

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR EMERGENCY MEDICAL STANDBY SERVICES

THIS Agreement for Emergency Medical Standby Services (“Agreement”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, on behalf of the Fort Bend County Emergency Medical Services Department (“EMS”), and Memorial Hermann Health System, (“MHHS”), a company authorized to conduct business in the State of Texas. County and MHHS may each be referred to individually as a “Party” or collectively as the “Parties”.

WHEREAS, County has the authority and capability to provide certain Medical Standby Services to a private entity in accordance with Section 774.003 of the Health and Safety Code; and

WHEREAS, MHHS has entered into a sports medicine agreement, effective July 1, 2025, with Lamar County Independent School District (“LCISD”), in which MHHS agrees to financially support ambulance services for all LCISD varsity football games at LCISD facilities (“LCISD Games”) attended by the participants and the public; and

WHEREAS, MHHS desires that County provide emergency medical services personnel and equipment on a standby basis, to the participants and the public, for any events hosted by the Lamar County Independent School District (“LCISD”);

WHEREAS, County understands the importance of providing emergency medical services during special events or community programs, and represents that County is qualified and desires to provide the services in accordance with the Health and Safety Code.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree that the following changes are incorporated as if a part of the Agreement:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Scope of Service.** County shall provide Fort Bend County Emergency Medical Service (“EMS”) personnel, equipment and medical services on a standby basis (“Services”), for the MHHS for all designated LCISD varsity football games scheduled at LCISD facilities, for the term of this Agreement. Extended events, multi-day events, or large events requiring more than one ambulance should be arranged with County EMS at least (7) days prior to the start of the event.

3. County Emergency Medical Services, Standby Services are subject to the availability of off-duty crews and spare ambulance units. County will make every effort to provide the level of service requested; however, no specific level of service or coverage can be guaranteed due to the nature of EMS services and the fact that the first priority of EMS is always to respond to 911 calls.
4. County reserves the right to have any Standby Unit respond to emergency medical calls at locations other than for the events at LCISD facilities that are the subject of this Agreement, that, in the sole discretion of the EMS Director or his or her designee, involve reports of lifethreatening emergencies, mass casualty calls, or county-wide disasters. If this occurs during a scheduled Standby and a lapse of on-site "EMS" coverage occurs, fees associated with that time frame will be waived.
5. Nothing in this Agreement shall give the MHHS the right to control the professional judgment or treatment decisions of County EMS.
6. Nothing herein shall be construed to create a higher standard of care on the part of County EMS than generally required under the laws of the State of Texas for emergency medical services.

7. Compensation and Payment.

- a. The MHHS shall pay County at the rates set forth in the attached Exhibit "A" for services rendered under this Agreement.
- b. County shall invoice MHHS for all Services provided herein within sixty (60) days of providing the service.
- c. MHHS shall pay County within fifteen (15) days of receipt of invoice. All payments should be made payable to Fort Bend County, and mailed to Fort Bend County Emergency Medical Services, Attn: Rita Graeber, 4332 Highway 36 South, Rosenberg, Texas 77471.
- d. The charges provided for herein reflect only those charges associated with making "EMS" services more readily available to MHHS.
- e. Nothing in this Agreement shall prohibit or preclude County from directly billing a patient, a patient's insurer or third-party payor, as appropriate, for any fees and/or charges incurred for emergency medical services for the care and transportation rendered by a Standby Unit.

8. Term and Termination.

- a. This Agreement shall become effective upon execution by County and shall terminate on September 30, 2026, unless terminated sooner in accordance with the terms herein.
 - b. Either party may terminate this agreement without cause upon providing fifteen (15) days written notice to the other party.
 - c. Upon termination of this Agreement, MHHS shall compensate County in accordance with Section 7 above for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County.
9. **Force Majeure.** Neither party shall be liable for any failure to perform under this Agreement to the extent such failure has been occasioned by fire, embargo, Acts of God, war, labor disputes, strikes, epidemic, pandemic or any other circumstances reasonably beyond that Party's control. Such party shall not, however, be relieved from performance under this Agreement when the cause of such non-performance has been removed.
10. **Indemnity.** THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY.
11. **Notices.** All notices and communications under the Agreement shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:
- If to County: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469
 - With a copy to: Fort Bend County Emergency Medical Services
Attn: Chief of EMS
4332 Highway 36 South
Rosenberg, Texas 77471
 - If to MHHS: Memorial Hermann Health System
Attn: Malisha Patel, SVP & CEO
Memorial Hermann Sugar Land Hospital
17500 W. Grand Parkway South
Sugar Land, TX 77479
 - With a copy to: Memorial Hermann Health System
Attn: Chief Legal Officer
929 Gessner Road, Suite 2700
Houston, Texas 77024
12. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is

proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by the MHHS in any way associated with the Agreement.

13. **Public Information Act and Open Meetings Act.** The MHHS expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by the MHHS shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. Neither the terms and conditions of the Agreement nor this Addendum are proprietary or confidential information.

The MHHS expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

14. **Modifications and Waivers.** This Agreement constitutes the entire Agreement between the Parties. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
15. **Independent Contractor.** In the performance of work or services hereunder, County shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of County or, where permitted, of its subcontractors. County and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

16. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
17. **Assumption of Risk.** Each party is solely responsible for any and all liability and damages to persons and/or property arising out of its actions, including its failure to appropriately perform its duties under this Agreement. Neither party is responsible for the actions or omissions of the other party or of the actions or omissions of any agent, employer, subcontractor, or servants of the other party. County represents that County is capable of performing the Services required hereunder without the oversight or supervision of MHHS.
18. **Insurance.** Each party to this Agreement shall be responsible for its own insurance coverage and its own defense against any claims for personal injuries and/or property damages that may result from the performance of the Agreement.
19. **Conflict.** In the event there is a conflict between this Agreement and any other documents, this Agreement controls.
20. **Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
21. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
22. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CLUB ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
23. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
24. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, MHHS hereby

verifies that MHHS and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, MHHS does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, MHHS does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, MHHS does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
25. **Confidential Information.** Each Party acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. Any and all information of any form obtained by one Party or its employees or agents from the other Party in the performance of this Agreement shall be deemed to be confidential information of the other Party ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by either Party shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by a Party) publicly known or is contained in a publicly available document; (b) is rightfully in the other Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of the Party who can be shown to have had no access to the Confidential Information.

Each Party agrees to hold Confidential Information in strict confidence, using at least the same degree of care that the Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services provided hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Each Party in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

26. **Compliance with HIPAA.** County agrees to use Protected Health Information as defined herein of patients of MHHS, solely for the purpose of performing the Services required of County hereunder. County shall not disclose Protected Health Information to any person except for the purpose of performing Services required of County hereunder. County will implement appropriate safeguards to comply with the restrictions and duties of this Section and applicable laws and regulations. County will promptly report to MHHS any noncompliance with this Section by County. County will create, maintain and make County's internal practices, books, and records relating to the use and/or disclosure of Protected Health Information available to the Secretary of Health and Human Services and appropriate governmental agencies as required for compliance with applicable law and regulations. As used in this Agreement, the term "*Protected Health Information*" is medical information pertaining to patients of MHHS received from MHHS, including that defined in 45 C.F.R. Parts 160 and 164, the Texas Medical Records Privacy Act, and as provided by applicable federal and state laws and regulations promulgated from time to time to protect the confidentiality of medical information regarding patients of MHHS. Notwithstanding the foregoing, no attorney/client, or other legal privilege shall be deemed waived by County or MHHS by virtue of this Section. County shall upon request enter into a MHHS standard business associate agreement as required by the policies and procedures of MHHS, and shall cause its employees and agents to enter into such agreements if requested by MHHS.
27. **Compliance with Laws.** The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
28. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{EXECUTION PAGE FOLLOWS}

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IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution by both parties.

FORT BEND COUNTY

MEMORIAL HERMANN HEALTH SYSTEM

KP George, County Judge



Authorized Agent – Signature

Date

Malisha Patel
Authorized Agent- Printed Name

ATTEST:

Sr. Vice President & CEO
Title

Laura Richard, County Clerk

11/19/2025 Date

Approved as to Legal Form Only
On behalf of MHHS
Hannah Newman
By: Hannah Newman
Staff Attorney
November 19, 2025

Approved:



Dudley D. Wait, LP
Chief, Fort Bend County EMS

Exhibit A: Fee Schedule

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Exhibit A

Fee Schedule