computer, which gives us much better results."

– Paul Smith, EMS Director, Parker County/LifeCare EMS

"Since we started with EMERGICON our revenue has dramatically increased. We're able to serve our citizens better with EMERGICON's help."

– Brent Smith, EMS Director, Hopkins County

"For anybody that's considering giving EMERGICON a shot, I think it's the best thing you can do for your agency, for your people, for your bottom line."

– Chase Nielsen, Former EMS Director, El Campo EMS

"Since we have had EMERGICON do our billing, we have seen a large increase in our revenue and we receive our money in a much shorter time frame. They are truly customer service driven and have exhibited a high level of both professionalism and integrity."

– Tim McIntosh, EMS Director/Chief, Port Aransas EMS

"EMERGICON is very easy to work with. They are always a phone call away and they make billing easy for us and for our patients."

– Diane Powell, District Administrator, Sabine County Hospital District

"EMERGICON was selected from over a dozen proposals to provide EMS billing services for us. This was our first experience with third-party billing, and EMERGICON made the transition smooth and virtually effortless."

– Robert Hemminger, Director of Emergency Services/City of Deer Park

C. Fee Percent Commission on all Collections

Section should address in detail the commission structure pertaining to this service. In this section firm shall propose what percentage of commission they shall receive for the EMS Billing and Collection services provided in "turnkey" and outlined in this proposal.

Based on our experience, knowledge, and proven process for EMS billing and collections, we will be able to return a higher percentage and higher cash collections. We anticipate that our percentage remitted to the city will be **31%**, which is higher than the 27% currently remitted by the incumbent billing service provider. In doing so, we will increase the City's cash per transport from $330 to $391, and increase annual total cash collections from $1.228M to $1.342M as illustrated below.

	Current	EMERGICON Projections	Increase
Gross Charges*	$ 4,249,351	$ 4,249,351	
Cash Collections	$ 1,228,632	$ 1,455,419	**$ 226,787**
Gross per Transport	$ 1,142	$ 1,142	
Cash per Transport (CPT)	$ 330	$ 391	**$ 60.96**
Commissions	$ 79,861.08	$ 116,433.55	**$ 36,572.47**
Net remitted to the City	$ 1,148,770.92	$ 1,307,723.80	
Total percentage remitted to the City	**27%**	**31%**	

** Assumptions: volume 3,720; average mileage 5.*

EMERGICON proposes a **base commission rate of 8% of all cash collections**.

D. Electronic Data Transfer Proposal

Section should contain a proposal for automating the transfer of data from the City of Desoto to the proposed collector. Electronic data transfer shall be HIPAA e-PHI security compliant.

EMERGICON will automate the transfer of data from the City. Our billing process begins after the patient transport is complete and the chart is completed, closed, and locked in the ePCR. Run sheet (ePCR) data is imported from the City's National EMS Information System (NEMSIS) extract into EMERGICON's ambulance billing software, ESO Solutions. This software is based on GAAP financial principles, is HIPAA-compliant, and integrates with virtually all ePCR systems.

NEMSIS is the official EMS data collection standard for EMS agencies. It is an information systems compliance architecture that allows the transfer of data between systems. As such, it provides the framework for collecting, storing, and sharing standardized EMS data from states nationwide.

EMERGICON's billing specialists work with two monitors: one with the ESO billing software and the other with the patient chart in print preview format. They do this because, while it is technically possible to import every field of the ePCR into the billing software, many notes in the documentation need to be reviewed by human eyes. For example, any mark on a signature line will register as a positive signature upon import. However, EMERGICON looks at the electronic signature line to verify that a signature was obtained, rather than just a mark. This is just one of the many ways in which we ensure the completeness and accuracy of claims in order to maximize our clients' collections.

Our electronic data transfer will be HIPAA e-PHI security compliant. As stated above, we maintain the confidentiality of all medical and patient information in accordance with HIPAA guidelines. EMERGICON's full compliance plan and Red Flag Rules are available upon request.

F. Reports

Sample copies of monthly reports that will be provided to the City for each month's transactions.

EMERGICON provides clients with 24/7 access to real-time data through our web reports portal. The City will receive login credentials and be able to access reports whenever and wherever desired.

EMERGICON provides monthly close reports that are available by the 5th business day of the month. Monthly collections reports are available by the 15th calendar day each month. These monthly reports comprise the following:

- Balance Summary
- Executive Summary
- Monthly Charge Report
- Monthly Credit Report
- Monthly Credit Detail
- Aged Accounts Receivable
- Payor Activity Summary
- Invoice Summary

We also provide annual reports identifying trends over a 12-month timeframe, either based on the calendar year or the City's fiscal year timeframe, and reports typically used for auditing purposes. As an extra layer of accountability and review, EMERGICON's Client Success Team prepares Executive and Management Summaries, which are reviewed and approved by EMERGICON's leadership team before they are submitted to the client. In these reports, EMERGICON's leadership team reviews all aspects of collections performance and accounts receivable to provide guidance as needed.

We typically provide reports as .pdf files to ensure the content remains static, giving clients peace of mind that the data has remained unedited. We will provide reports in additional formats (e.g., .xls, .xlsx, .pp, .csv) upon request at no additional charge.

The following pages presents sample reports, including our Executive and Management Summaries. Customizable reports will be made available upon request at no additional charge.

E Management Summary

12 Month Look-Back

## Your Company													
													Totals
Gross Charges	$733,110.00	$771,014.76	$853,120.00	$823,949.46	$791,710.00	$830,495.07	$813,463.72	$816,985.00	$771,746.33	$811,791.59	$782,555.14	$768,710.00	**$9,568,651.07**
Cash Collections	$346,722.91	$305,677.90	$264,947.90	$370,920.75	$303,431.85	$335,878.15	$355,033.29	$342,249.48	$337,730.64	$334,521.62	$302,737.56	$280,292.85	**$3,880,144.90**
Gross Charge/Txp	$1,084.48	$1,095.19	$1,069.07	$1,074.25	$1,092.01	$1,107.33	$1,120.47	$1,125.32	$1,096.23	$1,105.98	$1,116.34	$1,112.46	**$1,099.59**
Cash/Txp (CPT)	$512.90	$434.20	$332.01	$483.60	$418.53	$447.84	$489.03	$471.42	$479.73	$455.75	$431.87	$405.63	**$445.89**
Collection Rate	47.3%	39.6%	31.1%	45.0%	38.3%	40.4%	43.6%	41.9%	43.8%	41.2%	38.7%	36.5%	**40.6%**

Payer Mix													
Medicare	59.3%	54.6%	62.8%	67.9%	65.5%	66.8%	63.5%	61.2%	59.2%	62.4%	60.2%	60.4%	**62.1%**
Medicaid	11.0%	11.4%	8.3%	7.3%	7.2%	7.1%	8.4%	6.1%	8.1%	6.8%	8.3%	7.0%	**8.0%**
Insurance	15.7%	19.0%	16.6%	13.3%	15.6%	14.9%	16.3%	18.9%	20.0%	16.2%	14.8%	16.1%	**16.4%**
Facility	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	**0.0%**
Bill Patient	0.4%	0.7%	0.1%	0.3%	0.1%	0.0%	0.3%	0.0%	0.1%	0.5%	0.3%	0.1%	**0.3%**
Private Pay	13.2%	14.1%	11.8%	10.8%	11.6%	10.7%	10.8%	13.8%	11.8%	12.9%	16.0%	16.2%	**12.8%**

EMERGICON
emergency medical billing

Level of Service

Level of Service													
SCT	0.3%	0.1%	0.4%	0.4%	0.7%	0.3%	0.3%	0.1%	0.1%	0.3%	0.3%	0.1%	**0.3%**
ALS2	3.7%	1.6%	1.5%	1.3%	4.0%	4.7%	5.5%	4.5%	4.4%	4.6%	4.4%	7.4%	**3.9%**
ALS-Emergent	46.2%	44.9%	42.5%	44.9%	43.9%	45.9%	47.9%	46.1%	46.9%	46.0%	47.1%	39.9%	**45.2%**
ALS-Non	0.1%	0.0%	0.0%	0.0%	0.6%	1.3%	2.1%	1.1%	1.6%	2.9%	1.3%	2.7%	**1.1%**
BLS-Emergent	48.5%	52.8%	55.3%	52.9%	48.7%	43.1%	40.8%	44.9%	43.9%	42.2%	43.2%	45.9%	**46.9%**
BLS-Non	1.2%	0.6%	0.4%	0.4%	2.2%	4.8%	3.4%	3.2%	3.1%	4.0%	3.7%	3.9%	**2.6%**
Facility													

Level of Service Volume													
SCT	2	1	3	3	5	2	2	1	1	2	2	1	**25**
ALS2	25	11	12	10	29	35	40	33	31	34	31	51	**342**
ALS-Emergent	312	316	339	344	318	344	348	335	330	338	330	276	**3,930**
ALS-Non	1	-	-	-	4	10	15	8	11	21	9	19	**98**
BLS-Emergent	328	372	441	406	353	323	296	326	309	310	303	317	**4,084**
BLS-Non	8	4	3	3	16	36	25	23	22	29	26	27	**222**
Facility	-	-	-	1	-	-	-	-	-	-	-	-	**1**
Total	676	704	798	767	725	750	726	726	704	734	701	691	**8,702**
Transport Mileage	8,033	8,801	9,626	9,326	9,043	10,105	9,397	10,255	8,198	9,756	9,620	9,285	**111,444**

EMERGICON
emergency medical billing

Year-Over-Year Comparison

## Your Company	10/01/17 to 09/30/18	10/01/18 to 09/30/19	
	12 Months	12 Months	Variance
Gross Charges	$9,568,651.07	$17,049,648.03	$7,480,996.96
Cash Collections	$3,880,144.90	$4,599,283.40	$719,138.50
Gross Charge/Txp	$1,099.59	$1,832.31	$732.72
Cash/Txp (CPT)	$445.89	$494.28	$48.39
Collection Rate	40.55%	26.98%	-13.57%
Total Volume	**8702**	**9305**	**603**
	Payer Mix		
Medicare	62.08%	60.60%	-1.48%
Medicaid	8.03%	8.59%	0.56%
Insurance	16.42%	15.93%	-0.49%
Private Pay	12.75%	14.15%	1.40%
	Level of Service		
SCT	0.29%	0.26%	-0.03%
ALS2	3.93%	5.91%	1.98%
ALS-Emergent	45.16%	43.43%	-1.73%
ALS-Non	1.13%	1.47%	0.35%
BLS-Emergent	46.93%	44.80%	-2.13%
BLS-Non	2.55%	4.12%	1.56%

Gross charges and cash collections have increased

Volume has increased

Commercial insurance has decreased

Non-emergent runs have decreased

EMERGICON
emergency medical billing

Analysis and Recommendations

As we continue into this fiscal year, we want to update you on your long-term collections activity. Your organization has had an outstanding last 12 months. Your agency is experiencing increasing volume, and your gross charges and cash collections have also increased. Another positive operational trend is a decrease in non-emergent transfers. As can be seen in the comparison on the previous page, there has been a decrease in your commercial insurance. A decrease in commercial insurance can affect cash per transport and collection rates. We have no recommendations at this time, however, we will continue to monitor these variables.

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emergency medical billing

Documentation

We would like to take this opportunity to provide some general documentation guidance. There are certain elements of documentation that are crucial to the billing and reimbursement process. In addition to providing an accurate and complete narrative of the patient's condition as well as the treatment that was provided, it can be very impactful to ensure that **patient signatures, social security numbers, and hospital face sheets** are included in documentation. The agencies that consistently provide these elements experience faster reimbursement and a higher average cash per transport.

Patient Signatures -The most common documentation issue that can stop or delay Medicare payment is a missing patient signature. We cannot bill Medicare without a signature. The patient's signature serves several important functions. When the patient is unable to sign, a valid reason should be listed and the appropriate representative should sign for the patient.

Social Security Numbers -Collecting social security numbers will maximize primary and secondary insurance discovery. A social security number is also useful in the event that a skip trace is needed to acquire a patient's whereabouts. Obtaining social security numbers from all conscious and capable patients is ideal.

Hospital Face Sheets –Acquiring hospital face sheets can decrease our time to bill, increase our accuracy on payer information, and reduce the overall time for reimbursement. Ensuring that personnel acquire hospital face sheets will positively impact your revenue.

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Facility Guidance

This portion of the Management Summary will let you know if there are ever any facilities that have delinquent balances.

Over 90 Days Facility Balances:

Facility	Total AR	AR Over 90
HOSPICE SERVICE PLUS	$401	$401
HOME HEALTH & HOSPICE	$246	$246
NURSING CENTER	$2,595	$0
HOSPICE PLUS	$383	$383
NURSING & REHABILITATION, LP	$2,009	$2,009
SKILLED MANAGEMENT	$658	$658
COUNTY JAIL	$108,920	$91,100
NURSING & REHABILITATION	$413	$413
HOSPICE	$1,291	$1,291
MEDICAL CITY	$2,478	$2,478
REHABILITATION HOSPITAL	$1,952	$1,952
Grand Total	**$121,346**	**$100,931**

An effort has been made to collect these balances. We felt that it was necessary to inform your agency of these occurrences. Please feel free to contact us to discuss the different options available in regards to this type of facility non-payment.

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Refusals/TNTs/Non-Chargeable Activity

Your agency conducted **12,571 transports** in the last 12 months that resulted in charges.

During the last 12 months there were **116 treatment-no-transport** (TNT) charges.

Your agency also had **3,157 non-chargeable incidents** that, due to lack of transport and/or treatment, did not warrant charges.

Refusals and non-chargeable activity account for **26.04%** of your organization's EMS activity during the last 12 months.

To put this into perspective, the current average non-chargeable activity rate across all Emergicon clients is **32.08%.**

Your organization has an excellent transport to non-transport ratio!

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Thank you!

It is Emergicon's goal to provide service above and beyond what is expected. The Analytics Team here at Emergicon will continue to monitor your organization's financial performance and make recommendations accordingly. Your next management summary is scheduled for the week of July 30, 2020. If you ever have any questions or need anything at all, please let us know. Thank you very much.

Please let us know if we can be of assistance!

Dial the Client Hotline!

866.TEX.EMS1

866.839.3671

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Fire Department
Executive Summary - 10/01/18 to 09/30/19

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Totals
Gross Charges	$146,941.80	$132,471.46	$146,119.60	$121,234.15	$109,682.29	$144,053.66	$29,550.59	$0.00	$0.00	$0.00	$0.00	$0.00	$830,053.55
Cash Collections	($44,380.47)	($43,057.41)	($35,691.92)	($51,248.81)	($26,546.19)	($26,501.64)	($9,199.01)	$0.00	$0.00	$0.00	$0.00	$0.00	($236,625.45)
Gross Charge/Txp	$1,412.90	$1,409.27	$1,340.55	$1,638.30	$1,687.42	$1,756.75	$1,738.27	$0.00	$0.00	$0.00	$0.00	$0.00	$1,523.03
Cash/Txp (CPT)	$426.74	$458.06	$327.45	$692.55	$408.40	$323.19	$541.12	$0.00	$0.00	$0.00	$0.00	$0.00	$434.18
Collection Rate	30.20%	32.50%	24.43%	42.27%	24.20%	18.40%	31.13%	0.00%	0.00%	0.00%	0.00%	0.00%	28.51%
Payer Mix													
Medicare	60.6%	57.4%	53.2%	58.1%	55.4%	52.4%	35.3%	0.0%	0.0%	0.0%	0.0%	0.0%	55.6%
Medicaid	6.7%	7.4%	6.4%	10.8%	13.8%	12.2%	5.9%	0.0%	0.0%	0.0%	0.0%	0.0%	9.0%
Insurance	13.5%	13.8%	27.5%	23.0%	18.5%	19.5%	41.2%	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%
Private Pay	19.2%	19.1%	11.0%	8.1%	12.3%	14.6%	17.6%	0.0%	0.0%	0.0%	0.0%	0.0%	14.5%
Level of Service													
ALS - Advanced Life Support A0427	0.00	1.06%	2.75%	40.54%	52.31%	60.98%	64.71%	0.00	0.00	0.00	0.00	0.00	23.67%
ALS Non Emergent A0426	9.62%	6.38%	5.50%	9.46%	3.08%	6.10%	0.00	0.00	0.00	0.00	0.00	0.00	6.61%
ALS-2 Emergency A0433	2.88%	4.26%	3.67%	2.70%	0.00	4.88%	0.00	0.00	0.00	0.00	0.00	0.00	3.12%
ALSE - A0427	54.81%	45.74%	43.12%	20.27%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.72%
ALSI - A0427	2.88%	5.32%	4.59%	5.41%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.12%
BLS - Basic Life Support A0429	25.00%	30.85%	33.03%	21.62%	41.54%	24.39%	35.29%	0.00	0.00	0.00	0.00	0.00	29.36%
BLS Non Emergency A0428	4.81%	5.32%	7.34%	0.00	1.54%	3.66%	0.00	0.00	0.00	0.00	0.00	0.00	4.04%
SCTA0434	0.00	1.06%	0.00	0.00	1.54%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.37%
Level of Service Volume													
ALS - Advanced Life Support A0427	0	1	3	30	34	50	11	0	0	0	0	0	129
ALS Non Emergent A0426	10	6	6	7	2	5	0	0	0	0	0	0	36
ALS-2 Emergency A0433	3	4	4	2	0	4	0	0	0	0	0	0	17
ALSE - A0427	57	43	47	15	0	0	0	0	0	0	0	0	162
ALSI - A0427	3	5	5	4	0	0	0	0	0	0	0	0	17
BLS - Basic Life Support A0429	26	29	36	16	27	20	6	0	0	0	0	0	160
BLS Non Emergency A0428	5	5	8	0	1	3	0	0	0	0	0	0	22
Ground Mileage A0425	1,309	1,217	1,404	1,083	869	1,197	188	0	0	0	0	0	7,266
SCTA0434	0	1	0	0	1	0	0	0	0	0	0	0	2
Total	104	94	109	74	65	82	17	0	0	0	0	0	545

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Closing Balance Summary for Period

Transaction Date	GreaterThanOrEqual	9/01/2019
Transaction Date	LessThanOrEqual	9/30/2019
Company Code	Equal	## Your Company

Your Company — **AR Previous Balance: $3,751,974.19**

Charges in Period	$1,460,342.50
Credits	($1,457,062.17)
Charge Adjustments	$6,583.43
Total AR Change for	**$9,863.76**

Charges in Period	$1,460,342.50
Credits	($1,457,062.17)
Charge Adjustments	$6,583.43
Accounts Receivable Change	**$9,863.76**

Total Balance Forward: $3,761,837.95

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08/01/19

Charge Summary

Transaction Date	GreaterThanOrEqual	07/01/2019
Transaction Date	LessThanOrEqual	07/31/2019
Company Code	Equal	## Your Company

Non-Resident

Base	Quantity	Amount
ALS - Advanced Life Support A0427	65	47,125.00
ALS-2 Emergency A0433	4	3,500.00
BLS - Basic Life Support A0429	31	22,475.00
Base	**100**	**73,100.00**

Mileage	Quantity	Amount
Ground Mileage A0425	559	8,389.50
Mileage	**559**	**8,389.50**

Oxygen	Quantity	Amount
Oxygen A0422	8	760.00
Oxygen	**8**	**760.00**

UnlistedSupplyService	Quantity	Amount
ALS Disposables A0398	54	10,800.00
BLS Disposables A0382	26	3,900.00
UnlistedSupplyService	**80**	**14,700.00**

MileageRounding	Quantity	Amount
Rounding -Mileage	46	685.50
MileageRounding	**46**	**685.50**

Total for Non-Resident	**793**	**97,635.00**

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08/01/19 Charge Summary

Resident

Base	Quantity	Amount
ALS - Advanced Life Support A0427	209	135,850.00
ALS-2 Emergency A0433	11	8,800.00
BLS - Basic Life Support A0429	95	62,400.00
Base	**315**	**207,050.00**

Mileage	Quantity	Amount
Ground Mileage A0425	1,593	23,901.00
Mileage	**1,593**	**23,901.00**

Oxygen	Quantity	Amount
Oxygen A0422	17	1,615.00
Oxygen	**17**	**1,615.00**

UnlistedSupplyService	Quantity	Amount
ALS Disposables A0398	103	20,600.00
BLS Disposables A0382	30	4,500.00
UnlistedSupplyService	**133**	**25,100.00**

MileageRounding	Quantity	Amount
Rounding -Mileage	142	2,124.00
MileageRounding	**142**	**2,124.00**

Total for Resident	**2,200**	**259,790.00**

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08/01/19 Charge Summary

Base	415	280,150.00
Mileage	2,153	32,290.50
Oxygen	25	2,375.00
UnlistedSupplyService	213	39,800.00
MileageRounding	187	2,809.50
Total Overall Charges	**2,993**	**357,425.00**

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08/01/19 Credit Summary with Matrix

Transaction Date	GreaterThanOrEqua	07/01/2019
Transaction Date	LessThanOrEqual	07/31/2019
Company Code	Equal	## Your Company
System Transaction Type	NotEqual	Invoice

You Company

0-<None>

Bill Patient	Quantity	Amount
Provider Rec Payment - Check	1	-20.00
Totals for Bill Patient	**1**	**-20.00**

Total AR Change for 0-<None>	**1**	**-20.00**

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Non-Resident

Private Pay	Quantity	Amount
Emer Rec Payment - Credit Card	2	-715.00
Provider Rec Payment - Check	4	-1,045.00
Write Off Unable to Locate	1	-1,000.00
Write-off-Bad Debt	21	-21,350.00
Totals for Private Pay	**28**	**-24,110.00**

Medicare	Quantity	Amount
Emer Rec Payment - Credit Card	1	-205.97
Manual Contractual - Medicare	16	-5,505.49
Provider Rec Payment - Check	16	-4,573.14
Totals for Medicare	**33**	**-10,284.60**

Medicaid	Quantity	Amount
Emer Rec Payment - Credit Card	1	-296.79
Manual Contractual - Medicaid	11	-8,082.01
Provider Rec Payment - Check	13	-3,289.86
Totals for Medicaid	**25**	**-11,668.66**

Commercial Insurance	Quantity	Amount
Emer Rec Payment - Credit Card	2	-1,494.40
Provider Rec Payment - Check	44	-28,562.76
Write Off-Medicaid Secondary	1	-413.03
Totals for Commercial Insurance	**47**	**-30,470.19**

Bill Patient	Quantity	Amount
Emer Rec Payment - Credit Card	15	-1,815.41
Provider Rec Payment - Check	5	-425.00
Write-off-Bad Debt	16	-7,897.52

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08/01/19 Credit Summary with Matrix

Totals for	Bill Patient	**36**	**-10,137.93**
Total AR Change for	**Non-Resident**	**169**	**-86,671.38**

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08/01/19 Credit Summary with Matrix

Resident

Worker's Comp	Quantity	Amount
Manual Contractual - Contract	1	-380.90
Provider Rec Payment - Check	1	-559.10
Totals for Worker's Comp	**2**	**-940.00**

Private Pay	Quantity	Amount
Emer Rec Payment - Credit Card	17	-682.00
Manual Contractual - Contract	1	-875.00
Provider Rec Payment - Check	8	-1,255.00
Write-off-Bad Debt	25	-20,700.00
Totals for Private Pay	**51**	**-23,512.00**

Medicare	Quantity	Amount
Emer Rec Payment - Credit Card	4	-766.81
Manual Contractual - Contract	5	-1,248.65
Manual Contractual - Medicaid	1	-372.75
Manual Contractual - Medicare	168	-52,511.55
Provider Rec Payment - Check	173	-52,851.25
Write Off-Medicaid Secondary	3	-250.00
Totals for Medicare	**354**	**-108,001.01**

Medicaid	Quantity	Amount
Emer Rec Payment - Credit Card	2	-754.78
Manual Contractual - Contract	4	-2,413.70
Manual Contractual - Medicaid	28	-18,255.54
Provider Rec Payment - Check	53	-10,904.24
Write Off-Medicaid Secondary	3	-386.30
Totals for Medicaid	**90**	**-32,714.56**

Commercial Insurance	Quantity	Amount

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Emer Rec Payment - Credit Card	7	-1,363.32
Manual Contractual - Contract	3	-850.91
Manual Contractual - Medicare	1	-278.38
Provider Rec Payment - Check	115	-48,979.27
Write Off-Medicaid Secondary	1	-100.00
Totals for Commercial Insurance	**127**	**-51,571.88**

Bill Patient	Quantity	Amount
Emer Rec Payment - Credit Card	57	-7,486.36
Provider Rec Payment - Check	49	-7,484.10
Write-off-Bad Debt	34	-11,633.48
Totals for Bill Patient	**140**	**-26,603.94**

Total AR Change for Resident	**764**	**-243,343.39**

Payment	590	-175,529.56
WriteOff	344	-154,505.21
Total Credit Summary	**934**	**-330,034.77**

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08/01/19 Credit Summary with Matrix

Your Company

Credit Description	Bill Patient	Commercial Insurance	Medicaid	Medicare	Private Pay	Worker's Comp	Total
Emer Rec Payment - Credit Card	($9,301.77)	($2,857.72)	($1,051.57)	($972.78)	($1,397.00)		($15,580.84)
Manual Contractual - Contract		($850.91)	($2,413.70)	($1,248.65)	($875.00)	($380.90)	($5,769.16)
Manual Contractual - Medicaid			($26,337.55)	($372.75)			($26,710.30)
Manual Contractual - Medicare		($278.38)		($58,017.04)			($58,295.42)
Provider Rec Payment - Check	($7,929.10)	($77,542.03)	($14,194.10)	($57,424.39)	($2,300.00)	($559.10)	($159,948.72)
Write Off Unable to Locate					($1,000.00)		($1,000.00)
Write Off-Medicaid Secondary		($513.03)	($386.30)	($250.00)			($1,149.33)
Write-off-Bad Debt	($19,531.00)				($42,050.00)		($61,581.00)
Total	($36,761.87)	($82,042.07)	($44,383.22)	($118,285.61)	($47,622.00)	($940.00)	($330,034.77)

Credit Type Totals	Bill Patient	Commercial Insurance	Medicaid	Medicare	Private Pay	Worker's Comp	Total
Manual Contractual		($1,129.29)	($28,751.25)	($59,638.44)	($875.00)	($380.90)	($90,774.88)
Payment	($17,230.87)	($80,399.75)	($15,245.67)	($58,397.17)	($3,697.00)	($559.10)	($175,529.56)
Write-Off	($19,531.00)	($513.03)	($386.30)	($250.00)	($43,050.00)		($63,730.33)
Total	($36,761.87)	($82,042.07)	($44,383.22)	($118,285.61)	($47,622.00)	($940.00)	($330,034.77)

EMERGICON
emergency medical billing

08/01/19

Payor Summary

Transaction Date	GreaterThanOrE ual	07/01/2016
Transaction Date	LessThanOrE ual	07/31/2016
Company Code	E ual	## Your Company

Your Company

0- one

ill atient	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
Bill Patient	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($20.00)	($20.00)
otal or ill atient	**0**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**20 00**	**20 00**
otal ange or 0- one	**0**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**20 00**	**20 00**

on- e i ent

or er omp	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
A BEC FO NDATION COMPAN	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($1,990.00)	($1,990.00)
CORVEL CORPORATION	1	$1,060.00	$0.00	$1,060.00	$0.00	$0.00	$0.00	$0.00	$1,060.00
MAR EL	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($25.00)	($25.00)
MCMC	1	$1,000.00	$0.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	$1,000.00
North American Benefits	1	$1,215.00	$0.00	$1,215.00	$0.00	$0.00	$0.00	$0.00	$1,215.00
otal or or er omp	**3**	**3 2 00**	**0 00**	**3 2 00**	**0 00**	**0 00**	**0 00**	**2 01 00**	**1 2 0 00**

rivate ay	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
JIM ADLER ASSOCIATES	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($935.00)	($935.00)
Private Pay	35	$35,385.00	$0.00	$35,385.00	($22,350.00)	$0.00	$0.00	($825.00)	$12,210.00
otal or rivate ay	**3**	**3 38 00**	**0 00**	**3 38 00**	**22 3 0 00**	**0 00**	**0 00**	**1 0 00**	**11 2 00**

Me icare	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
BL E CROSS OF TE AS MEDICARE	0	$0.00	$0.00	$0.00	($656.19)	$0.00	$0.00	$0.00	($656.19)
Cigna ealthspring MCR	1	$770.00	$0.00	$770.00	$0.00	$0.00	$0.00	$0.00	$770.00
EALT SPRING MEDICARE	0	$0.00	$85.82	$85.82	$0.00	$0.00	$0.00	($85.82)	$0.00
MANA Medicare	3	$2,370.00	($359.34)	$2,010.66	$0.00	$0.00	$0.00	($410.66)	$1,600.00
Medicare	11	$7,875.00	($4,212.76)	$3,662.24	($86.10)	$0.00	$0.00	($4,121.70)	($545.56)
Secure ori ons	1	$1,010.00	($1,019.21)	($9.21)	$0.00	$0.00	$0.00	($615.79)	($625.00)
Texas ealthspring Medicare	0	$0.00	$0.00	$0.00	($50.00)	$0.00	$0.00	$0.00	($50.00)
ELLMED- MCR	2	$1,600.00	$0.00	$1,600.00	$0.00	$0.00	$0.00	$0.00	$1,600.00
otal or Me icare	**18**	**13 2 00**	**0 49**	**8 119 1**	**92 29**	**0 00**	**0 00**	**233 9**	**2 093 2**

Me icai	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
AETNA BETTER EALT	0	$0.00	($698.21)	($698.21)	$0.00	$0.00	$0.00	($296.79)	($995.00)
AMERIGRO P	6	$6,910.00	($3,237.84)	$3,672.16	$0.00	$0.00	$0.00	($1,207.16)	$2,465.00

Me icai	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
Medicaid	1	$995.00	$0.00	$995.00	$0.00	$0.00	$0.00	$0.00	$995.00
Molina ealthcare Of Texas	0	$0.00	($2,118.77)	($2,118.77)	$0.00	$0.00	$0.00	($951.23)	($3,070.00)
PAR LAND COMM NIT EALT	1	$970.00	($1,370.14)	($400.14)	$0.00	$0.00	$0.00	($579.86)	($980.00)
Superior ealthplan	0	$0.00	($657.05)	($657.05)	$0.00	$0.00	$0.00	($277.95)	($935.00)
otal or Me icai	**8**	**8 8 00**	**8 082 01**	**92 99**	**0 00**	**0 00**	**0 00**	**3 312 99**	**2 20 00**

ommercial n urance	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
AETNA	3	$2,935.00	$0.00	$2,935.00	($619.39)	$0.00	$0.00	($476.22)	$1,839.39
Allstate Insurace	1	$150.00	$0.00	$150.00	$0.00	$0.00	$0.00	$0.00	$150.00
BL E CROSS OF TE AS	7	$7,250.00	$0.00	$7,250.00	($3,586.43)	$0.00	$0.00	($9,040.37)	($5,376.80)
CARROLLTON SPRINGS RE AB	0	$0.00	$0.00	$0.00	($2.59)	$0.00	$0.00	$0.00	($2.59)
CIGNA 182223	5	$5,305.00	$0.00	$5,305.00	$0.00	$0.00	$0.00	($1,617.08)	$3,687.92
CIGNA GREAT EST	2	$1,940.00	$0.00	$1,940.00	$0.00	$0.00	$0.00	($904.42)	$1,035.58
COVENTR OF ANSAS	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($40.00)	($40.00)
CRIME VICTIMS/A STIN	1	$1,125.00	$0.00	$1,125.00	$0.00	$0.00	$0.00	$0.00	$1,125.00
FARMERS INS	1	$1,025.00	$0.00	$1,025.00	$0.00	$0.00	$0.00	$0.00	$1,025.00
GPA	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($764.00)	($764.00)
MANA/commercial	0	$0.00	$0.00	$0.00	($1,000.00)	$0.00	$0.00	($982.00)	($1,982.00)
MOLINA (AFFORD CA COMMERCIAL)	2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($417.37)	($417.37)
PCIP	2	$2,230.00	$0.00	$2,230.00	$0.00	$0.00	$0.00	$0.00	$2,230.00
PROGRESSIVE	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($1,105.00)	($1,105.00)
Scott hite ealth Plan	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($2,456.38)	($2,456.38)
Tricare	3	$2,490.00	$0.00	$2,490.00	($525.73)	$0.00	$0.00	$0.00	$1,964.27
MR	1	$935.00	$0.00	$935.00	$0.00	$0.00	$0.00	($1,885.00)	($950.00)
NITED LT CARE	8	$8,010.00	$0.00	$8,010.00	($1,784.12)	$0.00	$0.00	($10,413.53)	($4,187.65)
eb TPA	1	$1,095.00	$0.00	$1,095.00	$0.00	$0.00	$0.00	$0.00	$1,095.00

ommercial n urance	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
otal or ommercial n urance	3	34 490 00	0 00	34 490 00	18 2	0 00	0 00	30 101 3	3 129 3

	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
	2	$1,985.00	$0.00	$1,985.00	$0.00	$0.00	$0.00	$0.00	$1,985.00
otal or	2	1 98 00	0 00	1 98 00	0 00	0 00	0 00	0 00	1 98 00
otal ange or on- e i ent	103	9 3 00	13 8 0	84 04 0	30 0	0 00	0 00	42 423 33	10 9 3 2

e i ent

or er omp	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
BABES C IC EN	1	$910.00	$0.00	$910.00	$0.00	$0.00	$0.00	$0.00	$910.00
TML/ OR ERS COMP	0	$0.00	($380.90)	($380.90)	$0.00	$0.00	$0.00	($559.10)	($940.00)
Travelers-PC Claim /C	1	$910.00	$0.00	$910.00	$0.00	$0.00	$0.00	$0.00	$910.00
otal or or er omp	**2**	**1 820 00**	**380 90**	**1 439 10**	**0 00**	**0 00**	**0 00**	**9 10**	**880 00**

rivate ay	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
Private Pay	40	$37,910.00	($875.00)	$37,035.00	($20,700.00)	$0.00	$0.00	($1,012.00)	$15,323.00
otal or rivate ay	**40**	**3 910 00**	**8 00**	**3 03 00**	**20 00 00**	**0 00**	**0 00**	**1 012 00**	**1 323 00**

Me icare	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
ADVANTAGE B S PERIOR	1	$785.00	($331.00)	$454.00	($86.30)	$0.00	$0.00	($367.70)	$0.00
AETNA-ELPASO MEDICARE	7	$4,910.00	($1,935.35)	$2,974.65	($324.21)	$0.00	$0.00	($2,312.34)	$338.10
AMERIGRO P MEDICARE	1	$875.00	$0.00	$875.00	$0.00	$0.00	$0.00	$0.00	$875.00
BL E CROSS OF TE AS MEDICARE	1	$710.00	$0.02	$710.02	$0.00	$0.00	$0.00	($0.02)	$710.00
CARE N CARE INS RANCE	1	$755.00	($291.48)	$463.52	$0.00	$0.00	$0.00	($378.52)	$85.00
EALT SPRING MEDICARE	2	$1,420.00	($1,129.38)	$290.62	($135.55)	$0.00	$0.00	($1,660.62)	($1,505.55)
MANA Medicare	9	$6,720.00	($2,188.41)	$4,531.59	$50.00	$0.00	$0.00	($3,306.59)	$1,275.00
AISER PERMANENTE	1	$845.00	$0.00	$845.00	$0.00	$0.00	$0.00	$0.00	$845.00
Medicare	116	$84,115.00	($36,762.80)	$47,352.20	($556.21)	$0.00	$0.00	($47,610.44)	($814.45)
MEDICARE/RAILROAD	0	$0.00	($337.37)	($337.37)	$0.00	$0.00	$0.00	($416.40)	($753.77)
Molina Medicare	3	$2,310.00	($291.54)	$2,018.46	$0.00	$0.00	$0.00	($478.46)	$1,540.00
SCOTT AND ITE MEDICARE	0	$0.00	($289.35)	($289.35)	$0.00	$0.00	$0.00	($320.65)	($610.00)
Secure ori ons	35	$25,675.00	($9,043.86)	$16,631.14	($675.00)	$0.00	$0.00	($9,126.62)	$6,829.52
ellcare	0	$0.00	($270.51)	($270.51)	$0.00	$0.00	$0.00	($409.49)	($680.00)
ELLMED- MCR	7	$5,285.00	($584.11)	$4,700.89	$0.00	$0.00	$0.00	($335.89)	$4,365.00
otal or Me icare	**184**	**134 40 00**	**3 4 14**	**80 949 8**	**1 2 2**	**0 00**	**0 00**	**23 4**	**12 498 8**

Me icai	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
AETNA BETTER EALT	1	$1,045.00	($599.09)	$445.91	$0.00	$0.00	$0.00	($445.91)	$0.00
AETNA MEDICAID	1	$865.00	($556.13)	$308.87	$0.00	$0.00	$0.00	($308.87)	$0.00
AMERIGRO P	5	$5,920.00	($7,434.94)	($1,514.94)	$0.00	$0.00	$0.00	($3,415.06)	($4,930.00)
CIGNA EALT SPRING STAR PL S MCD	0	$0.00	($631.66)	($631.66)	$0.00	$0.00	$0.00	($278.34)	($910.00)
COO C ILDRENS EALT PLAN MCD	1	$860.00	$0.00	$860.00	$0.00	$0.00	$0.00	$0.00	$860.00
Medicaid	4	$3,695.00	($4,720.98)	($1,025.98)	$0.00	$0.00	$0.00	($2,359.02)	($3,385.00)
Medicaid Late Add	0	$0.00	($688.09)	($688.09)	$0.00	$0.00	$0.00	($346.91)	($1,035.00)
Molina ealthcare Of Texas	0	$985.00	($2,749.32)	($1,764.32)	$0.00	$0.00	$0.00	($931.68)	($2,696.00)
PAR LAND COMM NIT EALT	2	$1,870.00	($1,998.34)	($128.34)	$0.00	$0.00	$0.00	($881.66)	($1,010.00)
Superior ealthplan	4	$3,040.00	($1,290.69)	$1,749.31	$0.00	$0.00	$0.00	($634.31)	$1,115.00
otal or Me icai	**18**	**18 280 00**	**20 9 24**	**2 389 24**	**0 00**	**0 00**	**0 00**	**9 01**	**11 991 00**

ommercial n urance	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
AETNA	9	$9,690.00	$0.00	$9,690.00	($1,460.65)	$0.00	$0.00	($4,186.27)	$4,043.08
BL E CROSS OF TE AS	24	$22,600.00	($1,058.69)	$21,541.31	($4,154.62)	$0.00	$0.00	($18,114.17)	($727.48)
CIGNA 182223	6	$5,310.00	$3.15	$5,313.15	($3,108.29)	$0.00	$0.00	($5,998.33)	($3,793.47)
CIGNA GREAT EST	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($958.79)	($958.79)
Consumers County Mutual	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($890.00)	($890.00)
Gallagher Bassett Services Texas	1	$880.00	$0.00	$880.00	$0.00	$0.00	$0.00	$0.00	$880.00
GPA	0	$0.00	$0.00	$0.00	($1,060.00)	$0.00	$0.00	$0.00	($1,060.00)
MANA/commercial	1	$925.00	$0.00	$925.00	$0.00	$0.00	$0.00	($1,000.00)	($75.00)
IMG	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($85.00)	($85.00)
MOLINA (AFFORD CA COMMERCIAL)	9	$5,950.00	$0.00	$5,950.00	$0.00	$0.00	$0.00	($797.86)	$5,152.14
PCIP	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($72.75)	($72.75)
P CS	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($10.00)	($10.00)
Scott hite ealth Plan	2	$1,845.00	$0.00	$1,845.00	$0.00	$0.00	$0.00	$0.00	$1,845.00

ommercial n urance	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
TML INTERGOVNMENTAL BENEFIT	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($940.00)	($940.00)
Tricare	1	$710.00	($277.20)	$432.80	$0.00	$0.00	$0.00	($452.80)	($20.00)
MR	1	$940.00	$0.00	$940.00	$0.00	$0.00	$0.00	($471.60)	$468.40
NITED LT CARE	20	$19,175.00	($474.36)	$18,700.64	($608.95)	$0.00	$0.00	($20,227.06)	($2,135.37)
VAL E OPTIONS NORT STAR	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($50.00)	($50.00)
ELLMED	0	$0.00	$0.00	$0.00	($250.00)	$0.00	$0.00	($10.00)	($260.00)
BL E CROSS BL E S IELD OBAMA CARE	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($925.00)	($925.00)
otal or ommercial n urance	**4**	**8 02 00**	**1 80 10**	**21 90**	**10 42 1**	**0 00**	**0 00**	**189 3**	**38**

	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
	-1	($650.00)	$0.00	($650.00)	$0.00	$0.00	$0.00	$0.00	($650.00)
otal or	**-1**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**
otal ange or e i ent	**31**	**2 9 90 00**	**18 38**	**182 02 2**	**33 0 9 8**	**0 00**	**0 00**	**133 08 23**	**1 44 1**
Total AR Change for ## Your Company	**420**	**3 42 00**	**90 4 88**	**2 0 12**	**3 30 33**	**0 00**	**0 00**	**1 29**	**2 390 23**

EMERGICON
emergency medical billing

08/01/19

Payor Summary Ad .

Transaction Date	GreaterThanOrE ual	07/01/2019
Transaction Date	LessThanOrE ual	07/31/2019
Company Code	E ual	## Your Company
Transaction Type Group Code	E ual	3INVR

Your Company

on- e i ent

Me icare

Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
Medicare 0	($200.00)	$0.00	($200.00)	$0.00	$0.00	$0.00	$0.00	($200.00)
otal or Me icare 0	**200 00**	**0 00**	**200 00**	**0 00**	**0 00**	**0 00**	**0 00**	**200 00**

Me icai

Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
AMERIGRO P 0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
otal or Me icai 0	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**

ommercial n urance

Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
Allstate Insurace 0	$150.00	$0.00	$150.00	$0.00	$0.00	$0.00	$0.00	$150.00
MOLINA (AFFORD CA COMMERCIAL) 0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
otal or ommercial n urance 0	**1 0 00**	**0 00**	**1 0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**1 0 00**
otal ange or on- e i ent 0	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**

e i ent

rivate ay	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
Private Pay	0	$650.00	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$650.00
otal or rivate ay	**0**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**

Me icare	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
Medicare	0	$1,465.00	$0.00	$1,465.00	$0.00	$0.00	$0.00	$0.00	$1,465.00
otal or Me icare	**0**	**1 4 00**	**0 00**	**1 4 00**	**0 00**	**0 00**	**0 00**	**0 00**	**1 4 00**

Me icai	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
AMERIGRO P	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Molina ealthcare Of Texas	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Superior ealthplan	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
otal or Me icai	**0**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**

ommercial n urance	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
AETNA	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MOLINA (AFFORD CA COMMERCIAL)	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
otal or ommercial n urance	**0**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**	**0 00**

	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
	0	($650.00)	$0.00	($650.00)	$0.00	$0.00	$0.00	$0.00	($650.00)

	Trips	Charges	Cont Allo	Net Chg	rite Off	Rev Ad	Refunds	Payment	Balance
otal or	0	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
otal ange or e i ent	0	1 4 00	0 00	1 4 00	0 00	0 00	0 00	0 00	1 4 00
otal ange or ## Your Company	0	1 41 00	0 00	1 41 00	0 00	0 00	0 00	0 00	1 41 00

EMERGICON
emergency medical billing

08/01/19

Payor Aging Current Payor Totals

Your Company

Cut Off Date	LessThanOrE ual	07/31/2019
Remaining	NotE ual	0
Amount Company	E ual	XX Your Company

Your Company

Payor Aging, Current Payor *07/31/16*	*Balance Due*	*Current*	*30 Days*	*60 Days*	*90 Days*	*120+ Days*	*150+ Days*	*180+ Days*
	$2,830.00	$1,985.00	$0.00	$845.00	$0.00	$0.00	$0.00	$0.00
AARP	$1,445.57	$739.33	$614.64	$0.00	$91.60	$0.00	$0.00	$0.00
ADVANTAGE B S PERIOR	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$650.00
AETNA	$27,657.26	$10,971.96	$11,938.01	$3,872.29	$0.00	$0.00	$875.00	$0.00
AETNA-ELPASO COMMERCIAL	$78.29	$0.00	$78.29	$0.00	$0.00	$0.00	$0.00	$0.00
AETNA-ELPASO MEDICARE	$2,055.00	$2,055.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ALLIANCE	$90.89	$90.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Allstate	($627.52)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($627.52)
Allstate Insurace	$995.00	$0.00	$995.00	$0.00	$0.00	$0.00	$0.00	$0.00
AMERICAN CONTINENTAL INS RANCE CO	$293.63	$196.24	$0.00	$97.39	$0.00	$0.00	$0.00	$0.00
AMERIGRO P	$9,014.00	$8,505.00	$950.00	$1,180.00	$0.00	$0.00	$0.00	($1,621.00)
AMERIGRO P MEDICARE	$875.00	$875.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AP BEEC ST	$95.66	$95.66	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BABES C IC EN	$910.00	$910.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Bill Patient	$921,840.03	$5,360.87	$36,208.99	$40,867.18	$42,634.99	$42,387.23	$34,978.36	$719,402.41
BL E CROSS OF TE AS	$57,649.08	$22,191.50	$24,573.12	$11,822.51	$200.00	$0.00	$0.00	($1,138.05)
BL E CROSS OF TE AS MEDICARE	$1,435.00	$710.00	$725.00	$0.00	$0.00	$0.00	$0.00	$0.00
BL E CROSS TE AS-2ND Policy	$1,490.45	$641.00	$570.70	$0.00	$0.00	$140.69	$138.06	$0.00
CARE N CARE INS RANCE	$755.00	$755.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CARROLLTON SPRINGS RE AB	$1,589.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,589.20
ChampVA	$184.37	$0.00	$184.37	$0.00	$0.00	$0.00	$0.00	$0.00
C RISTIAN FIDELIT	$84.97	$0.00	$84.97	$0.00	$0.00	$0.00	$0.00	$0.00
CIGNA 182223	$22,139.01	$9,298.90	$6,262.16	$3,133.27	$1,911.50	$0.00	$0.00	$1,533.18
Cigna 188004	$970.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$970.00
CIGNA GREAT EST	$2,910.00	$1,940.00	$0.00	$970.00	$0.00	$0.00	$0.00	$0.00
Cigna ealthspring MCR	$770.00	$770.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COO C ILDRENS EALT PLAN MCD	$1,825.00	$860.00	$965.00	$0.00	$0.00	$0.00	$0.00	$0.00

Your Company

Your Company

Payor Aging, Current Payor 07/31/16	Balance Due	Current	30 Days	60 Days	90 Days	120+ Days	150+ Days	180+ Days
CORVEL CORPORATION	$1,060.00	$1,060.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COVENTR OF ANSAS	$940.00	$0.00	$0.00	$0.00	$0.00	$940.00	$0.00	$0.00
CRIME VICTIMS/A STIN	$1,775.00	$1,125.00	$0.00	$0.00	$0.00	$0.00	$0.00	$650.00
DNBP	$1,051.62	$0.00	$0.00	$0.00	$0.00	$1,051.62	$0.00	$0.00
Ed ards Claims Administration	$995.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$995.00
Fee Basis Dallas/Bonham	$4,090.00	$0.00	$0.00	$3,060.00	$1,030.00	$0.00	$0.00	$0.00
Gallagher Bassett Services Texas	$880.00	$880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GPA	$1,036.00	$0.00	$1,036.00	$0.00	$0.00	$0.00	$0.00	$0.00
ealthPartners Claims	$1,015.00	$0.00	$1,015.00	$0.00	$0.00	$0.00	$0.00	$0.00
EALT SPRING MEDICARE	$725.00	$725.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MANA Medicare	$6,670.00	$6,670.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MANA/commercial	$925.00	$925.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INS RANCE ADMIN SOL TIONS, LLC	$68.88	$68.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AISER PERMANENTE	$845.00	$845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ELSE -SE BOLD	$940.00	$0.00	$940.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMPER	$935.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$935.00
MCMC	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Medicaid	$6,541.67	$3,444.03	$1,757.40	$147.46	$1,110.00	$82.78	$0.00	$0.00
Medicare	$59,206.16	$55,406.16	$1,462.50	$1,537.50	$800.00	$0.00	$0.00	$0.00
MEDICARE/RAILROAD	$695.00	$0.00	$0.00	$0.00	$695.00	$0.00	$0.00	$0.00
MOLINA (AFFORD CA COMMERCIAL)	$12,087.14	$5,152.14	$0.00	$0.00	$0.00	$0.00	$1,150.00	$5,785.00
Molina ealthcare Of Texas	$155.00	$985.00	$0.00	$0.00	$0.00	$0.00	$0.00	($830.00)
Molina Medicare	$1,540.00	$1,540.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
M T AL OF OMA A INS CO	$343.46	$266.47	$0.00	$76.99	$0.00	$0.00	$0.00	$0.00
North American Benefits	$1,215.00	$1,215.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NORT AMERICAN INS RANCE	$82.80	$0.00	$0.00	$0.00	$0.00	$82.80	$0.00	$0.00
PCIP	$2,230.00	$2,230.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Physicians Mutual	$263.67	$96.09	$167.58	$0.00	$0.00	$0.00	$0.00	$0.00
PRIORIT EALT	$1,075.00	$0.00	$1,075.00	$0.00	$0.00	$0.00	$0.00	$0.00
Private Pay	$1,921,952.17	$71,470.00	$96,625.00	$89,960.00	$85,230.00	$85,220.10	$63,578.64	$1,429,868.43

EMERGICON
emergency medical billing

08/01/19

Payor Aging Current Payor Totals

Your Company

XX Your Company

Payor Aging, Current Payor 07/31/16	Balance Due	Current	30 Days	60 Days	90 Days	120+ Days	150+ Days	180+ Days
PROVIDENCE INS RANCE	($673.89)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($673.89)
Scott hite ealth Plan	$2,234.60	$1,845.00	$0.00	$389.60	$0.00	$0.00	$0.00	$0.00
Secure ori ons	$28,072.79	$25,085.00	$1,750.00	$737.79	$0.00	$250.00	$0.00	$250.00
Singer Retiree	$250.00	$0.00	$0.00	$250.00	$0.00	$0.00	$0.00	$0.00
Special Insurance Services	($225.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($225.00)
State Farm (75266)	$140.82	$0.00	$0.00	$0.00	$140.82	$0.00	$0.00	$0.00
STATE FARM EALT INS	$301.10	$301.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Superior ealthplan	$1,990.00	$1,990.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TE AS M T AL INS RANCE COMPAN	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
TML INTERGOVNMENTAL BENEFIT	$210.00	$0.00	$210.00	$0.00	$0.00	$0.00	$0.00	$0.00
Travelers-PC Claim /C	$910.00	$910.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Tricare	$4,095.00	$3,200.00	$895.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRICARE MCR 2ND ONL	$686.67	$162.82	$273.85	$0.00	$0.00	$0.00	$0.00	$250.00
MR	$2,948.50	$1,875.00	$1,075.00	$0.00	$0.00	$0.00	$0.00	($1.50)
MR (Fiserv ealth)	$95.54	$0.00	$0.00	$95.54	$0.00	$0.00	$0.00	$0.00
NIFIED LIFE INS RANCE	($218.20)	$0.00	$0.00	$0.00	$0.00	$0.00	($218.20)	$0.00
NITED LT CARE	$37,277.11	$22,455.00	$7,216.05	$5,930.00	$700.00	$895.00	$0.00	$81.06
eb TPA	$2,090.00	$1,095.00	$995.00	$0.00	$0.00	$0.00	$0.00	$0.00
ellcare	$695.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$695.00
ELLMED- MCR	$8,675.00	$6,885.00	$1,080.00	$0.00	$710.00	$0.00	$0.00	$0.00
TC PROGRAM	$970.00	$0.00	$0.00	$0.00	$970.00	$0.00	$0.00	$0.00
RIC	$1,090.00	$0.00	$1,090.00	$0.00	$0.00	$0.00	$0.00	$0.00
## Your Company otal	**3 18 0 8 0**	**289 8 9 04**	**202 813 3**	**1 4 9 2 2**	**13 223 91**	**131 0 0 22**	**100 01 8**	**2 1 9 32**
Grand Totals	**3 18 0 8 0**	**289 8 9 04**	**202 813 3**	**1 4 9 2 2**	**13 223 91**	**131 0 0 22**	**100 01 8**	**2 1 9 32**
Percentage		9 %	6 %	5 %	4 %	4 %	3 %	68 %

EMERGICON
emergency medical billing

City of Sample Detailed Invoice

Date Of Service	Transaction Date	Run Number	Patient Info	Current Payer	Payment Type	Reference Number	Amount	Fee %	Fee
2019-06-12	2020-04-20	46-19007438:1	SAMPLE PATIENT	Private Pay	Emer Rec Payment - Credit Card	4ET88477NJ056521J	$208.00	0.195%	$40.56
2018-08-11	2020-04-04	46-1800002073:1	SAMPLE PATIENT	Private Pay	Emer Rec Payment - Credit Card	4ET88477NJ056521J	$50.00	0.195%	$9.75
2020-01-02	2020-04-06	46-20000099:1	SAMPLE PATIENT	Private Pay	Emer Rec Payment - Credit Card	4ET88477NJ056521J	$200.00	0.085%	$17.00
2020-02-18	2020-04-17	46-20003102:1	SAMPLE PATIENT	Private Pay	Emer Rec Payment - Credit Card	4ET88477NJ056521J	$761.55	0.085%	$64.73
2019-11-24	2020-04-16	46-19018082:1	SAMPLE PATIENT	Private Pay	Emer Rec Payment - Credit Card	4ET88477NJ056521J	$100.00	0.195%	$19.50
2020-01-07	2020-04-30	46-20000407:1	SAMPLE PATIENT	Private Pay	Emer Rec Payment - Credit Card		$522.68	0.085%	$44.43
2020-02-12	2020-04-06	46-20002688:1	SAMPLE PATIENT	Private Pay	Emer Rec Payment - Credit Card	4ET88477NJ056521J	$1,792.00	0.085%	$152.32
2020-03-08	2020-04-22	46-20004290:1	SAMPLE PATIENT	NORTH AMERICAN INSURANCE 2721	Emer Rec Payment - Credit Card	4ET88477NJ056521J	$140.34	0.085%	$11.93
2018-10-26	2020-04-10	46-1800002738:1	SAMPLE PATIENT	Private Pay	Emer Rec Payment - Credit Card	4ET88477NJ056521J	$25.00	0.195%	$4.88
2020-01-23	2020-04-23	46-20001425:2	SAMPLE PATIENT	Private Pay	Emer Rec Payment - Credit Card	4ET88477NJ056521J	$100.00	0.085%	$8.50
2020-01-10	2020-04-01	46-20000633:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	803735392	$556.12	0.07%	$38.93
2020-03-17	2020-04-24	46-20004893:1	SAMPLE PATIENT	AARP	Provider Rec Payment - Check	4424	$105.80	0.07%	$7.41
2019-09-28	2020-04-24	46-19014284:1	SAMPLE PATIENT	AMBETTER SUPERIOR ACA	Provider Rec Payment - Check	REFUND CHECK# 305772	($405.89)	0.07%	($28.41)
2020-03-12	2020-04-24	46-20004574:1	SAMPLE PATIENT	COOK CHILDRENS HEALTH PLAN MCD	Provider Rec Payment - Check	0687	$348.41	0.07%	$24.39
2020-03-23	2020-04-24	46-20005224:1	SAMPLE PATIENT	MUTUAL OF OMAHA INS CO UNITED	Provider Rec Payment - Check	9388	$101.38	0.07%	$7.10
2020-03-28	2020-04-24	46-20005558:1	SAMPLE PATIENT	HEALTH CARE MCR RPL Medicare	Provider Rec Payment - Check	2809	$94.76	0.07%	$6.63
2020-04-01	2020-04-22	46-20005775:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	7431	$384.89	0.07%	$26.94
2020-03-26	2020-04-22	46-20005420:1	SAMPLE PATIENT	AARP	Provider Rec Payment - Check	7431	$390.27	0.07%	$27.32
2020-01-10	2020-04-24	46-20000633:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	4424	$141.87	0.07%	$9.93
2020-03-28	2020-04-22	46-20005576:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	7431	$570.46	0.07%	$39.93
2019-12-06	2020-04-21	46-19018832:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check	803858785	$349.73	0.07%	$24.48
2020-03-16	2020-04-17	46-20004835:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check	1753	$1,110.00	0.07%	$77.70
2020-03-04	2020-04-17	46-20004025:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check	1752	$1,077.82	0.07%	$75.45
2020-03-15	2020-04-17	46-20004748:1	SAMPLE PATIENT	ALLBEE LAW FIRM	Provider Rec Payment - Check	60050	$1,439.67	0.07%	$100.78
2018-11-01	2020-04-24	46-1800002791:1	SAMPLE PATIENT	AARP	Provider Rec Payment - Check	2509	$1,155.00	0.18%	$207.90
2020-03-16	2020-04-24	46-20004828:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check	4424	$118.45	0.07%	$8.29
2020-01-14	2020-04-24	46-20000875:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check	2920	$932.95	0.07%	$65.31
2020-01-07	2020-04-24	46-20000407:1	SAMPLE PATIENT	PCIP	Provider Rec Payment - Check	2921	$1,597.32	0.07%	$111.81
2020-04-05	2020-04-30	46-20005979:1	SAMPLE PATIENT	SOUTHWESTERN HEALTH RESOURCES	Provider Rec Payment - Check	21666	$1,288.70	0.07%	$90.21
2020-02-20	2020-04-30	46-20003232:1	SAMPLE PATIENT	SOUTHWESTERN HEALTH RESOURCES	Provider Rec Payment - Check	4590	$242.97	0.07%	$17.01
2020-02-25	2020-04-30	46-20003555:1	SAMPLE PATIENT	SOUTHWESTERN HEALTH RESOURCES	Provider Rec Payment - Check	8301	$242.97	0.07%	$17.01
2020-02-23	2020-04-30	46-20003374:1	SAMPLE PATIENT	SOUTHWESTERN HEALTH RESOURCES	Provider Rec Payment - Check	4590	$228.03	0.07%	$15.96
2020-02-20	2020-04-30	46-20003209:1	SAMPLE PATIENT	SOUTHWESTERN HEALTH RESOURCES	Provider Rec Payment - Check	4590	$227.28	0.07%	$15.91
2020-02-16	2020-04-30	46-20002970:1	SAMPLE PATIENT	BLUE CROSS TEXAS SECONDARY AARP	Provider Rec Payment - Check	8301	$419.67	0.07%	$29.38
2020-03-22	2020-04-30	46-20005143:1	SAMPLE PATIENT	AMERIGROUP	Provider Rec Payment - Check	2403	$99.55	0.07%	$6.97
2019-12-23	2020-04-30	46-19019914:1	SAMPLE PATIENT	AARP	Provider Rec Payment - Check	8409	$75.78	0.07%	$5.30
2020-04-04	2020-04-24	46-20005963:1	SAMPLE PATIENT	CARE N CARE INSURANCE	Provider Rec Payment - Check	2418	$317.57	0.07%	$22.23
2020-03-26	2020-04-30	46-20005403:1	SAMPLE PATIENT	TEXAS MUTUAL INSURANCE	Provider Rec Payment - Check	8409	$113.42	0.07%	$7.94
2020-03-15	2020-04-30	46-20004731:1	SAMPLE PATIENT	Physicians Mutual	Provider Rec Payment - Check	9855	$270.30	0.07%	$18.92
2020-03-26	2020-04-30	46-20005444:1	SAMPLE PATIENT	AETNA MEDICARE	Provider Rec Payment - Check	4398	$556.06	0.07%	$38.92
2020-02-23	2020-04-30	46-20003403:1	SAMPLE PATIENT	WPS TRICARE FOR LIFE	Provider Rec Payment - Check	4346	$149.03	0.07%	$10.43
2020-04-22	2020-04-30	46-20006885:1	SAMPLE PATIENT	WPS TRICARE FOR LIFE	Provider Rec Payment - Check	2323	$112.08	0.07%	$7.85
2020-03-12	2020-04-24	46-20004559:1	SAMPLE PATIENT	CIGNA 182223	Provider Rec Payment - Check	7831	$106.11	0.07%	$7.43
2020-03-11	2020-04-24	46-20004486:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check	7831	$258.56	0.07%	$18.10
2020-03-15	2020-04-24	46-20004738:1	SAMPLE PATIENT	PARKLAND COMMUNITY HEALTH	Provider Rec Payment - Check	2769	$681.96	0.07%	$47.74
2020-03-14	2020-04-17	46-20004665:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check	1753	$1,294.86	0.07%	$90.64
2020-03-19	2020-04-30	46-20005015:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check	3292	$332.23	0.07%	$23.26
2020-02-27	2020-04-17	46-20003657:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check	60051	$1,508.80	0.07%	$105.62
2020-03-06	2020-04-17	46-20004157:1	SAMPLE PATIENT	Baylor Grapevine	Provider Rec Payment - Check	1752	$1,190.43	0.07%	$83.33
2020-01-05	2020-04-17	46-20000265:1	SAMPLE PATIENT	Medicaid	Provider Rec Payment - Check	1753	$1,580.80	0.07%	$110.66
2018-06-21	2020-04-10	46-1800001611:1	SAMPLE PATIENT	NATIONAL ASSC. LETTER CARRIERS	Provider Rec Payment - Check	57399	$1,030.00	0.07%	$72.10
2020-03-11	2020-04-10	46-20004502:1	SAMPLE PATIENT	Medicaid	Provider Rec Payment - Check	1395	$99.55	0.07%	$6.97
2020-03-14	2020-04-10	46-20004668:1	SAMPLE PATIENT	Wellcare	Provider Rec Payment - Check	1985	$935.56	0.07%	$65.49
2020-03-14	2020-04-10	46-20004680:1	SAMPLE PATIENT	AARP	Provider Rec Payment - Check	2700	$121.09	0.07%	$8.48
2020-03-04	2020-04-10	46-20004015:1	SAMPLE PATIENT	BLUE CROSS TEXAS SECONDARY BLUE	Provider Rec Payment - Check	77626	$82.21	0.07%	$5.75
2020-02-26	2020-04-10	46-20003634:1	SAMPLE PATIENT	CROSS TEXAS SECONDARY Medicare	Provider Rec Payment - Check	8560	$85.16	0.07%	$5.96
2020-03-11	2020-04-10	46-20004456:1	SAMPLE PATIENT		Provider Rec Payment - Check	6772	$100.47	0.07%	$7.03
2020-02-21	2020-04-10	46-20003266:12	SAMPLE PATIENT		Provider Rec Payment - Check	6771	$2,032.00	0.07%	$142.24
2019-12-23	2020-04-09	46-19019914:1	SAMPLE PATIENT		Provider Rec Payment - Check	803790908	$297.05	0.07%	$20.79
2020-03-17	2020-04-06	46-20004893:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	803763485	$414.76	0.07%	$29.03
2020-03-12	2020-04-06	46-20004559:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	803763485	$415.96	0.07%	$29.12
2020-03-16	2020-04-06	46-20004828:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	803763485	$464.35	0.07%	$32.50
2020-03-08	2020-04-06	46-20004290:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	803763485	$550.15	0.07%	$38.51
2020-03-02	2020-04-03	46-20003898:1	SAMPLE PATIENT	Medicaid	Provider Rec Payment - Check	7440	$102.30	0.07%	$7.16
2020-03-23	2020-04-01	46-20005252:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check		$0.00	0.07%	$0.00
2012-03-07	2020-04-01	46-12000430:1	SAMPLE PATIENT	Private Pay	Provider Rec Payment - Check	CHECKFREE	$10.00	0.18%	$1.80
2020-03-11	2020-04-01	46-20004477:1	SAMPLE PATIENT	AETNA MEDICARE	Provider Rec Payment - Check	4996	$419.58	0.07%	$29.37
2020-03-05	2020-04-10	46-20004075:1	SAMPLE PATIENT	STATE FARM AUTO 52299	Provider Rec Payment - Check	5573G	$149.94	0.07%	$10.50
2020-03-09	2020-04-10	46-20004317:1	SAMPLE PATIENT	STATE FARM AUTO 52299	Provider Rec Payment - Check	7865G	$109.15	0.07%	$7.64
2020-03-16	2020-04-10	46-20004785:1	SAMPLE PATIENT	UHC MEDICARE RPL	Provider Rec Payment - Check	4845	$389.09	0.07%	$27.24
2020-02-24	2020-04-10	46-20003492:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check	6771	$816.00	0.07%	$57.12
2020-03-28	2020-04-30	46-20005558:1	SAMPLE PATIENT	UNITED HEALTH CARE MCR RPL	Provider Rec Payment - Check	4720	$371.48	0.07%	$26.00
2020-03-02	2020-04-17	46-20003885:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check	60050	$1,190.43	0.07%	$83.33

2020-02-28	2020-04-17	46-20003701:1	SAMPLE PATIENT	UNITED HLTH CARE	Provider Rec Payment - Check	4332		$1,163.82	0.07%	$81.47
2020-03-14	2020-04-17	46-20004677:1	SAMPLE PATIENT	CIGNA 182223	Provider Rec Payment - Check	9359		$793.56	0.07%	$55.55
2019-11-12	2020-04-17	46-19017274:1	SAMPLE PATIENT	UNITED HLTH CARE	Provider Rec Payment - Check	4332		$1,203.95	0.07%	$84.28
2020-03-26	2020-04-14	46-20005403:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	803814092		$444.63	0.07%	$31.12
2020-03-24	2020-04-14	46-20005276:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	803814092		$504.37	0.07%	$35.31
2020-02-23	2020-04-14	46-20003371:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	803814092		$550.75	0.07%	$38.55
2020-02-14	2020-04-17	46-20002891:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS COMMERCIAL	Provider Rec Payment - Check	1752		$888.01	0.07%	$62.16
2020-03-23	2020-04-14	46-20005224:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	803814092		$397.43	0.07%	$27.82
2020-03-18	2020-04-13	46-20004964:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	803806077		$398.04	0.07%	$27.86
2020-03-22	2020-04-13	46-20005143:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	803806077		$390.27	0.07%	$27.32
2020-03-14	2020-04-10	46-20004680:1	SAMPLE PATIENT	ADVANTAGE BY SUPERIOR	Provider Rec Payment - Check	6613		$358.70	0.07%	$25.11
2020-03-15	2020-04-10	46-20004757:1	SAMPLE PATIENT	UNITED HLTH CARE	Provider Rec Payment - Check	53177		$1,031.64	0.07%	$72.21
2020-02-22	2020-04-10	46-20003336:1	SAMPLE PATIENT	UNITED HLTH CARE	Provider Rec Payment - Check	8617		$2,216.00	0.07%	$155.12
2020-02-24	2020-04-10	46-20003480:1	SAMPLE PATIENT	UNITED HLTH CARE	Provider Rec Payment - Check	53177		$949.35	0.07%	$66.45
2020-02-29	2020-04-10	46-20003813:1	SAMPLE PATIENT	WPS TRICARE FOR LIFE	Provider Rec Payment - Check	5410		$151.62	0.07%	$10.61
2020-02-26	2020-04-10	46-20003691:1	SAMPLE PATIENT	WPS TRICARE FOR LIFE	Provider Rec Payment - Check	5410		$99.55	0.07%	$6.97
2020-03-25	2020-04-14	46-20005318:1	SAMPLE PATIENT	Medicare	Provider Rec Payment - Check	803814092		$384.89	0.07%	$26.94
2020-03-15	2020-04-30	46-20004760:1	SAMPLE PATIENT	BLUE CROSS OF TEXAS MEDICARE	Provider Rec Payment - Check	5432		$283.43	0.07%	$19.84
							Total payments posted to patient accounts:	**$47,662.03**	**Total Fees:**	**$3,565.13**

Monies Received by Emergicon:	**$3,899.57**
Monies Received by Provider:	**$43,762.46**
Total Received:	$47,662.03
Fees:	$3,565.13
SubTotal:	$44,096.90
Less Provider Payments:	$43,762.46
Due to Provider:	**$334.44**

Required Forms

Attachment B – Official Proposal Form and Certification
IRS Form W-9
Addendum 1, signed copy
Attachment C – HB 89 Form
Attachment D – Conflict of Interest Disclosure Requirement
Certificate of Interested Parties Form 1295
Attachment E – Business Information Form
Attachment F – City of DeSoto Insurance Requirement Affidavit
Certificate of Liability Insurance
Attachment G – Drug-Free Workplace Certification
Attachment H – Qualifications & Reference Sheet

ATTACHMENT "B"

OFFICIAL PROPOSAL FORM and CERTIFICATION
FOR THE CITY OF DESOTO, TEXAS

This certification must be submitted with the proposal.

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on individual Purchase Orders:

The line items listed in accordance with the Net Prices and other conditions shown herein, and in accordance with the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal. THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER SHOULD BE DESIGNATED IN OFFERER'S NOTES, EVEN IF PROPOSALDING AS SPECIFIED.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Proposal, Clarification Letters, and General Terms and Condition Specifications, all of which are made a part of this offer.

All pages of The City of DeSoto's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT CONDUCTED BUSINESS WITH THE CITY OF DESOTO
FEDERAL FORM W9 REQUIREMENT:

The ""Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of DeSoto Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of DeSoto, Purchasing Department, 211 East Pleasant Run Rd. DeSoto, TX 75115.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of DeSoto.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Proposal. I also understand that if this proposal is accepted by The City of DeSoto that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of DeSoto, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation	✓ (The Proposal MUST be signed by an Officer of the company)
Partnership	___(The Proposal MUST be signed by a General Partner)
Joint Venture	___(The Proposal MUST be signed by an Officer of the company)
Sole Proprietor	___(The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?
MBE ___ WBE ___ SBE ___
Has the company been certified as a SMWBE by any governmental agency?
Yes ___ No ✓
If yes, specify the governmental agency: _____
Date of certification: _____

ADDENDUMS:

The Proposer acknowledges receipt of the following Addenda: (If you have not received any Addenda then write NONE across the blanks). If you have received Addenda then write beside the appropriate Addenda number the date received. ALL ADDENDA RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

ADDENDUM # 1 CLC
ADDENDUM # 2 _____
ADDENDUM # 3 _____

COMPANY NAME: EMERGICON, LLC

COMPANY ADDRESS: 709 W. Broad St. Ste 100

CITY/STATE/ZIP: Forney, TX 75126

COMPANY REPRESENTATIVE NAME: Christopher Turner

TELEPHONE #: 972-602-2060 ext.400 FAX#: 469-602-5542

EMAIL: cturner@emergicon.com

SIGNATURE: CLC

DATE: 19 May 2020

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Emergicon LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
709 W Broad Street

Requester's name and address (optional)

6 City, state, and ZIP code
Forney, TX 75126

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
4 1 – 2 2 1 3 9 8 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here — Signature of U.S. person ► [signature] Date ► 4/28/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CITY OF DESOTO
SOARING FOR EXCELLENCE

DESOTO All-America City 2006

ADDENDUM TO REQUEST FOR PROPOSAL
EMERGENCY MEDICAL SERVICES BILLING AND COLLECTION SERVICES
PURCHASING AND CONTRACTING DEPARTMENT

ADDENDUM NO. 1 **DATE ISSUED: May 15, 2020**

INVITATION TO BID NUMBER (RFP): FDA-2001-RFP
ORIGINAL BID SUBMISSION DATE: May 26, 2020

Addendum No. 1, dated May 26, 2020 is hereby amended as following:

1. Bid Closing Date, has been updated from May 26, 2020, to June 02, 2020, at 1:30pm.

2. Public Bid Opening shall be changed to teleconference call for June 02, 2020 @ 1:30 pm. Please see call-in information below:

   Bid Opening FDA-2001-RFP EMERGENCY MEDICAL SERVICES BILLING AND COLLECTION SERVICES

   Tue, June 02, 2020 2:00 PM - 2:30 PM (CDT)

   United States: +1 (872) 240-3311
   Access Code: 231-658-453#

All other terms and conditions remain unchanged.

DARIAN GAVIN
PURCHASING MANAGER

COMPANY NAME: EMERGICON, LLC

SIGNATURE EMERGICON, LLC

NOTE: Company name and signature must be the same as on the bid documents.

ATTACHMENT "C"

HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, Christopher Turner (Name of certifying official), the President & CEO (title or position of certifying official) of EMERGICON, LLC (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official

Title: CEO

Date: 12 May 2020

ATTACHMENT "D"

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of DeSoto) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the DeSoto City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at **http://www.ethics.state.tx.us/forms/CIQ.pdf.**

Questions about compliance shall be directed to the bidder's or proposer's own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

12 May 2020

Date

Adopted 8/7/2015

ATTACHMENT "E"

BUSINESS INFORMATION FORM

Complete Legal Name of Business
EMERGICON, LLC

(Address) 709 W. Broad St. Ste 100

(City/State/ZIP) Forney, TX 75126

Form of Business Entity (check one)

( ) Texas corporation ( ) Texas non-profit corporation

( ) Out-of-State corporation ( ) Texas professional corporation

_____state of incorporation
(check one) _____profit _____non-profit

( ) Texas general partnership ( ) Texas limited partnership

( ) Out-of-State partnership

_____state where partnership is legally registered

( ) Individual doing business as _____

( ) Texas limited liability company

( ) Other **(describe)** _____

List the full name of each Officer of the Company:

PRESIDENT: CHRISTOPHER TURNER
VICE PRESIDENT:
SECRETARY:
TREASURER:

Who is legally authorized to sign and execute contracts? CHRISTOPHER TURNER

Who, if anyone, is required to witness contract signatures? N/A

ATTACHMENT "F"
CITY OF DESOTO
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Desoto, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Desoto meeting all of the insurance requirements in this proposal.

Insurance Coverage Reviewed: EMERGICON LLC CERTIFICATION NUMBER: 519371177

Agent's Name: Aldina Selimic

Agency Name: Swingle Collins & Associates

Address: 13760 Noel Road, Suite 600

City/State/ZIP: Dallas, TX 75240

Telephone No: (972) 387-3000 Fax No: (972) 387-3808

Proposer's Name and Company: Christopher Turner, President & CEO, EMERGICON LLC

Proposal No. and Title: RFP No. FDA-2001-RFP EMERGENCY MEDICAL SERVICES BILILNG AND COLLECTION SERVICES

Insurance Agent/Broker Signature: _____ **Date:** 5/18/20

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen day requirement is not met, the City of Desoto has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the Purchasing Manager (972) 230-9685.

Proposer's Signature: _____ **Date:** 5/18/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Swingle, Collins & Associates
13760 Noel Road, Suite 600
Dallas TX 75240

CONTACT NAME:
PHONE (A/C, No, Ext): 972-387-3000 **FAX (A/C, No):** 972-387-3808
E-MAIL ADDRESS: services@swinglecollins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allmerica Financial Benefit	41840
INSURER B : Hanover Casualty Company	41602
INSURER C : The Hanover American Ins Co	36064
INSURER D : Travelers Casualty & Surety Company	19038
INSURER E : Hanover Insurance Company	22292
INSURER F :	

INSURED EMERGIC-01
Emergicon, LLC
P O Box 180446
Dallas TX 75218

COVERAGES **CERTIFICATE NUMBER:** 519371177 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		OLDD387712-02	9/28/2019	9/28/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			AWDD95420101	9/28/2019	9/28/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ 50,000 $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			OLDD387712-02	9/28/2019	9/28/2020	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below			W2DD387654-02	9/28/2019	9/28/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
D E	Cyber Liability Error and Omissions			106809181 LHD D387001 02	9/28/2019 9/28/2019	9/28/2020 9/28/2020	AGGREGATE LIMIT EACH OCCURRENCE AGGREGATE LIMIT	1,000,000 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract No. FDA-2001-RFP
City of DeSoto is included as Additional Insured as respects General Liability as required by written contract.

CERTIFICATE HOLDER

City of DeSoto
211 E. Pleasant Run Road
DeSoto TX 75115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT "G"

DRUG-FREE WORKPLACE CERTIFICATION

The _EMERGICON, LLC_(company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premise of the EMERGICON, LLC (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned SubContractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the SubContractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the SubContractor's policy statement;

Notifying the employees in the SubContractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the SubContractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace;

Notifying the City within ten (10) days of the SubContractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

EMERGICON LLC

Signature of Authorized Representative:

Date: 12 May 2020

ATTACHMENT "H"
QUALIFICATIONS & REFERENCE SHEET

Please Complete and Return This Form with the bid

The Contractor shall furnish, with the RFP, the following information, for at least five (5) recent references to whom products and/or services have been provided that are similar to those required by this RFP.

1.	Company's Name	City of Lancaster	
	Name of Contact	Laura Hillary	
	Title of Contact	Battalion Chief/ EMS Coordinator	
	Present Address	100 Craig Shaw Memorial Parkway	
	City, State, Zip Code	Lancaster, TX 75134	
	Telephone Number	(972) 218-2604	Fax Number (972) 218-3670
2.	Company's Name	City of Glenn Heights	
	Name of Contact	Keith Moore	
	Title of Contact	Chief	
	Present Address	1938 S Hampton Rd.	
	City, State, Zip Code	Glenn Heights, TX 75154	
	Telephone Number	(972) 795-5518	Fax Number ( )
3.	Company's Name	City of Mansfield	
	Name of Contact	Michael Ross	
	Title of Contact	Fire Chief	
	Present Address	1305 E. Broad St.	
	City, State, Zip Code	Mansfield, TX 76063	
	Telephone Number	(817) 276-4777	Fax Number (817) 276-4787
4.	Company's Name	City of Grapevine	
	Name of Contact	Brent Irving	
	Title of Contact	Division Chief	
	Present Address	1007 Ira E Woods	
	City, State, Zip Code	Grapevine, TX 76051	
	Telephone Number	(817) 410-4435	Fax Number (817) 410-4410
5.	Company's Name	Granbury Hood County EMS INC	
	Name of Contact	Ricky Reeves	
	Title of Contact	Executive Director	
	Present Address	2200 Commercial Lane	
	City, State, Zip Code	Granbury, TX 76048	
	Telephone Number	(817) 279-1408	Fax Number (817) 573-9711

RESOLUTION NO. 2021-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDS A BID AND AUTHORIZE A CONTRACT FOR EMERGENCY MEDICAL BILLING AND COLLECTION SERVICES WITH EMERICON LLC., THROUGH THE CITY OF DESOTO RFP-FDA-2001-RFP, IN AN ESTIMATED ANNUAL COST OF $71,800.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide billing and collection services for Emergency Medical Services fees; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with the City of DeSoto for products and services; and

WHEREAS, the City of DeSoto has taken competitive sealed bids and awarded RFP-FDA-2001-RFP for Emergency Medical Billing and Collections Services to Emergicon, LLC.; and

WHEREAS, the term of this contract is an initial one-year term with automatic renewals for successive like terms; and

WHEREAS, the City of Duncanville, estimates that its purchases through the contract term will exceed $50,000.00 and thus purchases through this contract require approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas, awards a bid and approves Emergency Medical Billing and Collection Services through the City of DeSoto, RFP-FDA-2001-RFP to Emergicon, LLC., in accordance with the bid as set forth in Attachment A with an estimated annual contract expenditure of $71,800.00.

SECTION 2. The City Council of the City of Duncanville, Texas hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary documents.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 4th day of May, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this _____ day of _____, 2021, by and between Emergicon, LLC, a Texas limited liability corporation and City of Duncanville, a Texas municipality, ("Client").

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that this appointment is exclusive and that Client will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, nor will Client bill for any transport without first giving notice to Emergicon of its intent to do so. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, "Required Documentation" shall consist of prehospital patient care reports (PCRs) (also referred to as "trip sheets" or "run reports"), medical necessity certification statements (PCSs or CMNs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as "assignment of benefits forms" or "signature forms"), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under

this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law.

Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept. Any credit card processing fee shall be the responsibility of Client, unless offset by a fee to the patient.

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies, and that they do so in a timely manner. If Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(e).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.

c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;

d. Accept reassignment of any benefits payable to Client;

e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;

f. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in

Paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, basis for ALS dispatch, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not able to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will, to the extent allowed by law, reimburse Emergicon, for any losses arising from billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client. Failure of Client to give the notice required by this section may result in Client having to refund paid claims; Client agrees and understands that any such refund will be the sole responsibility of Client and that any fee due from Client to Emergicon for the billing of such claims will remain due and payable to Emergicon regardless of Client's repayment obligation.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient

pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to reimburse Emergicon, to the extent allowed by law, for any losses arising from Client's membership or subscription program in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS or CMN form on all trips where required by law and provide copies of all PCS or CMN forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days after the Client approval date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same, excluding Saturday, Sunday, and official government holidays.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person or position, or official designee, authorized to represent the business interests on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMSIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software "bridge" as mutually agreed upon by the parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will defend and hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

i. Any negligent acts or omissions resulting in claims or liabilities due to an incurable breach or violation of covenant, obligation, or agreement of Client set forth in this agreement and any incurable breach or inaccuracy of any of the representations or warranties made by Client in this agreement or in performing its responsibilities under this agreement.

ii. Both parties agree that defense of breach or violation of the agreement by Client under this Section 4(q) does not constitute the Client's incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County*, 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client's responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon ("Client-Provided Records"). Emergicon does not act as Client's records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon's possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon may forward such requests to Client for disposition. Emergicon may set a reasonable fee for such service and collect said fee

for the services set forth in this paragraph. Any such fee will be the obligation of the patient or the party requesting on their behalf, and Client will not be responsible for any failure of a patient or party to pay said fee.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to Emergicon at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after a 90 day close-out period following the effective

termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination and close-out of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice and a 90 day close-out period to follow.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

i. If Client makes an assignment indicating Client financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.

iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its Specialized Professional Services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon, in its sole discretion, determines to

be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs, or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10(a), below, for all revenues collected by Emergicon on Client's behalf and for all claims billed on Client's behalf pursuant to Paragraph 10(b), below, during the 90-day follow-up period set forth in Paragraph 7(d), above. After notice of termination is given, all Emergicon invoices are due and payable by Client within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d), above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contractor, Zone Program Integrity Contractor, Unified Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the

performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name Client. Client authorizes Emergicon to endorse, deposit, and otherwise negotiate items as the client's representative and forward monthly to Client or deposit into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to eight percent (8.00%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee.

b. For all payers that prohibit percentage-based billing arrangements, such as Department of State Health Services' (DSHS') Children with Special Health Care Needs (CSHCN) Services Program, Client shall pay Emergicon a flat fee of $38 per trip, to be invoiced at the time of billing.

c. If Client instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

d. If Client allows Emergicon or places accounts with a 3rd party collection agency to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

e. If Client is disenrolled or inactive as a Medicare or Medicaid provider prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee of $1,500 for Medicare and $500 for Medicaid, plus any fees assessed by the Centers for Medicare

& Medicaid Services.

f. The fees payable by Client to Emergicon shall be calculated and invoiced to Client on a periodic basis established by Emergicon in accordance with the receipts report generated by Emergicon.

g. Emergicon shall submit invoices to Client on a periodic basis established by Emergicon. Invoices are to be paid by Client within thirty-five (35) days of the invoice date. Emergicon reserves the right to add simple interest at the annual rate provided by the Prompt Payment Act to any fee where Emergicon has not received payment within thirty-five (35) days of the date of its invoice.

h. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless Emergicon bears responsibility for the overpayment or credit balance.

i. Beginning on the first of October of each fiscal year, the then current fee shall be increased by the Employment Cost Index or, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Scientific and Technical Services published by the Bureau of Labor Statistics of the US Department of Labor for the twelve months ending the preceding year.

j. Client agrees to reimburse Emergicon for any and all sales tax liabilities that may arise as a result of this Agreement.

k. Client agree to reimburse $35 for any checks returned for insufficient funds as a result of this Agreement.

l. Emergicon agrees to notify client sixty (60) days in advance of any automatic price increase.

11. Indemnification and Insurance.

a. In addition to any specific provisions set forth in this Agreement, to the extent allowed by law, Client shall reimburse Emergicon and/or its employees, officers, directors and agents for any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees including but not limited to incomplete or inaccurate patient care reports, improperly completed PCS forms, or other documentation issues that make it impossible for Emergicon to properly code and bill claims. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs,

claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant, contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than $4,000,000. Client will be named as an additional insured under the policy and Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon for any disputed billing performed by Emergicon on behalf of Client shall not exceed any amounts paid to Emergicon by Client under this Agreement.

e. Where any provision of this Agreement obligates either party to defend, indemnify, hold harmless, and/or reimburse the other party, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to that party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

f. It is expressly agreed and understood by both parties that certain repayment or refund demands may be made by insurance payers that are not the result of negligence on the part of either party and therefore are not subject to indemnity as set forth in the paragraph 11. Specifically, there may be claims that are audited or reviewed and later determined not to be medically necessary, not to justify the level of care provided and/or billed, or otherwise denied or down-coded to a lower level of service. In this situations, the parties will work together to respond to and appeal such denials, and if determined that repayment is in fact due after the exhaustion of such available appeals, the parties will pay their pro-rata share of refund based on the % fee set forth in paragraph 10.a. above.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. Emergicon acknowledges the Client requirements under the Public Information Act. For purposes of this Agreement, “proprietary information” shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to reimburse Emergicon, to the extent allowed by law, for any and all claims, damages and losses caused by Client sending accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

15. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: http://exclusions.oig.hhs.gov.

16. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for

the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

17. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

18. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with the express written consent of the Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

19. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

Emergicon:	[City of Duncanville, Texas]:
Emergicon, LLC.	City of Duncanville Purchasing and Contracting
PO Box 180446	PO Box 380280
Dallas, TX 75218	Duncanville, Texas 75138-0280
Phone: (972-602-2060)	Phone : (972) 707-3829
Fax:(469) 602-5542	Fax : (972) 780-4928

20. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon without compensation to Emergicon of a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization without compensation to Emergicon equivalent to two times the annual average of fees during the term of this agreement as paid to Emergicon for these services. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of

this Agreement.

21. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving Dallas County, Texas. Client expressly agrees to personal jurisdiction and venue in any such court.

22. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

23. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

24. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

25. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

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

27. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

28. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

29. Conflicts of Interests. Special Assessor represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

30. Force Majeure. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, public health emergencies, or through acts of God.

31. Regulatory Changes. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

32. Independent Contractor Relationship. The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGICON, LLC.	City of Duncanville, Texas
By:	By:
04/20/2021	
Signature Date	Signature Date
Christopher Turner	
Print Name	Print Name
President and CEO	
Title	Title

Business Associate Agreement
Between
City of Duncanville, Texas
and Emergicon, LLC

This Business Associate Agreement ("Agreement") between City of Duncanville, Texas and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of City of Duncanville, Texas in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq*., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e- PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to City of Duncanville, Texas any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to City of Duncanville, Texas without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;

5. Make PHI in a designated record set available to City of Duncanville, Texas and to an individual who has a right of access in a manner that satisfies City of Duncanville, Texas's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by City of Duncanville, Texas, or take other measures necessary to satisfy City of Duncanville, Texas's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to City of Duncanville, Texas or an individual who has a right to an accounting within 60 days and as necessary to satisfy City of Duncanville, Texas's obligations under 45 CFR §164.528;

8. To the extent that Emergicon, LLC is to carry out any of City of Duncanville, Texas's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to City of Duncanville, Texas when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of City of Duncanville, Texas, available to the Secretary of the of Health and Human Services for purposes of determining Emergicon, LLC and City of Duncanville, Texas's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if City of Duncanville, Texas notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that City of Duncanville, Texas has agreed to or is required to abide by under 45 CFR §164.522; and

11. If City of Duncanville, Texas is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon, LLC agrees to assist City of Duncanville, Texas in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of City of Duncanville, Texas's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of City of Duncanville, Texas agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting City of Duncanville, Texas of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to City of Duncanville, Texas of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of City of Duncanville, Texas include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by City of Duncanville, Texas to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by City of Duncanville, Texas to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of City of Duncanville, Texas.

D. Termination

1. City of Duncanville, Texas may terminate this Agreement if City of Duncanville, Texas determines that Emergicon, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to City of Duncanville, Texas or destroy all PHI received from City of Duncanville, Texas, or created, maintained, or received by Emergicon, LLC on behalf of City of Duncanville, Texas that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this_____day of_____, 2021

Emergicon, L.L.C.	City of Duncanville, Texas
Signature: 04/20/2021	Signature: _____

ADDENDUM A – HARDWARE/SOFTWARE PURCHASE

This Addendum A (this "**Addendum**") is entered into by and between Emergicon, LLC, a Texas limited liability company ("**Emergicon**") and City of Duncanville ("**Client**"), dated _____ and is subject to the terms and conditions of that certain Agreement for Specialized Professional Ambulance Billing Services by and between Emergicon and Client, dated _____ (the "**Services Agreement**"). Capitalized terms used herein and undefined have the meaning given to such terms in the Services Agreement. In furtherance of each party's rights and obligations under the Services Agreement, and in order to perform sufficiently thereunder, Emergicon agrees to purchase, for and on behalf of Client, the software (the "**Software**") and the hardware (the "**Hardware**") set forth in Section 1 below from Health EMS ("**Health EMS**") with Heath EMS for the benefit of Client.

Section 1. **Hardware and Software Description and Fees**.

(a)

HealthEMS Subscription Fees - ePCR ONLY

HealthEMS Components	Total
ePCR	$ 800
	$ -
	$ -
Total Subscribed Monthly Fees	**$ 800**
Net Monthly Subscription	**$ 800**

Period	Monthly	Annual
Year 1	$ 800	$ 9,600
Year 2	$ 824	$ 9,888
Year 3	$ 849	$ 10,188
Year 4	$ 875	$ 10,500
Year 5	$ 901	$ 10,812
Total Subscription Fees		**$ 50,988**

Optional Extension Transaction Fees *Unit prices are subject to change with 30 days notice*

Description		UM	Price/Unit [2]
HealthEMS SanFax Transaction Fees - Only Invoiced if fax Services are Used	*Minimum Fee is $50/month*	Page	$0.06

(b)

Item Code	Description	Condition	Quantity	Price	Total
CF-20G5-00VM	Public Sector Specific - Premium, Win10 Pro, Intel Core I5-7Y57 1.20GHZ, vPro, 10.1"" WUXGA 10-pt Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel Wi-Fi A/B/G/N/AC, TPM 2.0, Bluetooth, Dual Pass (CH1:WWAN/CH2:WWAN-GPS), 2D Bar Laser (N6603), 4G LTE-Advanced Multi Carrier (EM7455), Infrared Webcam, 8MP Cam, Bridge Battery, Emissive Backlit Keyboard, Flat, No Energy Star / EPEAT, 3 Year Panasonic Warranty, 3 Year ProService Premier Deployment Service, Laptop ProPlus Warranty, and 256 SSD no return service	NEW	5	3,849.00	19,245.00
CF-SVCPPUCUPW1	Toughbook Laptop ProPlus to Ultimate Care Uplift within first 12 months of Proplus purchase. Provides Ultimate Care coverage for remainder of original ProPlus warranty term.	SERVICE	5	99.00	495.00
CF-VZSU0QW	Battery for CF-20 Mk1	NEW	5	138.00	690.00
Tracking:			Freight		$174.00
			Tax		$0.00
			Total		$20,604.00

(c) The aggregate start-up fees for all Software listed in Section 1(a) and the aggregate purchase price of all Hardware listed in Section 1(b), together with any applicable taxes and less any discounts, is $20,604.00 Hardware, $9,600.00 Software (the "**Purchase Price**").

Section 2. **Recurring License Fees Reimbursement**. Emergicon will pay any recurring fees associated with the software license as they become due ("**Recurring License Fees**").

Section 3. **Termination of Services Agreement**. If the Services Agreement is terminated for any reason within the first twelve months, full repayment of the Purchase Price, all Recurring License Fees for the then-current annual term of the Software License Agreement, and any other reimbursement or fee owed to Emergicon will be paid by Client within fifteen (15) days of termination of the Services Agreement. For the avoidance of doubt, Client will continue to reimburse Emergicon for any fees owed to Health EMS by Emergicon which are the subject of this Addendum until the Software License Agreement, or any other agreement related to the subject herein, have been terminated and paid in full.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date written below.

EMERGICON L.L.C.	City of Duncanville, Texas
NAME: Christopher Turner, MHA	NAME: _____
TITLE: President and CEO	TITLE: _____
DATE: 04/20/2021	DATE: _____

SAM Search Results
List of records matching your search for :

Search Term : EMERGICON LLC*
Record Status: Active

No Search Results

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
Conduct a Public Hearing (2021-07) to consider an Ordinance to revoke a Specific Use Permit for an Indoor Sports Complex (Batting Facility) under Ordinance 2308 and retain the existing Commercial "C" District Zoning on Woodhaven Block 2, Lot 3, more commonly known as 410 E Red Bird Lane.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Skye Thibodeaux, City Planner
Bryan G. Ramey, II, P.E., Director of Public Works

BACKGROUND/HISTORY:
This request is to rescind Ordinance No. 2308, "SUP" Specific Use Permit for an indoor and outdoor sports complex (batting facility) on Lot 3, Block 2, Woodhaven Addition, approximately 0.92 acres, more commonly known as 410 E Red Bird Lane.

The existing SUP was amended in 2017 to essentially allow for batting cages to be constructed and utilized outside the primary structure. The SUP in place prior to being amended allowed an indoor sports complex (indoor batting cages).

The operation associated with the existing SUP is no longer in business at the subject property and, as discussed in the attached exhibits, the applicant is proposing to utilize the property with a conforming minor vehicle repair use which is permitted by right in the Commercial "C" District.

With no existing condition tied to the subject SUP that establishes a specific trigger for termination, staff is recommending that the Council approve the request to rescind the existing SUP. This will prevent a potential future similar indoor/outdoor sports complex tenant from simply occupying the site without the need for zoning-approval.

Planning and Zoning Commission
After discussion, a motion was made to recommend approval of the request to the City Council.

POLICY EXPLANATION:
Following discussion, the Planning & Zoning Commission voted 5-0 for with two commissioners absent, per the attached minutes (Attachment 3).

Ten (10) notices (Attachment 4) were sent to properties within a 200-foot radius (Attachment 5) for this public hearing. As of this writing, no responses have been received. Per the City's zoning ordinance, written survey responses will continue to be received until the close of business Wednesday, April 28, 2021.

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
The Planning & Zoning Commission recommends approval of revocation of Specific User Permit for an Indoor Sports Complex (Batting Facility) under Ordinance 2308 and retain the existing Commercial "C" District Zoning on Woodhaven Block 2, Lot 3, more commonly known as 410 E Red Bird Lane.

ATTACHMENTS:
Attachment 1 Legal Advertisement for Public Hearing
Attachment 2 Area of Request Maps
Attachment 3 Unapproved Minutes from Planning and Zoning
Attachment 4 Letter to property owners within 200' Buffer
Attachment 5 List of property owners within 200' of Zoning Request
Attachment 6 Ordinance No. - 2308R - Indoor Batting Cages

ATTACHMENT 1

Advertise 1 time - By March 28

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2021-07

A public hearing will be held before the Planning & Zoning Commission on Monday, April 12, at 7:00 p.m., and before the City Council on Tuesday, May 4, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas, to hear a request of the City of Duncanville to revoke a Special Use Permit for an indoor sports complex (batting facility) under Ordinance No. 2308 and retain the existing Commercial District "C" zoning, on Woodhaven, Block 2, Lot 3, more commonly known as 410 E Red Bird Lane, in the City of Duncanville, Dallas County, Texas.

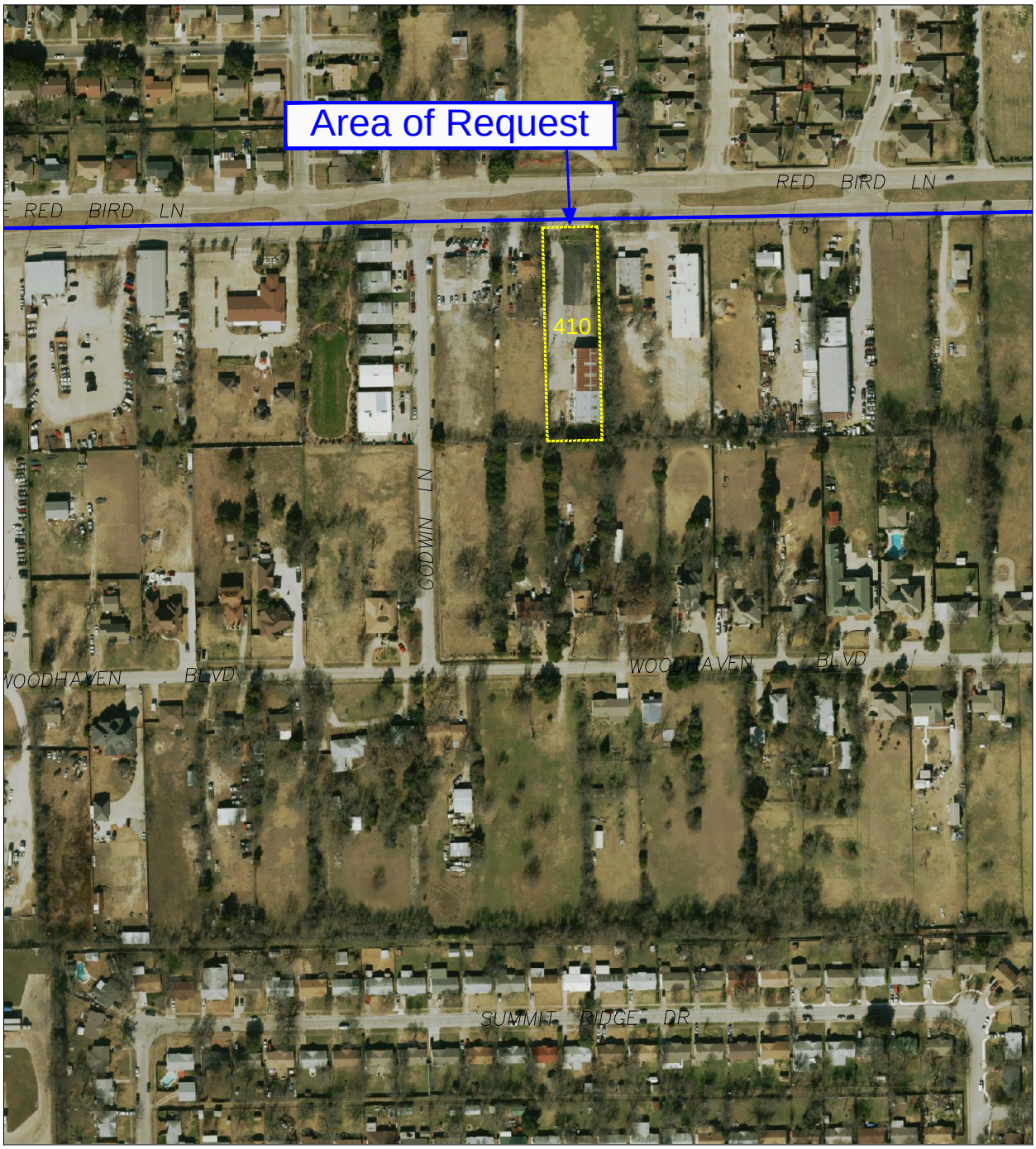
The City Council of the City of Duncanville will hold a public hearing on Tuesday, May 4, 2021, at 7:00 p.m. in the Council Chambers, City Hall, 203 E. Wheatland Road, to consider the recommendations of the Planning and Zoning Commission regarding this request.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary or to Athena Seaton, Interim Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

Athena Seaton,
Interim Secretary, Planning and Zoning Commission

ATTACHMENT 2



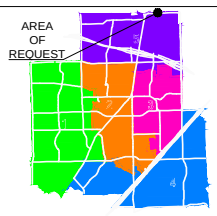
Duncanville
City of Champions

Proposed Zoning Change

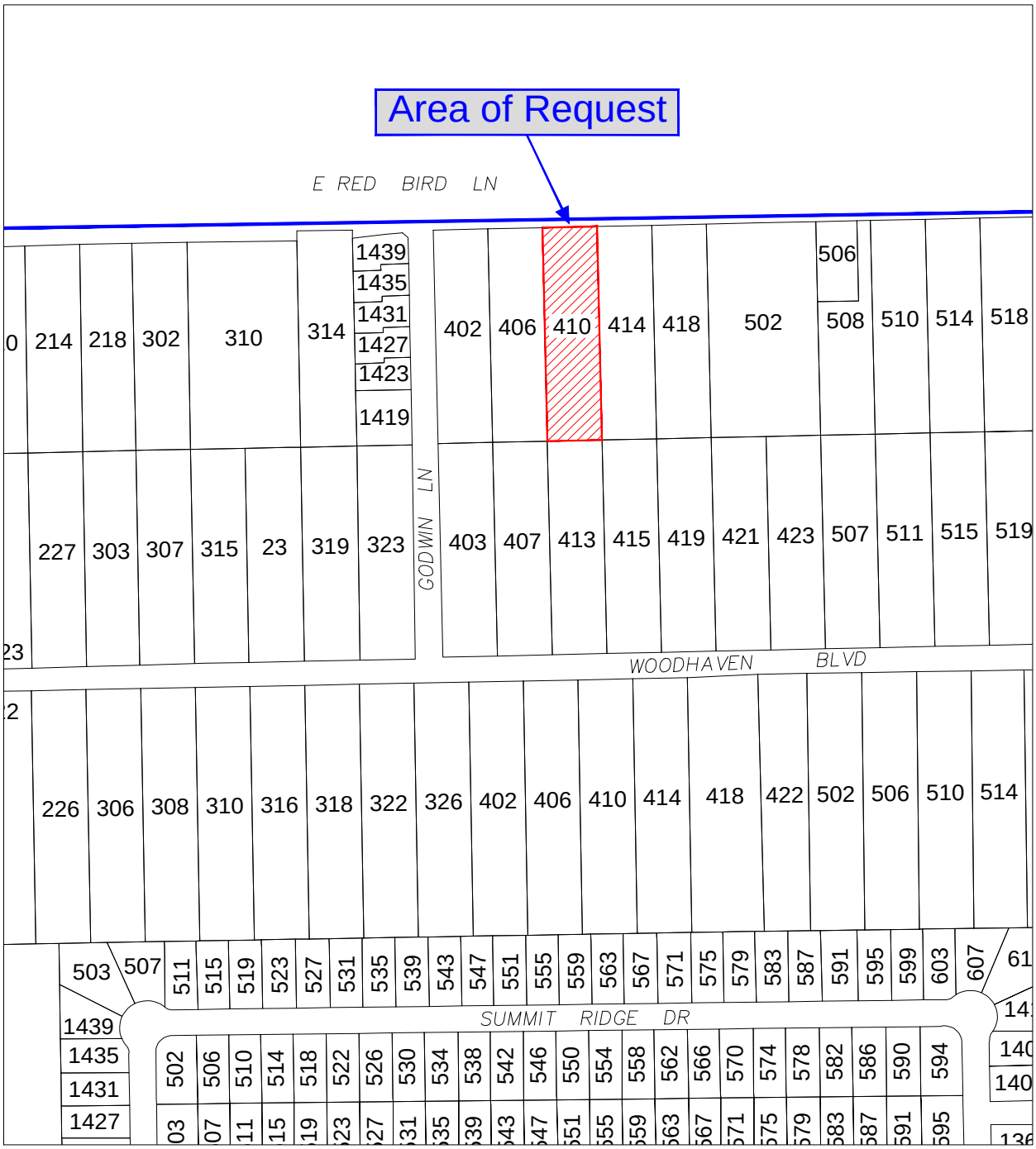
Case # 2021-07

Aerial Location

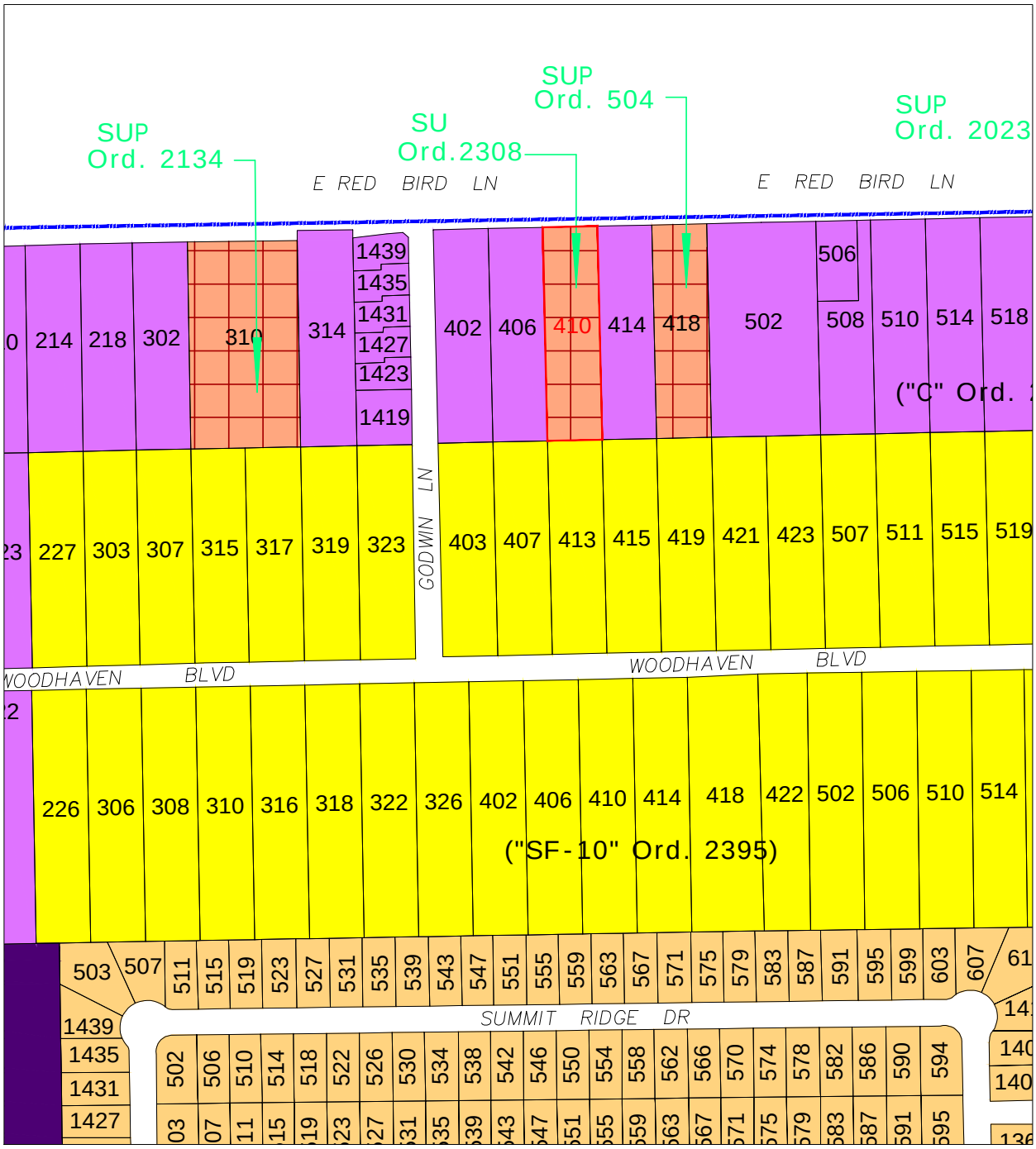
410 E. Red Bird Lane



ATTACHMENT 2



ATTACHMENT 2



ATTACHMENT 3

PLANNING AND ZONING COMMISSION
VIRTUAL MEETING
CITY HALL
203 E WHEATLAND ROAD
MONDAY, APRIL 12, 2021 @ 7:00 P.M.

A meeting for the Planning and Zoning Commission was held on Monday, April 12, 2021, at 7:00 p.m. via videoconferencing with the following present:

Planning and Zoning Commission Members:

Greg Zylka	Chairman	
Betty Culbreath	Vice-Chairman	
Eric Pena	Commissioner	
Jana McBroom	Commissioner	
George Turner	Commissioner	Excused absence
Elias Rodriguez	Commissioner	Unexcused absence
Richard Shaw	Commissioner	

Also present:
Skye Thibodeaux, City Planner
Athena Seaton, Planning Technician

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, the Planning and Zoning Commission for the City of Duncanville, Texas will conduct the Planning and Zoning Commission Regular Meeting by video conference at 7:00 pm on Monday, April 12, 2021, in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID19) pandemic.

This is an open meeting conducted by video conference. There will be no public access to a physical location.

To submit public comments, email aseaton@duncanville.com and title the email "Public Comment – April 12". All public comments submitted by **4pm on Monday, April 12, 2021** will be provided to the Planning and Zoning commissioners and entered into the record for the April 12, 2021 Planning and Zoning Commission Regular Meeting.

Please register for Duncanville Planning & Zoning Commission - Meeting 4/12/2021 on April 12, 2021 at 7:00 PM CDT at:

When: Apr 12, 2021 07:00 PM Central Time (US and Canada)
Topic: Planning and Zoning Regular Meeting April 12, 2021

Unapproved

ATTACHMENT 3

Register in advance for this webinar:
https://us02web.zoom.us/webinar/register/WN_EpDBeglQQniD1QHqGjNkSQ

After registering, you will receive a confirmation email containing information about joining the webinar. The registration email will provide you with a telephone number to call in if needed.

A recording of the meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

The meeting convened via videoconferencing and was called to order at 7:00 p.m. by Chairman Zylka.

Item No. 1 – Receive Public Comments
Due to recent changes in state legislation, public comments have been added to the agendas of all boards and commissions subject to the Open Meetings Act, with time allocated at the beginning of each meeting. Comments are limited to two minutes per speaker.

No comments were received.

Item No. 2 – Approval of meeting minutes for the regular meeting on March 8, 2021

Commissioner Culbreath made a motion as seconded by Commissioner McBroom to approve the minutes. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Rodriguez absent.

Item No. 3 – Conduct a public hearing (2021-08) and consider approval of a plat request of Raul Rios, Owner and Applicant, to plat A.M.G. Merrill Survey, Abstract No. 884, City of Duncanville, Dallas County, Texas, more commonly known as 510 and 514 N Main St, Duncanville. The purpose of the plat is for the sale of the properties.

Skye Thibodeaux presented background information regarding the plat of the property.

The public hearing opened at 7:02pm.
No comments were presented.

Commissioner Culbreath made a motion to close the public hearing at 7:05 pm with motion seconded by Commissioner Pena. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Rodriguez absent.

No discussion followed.

Commissioner Culbreath made a motion, seconded by Commissioner McBroom to approve the plat. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Rodriguez absent.

Item No. 4 – Conduct a public hearing (2021-07) for consideration and action regarding the request of Jose Garcia, Applicant and Owner, to rescind a Specific User Permit for an Indoor/Outdoor

Unapproved

ATTACHMENT 3

Sports Complex (Batting Facility) under Ordinance 2308 and retain the existing Commercial District "C" Zoning on Woodhaven Block 2, Lot 3, more commonly known as 410 E Red Bird Lane, in the City of Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed rescinding of the SUP.

Public hearing opened at 7:10 pm.

No comments were presented.

Commissioner Culbreath made a motion to close the public hearing at 7:13 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Rodriguez absent.

No discussion followed.

Commissioner McBroom made a motion, seconded by Commissioner Pena to approve the rescinding of the Specific Use Permit. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Rodriguez absent.

Item No. 5 – Discuss Planning Calendar and meet new City Planner, Skye Thibodeaux.

Skye Thibodeaux gave an update on Council's decision on the two SUP cases presented to Council at the April 6, 2021 City Council meeting and also provided an update about an upcoming discussion regarding going back to in-person meetings by Council at the April 20, 2021 City Council meeting. Skye Thibodeaux gave a brief summary of his city planning background and Commissioners asked questions and welcomed him to the city.

Item No. 6 – Adjourn
Being no further business, the meeting adjourned at 7:22 p.m.

_____ _____

Athena Seaton, Interim Secretary Greg Zylka, Chairman

Unapproved

ATTACHMENT 4

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) aseaton@duncanville.com

March 26, 2021

Zoning File: 2021-07

Dear Property Owner:

Jose L Garcia, Applicant and Owner, is requesting to rescind a Specific Use Permit for an indoor sports complex (batting facility) under Ordinance No. 2308 and retain the existing Commercial District "C" zoning, on Woodhaven, Block 2, Lot 3, more commonly known as 410 E Red Bird Lane, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

The Planning and Zoning Commission will hold a virtual public hearing on Monday, April 12, 2021, at 7:00 p.m., and a virtual City Council public hearing will be held on Tuesday, May 4, 2021, at 7:00 p.m., both projected virtually from the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by April 28, 2021, to fulfill legal requirements for a written formal protest.

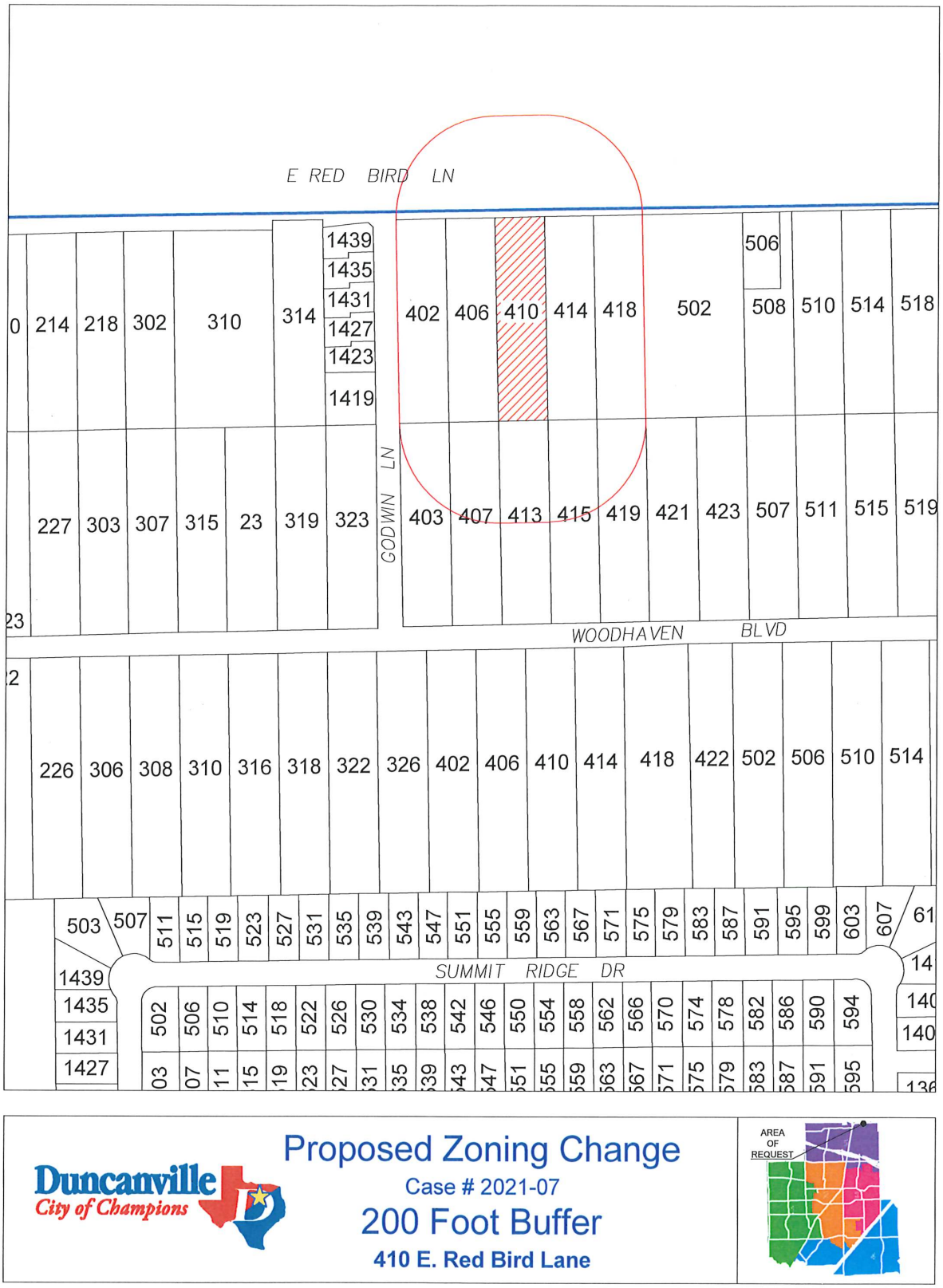
As an interested citizen, you may submit public comments to either the City Secretary or to Athena Seaton, Interim Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email aseaton@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Athena Seaton, CPM
Interim Secretary, Planning and Zoning Commission

Enclosures

ATTACHMENT 4



ATTACHMENT 4

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2021-07 Jose L Garcia, Applicant and Owner, is requesting to rescind a Specific Use Permit (SUP) for an indoor sports complex (batting facility) under Ordinance No. 2308 and retain the existing Commercial District "C" zoning, on Woodhaven, Block 2, Lot 3, more commonly known as 410 E Red Bird Lane, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to amend the zoning to rescind an existing Specific Use Permit for an indoor sports complex (batting facility) on the subject property. The property is no longer used for an indoor sports complex (batting facility) and rescinding the SUP will only permit uses allowed within the Commercial District "C" zoning district on the subject property.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a virtual public hearing on Monday, April 12, 2021, at 7:00 p.m., and a virtual City Council public hearing will be held on Tuesday, May 4, 2021, at 7:00 p.m., both projected virtually from the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by April 28, 2021, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

ATTACHMENT 5

JUAN GUADALUPE DON
2001 RAMSEY AVE
DALLAS TEXAS 752161815

CARMONA FERNANDO JR
4731 MEADOW TRAIL DR
DALLAS TEXAS 752362177

GARCIA JOSE LUIS
4335 ALLEGRO LN
GRAND PRAIRIE TEXAS 750524352

AMERICAN LEGION POST 81
PO BOX 380481
DUNCANVILLE TEXAS 751380481

AMERICAN LEGION POST 81
PO BOX 380481
DUNCANVILLE TEXAS 751380481

QUIROZ ONORIO & GLADYS
419 WOODHAVEN BLVD
DUNCANVILLE TEXAS 751162443

CUMMINGS STEVEN J &
NANCY L
415 WOODHAVEN BLVD
DUNCANVILLE TEXAS 751162443

HERRERA HECTOR
704 JEFFERSON ST
HILLSBORO TEXAS 766452920

RIVERA ALMA L &
407 WOODHAVEN BLVD
DUNCANVILLE TEXAS 751162443

RIVERA HILARION & ALMA L
407 WOODHAVEN BLVD
DUNCANVILLE TEXAS 751162443

2021-07 Property Owners within 200'

ORDINANCE NO. 2308R

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, TO REVOKE SPECIFIC USE PERMIT "SUP" FOR AN INDOOR AND OUTDOOR SPORTS COMPLEX (BATTING FACILITY); ON LOT 3, BLOCK 2, WOODHAVEN ADDITION, MORE COMMONLY KNOWN AS 410 EAST RED BIRD LANE, IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS AND RETAIN AND REAFFIRM THE EXISTING COMMERCIAL "C" DISTRICT ZONING CLASSIFICATION ON SAID PROPERTY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTV OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be and the same are hereby amended by revocation a Specific Use Permit for an Indoor and Outdoor Sports Complex (Batting Facility) as authorized by Ordinance 2308 and retain and reaffirm the existing Commercial "C" zoning classification on property more particularly described in Exhibit "A" and made a part hereof for all purposes, also commonly known as 410 East Red Bird Lane in the City of Duncanville, Dallas County, Texas (the "Property").

SECTION 2. That the above-described Property shall no longer be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as provided herein.

SECTION 3. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this ordinance be and the same are hereby repealed and all ordinances not so in conflict shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of Duncanville, Texas, on the 4th day of May, 2021.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Being all of an approximately 0.92-acre lot, tract, or parcel of land recorded as Woodhaven Addition, Lot 3 Block 2, more commonly known 410 E Red Bird Lane, Duncanville.

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
Receive the Monthly Financial Report as of March 31, 2021.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **1. Most engaged citizens in America**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Richard Summerlin, Finance Director

BACKGROUND/HISTORY:
The Financial Report is presented to provide actual revenues and expenditures in comparison to the budget. The report provides financial data on key funds including the General, Utility, Sanitation, Economic Development, Fieldhouse, and Comprehensive Self-Insurance.

POLICY EXPLANATION:
March 2021 is the sixth month in fiscal year 2021 and we would expect revenues and expenditures to be at about 50.0% of their budgets. Below are financial highlights as of the March 2021 Financial Report.

General Fund:

- General Fund ending fund balance is $23.0 million, which is approximately 260 days of operations based on the adopted budget.
  - Fiscal year 2021 beginning fund balance is greater than expected due to final fiscal year 2020 transactions including:
    - A one-time transfer in from the Emergency Fund for $417 thousand. A portion of CARES Act funding was allocated to offset eligible General Fund public safety payroll.
    - A one-time transfer in (offsetting expenditures) from the closure of the Medical Insurance fund for $340 thousand.
- Overall General Fund revenues and transfers in are at 72.6% of the budget.
  - Current property tax payments are at 99.8% of the budget. This is $1.1 million (6.6%) higher than the same time last year primarily due to an increase in property values. Property taxes were due by the end of January.
  - Overall sales tax revenues are flat (-0.1%) with same time last year. The data here reflects four months of revenue (January sales tax is received in March).
  - Franchise fee revenues reflect the first quarter payments. Telephone franchise fees have declined by -39.2% from the prior year and are at 15.4% of the current year budget.

  - Revenues that have also declined from prior year due to economic impact of COVID-19 include court fines (-32.5%), interest revenue (-68.8%), and recreation fees (-30.1%).
- Grand total of General Fund operating and project expenditures are at 36.8% of the budget.
  - All operating expenditure categories are within budget for the current period and the total is at 37.7% of the annual budget.
  - The project expenditures section includes the transfer out to fund one-time projects and is at 16.7% of the budget.

Other Funds:

- The Utility Fund ending fund balance is $2.0 million (after the reserved fund balance deduction of $5.0 million for AMI), which is approximately 37 days of operations based on the budget.
  - Total utility revenues are at 40.0% of the budget. Water and sewer revenues run one month in the arrears, so this report reflects five months (October-February) of revenue. Water revenues are -2.9% lower than the same time last year, and sewer revenues are down by -2.1%.
  - Total expenditures are at 45.2% of the budget. This includes five months of payments to Dallas Water Utilities (water services) and six months of payments to Trinity River Authority (wastewater services).
  - Expenditures in the Utility fund non-org category includes a transfer out to General fund for the cost of administrative activities performed by general fund staff such as accounting, city management, IT, human resources, etc.
- The Sanitation Fund has an ending fund balance of $808 thousand, which is approximately 72 days of operations.
- The Economic Development ending fund balance is at $3.3 million.
- Fieldhouse operating revenues are up by 1.3% from the same time as last year, while operating expenditures are down by -23.9%.
- A financial update on one-time projects is included as the last page of the financial report.
- The quarterly financial update on Capital Project Funds as of March 31, 2020 is also attached as the CIP Financial Report.

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
There is no City Council action required.

ATTACHMENTS:
Attachment 1 - Monthly Financial Report March 2021
Attachment 2 - Capital Project Financial Report as of March 202121

Attachment 1

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2020-2021

YEAR-TO-DATE OPERATIONS

AS OF MARCH 31, 2021

OCTOBER 1, 2020 TO MARCH 31, 2021

Prepared by
FINANCE DEPARTMENT
4/20/2021

Attachment 1

CITY OF DUNCANVILLE

FUND BALANCES AT MARCH 31, 2021

FUND	BEGINNING BALANCE (OCT 1)	REVENUES	EXPENDITURES	RESERVED FOR ONE TIME PROJECTS [1]	ENDING BALANCE YTD
GENERAL FUND[2]	$11,714,696	$23,683,801	($12,658,363)	$0	**$22,740,135**
UTILITY FUND	$8,451,077	$7,296,552	($8,730,432)	($5,000,000)	**$2,017,197**
SANITATION FUND	$847,903	$1,739,522	($1,779,197)	$0	**$808,228**
ECONOMIC DEVELOPMENT	$3,709,167	$878,737	($1,323,015)	$0	**$3,264,889**
FIELDHOUSE	($1,430,436)	$962,547	($893,361)	$0	**($1,361,250)**
COMPREHENSIVE SELF INS	$889,834	$234,033	($378,420)	$0	**$745,447**

DAYS OF OPERATIONS AT MARCH 31, 2021

FUND	YTD FUND BALANCE	BUDGETED OPERATING RESERVE # DAYS	BUDGETED OPERATING RESERVE ($)	YTD ACTUAL # DAYS OF OPERATIONS
GENERAL FUND	$22,740,135	75	$6,551,562	**260**
UTILITY FUND	$2,017,197	60	$3,274,700	**37**
SANITATION FUND	$808,228	60	$675,173	**72**

Note 1 - Utility Fund reserved balance has been earmarked for future AMI project.
Note 2- One Time Project funds are accounted for in a separate fund and not included in General fund balance available for operations calculation.

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUES AT MARCH 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
51 - TAXES	**$20,936,704**	**$27,094,091**	**$27,094,091**	**$6,157,387**	**77.3%**
501101 - CURRENT TAXES	$17,683,555	$17,717,398	$17,717,398	$33,843	99.8%
501102 - DELINQUENT TAXES	$132,302	$140,000	$140,000	$7,698	94.5%
501103 - PENALTIES AND INTEREST	$73,436	$140,000	$140,000	$66,564	52.5%
501201 - STATE SALES TAX CITY PORTION	$1,756,757	$4,876,462	$4,876,462	$3,119,705	36.0%
501202 - SALES TAX PROPERTY TAX RELIEF	$878,378	$2,438,231	$2,438,231	$1,559,853	36.0%
501204 - ALCOHOLIC BEVERAGE TAX	$22,526	$69,000	$69,000	$46,474	32.6%
501301 - FRANCHISE FEE ELECTRIC	$238,001	$1,100,000	$1,100,000	$861,999	21.6%
501302 - FRANCHISE FEE GAS	$78,109	$313,000	$313,000	$234,891	25.0%
501303 - FRANCHISE FEE TELEPHONE	$26,906	$175,000	$175,000	$148,094	15.4%
501304 - FRANCHISE FEE CABLE TV	$46,734	$125,000	$125,000	$78,266	37.4%
52 - PERMITS & FEES	**$835,276**	**$1,237,500**	**$1,237,500**	**$402,224**	**67.5%**
502101 - BUILDING PERMITS	$287,114	$250,000	$250,000	($37,114)	114.8%
502102 - ELECTRICAL PERMITS	$14,697	$13,000	$13,000	($1,697)	113.1%
502103 - SOLICITOR LICENSES	$500	$1,500	$1,500	$1,000	33.3%
502105 - EMERGENCY MEDICAL SERVICE	$389,054	$750,000	$750,000	$360,946	51.9%
502106 - SIGN PERMITS	$9,375	$12,000	$12,000	$2,625	78.1%
502107 - WRECKER AND STORAGE FEES	($0)	$3,000	$3,000	$3,000	0.0%
502108 - HEALTH FOOD INSPECTION FEES	$20,824	$46,000	$46,000	$25,176	45.3%
502109 - PLUMBING AND AC PERMITS	$38,040	$40,000	$40,000	$1,960	95.1%
502111 - ZONING & SPEC USE PERMIT	$6,450	$8,500	$8,500	$2,050	75.9%
502112 - EMS SVCS COST SETTLEMENT	($0)	($0)	($0)	($0)	
502113 - SMALL CELL/ NETWORK NODE FEES	($0)	$500	$500	$500	0.0%
502114 - RENTAL PROPERTY REGISTRATION	$40,725	$50,000	$50,000	$9,275	81.5%
502120 - ALARM PERMITS	$27,897	$60,000	$60,000	$32,103	46.5%
502122 - POOL OR SPA INSPECTION FEE	$600	$3,000	$3,000	$2,400	20.0%
53 - FINES	**$172,847**	**$557,000**	**$557,000**	**$384,153**	**31.0%**
503101 - MUNICIPAL COURT FINES	$126,520	$400,000	$400,000	$273,480	31.6%
503102 - COURT RELATED FEES	$34,132	$130,000	$130,000	$95,868	26.3%
503103 - SCHOOL CROSSING FEES	$3,613	$3,000	$3,000	($613)	120.4%
503201 - LIBRARY FINES	$2,700	$9,000	$9,000	$6,300	30.0%
503301 - FALSE ALARM FINES	$5,882	$15,000	$15,000	$9,118	39.2%
54 - INTERGOVERNMENTAL	**$27,707**	**$175,490**	**$175,490**	**$147,783**	**15.8%**
504102 - DISD SCHOOL CROSSING GUARDS	$9,592	$35,000	$35,000	$25,408	27.4%
504103 - DALLAS COUNTY CROSSING GUARD	$18,116	$36,000	$36,000	$17,884	50.3%
504109 - REIMB FOR REG EMERG MANAGER	($0)	$104,490	$104,490	$104,490	0.0%
55 - INTEREST	**$75,509**	**$290,000**	**$290,000**	**$214,491**	**26.0%**
505101 - INTEREST ON GOVT POOL INVEST	$2,706	$55,000	$55,000	$52,294	4.9%
505103 - CERT OF DEPOSIT INTEREST	$57,018	$100,000	$100,000	$42,982	57.0%
505106 - MONEY MARKET INTEREST	$15,785	$135,000	$135,000	$119,215	11.7%
57 - RECREATIONAL FEES	**$94,464**	**$266,000**	**$266,000**	**$171,536**	**35.5%**
507102 - RECREATION FEES	$84,984	$240,000	$240,000	$155,016	35.4%
507104 - SENIOR CENTER ANNUAL USER FEE	$133	$4,000	$4,000	$3,868	3.3%
507107 - RECREATION CENTER CLASSES	$5,559	$8,000	$8,000	$2,441	69.5%
507108 - RECREATION CENTER SPECIAL EVEN	$3,789	$8,000	$8,000	$4,211	47.4%
507109 - SENIOR CLASS/TRIPS	($0)	-$6,000	$6,000	$6,000	0.0%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUES AT MARCH 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
59 - OTHER REVENUES	**$225,594**	**$367,880**	**$367,880**	**$142,286**	**61.3%**
509101 - SALE OF FIXED ASSETS	($0)	($0)	($0)	($0)	
509102 - GAIN/ LOSS ON SALE FIXED ASSET	($0)	$0	($0)	($0)	
509105 - SALE OF MATERIALS	$1,494	$1,000	$1,000	($494)	149.4%
509201 - INSURANCE RECOVERY	($0)	($0)	($0)	($0)	
509501 - COLLECTION OF BAD DEBTS	($0)	$2,000	$2,000	$2,000	0.0%
509502 - MISCELLANEOUS W/O	$37	$100	$100	$63	37.4%
509601 - MISCELLANEOUS	$52,096	$65,000	$65,000	$12,904	80.1%
509602 - CASH OVER AND SHORT	$106	$0	($0)	($106)	
509603 - COPIES	$3,095	$18,000	$18,000	$14,905	17.2%
509604 - POLICE ACCIDENT REPORTS	$1,718	$4,500	$4,500	$2,782	38.2%
509606 - AUCTION PROCEEDS	($0)	$5,000	$5,000	$5,000	0.0%
509607 - ANIMAL PERMITS	$10	$50	$50	$40	20.0%
509609 - RETURN CHECK FEES	$70	$230	$230	$160	30.4%
509611 - SCRAP METAL SALES	($0)	($0)	($0)	($0)	
509612 - CITY SERVICES REIMBURSEMENT	$19,497	$58,000	$58,000	$38,503	33.6%
509613 - WORKERS COMP REIMBURSEMENT	$27,707	$20,000	$20,000	($7,707)	138.5%
509614 - RENTAL OF TOWER	$116,518	$194,000	$194,000	$77,482	60.1%
509617 - LEASE INCOME	($0)	($0)	($0)	($0)	
509618 - GAS WELL OIL REVENUE	$3,245	$0	($0)	($3,245)	
81 - OTHER FINANCE SOURCE	**$1,315,700**	**$2,631,399**	**$2,631,399**	**$1,315,700**	**50.0%**
801102 - TRANSF IN UTILITY FUND WATER	$880,855	$1,761,710	$1,761,710	$880,855	50.0%
801104 - TRANSF IN UTIL FUND SANITATION	$96,149	$192,297	$192,297	$96,149	50.0%
801108 - TRANSF IN EDC SALES TAX	$46,121	$92,242	$92,242	$46,121	50.0%
801110 - TRANSF IN HOTEL TAX FUND	$28,319	$56,637	$56,637	$28,319	50.0%
801150 - TRANSF IN PILOT FRANCHISE TAX	$264,257	$528,513	$528,513	$264,257	50.0%
Grand Total	**$23,683,801**	**$32,619,360**	**$32,619,360**	**$8,935,559**	**72.6%**

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES AT MARCH 31, 2021

OPERATING EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0101 - GENERAL GOVERNMENT	**$1,426,066**	**$3,118,795**	**$3,197,832**	**$1,771,766**	**44.6%**
01011000 - MAYOR AND COUNCIL	$44,516	$140,897	$140,897	$96,381	31.6%
01011100 - CITY ADMINISTRATION	$335,572	$705,922	$734,922	$399,351	45.7%
01011300 - HUMAN RESOURCES	$129,051	$348,242	$348,242	$219,191	37.1%
01011400 - INFO TECHNOLOGY	$460,906	$820,205	$870,242	$409,335	53.0%
01011500 - PUBLIC INFORMATION OFFICE	$60,638	$168,533	$168,533	$107,895	36.0%
01011600 - PUBLIC LIBRARY	$395,382	$934,996	$934,996	$539,614	42.3%
0102 - FINANCE	**$630,335**	**$1,519,742**	**$1,520,267**	**$889,932**	**41.5%**
01022000 - FINANCE ADMINISTRATION	$363,342	$792,642	$792,642	$429,300	45.8%
01022300 - MUNICIPAL COURT	$179,277	$482,262	$482,787	$303,510	37.1%
01022500 - PURCHASING	$48,664	$113,731	$113,731	$65,067	42.8%
01022700 - CITY MARSHAL	$39,052	$131,107	$131,107	$92,055	29.8%
0104 - PARK AND RECREATION	**$1,345,839**	**$3,884,640**	**$3,884,640**	**$2,538,802**	**34.6%**
01044000 - PARK & REC ADMINISTRATION	$113,935	$254,663	$254,663	$140,728	44.7%
01044100 - REC PROGRAM ADMIN	$172,294	$396,028	$396,028	$223,733	43.5%
01044101 - REC PROGRAM CLASSES	$443	$5,682	$5,682	$5,239	7.8%
01044200 - SPECIAL EVENTS ADMIN	$47,011	$208,183	$208,183	$161,172	22.6%
01044300 - ATHLETIC PROGRAMMING	$139,874	$425,373	$425,373	$285,499	32.9%
01044500 - HORTICULTURE	$76,026	$176,298	$176,298	$100,271	43.1%
01044600 - PARK GROUNDS MAINTENANCE	$384,960	$1,327,185	$1,327,185	$942,225	29.0%
01044800 - BUILDING MAINTENANCE	$363,461	$881,280	$881,280	$517,819	41.2%
01044900 - SENIOR CENTER	$47,834	$204,749	$204,749	$156,915	23.4%
01044901 - SENIOR CENTER CLASSES	$0	$4,600	$4,600	$4,600	0.0%
01044911 - SENIOR CENTER TRIPS	$0	$600	$600	$600	0.0%
0105 - POLICE	**$4,099,025**	**$9,694,511**	**$9,694,511**	**$5,595,486**	**42.3%**
01055000 - POLICE ADMINISTRATION	$257,146	$552,907	$552,907	$295,760	46.5%
01055100 - PATROL	$2,111,848	$4,832,383	$4,832,383	$2,720,535	43.7%
01055200 - CRIMINAL INVESTIGATION	$635,906	$1,492,834	$1,492,834	$856,928	42.6%
01055300 - ANIMAL CONTROL	$226,163	$477,758	$477,758	$251,595	47.3%
01055400 - SCHOOL GUARDS	$39,463	$85,211	$85,211	$45,748	46.3%
01055500 - CRIME PREVENTION	$62,244	$151,748	$151,748	$89,504	41.0%
01055700 - RECORDS	$459,973	$1,319,716	$1,319,716	$859,743	34.9%
01055800 - DETENTION SERVICES	$108,946	$270,000	$270,000	$161,054	40.4%
01055900 - POLICE SPECIAL SERVICES	$197,336	$511,954	$511,954	$314,617	38.5%
0106 - PUBLIC WORKS	**$1,759,026**	**$6,874,523**	**$6,963,490**	**$5,204,464**	**25.3%**
01066000 - ENGINEERING	$170,378	$387,903	$387,903	$217,526	43.9%
01066100 - BUILDING INSPECTION	$235,186	$507,481	$549,773	$314,587	42.8%
01066200 - STREET MAINTENANCE	$516,231	$3,543,590	$3,543,590	$3,027,359	14.6%
01066300 - TRAFFIC OPERATIONS	$290,531	$926,743	$950,317	$659,786	30.6%
01066400 - PLANNING	$74,176	$159,358	$159,358	$85,182	46.5%
01066500 - CODE SERVICES	$125,180	$266,308	$289,409	$164,230	43.3%
01066700 - EQUIPMENT SERVICES	$347,345	$1,083,139	$1,083,139	$735,795	32.1%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES AT MARCH 31, 2021

OPERATING EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0107 - FIRE	**$2,952,162**	**$7,072,886**	**$7,072,886**	**$4,120,724**	**41.7%**
01077000 - FIRE ADMINISTRATION	$266,719	$649,945	$649,945	$383,226	41.0%
01077100 - FIRE PREVENTION	$106,725	$254,258	$254,258	$147,533	42.0%
01077200 - FIRE SUPPRESSION	$1,801,147	$4,330,457	$4,330,457	$2,529,310	41.6%
01077300 - ADVANCED LIFE SUPPORT	$753,736	$1,697,817	$1,697,817	$944,081	44.4%
01077500 - EMERGENCY MANAGEMENT ADMIN	$23,835	$140,409	$140,409	$116,575	17.0%
0108 - NON DEPARTMENTAL	**$193,297**	**$589,792**	**$594,792**	**$401,495**	**32.5%**
01088000 - GENERAL NON DEPARTMENTAL	$193,297	$589,792	$594,792	$401,495	32.5%
Total Operating Expenditures	**$12,405,748**	**$32,754,888**	**$32,928,417**	**$20,522,669**	**37.7%**

PROJECT EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0000 - OTHER	**$252,614**	**$1,511,250**	**$1,511,250**	**$1,258,636**	**16.7%**
001 - GENERAL FUND NON-ORG	$252,614	$1,511,250	$1,511,250	$1,258,636	16.7%
Total Project Expenditures	**$252,614**	**$1,511,250**	**$1,511,250**	**$1,258,636**	**16.7%**

Grand Total - Operating & Project Expenditures	**$12,658,363**	**$34,266,139**	**$34,439,668**	**$21,781,305**	**36.8%**

Attachment 1

CITY OF DUNCANVILLE

UTILITY FUND AT MARCH 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
41 - WATER	**$3,105,461**	**$8,216,000**	**$8,216,000**	**$5,110,539**	**37.8%**
510101 - WATER SALES	$2,032,681	$5,400,000	$5,400,000	$3,367,319	37.6%
510102 - WATER TAPS	$16,903	$10,000	$10,000	($6,903)	169.0%
510104 - MULTI-FAMILY WATER SALES	$333,495	$770,000	$770,000	$436,505	43.3%
510105 - COMMERCIAL WATER SALES	$509,896	$1,360,000	$1,360,000	$850,104	37.5%
510106 - WATER SALES OTHER	$521	$1,000	$1,000	$480	52.1%
510107 - WATER SALES IRRIGATION	$157,845	$510,000	$510,000	$352,155	31.0%
510108 - SCHOOL WATER SALES	$54,120	$165,000	$165,000	$110,880	32.8%
42 - SEWER	**$4,016,515**	**$9,551,600**	**$9,551,600**	**$5,535,085**	**42.1%**
511101 - SEWER SERVICE	$2,778,883	$6,500,000	$6,500,000	$3,721,117	42.8%
511102 - SEWER TAPS	$3,200	$3,600	$3,600	$400	88.9%
511105 - MULTI-FAMILY SEWER SERVICE	$619,796	$1,455,000	$1,455,000	$835,204	42.6%
511106 - COMMERCIAL SEWER SERVICE	$572,193	$1,470,000	$1,470,000	$897,807	38.9%
511108 - SCHOOL WASTEWATER SALES	$42,444	$123,000	$123,000	$80,556	34.5%
45 - PENALTIES	**$80,297**	**$165,000**	**$165,000**	**$84,703**	**48.7%**
513101 - PENALTIES	$80,297	$165,000	$165,000	$84,703	48.7%
54 - INTERGOVERNMENTAL	**($0)**	**$600**	**$600**	**$600**	**0.0%**
504111 - REIMB FOR SUMMIT TANK FROM CH	($0)	$600	$600	$600	0.0%
55 - INTEREST	**$21,858**	**$120,000**	**$120,000**	**$98,142**	**18.2%**
505101 - INTEREST ON GOVT POOL INVEST	$907	$120,000	$120,000	$119,093	0.8%
505103 - CERT OF DEPOSIT INTEREST	$12,138	($0)	($0)	($12,138)	
505106 - MONEY MARKET INTEREST	$8,812	($0)	($0)	($8,812)	
59 - OTHER REVENUES	**$72,421**	**$169,500**	**$169,500**	**$97,079**	**42.7%**
509101 - SALE OF FIXED ASSETS	($0)	($0)	($0)	($0)	
509301 - REFUNDS FROM TRA	($0)	($0)	($0)	($0)	
509401 - SERVICE CHARGES	$59,125	$130,000	$130,000	$70,875	45.5%
509601 - MISCELLANEOUS	$100	$5,000	$5,000	$4,900	2.0%
509602 - CASH OVER AND SHORT	$15	($0)	($0)	($15)	
509609 - RETURN CHECK FEES	$2,835	$5,000	$5,000	$2,165	56.7%
509611 - SCRAP METAL SALES	($0)	$3,500	$3,500	$3,500	0.0%
509612 - CITY SERVICES REIMBURSEMENT	$10,346	$26,000	$26,000	$15,654	39.8%
Grand Total	**$7,296,552**	**$18,222,700**	**$18,222,700**	**$10,926,148**	**40.0%**

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
002 - UTILITY FUND NON-ORG	$3,645,112	$7,290,223	$7,290,223	$3,645,111	50.0%
02311000 - UTILITIES ADMINISTRATION	$152,866	$384,747	$384,747	$231,881	39.7%
02312000 - WATER SERVICES	$1,683,566	$4,643,674	$4,643,924	$2,960,358	36.3%
02313000 - WASTEWATER SERVICES	$2,733,987	$5,796,452	$5,796,202	$3,062,215	47.2%
02411000 - UTILITIES ACCOUNTING	$514,902	$1,091,798	$1,191,648	$676,746	43.2%
Grand Total	**$8,730,432**	**$19,206,894**	**$19,306,743**	**$10,576,311**	**45.2%**

Attachment 1

CITY OF DUNCANVILLE

SANITATION FUND AT MARCH 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
43 - GARBAGE	**$1,739,249**	**$4,168,000**	**$4,168,000**	**$2,428,751**	**41.7%**
512101 - RESIDENTIAL GARBAGE	$1,482,484	$3,420,000	$3,420,000	$1,937,516	43.3%
512104 - LANDFILL COMMERCIAL	$121,572	$430,000	$430,000	$308,428	28.3%
512105 - COMMERCIAL COLLECT FRANCHISE	$92,233	$220,000	$220,000	$127,767	41.9%
512106 - COMMERCIAL GARBAGE	$42,959	$98,000	$98,000	$55,041	43.8%
55 - INTEREST	**$273**	**$6,000**	**$6,000**	**$5,727**	**4.6%**
505101 - INTEREST ON GOVT POOL INVEST	$273	$6,000	$6,000	$5,727	4.6%
505103 - CERT OF DEPOSIT INTEREST	($0)	($0)	($0)	($0)	
Grand Total	**$1,739,522**	**$4,174,000**	**$4,174,000**	**$2,434,478**	**41.7%**

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
019 - SANITATION NON-ORG	$171,149	$342,297	$342,297	$171,149	50.0%
19011000 - SANITATION ADMIN	$1,510,070	$3,796,084	$3,796,084	$2,286,014	39.8%
19012000 - LITTER CONTROL CREW	$97,978	$249,188	$249,188	$151,210	39.3%
Grand Total	**$1,779,197**	**$4,387,569**	**$4,387,569**	**$2,608,372**	**40.6%**

Attachment 1

CITY OF DUNCANVILLE

ECONOMIC DEVELOPMENT AT MARCH 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
51 - TAXES	**$878,378**	**$2,438,231**	**$2,438,231**	**$1,559,853**	**36.0%**
501203 - ECONOMIC DEVELOPMENT SALES TAX	$878,378	$2,438,231	$2,438,231	$1,559,853	36.0%
55 - INTEREST	**$359**	**$20,000**	**$20,000**	**$19,641**	**1.8%**
505101 - INTEREST ON GOVT POOL INVEST	$359	$20,000	$20,000	$19,641	1.8%
505103 - CERT OF DEPOSIT INTEREST	($0)	($0)	($0)	($0)	
Grand Total	**$878,737**	**$2,458,231**	**$2,458,231**	**$1,579,494**	**35.7%**

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
012 - ECONOMIC DEVELOP NON-ORG	$553,546	$630,042	$630,042	$76,496	87.9%
12011000 - ECONOMIC DEVELOPMENT ADMIN	$87,228	$335,478	$335,478	$248,250	26.0%
12011100 - KEEP DUNCANVILLE BEAUTIFUL	$1,086	$12,000	$12,000	$10,914	9.0%
12011600 - DEBT SERVICE EDC	$487,546	$488,346	$488,346	$800	99.8%
12011700 - SUSTAINABLE BEAUTIFICATION	$1,133	$15,000	$15,000	$13,867	7.6%
12011800 - BEAUTIFICATION	$16,949	$126,777	$126,777	$109,829	13.4%
12051000 - DESIGN INCENTIVES	$0	$190,000	$190,000	$190,000	0.0%
12051100 - FAÇADE INCENTIVES	$0	$60,000	$60,000	$60,000	0.0%
12051200 - GRANTS/REBATE INCENTIVES	$0	$0	$0	$0	
12052000 - EDC SPECIAL PROJECTS	$175,528	$0	$204,075	$28,547	86.0%
Grand Total	**$1,323,015**	**$1,857,644**	**$2,061,719**	**$738,704**	**64.2%**

Attachment 1

CITY OF DUNCANVILLE

FIELDHOUSE FUND AT MARCH 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
48 - SPORTS FACILITY	**$204,597**	**$616,000**	**$616,000**	**$411,403**	**33.2%**
520101 - SPONSORSHIP REVENUE	$27,903	$50,000	$50,000	$22,097	55.8%
520120 - FOOD SALES	$61,327	$157,000	$157,000	$95,673	39.1%
520130 - BEVERAGE SALES	$59,137	$80,000	$80,000	$20,863	73.9%
520140 - MERCHANDISE REVENUE	$145	$5,000	$5,000	$4,855	2.9%
520170 - OTHER SPORTS ACTIVITY REV	$37,510	$68,000	$68,000	$30,490	55.2%
520180 - CAMP/AFTERSCHOOL PROG REV	($0)	$226,000	$226,000	$226,000	0.0%
520190 - CLASS REVENUE	$18,575	$30,000	$30,000	$11,425	61.9%
59 - OTHER REVENUES	**$250,525**	**$469,390**	**$469,390**	**$218,865**	**53.4%**
509601 - MISCELLANEOUS	$56,371	$80,390	$80,390	$24,019	70.1%
509602 - CASH OVER AND SHORT	$133	($0)	($0)	($133)	
509606 - AUCTION PROCEEDS	($0)	($0)	($0)	($0)	
509615 - RENTAL	$8,571	$34,000	$34,000	$25,429	25.2%
509620 - RENTALS- BASKETBALL	$147,675	$325,000	$325,000	$177,325	45.4%
509621 - RENTALS- VOLLEYBALL	$37,774	$30,000	$30,000	($7,774)	125.9%
81 - OTHER FINANCE SOURCE	**$507,425**	**$537,800**	**$537,800**	**$30,375**	**94.4%**
801129 - TRANSF IN DCEDC	$507,425	$537,800	$537,800	$30,375	94.4%
Grand Total	**$962,547**	**$1,623,190**	**$1,623,190**	**$660,643**	**59.3%**

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
456 - FIELDHOUSE NON-ORG	$507,425	$538,300	$538,300	$30,875	94.3%
45601000 - FH ADMIN/OPS	$337,497	$924,580	$924,580	$587,083	36.5%
45602000 - FH CAFÉ/ FOOD COURT	$46,616	$131,740	$131,740	$85,124	35.4%
45602500 - FH GENERAL STORE	$314	$3,750	$3,750	$3,437	8.4%
45651100 - FIELDHOUSE CAMPS	$0	$83,500	$83,500	$83,500	0.0%
45651200 - FIELDHOUSE CLASSES	$0	$0	$0	$0	
45651300 - FIELDHOUSE OTHER ACTIVITIES	$1,510	$9,550	$9,550	$8,040	15.8%
Grand Total	**$893,361**	**$1,691,420**	**$1,691,420**	**$798,059**	**52.8%**

Attachment 1

CITY OF DUNCANVILLE

COMPREHENSIVE SELF-INSURANCE FUND AT MARCH 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
46 - PREMIUMS AND OTHER	**$233,814**	**$468,205**	**$468,205**	**$234,391**	**49.9%**
514107 - GENERAL FUND CONTRIBUTIONS	$189,956	$380,489	$380,489	$190,533	49.9%
514108 - UTILITY FUND CONTRIBUTIONS	$25,931	$51,861	$51,861	$25,930	50.0%
514109 - HOTEL TAX FUND CONTRIBUTIONS	$1,779	$3,557	$3,557	$1,778	50.0%
514110 - EDC FUND CONTRIBUTIONS	$5,814	$11,628	$11,628	$5,814	50.0%
514111 - SANITATION FUND CONTRIBUTIONS	$4,406	$8,812	$8,812	$4,406	50.0%
514112 - DRAINAGE FUND CONTRIBUTIONS	$2,372	$4,743	$4,743	$2,372	50.0%
514113 - FIELDHOUSE FUND CONTRIBUTIONS	$3,558	$7,115	$7,115	$3,557	50.0%
55 - INTEREST	**$218**	**$6,000**	**$6,000**	**$5,782**	**3.6%**
505101 - INTEREST ON GOVT POOL INVEST	$218	$6,000	$6,000	$5,782	3.6%
Grand Total	**$234,033**	**$474,205**	**$474,205**	**$240,172**	**49.4%**

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
008 - COMPREHENSIVE INSURANCE NONORG					
700446 - INSURANCE PREMIUMS TML	$324,500	$365,141	$365,141	$40,641	88.9%
700455 - WORKERS COMPENSATION CLAIMS	$42,792	$280,000	$280,000	$237,208	15.3%
700456 - LIABILITY CLAIMS	$11,127	$61,200	$61,200	$50,073	18.2%
Grand Total	**$378,420**	**$706,341**	**$706,341**	**$327,921**	**53.6%**

Attachment 1

CITY OF DUNCANVILLE

ONE-TIME PROJECTS AT MARCH 31, 2021

	DESCRIPTION	DEPT	PROJECT TO DATE ACTUAL	TOTAL PROJECT BUDGET	TOTAL REMAINING BUDGET	PROJECT FINANCIAL STATUS
1	FY18 ZONING ORDINANCE UPDATE	PW	147,339	150,000	2,661	
2	FY19 ROOF REPLACEMENT (See Note 2)	PARKS	759,225	759,225	-	COMPLETE
3	FY19 PUBLIC WORKS ERP SYSTEM	PW	195,816	226,000	30,184	
4	FY19 US 67 GATEWAY SIGNAGE	PW	24,000	500,000	476,000	
5	MAIN ST CORRIDOR STUDY	PW	143,277	150,000	6,723	
6	FY 20 SECURITY UPGRADES (CAMERAS)	GEN GOV	-	115,000	115,000	ON HOLD
7	FY 20 PYBURN PARK FITNESS EQUIPMENT	PARKS	44,462	50,000	5,538	COMPLETE
8	FY 20 BI LASERFICHE	PW	-	10,000	10,000	
9	FY 20 FUEL TANKS	PW	11,797	141,508	129,711	
10	FY 20 LED LIGHTING AMPHITHEATRE	PARKS	-	20,000	20,000	ON HOLD
11	FY20 & FY21 RESERVED FOR P-25 COMPLIANT RADIOS	POL/FIRE	-	1,188,003	1,188,003	
12	FIRE STATION PROJECT (See Note 2)	FIRE	-	878,025	878,025	
	TOTAL ONE TIME PROJECT BUDGET		**$1,325,916**	**$4,187,761**	**$2,861,845**	

Unallocated Budget - Savings/(Overages) from Completed Projects 88,651

Note 1: Completed projects are highlighted in yellow.

Note 2: Line 2 Roof Replacement (FY19) was originally budgeted for $1,637,250, but the actual cost came in under at $759,225. The excess budget of $878,025 has been moved to line 12 as additional funding for the Fire Station Project.

Attachment 2

CIP PROJECTS AS OF 03-31-2021

CIP PROJECTS	2020 ACTUAL	2021 ACTUAL	PROJECT TO DATE ACTUALS	PROJECT TO DATE BUDGET	STATUS
ALCI - ALLEY CIP					
PWAL00002 - FY19 MADRID ALLEY RECONSTRUCTION	$15,221.80	$84,537.89	$125,204.57	$354,415.00	IN CONSTRUCTION
PWAL00003 - FY 21 ALLEY@ E. CHERRY - E. CENTER		$0.00	$0.00	$53,181.25	
ALCI - ALLEY CIP Total	$15,221.80	$84,537.89	$125,204.57	$407,596.25	
BWCI - BAG WALL CIP					
PWDR00008 - FY19 BAGWALL - 614 KENSINGTON	($20,646.40)		$41,292.40	$82,584.80	COMPLETE
PWDR00010 - 370 MEADOWCREEK BAGWALL	$11,449.75	$1,300.75	$12,750.50	$179,696.26	
PWDR00012 - FY 21 BAGWALL - 606 LAZY RIVER		$0.00	$0.00	$65,000.00	
BWCI - BAG WALL CIP Total	($9,196.65)	$1,300.75	$54,042.90	$327,281.06	
DRCI - DRAINAGE CIP					
PWDR00002 - FY18 LONGWORTH BLVD DRAINAGE IMPROV	$7,277.60	$112.00	$37,511.60	$54,165.00	
PWDR00003 - FY18 WILLOW RUN PARK DRAINAGE IMPRV	$10,584.00	$8,842.50	$49,150.00	$59,150.00	CONSTRUCTION TO START 05/01/21
PWDR00004 - FY18 LAKESIDE PARK DRAINAGE IMPROV	$4,230.40	$0.00	$32,570.50	$45,190.00	
PWDR00005 - FY18 FERGUSON DRAIN/EROSION/PAVING	$379,658.99	$24,151.21	$413,810.20	$444,658.74	COMPLETE
PWDR00007 - FY19 MADRID ALLEY RECONSTRUCTION	$11,653.83	$900.00	$13,829.20	$42,929.20	IN CONSTRUCTION
PWDR00009 - FY19 MEADOWCREEK 370 DRAINAGE IMPRV	$36,030.75	$1,133.77	$41,664.52	$332,141.00	
PWDR00011 - E. CHERRY TO E. CENTER DRAINAGE		$0.00	$0.00	$5,000.00	
DRCI - DRAINAGE CIP Total	$449,435.57	$35,139.48	$588,536.02	$983,233.94	
LSCI - LANDSCAPE CIP					
PWST00002 - US67 LANDSCAPE MASTER PLAN	$35,450.00	$12,195.00	$162,303.63	$167,886.37	COMPLETE
LSCI - LANDSCAPE CIP Total	$35,450.00	$12,195.00	$162,303.63	$167,886.37	
PBCI - PIPE BURSTING CIP					
PWWW00002 - FY18 PIPEBURSTING PROGRAM	$94,732.13		$1,894,642.54	$1,894,642.54	COMPLETE
PWWW00013 - FY20 PIPEBURSTING	$820,329.27	$259,262.36	$1,079,591.63	$1,162,258.75	
PWWW00017 - FY 21 PIPEBURSTING		$173,114.84	$173,114.84	$996,483.00	
PBCI - PIPE BURSTING CIP Total	$915,061.40	$432,377.20	$3,147,349.01	$4,053,384.29	
SDCI - STUDY CIP					
PWWR00005 - FY18 WATER MASTER PLAN	$549.00		$64,800.00	$64,800.00	COMPLETE
PWWW00003 - FY18 WASTEWATER MASTER PLAN	$2,745.00		$78,400.00	$78,400.00	COMPLETE
SDCI - STUDY CIP Total	$3,294.00		$143,200.00	$143,200.00	

Attachment 2

CIP PROJECTS AS OF 03-31-2021

CIP PROJECTS	2020 ACTUAL	2021 ACTUAL	PROJECT TO DATE ACTUALS	PROJECT TO DATE BUDGET	STATUS
SKCI - SIDEWALK CIP					
PWST00005 - FY19 SIDEWALK PROGRAM	$172,211.00	$300.00	$172,511.00	$348,925.00	COMPLETE
PWST00012 - FY21 SIDEWALK - E.DAVIS / MAIN ST		$0.00	$0.00	$198,500.00	
PWST00013 - FY21 SIDEWALK @ ORIOLE - CAMP WISDM		$0.00	$0.00	$11,500.00	
SKCI - SIDEWALK CIP Total	$172,211.00	$300.00	$172,511.00	$558,925.00	
STCI - STREET CIP					
PWST00006 - FY19 DANIELDALE BIKE FACILITY STUDY	$21,700.93		$49,189.91	$51,600.00	COMPLETE
PWST00007 - WINTERGREEN - DALLAS COUNTY PARTNER	$60,666.00	$0.00	$60,666.00	$61,000.00	
PWST00008 - STREET IMPROVEMENT @ E.CARR		$0.00	$0.00	$150,000.00	
PWST00009 - STREETS - SWAN RIDGE & BEAVER CREEK		$0.00	$0.00	$96,685.00	
STCI - STREET CIP Total	$82,366.93	$0.00	$109,855.91	$359,285.00	
WRCI - WATER LINE CIP					
PWWR00001 - FY18 CENTER ST & CENTER RIDGE APTS	$1,669,570.49	$0.00	$1,814,867.59	$1,834,077.00	COMPLETE
PWWR00003 - FY18 IRWIN KEASLER WATER MAIN IMPRV	$747,974.93	$0.00	$862,801.74	$930,588.00	COMPLETE
PWWR00004 - FY18 GREENBRIAR ESTATES IMPROVEMENT	$371,990.04	$0.00	$487,517.49	$1,323,663.35	PHASE 1 COMPLETE PHASE 2 IN CONSTRUCTION
PWWR00006 - FY18 FOREST HILLS-S ALEXANDER WTR	$374,614.18	$0.00	$404,839.18	$409,251.74	COMPLETE
PWWR00007 - FY19 LINK DR WATER IMPROVEMENTS	$327,223.59	$0.00	$363,666.44	$392,920.57	COMPLETE
PWWR00008 - FY19 LAKESIDE DR WATER IMPROVEMENTS	$275,489.36	$0.00	$288,989.36	$310,255.00	COMPLETE
PWWR00009 - FY19 COCKRELL HILL WATER IMPROVE	$42,659.69	$0.00	$42,659.69	$614,233.84	
PWWR00011 - FY19 DANIELDALE MAIN TO 67	$99,261.80	$9,002.73	$130,094.66	$3,054,594.18	PRE-CONSTRUCTION
PWWR00015 - WATER - E. CARR - N. MAIN TO ORIOLE		$0.00	$0.00	$97,000.00	
PWWR00016 - WATER IMRPOV @ SWAN RIDGE		$0.00	$0.00	$66,595.00	
PWWR00019 - WATER @ WREN AVE - EMERGENCY		$0.00	$0.00	$370,035.00	
PWWR00020 - LAKESIDE PARK WATER LINE		$0.00	$0.00	$27,160.00	
PWWR00021 - CEDAR RIDGE RD. WATER LINE REPLAC		$0.00	$0.00	$106,317.29	
PWWR00022 - WATER @ REDBIRD LANE - HILL CITY/PK		$0.00	$0.00	$16,513.00	
WRCI - WATER LINE CIP Total	$3,908,784.08	$9,002.73	$4,395,436.15	$9,553,203.97	

Attachment 2

CIP PROJECTS AS OF 03-31-2021

CIP PROJECTS	2020 ACTUAL	2021 ACTUAL	PROJECT TO DATE ACTUALS	PROJECT TO DATE BUDGET	STATUS
WTCI - WATER TANK CIP					
PWWR00002 - DANIELDALE PUMP STA REHABILITATION	$107,877.75	$0.00	$213,431.40	$1,451,270.06	
PWWR00012 - EMERGENCY GENERATOR @ SUMMIT	$0.00	$0.00	$0.00	$276,038.00	
PWWR00018 - FY21 REBUILD CHLORINE ROOM		$19,488.15	$19,488.15	$248,624.00	PRE-CONSTRUCTION
PWWT00003 - N. MAIN WATER TANK LED LIGHTING	$13,873.66		$13,873.66	$15,000.00	
PWWT00004 - CLARK TOWER SECURITY CAMERAS		$0.00	$0.00	$56,670.00	
WTCI - WATER TANK CIP Total	$121,751.41	$19,488.15	$246,793.21	$2,047,602.06	
WWCI - WASTEWATER CIP					
PWWW00001 - FY18 CENTER ST & CENTER RIDGE APTS	$292,980.00	$0.00	$354,924.90	$550,891.00	
PWWW00004 - FY18 FOREST HILLS S ALEXANDER WASTE	$272,161.28	$0.00	$302,386.28	$374,702.64	
PWWW00005 - FY18 GREENBRIAR WASTEWATER IMPROVE	$168,051.30	$0.00	$242,854.30	$645,877.34	COMPLETE
PWWW00006 - FY19 COCKRELL HILL WASTEWATER IMPRO	$42,659.70	$0.00	$42,659.70	$614,233.84	COMPLETE
PWWW00008 - FY19 DANIELDALE MAIN-67	$60,266.04	$5,465.94	$78,985.96	$1,153,371.17	PHASE 1 COMPLETE PHASE 2 IN CONSTRUCTION
PWWW00014 - WASTEWATER - E. CARR - MAIN ORIOLE		$0.00	$0.00	$97,000.00	
PWWW00015 - WASTEWATER @ SWAN RIDGE		$0.00	$0.00	$35,575.00	PRE-CONSTRUCTION
PWWW00018 - CEDAR RIDGE RD. WASTEWATER REPLACE		$0.00	$0.00	$50,749.97	
WWCI - WASTEWATER CIP Total	$836,118.32	$5,465.94	$1,021,811.14	$3,522,400.96	

Attachment 2

BOND PROJECTS AS OF 03-31-2021

BOND PROJECTS	2020 ACTUAL	2021 ACTUAL	PROJECT TO DATE ACTUALS	PROJECTED BUDGET	STATUS
PROPOSITION A - PARK BOND PROJECTS			**($6,600,000.00)**		
PKBD00001 - CITYWIDE TRAILS IMPLEMENTATION					
PKBD00001 -BOND FUNDS- -			($1,500,000.00)		
PKBD00001 -CONSTRUCT -PHASE1 -		$21,930.00	$21,930.00	$300,000.00	
PKBD00001 -CONSTRUCT -PHASE2 -			$0.00	$600,000.00	
PKBD00001 -CONSTRUCT -PHASE3 -			$0.00	$600,000.00	
PKBD00001 - CITYWIDE TRAILS IMPLEMENTATION Total	**$0.00**	**$21,930.00**	**($1,478,070.00)**	**$1,500,000.00**	
PKBD00002 - ROTARY PARKING LOT					
PKBD00002 -BOND FUNDS- -			($50,000.00)		
PKBD00002 -CONSTRUCT - -			$17,405.46	$50,000.00	
PKBD00002 - ROTARY PARKING LOT Total	**$0.00**	**$0.00**	**($32,594.54)**	**$50,000.00**	**COMPLETE**
PKBD00003 - LAKESIDE PARK PAVILION					
PKBD00003 -BOND FUNDS- -			($400,000.00)		
PKBD00003 -CONSTRUCT - -	$335,500.36	$57,430.21	$392,930.57	$400,000.00	
PKBD00003 - LAKESIDE PARK PAVILION Total	**$335,500.36**	**$57,430.21**	**($7,069.43)**	**$400,000.00**	**COMPLETE**
PKBD00004 - HARRINGTON PARK PAVILION					
PKBD00004 -BOND FUNDS- -			($400,000.00)		
PKBD00004 -CONSTRUCT - -			$0.00	$400,000.00	
PKBD00004 - HARRINGTON PARK PAVILION Total	**$0.00**	**$0.00**	**($400,000.00)**	**$400,000.00**	
PKBD00005 - ARMSTRONG KIDSVILLE AND SPLASHPAD					
PKBD00005 -BOND FUNDS- -			($2,250,000.00)		
PKBD00005 -GRANT FUNDS- -			($750,000.00)		
PKBD00005 -CONSTRUCT - -	$2,325.00	$0.00	$2,325.00	$2,025,000.00	
PKBD00005 -DESIGN - -	$162,772.74	$12,375.00	$219,697.74	$225,000.00	
PKBD00005 - ARMSTRONG KIDSVILLE AND SPLASHPAD Total	**$165,097.74**	**$12,375.00**	**($2,777,977.26)**	**$2,250,000.00**	
PKBD00006 - HARRINGTON IMPROVEMENTS					
PKBD00006 -BOND FUNDS- -			($2,000,000.00)		
PKBD00006 -CONSTRUCT - -			$0.00	$1,800,000.00	
PKBD00006 -DESIGN - -	$23,235.65	$40,000.00	$63,235.65	$320,000.00	
PKBD00006 - HARRINGTON IMPROVEMENTS Total	**$23,235.65**	**$40,000.00**	**($1,936,764.35)**	**$2,120,000.00**	

NOTE: The negative amounts are revenues/funding sources. Projects without funding sources listed here are funded through internal funding sources such as Utility CIP funds.

Attachment 2

BOND PROJECTS AS OF 03-31-2021

BOND PROJECTS	2020 ACTUAL	2021 ACTUAL	PROJECT TO DATE ACTUALS	PROJECTED BUDGET	STATUS
PROPOSITION B - STREET BOND PROJECTS		*	**($5,100,000.00)**		
DANIELDALE RD (S MAIN - US 67) BOND					
PWBD00001 -BOND FUNDS- -			($3,100,000.00)		
PWBD00001 -CONSTRUCT - -			$0.00	$2,793,787.81	
PWBD00001 -DESIGN - -	$194,978.47	$17,683.94	$255,542.99	$258,087.38	
PWBD00001 -TESTING - -			$0.00	$27,361.66	
PWBD00001 - DANIELDALE RD (S MAIN - US 67) BOND Total	**$194,978.47**	**$17,683.94**	**($2,844,457.01)**	**$3,079,236.85**	
DANIELDALE RD (S MAIN - US 67) WATER - INTERNAL CIP FUNDING					PRE-CONSTRUCTION
PWWR00011 -CONSTRUCT - -			$0.00	$2,890,328.21	
PWWR00011 -DESIGN - -	$99,261.80	$9,002.73	$130,094.66	$136,059.98	
PWWR00011 -TESTING - -			$0.00	$28,205.99	
DANIELDALE RD (S MAIN - US 67) WATER TOTAL	**$99,261.80**	**$9,002.73**	**$130,094.66**	**$3,054,594.18**	
DANIELDALE RD (S MAIN - US 67) WASTEWATER - INTERNAL CIP FUNDING					PRE-CONSTRUCTION
PWWW00008 -CONSTRUCT - -			$0.00	$1,054,876.19	
PWWW00008 -DESIGN - -	$60,266.04	$5,465.94	$78,985.96	$88,062.63	
PWWW00008 -TESTING - -			$0.00	$10,432.35	
DANIELDALE RD (S MAIN - US 67) WASTEWATER TOTAL	**$60,266.04**	**$5,465.94**	**$78,985.96**	**$1,153,371.17**	
DANIELDALE RD (S MAIN - US 67) PROJECT TOTAL	**$354,506.31**	**$32,152.61**	**($2,635,376.39)**	**$7,287,202.20**	
CEDAR RIDGE B-STONE/WHEATLAND BOND					
PWBD00003 -BOND FUNDS- -			($2,000,000.00)		
PWBD00003 -CONSTRUCT			$0.00	$1,800,000.00	
PWBD00003 -DESIGN			$0.00	$200,000.00	
CEDAR RIDGE B-STONE/WHEATLAND BOND Total			**($2,000,000.00)**	**$2,000,000.00**	
WATER/WASTEWATER IMPROVEMENTS - CEDAR RIDGE (FY 2024-2025) - INTERNAL CIP FUNDING					
PWWR00021 -CONSTRUCT - -			$0.00	$850,000.00	
PWWR00021 -DESIGN - -			$0.00	$106,317.29	
PWWW00018 -CONSTRUCT - -			$0.00	$850,000.00	
PWWW00018 -DESIGN - -			$0.00	$50,749.97	
WATER/WASTEWATER IMPROVEMENTS - CEDAR RIDGE TOTAL			**$0.00**	**$1,857,067.26**	
CEDAR RIDGE PROJECT TOTAL			**($2,000,000.00)**	**$3,857,067.26**	

***** NOTE: The use of $1,500,000 remaining street bond funds will be re-evaluated after Cedar Ridge project is complete.

NOTE: The negative amounts are revenues/funding sources. Projects without funding sources listed here are funded through internal funding sources such as Utility CIP funds.

Attachment 2

BOND PROJECTS AS OF 03-31-2021

BOND PROJECTS	2020 ACTUAL	2021 ACTUAL	PROJECT TO DATE ACTUALS	PROJECTED BUDGET	STATUS
PROPOSITION C- FIRE STATION BOND			**($6,000,000.00)**		
PWBD00005 -BOND FUNDS- -			($6,000,000.00)		
PWBD00005 -DESIGN - -	$97,970.00	$6,256.25	$104,226.25	$563,400.00	
PWBD00005 -CONSTRUCT - -		0	$0.00	$5,800,000.00	
PWBD00005 -LAND - -	$212,836.58	$8,450.00	$244,786.58	$600,000.00	
PWBD00005 - FIRE STATION BOND Total	**$310,806.58**	**$14,706.25**	**($5,650,987.17)**	**$6,963,400.00**	
PROPOSITION D - SERVICE CENTER RENOVATION BOND			**($2,400,000.00)**		
PWBD00004 -BOND FUNDS- -			($2,400,000.00)		
PWBD00004 -DESIGN - -	$115,200.00	$7,600.00	$187,600.00	$206,400.00	
PWBD00004 -ROW - -		$0.00	$0.00	$9,200.00	
PWBD00004 -CONSTRUCT - -		$0.00	$0.00	$2,193,600.00	
PWBD00004 - SERVICE CENTER RENOVATION BOND Total	**$115,200.00**	**$0.00**	**($4,612,400.00)**	**$2,409,200.00**	
PWOT20FUEL - FY20 FUEL TANK @ SERVICE CTR					
PWOT20FUEL-CITY FUNDING			($175,000.00)		
FUEL TANK OTP PROJ (Other funds expenses)	$2,602.82	$0.00	$2,602.82	$33,492.00	
FUEL TANK OTP PROJ (General Fund 1x Project Expenses)	$11,797.18	$0.00	$11,797.18	$141,508.00	
PWOT20FUEL - FY20 FUEL TANK @ SERVICE CTR Total	**$14,400.00**	**$0.00**	**($160,600.00)**	**$175,000.00**	
SERVICE CENTER RENOVATION PROJECT TOTAL	**$129,600.00**	**$0.00**	**($4,773,000.00)**	**$2,584,200.00**	

NOTE: The negative amounts are revenues/funding sources. Projects without funding sources listed here are funded through internal funding sources such as Utility CIP funds.

STAFF REPORT

MEETING: City Council - 04 May 2021

TITLE:
Receive the Fiscal Year 2021 Second Quarter Investment Report as of March, 2021.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Richard Summerlin, CPA, CGFO
Finance Director

BACKGROUND/HISTORY:
PFIA (Public Funds Investment Act) recommends quarterly investment reports to be provided to the governing body. This report will cover Fiscal Year 2021 second quarter investment activity and interest earnings. The City of Duncanville Investment Report will cover beginning and ending investment balances and summarize investment activity from December 31, 2020 through March 31, 2021. All investments must comply with PFIA requirements and guidelines.

POLICY EXPLANATION:
The beginning investment balance at December 31, 2020 was $67,508,967 with an ending balance at March 31, 2021 of $72,933,831. The portfolio increased $5,424,864 overall as the bulk of our annual property tax payments were received during January and February. Interest rates continued to decline during the quarter as the economy struggles under the weight of the pandemic. The LOGIC government investment pool declined from 15.4 basis points to 9.8 basis points during the period. As a reminder 100 basis points equates to 1%. Due to longer term investments in CD's prior to the interest rate decline, the average rate earned by the City is significantly higher than the LOGIC pool rates as demonstrated on page 3 of the attached report. The City average rate of return declined from 70.7 basis points to 44.5 basis points during the period.

All CD's and Money Market investments are fully secured at 102% of principal by pledged collateral, Letters of Credit held by the Federal Home Loan Bank, and FDIC insurance currently at $250,000 per institution. Overall, Duncanville's investment interest earnings totaled $ 79,223 for the quarter ended March 31, 2021.

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
There is no City Council action required.

ATTACHMENTS:
Investment Report 2nd QTR 2021

INVESTMENT PORTFOLIO SUMMARY

City Of Duncanville, Texas

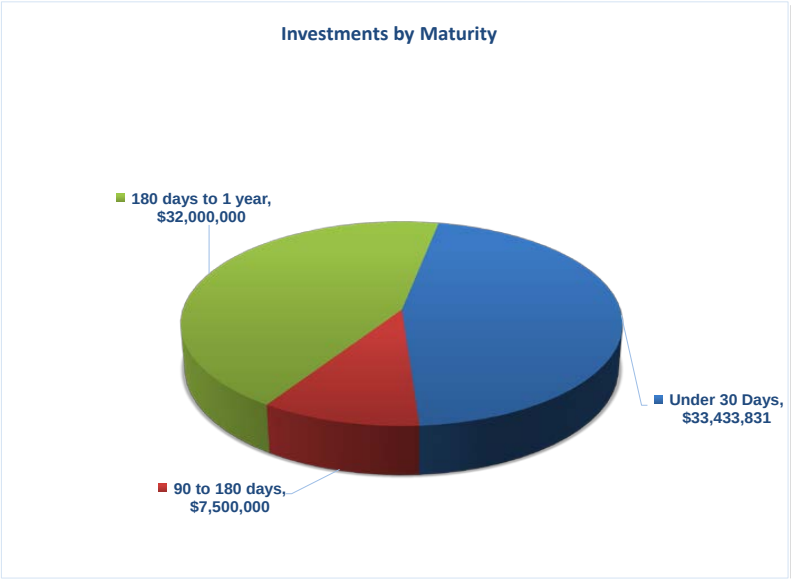
For The Quarter Ended
March 31, 2021

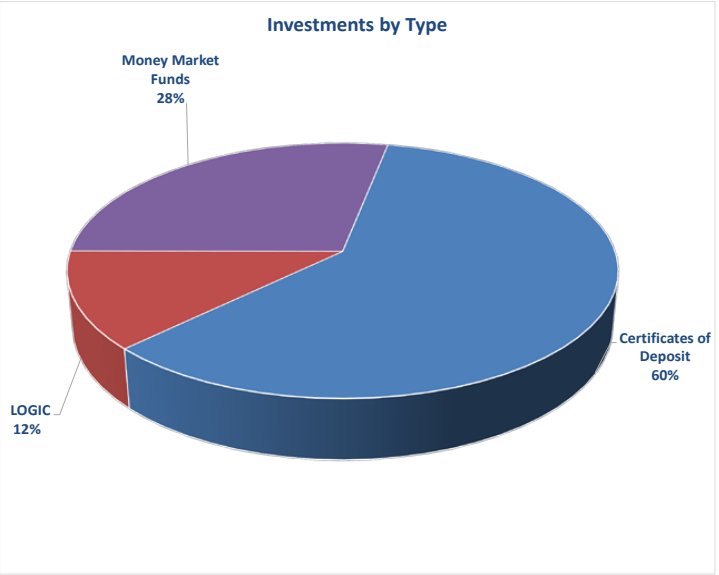
City Of Duncanville

Executive Summary
Investment Portfolio
For the Quarter Ended
March 31, 2021

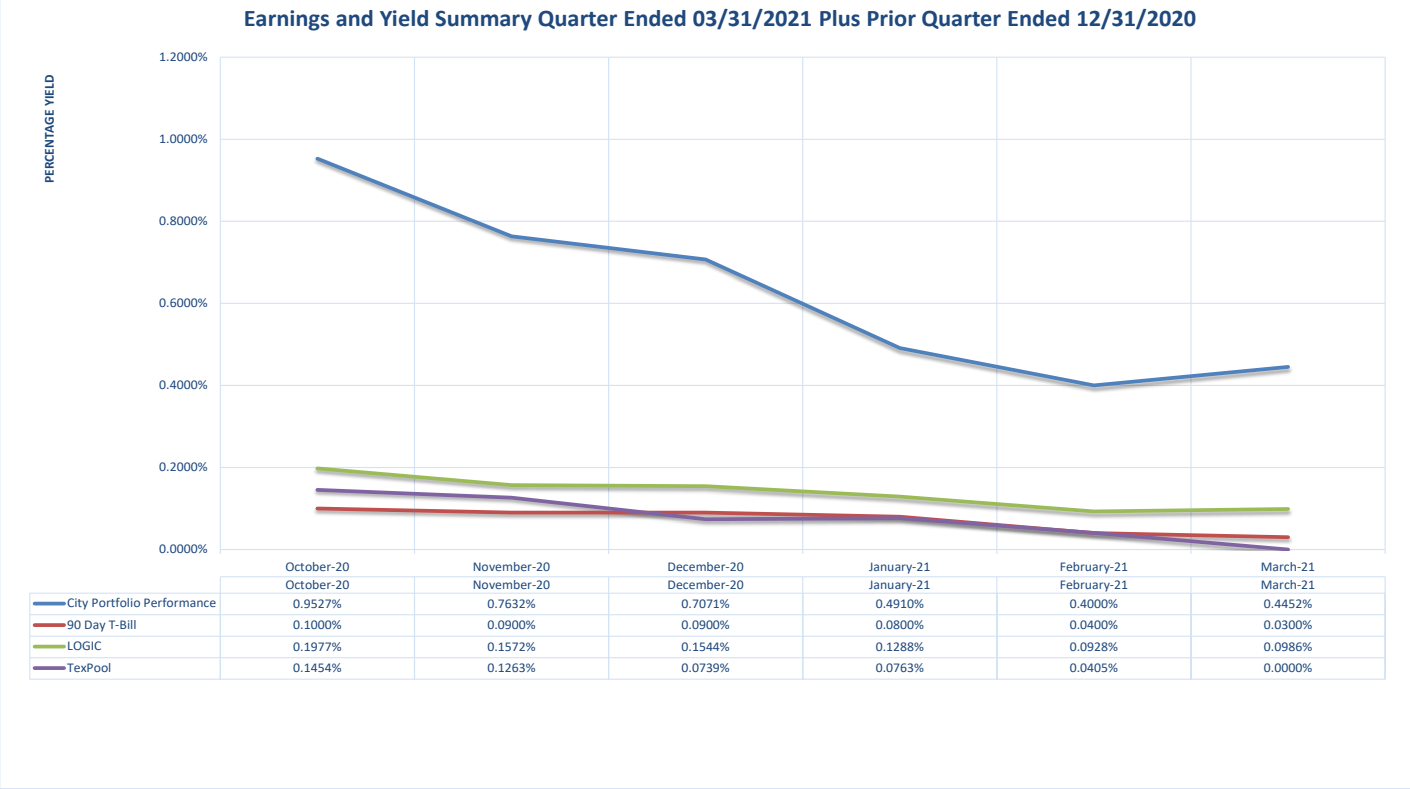
Account Summary

	Book Value		Market Value
Investments at 12/31/2020	$ 67,508,967		$ 67,508,967
Investment Purchases	21,424,864		21,424,864
Investment Maturities	16,000,000		16,000,000
Investments at 03/31/2021	$ 72,933,831		$ 72,933,831





City of Duncanville Benchmark Comparison
Yield Summary For The Quarter Ended
March 31, 2021



	October-20	November-20	December-20	January-21	February-21	March-21
	October-20	November-20	December-20	January-21	February-21	March-21
City Portfolio Performance	0.9527%	0.7632%	0.7071%	0.4910%	0.4000%	0.4452%
90 Day T-Bill	0.1000%	0.0900%	0.0900%	0.0800%	0.0400%	0.0300%
LOGIC	0.1977%	0.1572%	0.1544%	0.1288%	0.0928%	0.0986%
TexPool	0.1454%	0.1263%	0.0739%	0.0763%	0.0405%	0.0000%

City of Duncanville

Investment Portfolio Summary

For Quarter Ending
March 31, 2021

Purchase Date	Maturity Date	CD Number	Security Type	Par Value	Coupon	Purchase Price	Purchase Yield	Purchase Principal	Book Value	Gain / (loss)	Current D - T - M
31-Mar-21	31-Mar-21	Open	LOGIC	$ 9,015,447.88	0.11%	100.00	0.11%	$ 9,015,447.88	$ 9,015,447.88		0
31-Mar-21	31-Mar-21	Open	Prosperity Bank MM	2,002,280.53	0.16%	100.00	0.16%	2,002,280.53	2,002,280.53		0
31-Mar-21	31-Mar-21	Open	NEX Bank MM	18,411,067.10	0.44%	100.00	0.44%	18,411,067.10	18,411,067.10		0
31-Mar-21	31-Mar-21	Open	TEXPOOL	5,035.52	0.04%	100.00	0.04%	5,035.52	5,035.52		0
02-Apr-20	02-Apr-21	10004	Prosperity Bank CD	4,000,000.00	0.90%	100.00	0.90%	4,000,000.00	4,000,000.00		2
10-Sep-20	10-Sep-21	000029	Prosperity Bank CD	6,500,000.00	0.40%	100.00	0.40%	6,500,000.00	6,500,000.00		163
20-Mar-19	20-Sep-21	8596	Prosperity Bank CD	1,000,000.00	2.80%	100.00	2.80%	1,000,000.00	1,000,000.00		173
30-Dec-20	30-Sep-21	000065	Prosperity Bank CD	3,000,000.00	0.25%	100.00	0.25%	3,000,000.00	3,000,000.00		183
22-Oct-20	22-Oct-21	000048	Prosperity Bank CD	7,000,000.00	0.30%	100.00	0.30%	7,000,000.00	7,000,000.00		205
19-Nov-20	19-Nov-21	000055	Prosperity Bank CD	6,000,000.00	0.30%	100.00	0.30%	6,000,000.00	6,000,000.00		233
23-Sep-20	23-Nov-21	000036	Prosperity Bank CD	3,000,000.00	0.40%	100.00	0.40%	3,000,000.00	3,000,000.00		237
02-Feb-21	01-Feb-22	9682220	American National CD	6,000,000.00	0.25%	100.00	0.25%	6,000,000.00	6,000,000.00		307
26-Mar-21	28-Mar-22	000095	Prosperity Bank CD	7,000,000.00	0.20%	100.00	0.20%	7,000,000.00	7,000,000.00		362
TOTALS				$ 72,933,831.03				$ 72,933,831.03	$ 72,933,831.03		

Distribution by Maturity

	Par Value	Percent
Under 30 Days	$ 33,433,831	45.84%
30 to 90 Days		0.00%
90 to 180 days	$ 7,500,000	10.28%
180 days to 1 year	$ 32,000,000	43.88%
1 to 2 years		0.00%
Totals	$ 72,933,831	100.00%

Distribution by Investment Type

	Percent	Book Value
U. S. Treasury Bills / Notes /	0.00%	
U. S. Agencies & Instrument	0.00%	
Certificates of Deposit	59.64%	$ 43,500,000
LOGIC	12.36%	$ 9,015,448
TEXPOOL	0.01%	$ 5,036
Money Market Funds	27.99%	$ 20,413,348
Repurchase Agreements	0.00%	
Totals	100.00%	$ 72,933,831

MM Money Market Account
CD Certificates of Deposit
UST NOTES U. S. Treasury Notes
UST BILL U. S. Treasury Bills

City of Duncanville
Investment Transaction Detail Report
For Quarter Ending
March 31, 2021

Investment Purchase Transaction Information

	Fund No.	Transactions						Total
Date Purchase								
Date Maturity								
CUSIP Number		Open	Nexbank	Open	Prosperity	American	Prosperity	
Security Type		LOGIC	Money Market	Texpool	Money Market	CD #9682220	CD #000095	
Par Value		$ 8,403,672.07	$ 20,414.52	$ 0.49	$ 777.38	$ 6,000,000.00	$ 7,000,000.00	$ 21,424,864.46
Book Value		8,403,672.07	20,414.52	0.49	777.38	6,000,000.00	7,000,000.00	21,424,864.46
Market Value		8,403,672.07	20,414.52	0.49	777.38	6,000,000.00	7,000,000.00	21,424,864.46
General	001	5,101,974.52	7,064.75	0.49	583.04	6,000,000.00	7,000,000.00	18,109,622.80
Utility	002	2,200,703.88	4,114.28		194.34			2,205,012.50
Debt Services	005	200,121.31						200,121.31
Employee Benefit	007							-
Comp. Self Ins.	008	200,116.97						200,116.97
Hotel/Motel Tax	010	31.37						31.37
Economic Development	012	100,151.20						100,151.20
Grant Fund	013							-
Drainage Fees	015	30.05						30.05
Capital Replacement	016	200,108.40	585.63					200,694.03
Utility Capital Improvement	017	37.48						37.48
Court Technology	235	200,086.42						200,086.42
Solid Waste	019	101.45						101.45
Street	020							-
Parks	024							-
Capital Improvement	025							-
Capital Projects Construction	026	0.11	8,649.86					8,649.97
Traffic Enforcement Program	031							-
Court Security	225	200,154.93						200,154.93
Juvenile Case Manager	230	53.98						53.98

Investment Maturities Transaction Information

	Fund No.	Transactions			Total
Date Purchase					
Date Maturity					
CUSIP Number		Open	Prosperity	Southside	
Security Type		LOGIC	CD #8595	CD #15833	
Par Value		$ 11,000,000.00	$ 2,000,000.00	$ 3,000,000.00	$ 16,000,000.00
Book Value		11,000,000.00	2,000,000.00	3,000,000.00	16,000,000.00
Market Value		11,000,000.00	2,000,000.00	3,000,000.00	16,000,000.00
General	001	8,000,000.00		2,000,000.00	10,000,000.00
Utility	002	3,000,000.00		1,000,000.00	4,000,000.00
Debt Services	005				-
Employee Benefit	007				-
Comp. Self Ins.	008				-
Hotel/Motel Tax	010				-
Economic Development	012				-
Grant Fund	013				-
Drainage Fees	015				-
Capital Replacement	016				-
Utility Capital Improvement	017				-
Court Technology	235				-
Solid Waste	019				-
Street	020				-
Parks	024				-
Capital Improvement	025				-
Capital Projects Construction	026		2,000,000.00		2,000,000.00
Traffic Enforcement Program	031				-
Court Security	225				-
Juvenile Case Manager	230				-

City of Duncanville
Schedule of Market Value of Investments
By Maturity Dates and Fund
For Quarter Ending
March 31, 2021

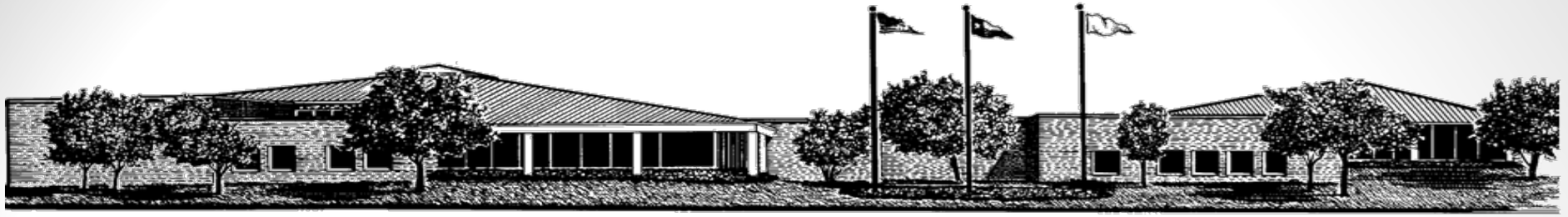
	Fund No.								
Date Purchase						22-Oct-20	19-Nov-20	30-Dec-20	20-Mar-19
Date Maturity						22-Oct-21	19-Nov-21	30-Sep-21	19-Mar-21
CUSIP Number		Open	Open	Open	Open	CD #000048	CD #000055	CD #000065	CD #8595
Security Type		LOGIC	TexPool	Nexbank MM	Prosperity MM	Prosperity Bank	Prosperity Bank	Prosperity Bank	Prosperity Bank
Par Value		$ 9,015,447.88	$ 5,035.52	$ 18,411,067.10	$ 2,002,280.53	$ 7,000,000.00	$ 6,000,000.00	$ 3,000,000.00	
Beginning Book Value		11,611,775.81	5,035.03	18,390,652.58	2,001,503.15	7,000,000.00	6,000,000.00	3,000,000.00	2,000,000.00
Beginning Market Value		11,611,775.81	5,035.03	18,390,652.58	2,001,503.15	7,000,000.00	6,000,000.00	3,000,000.00	2,000,000.00
Ending Book Value		9,015,447.88	5,035.52	18,411,067.10	2,002,280.53	7,000,000.00	6,000,000.00	3,000,000.00	
Ending Market Value		9,015,447.88	5,035.52	18,411,067.10	2,002,280.53	7,000,000.00	6,000,000.00	3,000,000.00	
General	001	4,238,999.05	5,035.52	6,371,702.41	1,501,710.40	7,000,000.00	6,000,000.00		
Utility	002	1,291,722.87		3,710,680.87	500,570.13				
Debt Services	005	425,417.74							
Comp. Self Ins.	008	410,210.90							
Hotel/Motel Tax	010	110,018.38							
Economic Development	012	530,223.25							
Drainage Fees	015	105,373.40							
Capital Replacement	016	380,107.27		528,182.14					
Utility Capital Improvement	017	131,456.23							
Court Technology	235	303,095.15							
Solid Waste	019	355,764.10							
Capital Projects Construction	026	415.78		7,800,501.68				3,000,000.00	
Court Security	225	543,321.49							
Juvenile Case Manager	230	189,322.27							

	Fund No.								Total
Date Purchase		20-Mar-19	02-Apr-20	10-Sep-20	23-Sep-20	26-Mar-21	15-Jan-20	02-Feb-21	
Date Maturity		20-Sep-21	02-Apr-21	10-Sep-21	23-Nov-21	28-Mar-22	15-Jan-21	01-Feb-22	
CUSIP Number		CD #8596	CD #10004	CD #000029	CD #000036	CD #000095	CD #15833	CD #9682220	
Security Type		Prosperity Bank	Prosperity Bank	Prosperity Bank	Prosperity Bank	Prosperity Bank	Southside	American	
Par Value		$ 1,000,000.00	$ 4,000,000.00	$ 6,500,000.00	$ 3,000,000.00	$ 7,000,000.00		$ 6,000,000.00	$ 72,933,831.03
Beginning Book Value		1,000,000.00	4,000,000.00	6,500,000.00	3,000,000.00		3,000,000.00		$ 67,508,966.57
Beginning Market Value		1,000,000.00	4,000,000.00	6,500,000.00	3,000,000.00		3,000,000.00		$ 67,508,966.57
Ending Book Value		1,000,000.00	4,000,000.00	6,500,000.00	3,000,000.00	7,000,000.00		6,000,000.00	$ 72,933,831.03
Ending Market Value		1,000,000.00	4,000,000.00	6,500,000.00	3,000,000.00	7,000,000.00		6,000,000.00	$ 72,933,831.03
General	001			6,500,000.00	1,500,000.00	7,000,000.00		6,000,000.00	$ 46,117,447.38
Utility	002				1,500,000.00				$ 7,002,973.87
Debt Services	005								$ 425,417.74
Comp. Self Ins.	008								$ 410,210.90
Hotel/Motel Tax	010								$ 110,018.38
Economic Development	012								$ 530,223.25
Drainage Fees	015								$ 105,373.40
Capital Replacement	016								$ 908,289.41
Utility Capital Improvement	017								$ 131,456.23
Court Technology	235								$ 303,095.15
Solid Waste	019								$ 355,764.10
Capital Projects Construction	026	1,000,000.00	4,000,000.00						$ 15,800,917.46
Court Security	225								$ 543,321.49
Juvenile Case Manager	230								$ 189,322.27

City of Duncanville
Investment Interest Revenue Report
For Quarter Ending
March 31, 2021

Security Type	General 001	Utility 002	Debt Service 005	Comp. Self - Ins. 008	Hotel / Motel Tax 010	Economic Development 012	Drainage Fees 015	Capital Replacement 016
Pooled Investments								
Logic	$ 1,974.52	$ 703.88	$ 121.31	$ 116.97	$ 31.37	$ 151.20	$ 30.05	$ 108.40
Texpool	0.49							
NEX Bank Money Market	7,064.75	4,114.28						585.63
Prosperity Money Market	583.04	194.34						
Prosperity Bank CD #8595								
Prosperity Bank CD #8596								
Prosperity Bank CD #10004								
Prosperity Bank CD #000029	$ 6,410.96							
Prosperity Bank CD #000036	$ 1,479.46	$ 1,479.46						
Prosperity Bank CD #000048	$ 5,178.08							
Prosperity Bank CD #000055	$ 4,438.36							
Prosperity Bank CD #000065								
Prosperity Bank CD #000095	$ 230.14							
Southside CD #15833	$ 1,238.68	$ 610.10						
American Bank CD #9682220	2,383.56							
Total	**$ 30,982.04**	**$ 7,102.06**	**$ 121.31**	**$ 116.97**	**$ 31.37**	**$ 151.20**	**$ 30.05**	**$ 694.03**

Security Type	Utility Capital Improvement 017	Solid Waste 019	Capital Projects Construction 026	Court Security 225	Juvenile Case Worker 230	Court Technology 235	Total
Pooled Investments							
Logic	$ 37.48	$ 101.45	$ 0.11	$ 154.93	$ 53.98	$ 86.42	$ 3,672.07
Texpool							0.49
NEX Bank Money Market			8,649.86				20,414.52
Prosperity Money Market							777.38
Prosperity Bank CD #8595			13,280.07				13,280.07
Prosperity Bank CD #8596			6,904.11				6,904.11
Prosperity Bank CD #10004			8,876.72				8,876.72
Prosperity Bank CD #000029							6,410.96
Prosperity Bank CD #000036							2,958.92
Prosperity Bank CD #000048							5,178.08
Prosperity Bank CD #000055							4,438.36
Prosperity Bank CD #000065			1,849.32				1,849.32
Prosperity Bank CD #000095							230.14
Southside CD #15833							1,848.78
American Bank CD #9682220							2,383.56
Total	**$37.48**	**$101.45**	**$39,560.19**	**$154.93**	**$53.98**	**$86.42**	**$ 79,223.48**



City of Duncanville

PARKS AND RECREATION QUARTERLY REPORT

CITY COUNCIL MEETING

MAY 4, 2021

BART STEVENSON, DIRECTOR OF PARKS AND RECREATION

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

New & Retired Employees

- Recreation Center
  - Luis Ibarra – Recreation Coordinator
  - Kaeon Chapple – Recreation Center Attendant

- Parks
  - Francisco Perez – Parks Maintenance Worker
  - Joe Macias – Athletics Field Supervisor (Retired)



Luis Ibarra



Kaeon Chapple



Francisco Perez



Joe Macias

City of Duncanville

Park Maintenance Measurables

- All playgrounds, basketball, tennis, and volleyball courts are opened. Drinking fountains are all open for use now.
- The parking regulation sign for Pyburn Park has been installed.
- A pilot trash can was installed at Duncanville Rd. & Camp Wisdom and at Danieldale Rd. & Hwy 67 Service Road on the west side.
- Timothy Hamilton and Keep Duncanville Beautiful (KDB) successfully submitted the Governor's Community Achievement Award (GCAA) application. We are proud to announce that we are the Category 6 winner of the Governor's Community Achievement Award! We will be receiving $210,000 for a landscaping project.





City of Duncanville

Recreation Center Measurables

- Visits: February 2021 – April 2021
  - Effective Wednesday, March 10, 2021, all indoor rentals are now at 50% capacity.
  - 7,091 visits (5% increase over previous quarter)

- Programs - COVID protocols continue to be in place regarding capacity, social distancing and masks.
  - Sidesteppers
  - Pickleball
  - Karate
  - Cheerleading
  - Mixxed Fit Aerobics
  - Jazzercize
  - i9 Sports

- Socially-distanced Events
  - Easter Drive-through
  - Movies in the Park
  - Cinco de Mayo Celebration

- Upcoming Special Events
  - Movies in the Park (Frozen II) – Saturday, May 15, 2021
  - Memorial Day Ceremony – Monday, May 31, 2021
  - Country Concert in the Park – Saturday, June 5, 2021
  - Best Southwest Juneteenth Celebration (DeSoto) – Saturday, June 19, 2021
  - Independence Day Celebration – Saturday, July 3, 2021





City of Duncanville

Movies in the Park – Frozen II
May 15, 2021



Memorial Day Ceremony
May 31, 2021



Country Concert in the Park
June 5, 2021



Independence Day Celebration
July 3, 2021



Senior Center Measurables

- Visits: February 2021 – April 2021
  - Closed March 13, 2020 – Present
  - Staff preparing an opening plan
- Meals Served through DAAA/VNA Services
  - Drive-through service daily
  - Weekend shelf-stable meals provided on Fridays
  - 7,167 (decrease of 29% over last quarter)
- Socially-distanced drive through events
  - Parking lot bingo – honk when you win!
  - Drive-In music performances





City of Duncanville

COVID-19 Senior Center Activities

- Since the closing of the Senior Center on March 13, 2020, staff have coordinated drive-through meal service for the senior citizens with the assistance of the Visiting Nurses Association (VNA) and Dallas Area Agency on Aging (DAAA)
  - Average approximately 90 meals per day
  - Staff delivers about 15 meals a day to seniors who relied on the City's bus to transport them to the center prior to COVID-19
  - Staff provides mental games and activities for the seniors to take home to keep their minds active and entertained
  - Working with the Share and Care Site Council, staff makes weekly contact with all the members to make sure everyone is safe and inquire of any needs

Bond Election Projects

- Lakeside Park Pavilion
  - Parking lot construction completed
  - Landscaping and irrigation completed
  - Opened for rentals Easter weekend

- Armstrong Park
  - Awarded Texas Parks & Wildlife Local Non-Urban Grant - $749,805!
  - Plans are 100% complete
  - Construction Fall 2021 due to grant agreement and July 3rd event

- Harrington Park
  - Plans are 95% complete
  - Received verbal approval from TRA to cross easement with bridge
  - Construction in Winter 2021 to allow for spring youth sports leagues

- Service Center Renovation
  - Plans are 100% complete
  - Bids expected in May 2021
  - Construction in Fall 2021

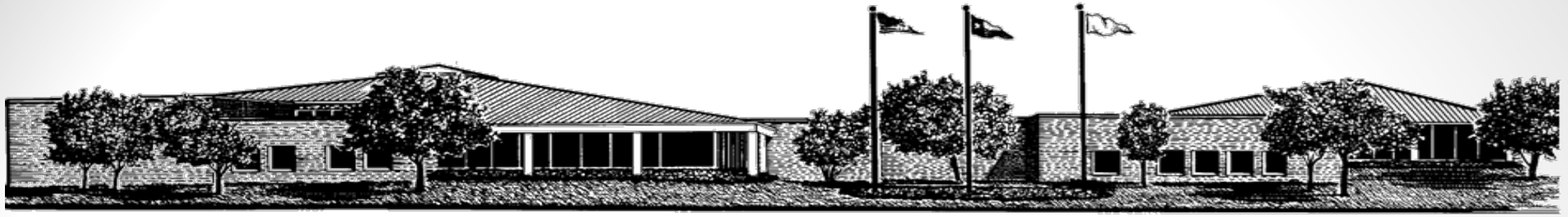






City of Duncanville

Questions?



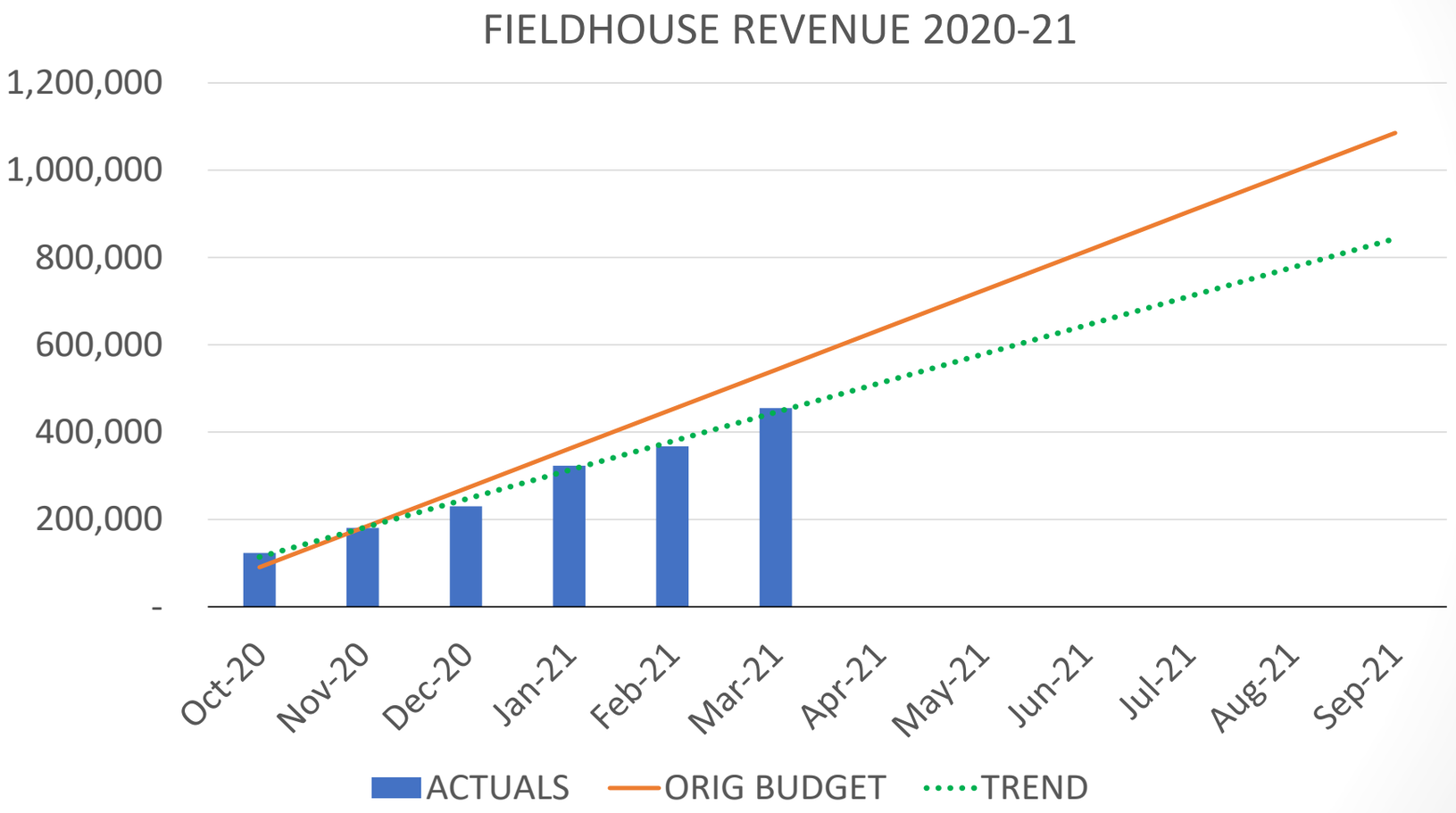
DUNCANVILLE FIELDHOUSE QUARTERLY REPORT

CRAIG BRASFIELD - GENERAL MANAGER

MAY 4, 2021

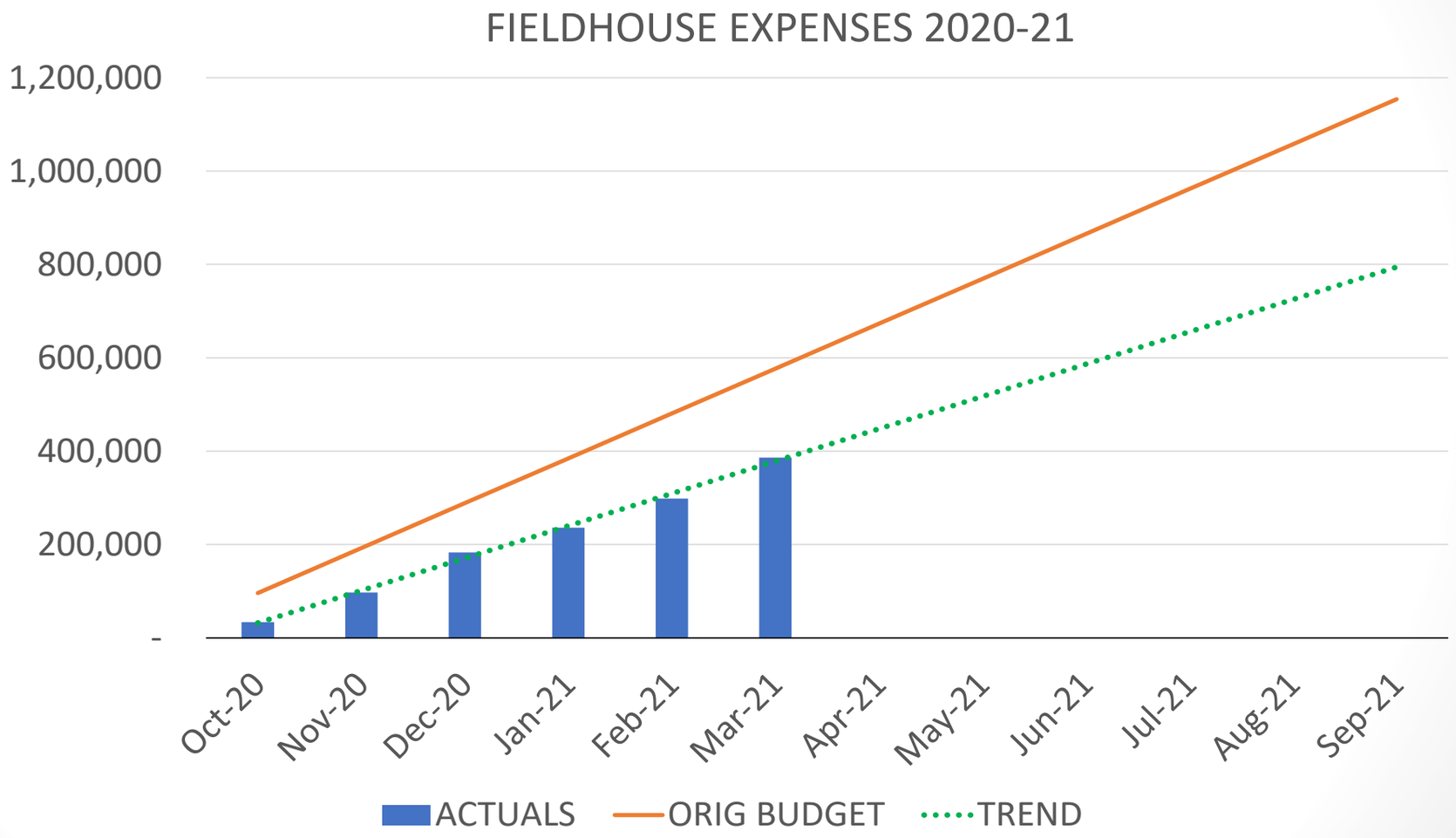
We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Fieldhouse Revenues - Jan. thru Mar. 2021



The City of Duncanville

Fieldhouse Expenses - Jan. thru Mar. 2021



The City of Duncanville

Summary - Oct. 2020 thru Mar. 2021

	FY21 Revised Budget	Actual
• Revenue:	$1,085,390	$455,122
• Expense:	$1,153,620	$385,031
• Totals:	<$68,229>	$70,091

- The Fieldhouse has continued to operate safely & effectively while maintaining controlled COVID protocols/guidelines by utilizing the provided resources, mandating mask compliance and requiring temp checks for facility access.
- The Fieldhouse revised 2021 budget is scheduled for final revisions on May 12 as part of the normal budgeting process.
- Fieldhouse Metro Summer Camp is scheduled to return in June 2021.

The City of Duncanville



Fieldhouse Summer Camp 2021



The City of Duncanville

Special Event Reservations - April 2021

2	BlockSports VB Tournament
9,10,11	Whitecox & Lyons Sports BB Camp - Rec Center
9,10,11	GASO II BB Tournament
11,18,25	Breakthrough Basketball BB Camp
11,18,25	Masters League Pro-Am BB League
16,17,18	TB5 Reports BB Tournament
23,24,25	GASO III BB Tournament
29,30	Mickeal Group BB Camp
30	Garcia Promotions MMA Super Fights

The City of Duncanville



Special Event Reservations - May 2021

1,2	Sista Hoops BB Tournament
2,9	Breakthrough Basketball BB Camp
2,16,23	Masters League Pro-Am BB League
8,9	Big Time Hoops Basketball Tournament
8,9	American Grappling Jiu-Jitsu Tournament
15,16	Dallas Mustangs BB Tournament
21,22,23	Texas Impact BB Tournament
27,28	Driven Elite BB Camp
28,29,30,31	HYPE Sports BB Tournament + Rec Center

The City of Duncanville



Special Event Reservations - June 2021

1,2,3,4	Otter Basketball Youth BB Camp
4,5,6	Urban DFW BB Tournament
6,13,20	Masters League Pro-Am BB League
7,8,14,15,21,22,28,29	Top Gun Youth Summer BB League
10,11	Zero Gravity Sports BB Camp
12,13	Big Time Hoops BB Tournament
15,16,17	Breakthrough Basketball BB Camp
18,19,20	Dallas ShowTyme BB Tournament + Rec Center
21,22,23,24,25	Dallas Mavericks Youth BB Camp I
22	UTPB Men's Elite BB Camp
25,26,27	Po-Bill Pro-Am Classic BB Tournament
26	TBD
27	Five Grappling Jiu-Jitsu Tournament
28,29,30	Nike Pro VB Camp

The City of Duncanville

The City of Duncanville

Questions

