Notice is hereby given that a City Council Meeting of the City Council of the City of Lucas will be held on Thursday, October 16, 2014. The meeting will begin at 7:00 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.

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**Agenda**

**Call to Order**

Call to Order  
Roll Call  
Determination of Quorum  
Reminder to turn off or silence cell phones  
Pledge of Allegiance

**Citizens’ Input**

At this time citizens who have pre-registered by filling out a “Request to Speak” sheet and have submitted the sheet to the City Secretary before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on a future agenda and posted in accordance with law.

1) Citizens’ Input.

**Community Interest**

2) Items of Community Interest.
a) Update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas. [Fisher/Foerster]

b) Presentation of the Breast Cancer Awareness proclamation.

**Consent Agenda**

The Consent Agenda is used to increase the efficiency of time. All items listed under the Consent Agenda may be considered by a single motion, second and passage by a majority vote of the Council present at the time of consideration. Any member of Council may remove an item from the Consent Agenda prior to a motion to act upon the agenda.

3) Consent and Approve:

a) The minutes from the September 18, 2014 City Council meeting. [Wingo]

b) **Ordinance # 2014-10-00795** designating *The Wylie News* as the Official Newspaper of the City of Lucas, Collin County, Texas, for the Fiscal Year 2014 – 2015, beginning October 1, 2014 through September 30, 2015.

c) **Ordinance # 2014-10-00796** providing for increased prior and current service annuities under the act governing the Texas Municipal Retirement System COLA for retirees and beneficiaries of deceased retirees of the City of Lucas.

d) Contract Amendment # 7 between the City of Lucas and Collin County for the annual fee for Animal Sheltering services not to exceed $14,970, agreement shall be in effect from October 1, 2014, continuing through and including September 30, 2014.

e) Contract Amendment # 7 between the City of Lucas and Collin County for the annual fee for Animal Control services not to
exceed $19,030, agreement shall be in effect from October 1, 2014, continuing through and including September 30, 2014.

**Regular Agenda**

4) Presentation and discussion on proposed changes to the City’s smoking ordinance to regulate electronic cigarettes as tobacco, restricting their public use as specified and prohibiting their sale to and possession and use of by minors. [Millsap]

5) Consider providing guidance to Emergicon, the City’s Emergency Medical Services Billing Agency, regarding the City’s Emergency Medical Services (EMS) billing practices. [Kitchens]

**Executive Session**

The City Council may convene in Executive Session in accordance with the Local Government Code. All decisions regarding the discussion of the Executive Session must be made in Open Session.

6) The City Council pursuant to Section 551.074 of the Texas Government Code (Personnel Matters) may convene into Executive Session to conduct the annual evaluation for the City Secretary.

**Regular Agenda**

7) Take any action as necessary as a result of the Executive Session.

8) Adjournment.

As authorized by Section 551.071 (2) of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting.

**Approval**

Approved by: Mayor Rebecca Mark, October 10, 2014.
Certification

I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on or before Friday, October 10, 2014, as required in accordance with Government Code §551.041.

____________________________
Kathy Wingo, TRMC, MMC
City Secretary

This building is wheelchair accessible. Any requests for sign interpretive services or other special requests for assistance of the hearing impaired must be made 48 hours in advance of the meeting. To make such arrangements, please call 972-727-8999 or email secretary@lucastexas.us.
AGENDA ITEM:
- Call to Order
- Roll Call

<table>
<thead>
<tr>
<th>Present</th>
<th>Absent</th>
</tr>
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<tbody>
<tr>
<td>Mayor Rebecca Mark</td>
<td>□</td>
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<tr>
<td>Seat 1 CM Wayne Millsap</td>
<td>□</td>
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<tr>
<td>Seat 2 CM Jim Olk</td>
<td>□</td>
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<td>Seat 3 CM Steve Duke</td>
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<td>Seat 4 CM Philip Lawrence</td>
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<td>Seat 5 CM Debbie Fisher</td>
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<tr>
<td>Seat 6 MPT Kathleen Peele</td>
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</tbody>
</table>

- Determination of Quorum
- Reminder to silence cell phones
- Pledge of Allegiance

Informational Purposes

City Manager Joni Clarke □
City Secretary Kathy Wingo □
Public Works Director Stanton Foerster □
Finance Director Liz Exum □
Fire Chief Jim Kitchens □
Development Services Director Joe Hilbourn □
City Attorney Joe Gorfida, Jr. □
Administrative Assistant Jennifer Faircloth □
Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Citizen’s Input.

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

N/A
Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Items of Community Interest:
   a) Update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas. [Fisher/Foerster]

   b) Presentation of the Breast Cancer Awareness proclamation.

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

N/A
City of Lucas
City Council Meeting
September 4, 2014

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Consent and approve:

a) The minutes from the September 18, 2014 City Council meeting. [Wingo]


c) Ordinance # 2014-10-00796 providing for increased prior and current service annuities under the act governing the Texas Municipal Retirement System COLA for retirees and beneficiaries of deceased retirees of the City of Lucas.

d) Contract Amendment # 7 between the City of Lucas and Collin County for the annual fee for Animal Sheltering services not to exceed $14,970, agreement shall be in effect from October 1, 2014, continuing through and including September 30, 2014.

e) Contract Amendment # 7 between the City of Lucas and Collin County for the annual fee for Animal Control services not to exceed $19,030, agreement shall be in effect from October 1, 2014, continuing through and including September 30, 2014.

Background Information:

This is administrative approval.

Attachments/Supporting Documentation:

1. 03a Minutes from the September 18, 2014 City Council meeting.
2. 03b Ordinance 2014-10-00795 Official Newspaper, The Wylie News
3. 03c Ordinance 2014-10-00796 Texas Municipal Retirement System COLA
4. 03d Animal Sheltering Services Contract Amendment # 7
5. 03e Animal Control Services Contract Amendment # 7

**Budget/Financial Impact:**

1. 03a - N/A
2. 03b - Advertising
3. 03c – Employee Benefit
4. 03d – Animal Sheltering Service, $14,970
5. 03e – Animal Control Service, $19,070

**Recommendation:**

Recommend approval.

**Motion:**

I make a Motion to **approve/deny** the Consent Agenda as presented.
City Council Meeting  
September 18, 2014, 7:00 PM  
City Hall - 665 Country Club Road  
Minutes

Call to Order

Mayor Rebecca Mark called the meeting to order at 7:00 p.m.

Present (Absent):
Mayor Rebecca Mark  
Mayor Pro Tem Kathleen Peele  
Councilmember Wayne Millsap  
Councilmember Jim Olk  
Councilmember Steve Duke  
Councilmember Debbie Fisher  
Councilmember Philip Lawrence (absent)

Staff Present (Absent):
City Attorney Joe Gorfida  
City Manager Joni Clarke  
City Secretary Kathy Wingo  
Finance Manager Liz Exum  
Fire Chief Jim Kitchens  
Public Works Director Stanton Foerster  
Human Resources Manager Cheryl Meehan  
Development Services Director Joe Hilbourn

It was determined that a Quorum was present.  
Everyone was reminded to turn off or silence cell phones.  
Councilmember Wayne Millsap led everyone in saying the Pledge of Allegiance.

Citizens’ Input

1) Citizens’ Input.  
   There was no one present who wished to speak during Citizens’ Input.

Community Interest

2) Items of Community Interest.
a) Update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas. [Fisher/Foerster]

Councilmember Debbie Fisher stated that the City continues with Stage 3 Water Restrictions.

b) Presentation of a Certificate of Achievement for Excellence in Financial Reporting to Finance Director Liz Exum.

Mayor Rebecca Mark presented the Certificate of Achievement for Excellence in Financial Reporting to Finance Director Liz Exum.

A reminder that the Annual Founder’s Day will be held on Saturday, October 25th.

**Consent Agenda**

The Consent Agenda was presented for consideration.

Mayor Rebecca Mark pulled Items 3a and 3c from the Consent Agenda.

3) Consent and Approve:

a) The minutes from the September 4, 2014 City Council meeting. [Wingo]

b) An amendment to the EMS Medical Control agreement to obtain medical supervision of its emergency medical services (EMS) activities in the form of a Medical Director, as required by Texas law, between the City of Lucas and Questcare Medical Services, P.A. [Kitchens]

c) An Interlocal Cooperation Agreement between the City of Lucas and Seis Lagos Utility District regarding the provision of fire and emergency medical services for fiscal year 2014-2015. [Clarke]

**MOTION:** Councilmember Wayne Millsap made a Motion to approve the Consent Agenda Item 3b. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 6-0.

Item 3a - The minutes from the September 4, 2014 City Council meeting.
Mayor Rebecca Mark stated that Item 13 should be clarified. “Mayor Rebecca Mark requested that this item be placed on the September 18th meeting agenda. Appointments will be made at the October 16th City Council meeting.”

**MOTION**: Mayor Rebecca Mark made a Motion to approve the minutes from the September 4, 2014 City Council meeting as amended. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

Item 3c - An Interlocal Cooperation Agreement between the City of Lucas and Seis Lagos Utility District regarding the provision of fire and emergency medical services for fiscal year 2014-2015.

City Manager Joni Clarke stated that an email was received from Seis Lagos Utility District asking for some amendments to the agreement: 1) multiyear agreement versus a one year contract; 2) 15% cap increase with a true up annual to help SLUD manage budget, as it is written in the existing contract; and 3) Price contract based on fire department actuals versus fire budget.

Using the original calculation, the contract would have been about $208K. Two years ago the contract was $174K. The true up cannot be done until the audit is complete.

The majority of the City Council agreed that the proposed contract was what they were willing to offer and approve for the SLUD.

**MOTION**: Councilmember Debbie Fisher made a Motion to offer the proposed contract as written. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 5-1, Councilmember Wayne Millsap voting NAY.

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**Regular Agenda**

4) Consider **Ordinance # 2014-09-00793** of the City Council of the City of Lucas, Texas, adopting the budget for fiscal year beginning October 1, 2014 and ending September 30, 2015. [Exum]

**MOTION**: Councilmember Jim Olk made a Motion to approve **Ordinance # 2014-09-00794** of the City of Lucas, Texas, levying Ad Valorem Taxes for
the Tax Year 2014 (Fiscal Year 2014-2015) at a rate of $0.320661 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2014.

After further discussion Councilmember Jim Olk withdrew his Motion.

MOTION: Mayor Pro Tem Kathleen Peele made a Motion to approve Ordinance # 2014-09-00794 of the City of Lucas, Texas, levying Ad Valorem Taxes for the Tax Year 2014 (Fiscal Year 2014-2015) at a rate of $0.320661 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2014. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

Voting AYE: Councilmember Wayne Millsap, Councilmember Jim Olk, Councilmember Steve Duke, Councilmember Debbie Fisher, Mayor Pro Tem Kathleen Peele, and Mayor Rebecca Mark.

Voting NAY: None.

Absent: Councilmember Philip Lawrence.

MOTION: Mayor Pro Tem Kathleen Peele made a Motion to ratify the property tax revenue increase as reflected in the Fiscal Year 2014-2015 adopted budget. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

5) Consider Ordinance # 2014-09-00794 of the City of Lucas, Texas, levying Ad Valorem Taxes for the Tax Year 2014 (Fiscal Year 2014-2015) at a rate of $0.320661 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2014. [Exum]

MOTION: Mayor Pro Tem Kathleen Peele made a Motion to approve Ordinance # 2014-09-00794 of the City of Lucas, Texas, levying Ad Valorem Taxes for the Tax Year 2014 (Fiscal Year 2014-2015) at a rate of $0.320661 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2014.
Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

**Voting AYE:** Mayor Rebecca Mark, Mayor Pro Tem Kathleen Peele, Councilmember Wayne Millsap, Councilmember Jim Olk, Councilmember Steve Duke, and Councilmember Debbie Fisher.

**Voting NAY:** None.

**ABSENT:** Councilmember Philip Lawrence.

6) Consider the acceptance of the Fiscal Year 2014 – 2015 Budget for the Lucas Fire Control, Prevention & Emergency Medical Services District.

**MOTION:** Councilmember Wayne Millsap made a Motion to acceptance of the Fiscal Year 2014 – 2015 Budget for the Lucas Fire Control, Prevention & Emergency Medical Services District. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

7) Consider the appointment of one (1) trustee to the Texas Emergency Services Retirement System Local Board pursuant to Section 865.012 of the Texas Government Code. [Meehan]

**MOTION:** Mayor Rebecca Mark made a Motion to appoint Councilmember Wayne Millsap as trustee to the Texas Emergency Services Retirement System Local Board pursuant to Section 865.012 of the Texas Government Code. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 5-1, Councilmember Wayne Millsap abstained.

8) Consider the selection of eight benchmark cities using criteria set by City Council to be used for comparative purposes when conducting the Comprehensive Market Analysis and Survey. [Meehan]

**MOTION:** Councilmember Wayne Millsap made a Motion to select Celina, Fairview, Fate, Melissa, Parker, Prosper, Sunnyvale, and Trophy Club as the benchmark cities to use when conducting the Comprehensive Market Analysis and Survey. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.
9) Consider the appropriation of Child Safety Funds for the construction of a southbound FM 1378 to eastbound Estelle Lane left hand turn lane in an amount not to exceed $10,000.00 and to amend the FY 14-15 budget accordingly. [Foerster]

MOTION: Councilmember Jim Olk made a Motion to appropriate the Child Safety Funds for the construction of a southbound FM 1378 to eastbound Estelle Lane left hand turn lane in an amount not to exceed $10,000.00 and to amend the FY 14-15 budget. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

10) Consider a Development Agreement between the City of Lucas and Bullard Brothers Property concerning a tract of land BEGINNING at a roome capped 1/2 inch iron rod found in the southeast right-of-way line of FM 3286, a northwest line of said 28.9936 acre tract, and also marking the northwest corner of a 10.00 acre tract of land owned by Faustino Aranda as recorded in Volume 4850, Page 743 DRCCT, located along E. Lucas Road. [Hilbourn]

MOTION: Councilmember Wayne Millsap made a Motion to approve the Development Agreement between the City of Lucas and Bullard Brothers Property concerning a tract of land BEGINNING at a roome capped 1/2 inch iron rod found in the southeast right-of-way line of FM 3286, a northwest line of said 28.9936 acre tract, and also marking the northwest corner of a 10.00 acre tract of land owned by Faustino Aranda as recorded in Volume 4850, Page 743 DRCCT, located along E. Lucas Road. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 6-0.

11) Consider Ordinance # 2014-09-00791 of the City of Lucas, Texas, annexation of a tract of land BEGINNING at a roome capped 1/2 inch iron rod found in the southeast right-of-way line of FM 3286, a northwest line of said 28.9936 acre tract, and also marking the northwest corner of a 10.00 acre tract of land owned by Faustino Aranda as recorded in Volume 4850, Page 743 DRCCT. [The 1st Public Hearing was held on August 7, 2014 and the 2nd Public Hearing was held on August 21, 2014.] [Hilbourn]

This item was removed from the agenda, the Ordinance # 2014-09-00791 will be reused at a later date.
12) Consider a preliminary plat submitted by Steve Lenart for the Enchanted Creek Phase 1B subdivision, located just west of the intersection of Parker Road and FM 1378, otherwise known as the Hunt property. [Hilbourn]

**MOTION:** Councilmember Jim Olk made a Motion to approve the preliminary plat submitted by Steve Lenart for the Enchanted Creek Phase 1B subdivision, located just west of the intersection of Parker Road and FM 1378, otherwise known as the Hunt property. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

13) Consider a preliminary plat submitted by Steve Lenart for the Lewis Park subdivision, located just east of the Kenneth R. Lewis Park on Southview Drive. [Hilbourn]

**MOTION:** Councilmember Debbie Fisher made a Motion to approve the preliminary plat submitted by Steve Lenart for the Lewis Park subdivision, located just east of the Kenneth R. Lewis Park on Southview Drive. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

14) Consider the selection of applicants to interview for the upcoming board appointments and determine a schedule for said interviews.

The applicants will be brought into a meeting to be held on Thursday, October 23rd, 6:00 p.m. for interviews.

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**Executive Session**

The City Secretary’s evaluation will be moved to the October 16, 2014 City Council meeting.

The City Council convened into Executive Session at 8:34 p.m.

15) The City Council pursuant to Section 551.074 of the Texas Government Code (Personnel Matters) may convene into Executive Session to conduct the annual evaluation for the City Secretary and City Manager.
The City Council reconvened into Regular Session at 11:08 p.m.

16) Take any action as necessary as a result of the Executive Session.
   There was no action taken as result of the Executive Session.

17) Adjournment.

   **MOTION:** Councilmember Wayne Millsap made a Motion to adjourn the meeting at 11:09 p.m. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

These minutes were approved by a majority vote of the City Council on October 16, 2014.

______________________________
Rebecca Mark
Mayor

ATTEST:

______________________________
Kathy Wingo, TRMC, MMC
City Secretary
ORDINANCE # 2014-10-00795
[Designating Official Newspaper]


WHEREAS, Section 2051.049 of the Texas Government Code provides that the City Council shall select one or more newspapers to publish notices; and

WHEREAS, the City Council of the City of Lucas, Texas, desires to officially designate the official newspaper of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS:

SECTION 1. That the City Council of Lucas, Texas, hereby designates the Wyle News, a public newspaper in and for the City of Lucas, Collin County, Texas, as the official newspaper of the City, the same to continue as such until another is selected, and shall cause to be published therein all ordinances, notices and other matters required by law or by ordinance to be published.

SECTION 2. That all ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That this Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 16TH DAY OF OCTOBER, 2014.
ORDINANCE # 2014-10-00796
[TEXAS MUNICIPAL RETIREMENT SYSTEM COLA]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM COLA FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY OF LUCAS; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED THAT THE CITY COUNCIL OF THE CITY OF LUCAS:

Section 1. Increase in Retirement Annuities

(a) On the terms and conditions set out in Sections 854.203 and 853.404 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

Section 2. The initial increase in retirement annuities hereunder shall be effective on January 1, 2015, subject to approval by the Board of Trustees of the System. An increase in retirement
annuities shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act, and provided further that, as to such subsequent year, the City has an ordinance in effect that provides for a simultaneous increase in updated service credits as that term is used in the TMRS Act.

Section 3. This Ordinance shall take effect on January 1, 2015, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 16TH DAY OF OCTOBER, 2014.

APPROVED:

______________________________
Rebecca Mark, Mayor

APPROVED AS TO FORM: 

ATTEST:

Joseph J. Gorfida, Jr., City Attorney  
Kathy Wingo, TRMC, MMC, City Secretary

City of Lucas
Ordinance # 2014-10-00796 Texas Municipal Retirement System COLA
Approved: October 16, 2014
Contract Amendment Seven (7)

Vendor: City of Lucas
665 Country Club Rd
Lucas, TX 75002

Effective Date: 10/1/2014
Contract No.: 10096-09
Contract: Interlocal Agreement for the Facility
Construction and Use of an Animal Shelter
in Collin County

Awarded by Court Order No.:
Contract Amendment No. 1 Court Order No. 2008-010-01-08
Contract Amendment No. 2 Court Order No. 2008-882-10-14
Contract Amendment No. 3 Court Order No. 2009-583-08-10
Contract Amendment No. 4 Court Order No. 2010-830-10-11
Contract Amendment No. 5 Court Order No. 2011-678-09-19
Contract Amendment No. 6 Court Order No. 2013-012-01-07
Contract Amendment No. 7 Court Order No. 2013-937-11-11

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Agreement shall be in effect from October 1, 2014, continuing through and including September 30, 2015 at the below rate:

Total amount for fiscal year 2015: $ 14,970.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:
CITY OF LUCAS
655 Country Club Rd.
Lucas, TX 75002

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains, CPPC, CPPB
Purchasing Agent
DATE:
Vendor: City of Lucas
665 Country Club Road
Lucas, TX 75002

Effective Date: 10/1/2014
Contract No.: 10095-09
Contract: Interlocal Agreement for Animal Control Services

Awarded by Court Order No.: 2008-007-01-08
Contract Amendment No.: 1 Court Order No.: 2008-881-10-14
Contract Amendment No.: 2 Court Order No.: 2009-582-08-10
Contract Amendment No.: 3 Court Order No.: 2010-829-10-11
Contract Amendment No.: 4 Court Order No.: 2011-677-09-19
Contract Amendment No.: 5 Court Order No.: 2013-011-01-07
Contract Amendment No.: 6

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Extension of agreement for a one (1) year period as provided for in section 5.0 of the contract documents. Agreement shall be in effect from October 1, 2014, continuing through and including September 30, 2015.

Total amount for fiscal year 2015: $ 19,030.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:
CITY OF LUCAS

665 Country Club Road
Lucas, TX 75002

ACCEPTED AND AUTHORIZED BY AUTHORITY OF COLLIN COUNTY COMMISSIONERS’ COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

SIGNATURE
TITLE: ___________________________
DATE: ___________________________

Michalyn Rains, CPPO, CPPB
Purchasing Agent
DATE: ___________________________
Name & Title of Requestor: Wayne Millsap, Councilmember Seat 1

Agenda Item:

Discussion on proposed changes to the City’s smoking ordinance to regulate electronic cigarettes as tobacco, restricting their public use as specified and prohibiting their sale to and possession and use of by minors.

Background Information:

Definition by the American Cancer Association:
“Electronic Smoking Device”- means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

Electronic cigarettes, or e-cigarettes, are battery-powered devices that look like traditional cigarettes and are designed to simulate the feeling and experience of smoking. These devices lack tobacco, but may contain some amount of liquid or synthetic nicotine. The use of e-cigarettes is known as “vaping” because the heating element in the device, known as an atomizer, vaporizes the liquid solution present in the cartridge, allowing the user to create a cloud that resembles smoke. These devices are also referred to as vaporizing cigarettes or electronic vaping devices.

Each day in the United Stated, more than 3,200 people younger than 18 years of age smoke their first cigarette, and an estimated 2,100 youth and young adults who have been occasional smokers become daily cigarette smokers.

The National Youth Tobacco Survey finds that e-cigarette use among middle school and high school students has doubled from 2011 to 2012.
Attachments/Supporting Documentation:
1. Proposed ordinance
2. CDC Fact Sheet – Youth and Tobacco Use

Budget/Financial Impact:
N/A

Recommendation:
Staff is recommending that e-cigarettes be regulated under the City's smoking ordinance, and specifically, staff is recommending three (3) limitations on the use of e-cigarettes:
1. E-cigarettes cannot be sold to minors
2. Minors cannot be in possession of e-cigarettes
3. E-cigarettes are prohibited in the same places where tobacco cigarettes are prohibited.

Motion:
N/A

This item will be brought back for consideration and action.
Background
(http://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm#background)

Estimates of Current Tobacco Use Among Youth
(http://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm#estimates)

Factors Associated with Youth Tobacco Use
(http://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm#factors)

Reducing Youth Tobacco Use
(http://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm#reducing)

References
(http://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm#ref)

For Further Information
(http://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm#info)

www.BeTobaccoFree.gov

- ABOUT TOBACCO
- HEALTH EFFECTS
- QUIT NOW
- DON'T START
- SAY IT - SHARE IT

GET THIS WIDGET

Background

- Smoking and smokeless tobacco use are initiated and established primarily during adolescence.\(^1,2,3\) Nearly 9 out of 10 smokers started smoking by age 18, and 99% started by age \(^26,1,2,3,4\)
Each day in the United States, more than 3,200 people younger than 18 years of age smoke their first cigarette, and an estimated 2,100 youth and young adults who have been occasional smokers become daily cigarette smokers.²\(^4\)

If smoking persists at the current rate among youth in this country, 5.6 million of today’s Americans younger than 18 years of age are projected to die prematurely from a smoking-related illness. This represents about one in every 13 Americans aged 17 years or younger alive today.⁴

In 2012, 6.7\% of middle school and 23.3\% of high school students currently used tobacco products, including cigarettes, cigars, hookahs, snus, smokeless tobacco, pipes, bidis, keteks, dissolvable tobacco, and electronic cigarettes.⁵

Current cigarette smoking among middle school and high school youth declined between 2000 and 2011.⁵

From 2011–2012, electronic cigarette use doubled among middle and high school students, and hookah use increased among high school students.⁵

Current use of smokeless tobacco is about half of what it was in the mid-1990s. However, only a modest decline has occurred since 2010 and no change occurred between 2012 and 2013. Smokeless tobacco use remains a mostly male behavior.⁶

Concurrent use of multiple tobacco products is prevalent among youth. Among high school students who report currently using tobacco, almost one-third of females and one-half of males report using more than one tobacco product in the past 30 days.²

---

### Estimates of Current Tobacco Use Among Youth

<table>
<thead>
<tr>
<th>Tobacco Product</th>
<th>Overall</th>
<th>Females</th>
<th>Males</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any tobacco product†</td>
<td>23.3%</td>
<td>18.1%</td>
<td>28.3%</td>
</tr>
<tr>
<td>Cigarettes</td>
<td>14.0%</td>
<td>11.7%</td>
<td>16.3%</td>
</tr>
<tr>
<td>Cigars</td>
<td>12.6%</td>
<td>8.4%</td>
<td>16.7%</td>
</tr>
<tr>
<td>Smokeless tobacco</td>
<td>6.4%</td>
<td>1.5%</td>
<td>11.2%</td>
</tr>
<tr>
<td>Hookahs</td>
<td>5.4%</td>
<td>4.5%</td>
<td>6.2%</td>
</tr>
<tr>
<td>Pipes</td>
<td>4.5%</td>
<td>3.2%</td>
<td>5.8%</td>
</tr>
<tr>
<td>Electronic cigarettes</td>
<td>2.8%</td>
<td>1.9%</td>
<td>3.7%</td>
</tr>
<tr>
<td>Snus</td>
<td>2.5%</td>
<td>0.9%</td>
<td>3.9%</td>
</tr>
</tbody>
</table>
## Estimates of Current Use* of 10 Tobacco Products Among Middle School Students in 2012

<table>
<thead>
<tr>
<th>Tobacco Product</th>
<th>Overall</th>
<th>Females</th>
<th>Males</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any tobacco product†</td>
<td>6.7%</td>
<td>5.6%</td>
<td>7.8%</td>
</tr>
<tr>
<td>Cigarettes</td>
<td>3.5%</td>
<td>3.2%</td>
<td>3.8%</td>
</tr>
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<td>2.8%</td>
<td>2.4%</td>
<td>3.2%</td>
</tr>
<tr>
<td>Smokeless tobacco</td>
<td>1.7%</td>
<td>1.2%</td>
<td>2.2%</td>
</tr>
<tr>
<td>Hookahs</td>
<td>1.3%</td>
<td>1.0%</td>
<td>1.5%</td>
</tr>
<tr>
<td>Pipes</td>
<td>1.8%</td>
<td>1.7%</td>
<td>1.9%</td>
</tr>
<tr>
<td>Electronic cigarettes</td>
<td>1.1%</td>
<td>0.8%</td>
<td>1.5%</td>
</tr>
<tr>
<td>Snus</td>
<td>0.8%</td>
<td>0.6%</td>
<td>1.0%</td>
</tr>
<tr>
<td>Kretes</td>
<td>0.5%</td>
<td>0.4%</td>
<td>0.7%</td>
</tr>
<tr>
<td>Bidis</td>
<td>0.6%</td>
<td>0.4%</td>
<td>0.7%</td>
</tr>
<tr>
<td>Dissolvable tobacco</td>
<td>0.5%</td>
<td>0.4%</td>
<td>0.6%</td>
</tr>
</tbody>
</table>

*Current use of cigarettes was determined by asking, "During the past 30 days, on how many days did you smoke cigarettes?"

Current use of cigars was determined by asking, "During the past 30 days, on how many days did you smoke cigars, cigarillos, or little cigars?"

Current use of smokeless tobacco was determined by asking, "During the past 30 days, on how many days did you use chewing tobacco, snuff, or dip?"

Current use of a pipe was determined by asking, "During the past 30 days, on how many days did you use a pipe?"
days did you smoke tobacco in a pipe?"
In 2011, current use of bidis and kreteks was determined by asking, "During the past 30
days, on how many days did you smoke bidis?" and "During the past 30 days, on how
many days did you smoke kreteks?"
In 2012, current use of bidis and kreteks was determined by asking, "During the past 30
days, which of the following products (bidis and kreteks) have you used on at least 1
day?"
Current use of hookahs, snus, dissolvable tobacco, and electronic cigarettes was
determined by asking, "During the past 30 days, which of the following products
(hookah, snus, dissolvable tobacco, and electronic cigarettes) have you used on at least 1
day?"
‡Includes use for ≥1 day in the past 30 days of any of the following: cigarettes, cigars,
smokeless tobacco, tobacco pipes, bidis, kreteks, hookahs, snus, dissolvable tobacco, or
electronic cigarettes.

Factors Associated With Youth Tobacco Use

Some factors associated with youth tobacco use appear to be similar across different types of
tobacco products and include the following categories:¹²⁷

- **Social and Physical Environments**
  - Social norms portrayed in tobacco advertising and in movies promote smoking in young
  people.
  - Boys and young men are more likely to use certain types of tobacco, although sex
differences have narrowed.
- **Small Social Groups: Family and Peer Groups**
  - Young people are more likely to use tobacco if their peers use tobacco.
  - Young people are more likely to use tobacco if they perceive tobacco use is acceptable or
  normative among their peers.
  - Parental smoking may promote smoking among young people.
- **Cognitive and Affective Processes**
  - There is a strong relationship between youth smoking and negative affect, such as
depression, anxiety, and stress.
  - Expectations of positive outcomes from smoking, such as coping with stress and
  controlling weight, are related to youth tobacco use.
- **Biological and Genetic Factors**
  - There is evidence that youth may be sensitive to nicotine and that teens can feel
  dependent on nicotine sooner than adults.
  - Genetic factors may mean that it is more difficult for some people to quit smoking once
  they have started.
- **Other influences that have been demonstrated to affect tobacco use include:**
  - Low socioeconomic status
Reducing Youth Tobacco Use

National, state, and local program activities have been shown to reduce and prevent youth tobacco use when implemented in concert with each other. They include the following:\textsuperscript{2,8}

- Counteradvertising mass-media campaigns (i.e., TV and radio commercials, posters, and other media messages targeted toward youth to counter protobacco marketing)
- Community programs and school and college policies and interventions coordinated and implemented in conjunction with efforts to create tobacco-free social norms
- Community interventions that reduce tobacco advertising, promotions, and commercial availability of tobacco products
- Higher costs for tobacco products through increased excise taxes
- Prohibiting smoking in worksites and public places

Some social and environmental factors have been found to be related to lower smoking levels among youth. Among these are:\textsuperscript{2}

- Religious participation
- Racial/ethnic pride and strong racial identity
- Higher academic achievement and aspirations

References

ORDINANCE # 2014-_________
[AMENDING CODE OF ORDINANCE CHAPTER 6]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE
CODE OF ORDINANCES BY AMENDING CHAPTER 6 TITLED
“HEALTH AND SANITATION” BY ADDING ARTICLE 6.06 TITLED
“REGULATION OF ELECTRONIC VAPING DEVICES” FOR THE
PURPOSE OF PROHIBITING THE SALE AND DISTRIBUTION OF
ELECTRONIC VAPING DEVICES TO MINORS AND PROHIBITING
THE USE AND POSSESSION OF ELECTRONIC VAPING DEVICES BY
MINORS; PROVIDING A REPEALING CLAUSE; PROVIDING A
SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE;
PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED FIVE
HUNDRED DOLLARS ($500.00); AND PROVIDING FOR AN
EFFECTIVE DATE.

WHEREAS, the sale and production of electronic vaping devices, which deliver nicotine to
users via a vaporized solution, are not currently regulated by the U.S. Food and Drug
Administration (“FDA”) or state law; and

WHEREAS, initial studies performed by the FDA have found that electronic vaping devices
contain carcinogens and other unknown contents that can pose health risks to users and the
public; and

WHEREAS, the City Council recognizes that electronic vaping devices are heavily marketed to
minors; and

WHEREAS, the City Council finds that amending the Code of Ordinances to include the
regulation of the sale and possession of electronic vaping devices to and by minors is in the best
interests of the City of Lucas and will promote the health, safety and welfare of the citizens of
the City of Lucas and the general public.

NOW, THEREFORE, BE IT ORDAINED THAT THE CITY COUNCIL OF THE
CITY OF LUCAS:

Section 1. That the Code of Ordinances of the City of Lucas, Texas be, and the same is,
hereby amended by amending Chapter 6 titled “Health and Sanitation”, by adding Article 6.06
titled “Regulation of Electronic Vaping Devices”, to read as follows:

“CHAPTER 6
HEALTH AND SANITATION

...
ARTICLE 6.06  REGULATION OF ELECTRONIC VAPING DEVICES

Sec. 6.06.001  Definitions

For purposes of this article, the following words and phrases have the meanings respectively ascribed to them in this section.

**Electronic vaping device.** Any electronically powered or battery powered device that uses an atomizer or similar device allowing users to inhale nicotine vapor or any other vapor to simulate the smoking of tobacco, cigarettes, pipes or cigars. An electronic vaping device includes personal vaporizers, electronic cigarettes ("e-cigarettes"), electronic pipes ("e-pipes"), electronic cigars ("e-cigars") and any other type of electronic nicotine delivery system or any part thereof, including any liquid nicotine products that are manufactured for use with electronic vaping devices.

**Liquid nicotine.** Any liquid product composed either in whole or in part of pure nicotine and propylene glycol and/or any other substance and manufactured for use with electronic vaping devices.

**Minor.** A person under 18 years of age.

**Open display unit.** In the context of the retail sale of electronic vaping devices, any device, furniture or furnishing within or upon which electronic vaping devices are displayed to customers and includes, but is not limited to, any case, rack, shelf, counter, table, desk, kiosk, booth, stand, and vending machine.

**Retailer.** A person or retail store who/which engages in the practice of selling electronic vaping devices to consumers and includes, but is not limited to, the owner of an open display unit.

**Self-service merchandising.** In the context of retail sale of electronic vaping devices, the open display for direct retail customer access and handling prior to purchase, without the intervention or assistant of the retailer or the retailer's owner, employee or agent, including, but not limited to, the use of an open display unit of electronic vaping devices, whether packaged or otherwise.

**Vaping store, vape shop, and/or vapor store.** A retailer whose primary use is for the sale of electronic vaping devices and other products associated with vaping, whose sale of other products is incidental, and whose gross revenues are over 80% from the sale of electronic vaping devices and products associated with vaping.

Sec. 6.06.002  Purchase or possession of electronic vaping device by minors prohibited

(a) A minor commits an offense if the minor possesses, purchases or attempts to purchase an electronic vaping device.
(b) A minor commits an offense if the minor falsely represents himself or herself to be 18 years of age or older for the purpose of purchasing or receiving an electronic vaping device.

(c) It shall be a defense to prosecution for a violation of this section if at the time of the purchase, the minor:

(1) Was in the presence of an adult parent or legal guardian of the minor;

(2) Was in the course and scope of the minor's employment and the purchase of the electronic vaping device was a part of the duties of such employment; or

(3) Was participating in an inspection or test of compliance in conjunction with local law enforcement.

Sec. 6.06.003  Sale or distribution of electronic vaping devices to minors prohibited

(a) A person or retailer commits an offense if the person or retailer sells, gives or causes to be sold or given an electronic vaping device to a minor or to a person who intends to deliver it to a minor.

(b) If the offense under this section occurs in connection with a sale of an electronic vaping device at a business by an employee of the business, the employee who committed the offense is subject to prosecution.

(c) It is a defense to prosecution under subsection (b) that at the time of the sale, the minor presented the person with an apparently valid proof of identification showing the minor was at least 18 years of age.

(d) A proof of identification satisfies the requirements of subsection (c) if it contains the name of the minor, a photograph resembling the appearance of the minor and was issued by a state or federal government agency.

Sec. 6.06.004  Vendor assist sales required; self-service merchandise prohibited

(a) A person or retailer may not:

(1) Offer electronic vaping devices for sale in a manner that permits a customer direct access to the electronic vaping devices;

(2) Offer electronic vaping devices by means of self-service merchandising; or

(3) Install or maintain an open display unit containing electronic vaping devices.

(b) It is a defense to prosecution under subsection (a) if:

(1) A facility or business is not open to minors at any time;
(2) A facility or business is a premises for which a person holds a package store permit issued under the Texas Alcoholic Beverage Code; or

(3) An open display unit is located in an area that is inaccessible to customers.

Sec. 6.06.005 Enforcement

Violations of this division shall each constitute a separate offense and shall each be punishable as a Class C misdemeanor and shall each be punishable by a fine not to exceed $500.00 for each day the violation exists. A culpable mental state is not required for a violation of this division and need not be proved.”

Section 2. All ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

Section 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

Section 4. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars ($500) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 6. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS _______ DAY OF ____________________________, 2014.
APPROVED:

____________________________________
Rebecca Mark, Mayor

APPROVED AS TO FORM:  

__________________________________
Joseph J. Gorfida, Jr., City Attorney
(09-19-14/68309)

ATTEST:

__________________________________
Kathy Wingo, TRMC, MMC, City Secretary
Name & Title of Requestor: Jim Kitchens, Fire Chief

Agenda Item:

Consider providing guidance to Emergicon, the City’s Emergency Medical Services Billing Agency, regarding the City’s Emergency Medical Services (EMS) billing practices.

Background Information:

Currently, the City of Lucas through its contractual relationship with Emergicon LLC, generates an invoice for every patient anytime Emergency Medical Services (EMS) is activated, even if we do not treat or transport the patient. Our concern is that by billing every patient for every EMS call, eventually some may decide not to request EMS knowing they will receive a bill. It is important to consider that in these emergency situations, often the request for an emergency medical response is made by a third party. The attached Emergicon questionnaire outlines several questions pertaining to situations regarding billing for services for your consideration and includes staff recommendations for each topic. Staff is seeking clarification and guidance from the City Council regarding specific situations involving billing for emergency medical services.

Attachments/Supporting Documentation:

1. Emergicon Billing Questions for the City of Lucas
2. Standard Operating Procedures for Collections (Emergicon)
3. Emergicon contract signed December 2013

Budget/Financial Impact:

Although collection practices may negatively impact our fees generated by emergency medical services, staff is sensitive to the fact that our citizens financial support our emergency medical operations through the taxes paid to the City. In evaluating our current practice, staff believes that good judgment needs to be
exercised and encourage our citizens to seek assistance when appropriate. By incorporating the information outlined in the questionnaire, citizens will be more likely to call 911 for a possible medical emergency. The Fire Department has received some calls from citizens seeking clarification on our billing practices. The Fire Department does not want to create an atmosphere where patients are hesitant to call for medical assistance.

**Recommendation:**

Staff recommends incorporating the information provided in the Emergicon questionnaire into the City’s billing policies, seeks City Council guidance on question #4 and allow Emergicon to serve as the City’s collection agency in compliance with Emergicon’s Standard Operating Procedures for Collections.

**Motion:**

I make a Motion to direct staff to provide Emergicon LLC with written clarification regarding the City’s billing policy relating to the provision of emergency medical services and authorize Emergicon to serve as the City’s collection agent in compliance with Emergicon’s Standard Operating Procedures for Collections.
STATE OF TEXAS §   SERVICE AGREEMENT
COUNTY OF COLLIN §

This Service Agreement ( "Agreement") is made by and between the City of Lucas, Texas ("Provider") and Emergicon, LLC, a Texas corporation ("Emergicon"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals

WHEREAS, Emergicon provides billing and collections services, and other support services (the "Services") to local government agencies, municipalities, fire departments, ambulance providers, and medical emergency services;

WHEREAS, Provider, as part of its overall activities, provides emergency and ambulance services, including emergency medical responses, and other patient encounters and/or patient ambulance transportation (the "Ambulatory Services"); and

WHEREAS, Provider is desirous of obtaining the services of Emergicon.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

Article I
Term and Termination

1.01 Term. Subject to the terms and conditions set forth herein and except as provided in Section 1.02, the initial term of this Agreement shall be for a period of three (3) years from the date of this Agreement. The Agreement shall continue for additional one-year periods following the Initial Term (such initial term, together with all extensions thereof, shall be referred to herein as the "Term") If neither Party to this Agreement provides 30-days advance, written notice of termination to the other Party to the end of the Term.

1.02 Termination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either Party, without cause and without liability (except for continuing obligations during such period), upon thirty (30) days advance written notice to the other Party.

1.03 Obligations During Notice Period. During the 30-day notice period specified in Sections 1.02, Emergicon shall be entitled to receive compensation for all Accounts (as defined in Section 2.01) billed and collected with respect to the Services and for all other activities performed pursuant to this Agreement, and shall be entitled, after the end of the termination period to receive compensation for all amounts billed during the termination period but not collected until after the end of the termination period. Emergicon shall be continue to provide services as prescribed in the agreement during the 30 day notice period and fully comply with all terms of the Agreement.
1.04 **Obligations on Termination.** Upon termination of the Agreement, for whatever cause, Emergicon will immediately return all original medical records to Provider and shall provide to Provider a digital copy all records related to Provider. Emergicon shall retain copies of all patient care reports, invoices/claim records, remittance advice documents and all other PHI of Provider's patients (as the term “PHI” is defined in Section 6.01 of this Agreement) for a period of 10 years, as described in Section 5.01 of this Agreement and in compliance with Section 6.01 of this Agreement.

1.05 **Mailing of Notices.** Any notice required or permitted pursuant to this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by U.S. mail, as certified or registered mail, with postage prepaid, addressed as follows:

If to the Provider:

City of Lucas  
665 Country Club Road  
Lucas, Texas 75002  
Attention: City Manager  
Fax: 972-727-0091

With a Copy to:

Joe Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201

If to Emergicon:

Emergicon, LLC  
1717 McKinney Avenue  
Suite 700  
Dallas, Texas 75201  
Attention: Christopher Turner  
Fax: 903-887-1863

Each Party shall be entitled to specify a different address by giving five (5) days' written notice to the other Party. All such notices and communications shall be deemed to be received the same day if by fax (provided the sender has a fax machine/fax database generated proof of receipt) and in three (3) business days if by mail.
Article II
Billing & Collections

2.01 Billing. During the Term, Emergicon shall be responsible for the billing of charges and fees relating to the Services as directed by and provided by Provider, including, but not limited to, private insurance, Medicare, Medicaid, and other governmental programs relating to:

(a) patient encounters that occur during the Term; and

(b) other patient encounters forwarded to Emergicon for billing.

(Note: each set of such charges and fees for the Services related to an individual patient encounter may be referred to herein as an “Account” or, collectively, the “Accounts”).

2.02 Compensation. In consideration for Emergicon providing the Provider with the agreed upon billing services described in this article, the Provider will compensate Emergicon per Addendum A.

2.03 Collection Efforts. If Provider 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.

If Provider instructs Emergicon to place accounts with a third party collection service, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Three Percent (3%) of the total amount collected on the account.

All fees shall be payable monthly within thirty (30) days of receipt of invoice.

2.04 Records of Patient Encounters.

(a) Emergicon shall use its reasonable best efforts to bill all Accounts within three (3) business days of such patient encounter. Such records shall be deemed to be the property of Provider, but Emergicon shall have the right to duplicate and retain paper or electronic copies of the records as further described in Section 1.04 and 5.01 of this Agreement. If the records exist only in electronic form, each electronic copy shall be deemed to be an original for the purposes of this Agreement. Provider shall have no obligation to forward original medical records during the 30-day notice period regarding termination as set forth in Paragraph 1.02.

(b) Provider acknowledges that Emergicon has no responsibility for complying with all provisions of Title 42 C.F.R. Section 410.40 which states, in part, that an ambulance service bears the responsibility for obtaining Physician Certification Statements (“PCS’s”). Provider further understands and concurs that Emergicon is neither an ambulance service nor an ambulance provider within the definitions as set forth by the Centers for Medicare and Medicaid Services.
2.05 Requests for Copies. Requests for copies of medical records should be submitted directly to Provider. Provider may authorize release of the records such that the release is in accordance with the standards and time requirements established by State and Federal law, including but not limited to the requirements of Section 773.091 Texas Health and Safety Code, as well as the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology and Clinical Health Act (HITECH Act).

2.06 Activity Reports. Emergicon shall provide to Provider summary and detail monthly reports of all billing activities that occurred during the preceding month as requested by the Provider by the fifth (5th) business day of the month.

2.07 Information Received by Provider. To the extent that Provider receives payments or original copies of documentation directly, Provider shall forward to Emergicon copies of checks, Explanations of Benefits and/or other documentation within ten (10) business days of the date of receipt of payment by Provider.

2.08 Support Services. Emergicon will provide patients and personnel of Provider with telephone support services during normal business hours (Monday - Friday from 9:00 a.m. to 5:00 p.m.) except on public holidays or other holidays as established by Emergicon.

2.09 Obligation for Payment. Payment in accordance with this Article Two shall be due and owing to Emergicon by Provider for all Accounts collected during the Term and collected after the Term but billed during the Term by Emergicon regardless of whether payment was made to Emergicon or to Provider.

Article III
Indemnification and Fidelity Bond

3.01 Emergicon’s Indemnification.
(a) EMERGICON AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS PROVIDER, 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.

(b) 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.

(c) 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 PROVIDER AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(d) IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST PROVIDER IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, EMERGICON SHALL BE REQUIRED, ON NOTICE FROM PROVIDER, TO DEFEND SUCH ACTION OR PROCEEDINGS AT EMERGICON'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO PROVIDER. 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.

3.02 Fidelity Bond. Emergicon shall keep and maintain during the term of this Agreement a fidelity bond with a qualified insurer of no less than $120,000.00.
3.03 Insurance. Emergicon shall keep and maintain during the term of this Agreement Errors & Omissions Liability insurance with a qualified insurer of no less than $1,000,000.00.

Article IV
Confidentiality

4.01 Property of Emergicon. Provider agrees that Emergicon’s equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of Emergicon, and that Provider will not release any information regarding such trade secrets to any third party without the prior written consent of Emergicon.

4.02 Fact of Contractual Relationship May Be Disclosed. Notwithstanding the foregoing, either Party may, without the prior written consent of the other Party, disclose the existence of a contractual relationship between the parties.

Article V
Audits

5.01 Accurate Books and Records. During the Term and for a period of ten (10) years thereafter, each Party agrees to maintain accurate books and records associated with the billing and collections made the subject of this Agreement.

5.02 Right to Audit. Upon reasonable written notice, either Party may audit the books and records of the other Party insofar and only insofar as such books and records relate or pertain directly to this Agreement. Such audit shall be conducted at the office of the Party being audited, shall be during normal business hours, and shall be at the sole cost and expense of the Party conducting the audit.

5.03 Penalty for Underpayment. If an audit reveals that a Party has failed to pay any amount or portion of any amount due or payable under this Agreement and such amount is in excess of Twenty Thousand Dollars ($20,000.00), the Party being audited shall pay to the auditing Party the full cost of the audit and the full amount due or payable plus interest at the rate of ten percent (10%) per annum from the date(s) of non-payment.

Article VI
Protected Health Information

6.01 HIPAA Compliance. Emergicon shall carry out obligations to protect the privacy and security of protected health information (“PHI”) under this Agreement 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"). In conformity therewith, Emergicon shall use or disclose PHI only if such use or disclosure is in compliance with each applicable requirement of the HIPAA privacy regulations found at 45 CFR § 164.504(e) and shall comply with the HIPAA security regulations made directly applicable to business associates under the HITECH Act. Emergicon will protect the privacy and security of any personally identifiable PHI that is collected, processed or learned as a result of the services provided to the Provider and Emergicon agrees that it will:

a) Not use or further disclose PHI except as permitted under this Agreement or required by law;

b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.

c) Mitigate, to the extent practicable, any harmful effect that is known to Emergicon of a use or disclosure of PHI by Emergicon in violation of this Agreement;

d) Report to Provider any use or disclosure of PHI not provided for by this Agreement of which Emergicon becomes aware;

e) Ensure that agents or subcontractors to whom Emergicon provides PHI, or who have access to PHI created or received by Emergicon on behalf of the Provider, agree to the same restrictions and conditions that apply to Emergicon with respect to such PHI;

f) Make PHI available to Provider and to the individual who has a right of access as required under HIPAA within ten (10) days of the request by Provider on behalf of the individual. To the extent PHI is maintained in an electronic health record, Emergicon shall provide the individual with a copy of such information in electronic format, as required by the HITECH Act;

g) Incorporate any amendments to PHI when notified to do so by Provider;

h) Provide an accounting of all uses or disclosures of PHI made by Emergicon as required under the HIPAA privacy rule and the HITECH Act within sixty (60) days; and

i) Make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Emergicon on behalf of the Provider available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon’s and Provider’s compliance with HIPAA and the HITECH Act.

j) At the termination of this Agreement, return or destroy all PHI received from, or created or received by Emergicon, and if return is infeasible, the protections of this Section will extend to such PHI;
k) Restrict the disclosure of PHI to a health plan for purposes of carrying out payment or healthcare operations if the Provider authorizes or requests Business Associate to do so;

l) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of the Provider;

m) Implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of the HIPAA Security Rule;

n) Report to Covered Entity any security incident (as defined by the HIPAA Security Rule) of which Emergicon becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to the Provider of any loss of data or other information system compromise as a result of the incident;

o) Notify the Provider of a breach of unsecured PHI following Emergicon’s discovery of a breach without unreasonable delay and in no case later than 60 calendar days after discovery, and provide to the Provider: (a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by Emergicon to have been, accessed, acquired, used, or disclosed during the breach; and (b) any other available information that Emergicon is required to include in notification to affected individuals;

p) Secure all PHI in accordance with the technologies and methodologies specified by guidance from the Secretary of HHS, issued pursuant to the HITECH Act; and

q) Assist the Provider in complying with its Red Flag 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 the Provider’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 the Provider agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Provider 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 the Provider of any threat of identity theft as a result of the incident.

6.02 HIPAA Disclosures. The specific uses and disclosures of PHI that may be made by Emergicon on behalf of Provider include:

a) The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Provider to its patients;
b) Preparation of reminder notices and documents pertaining to collections of overdue Accounts;

c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Provider to its patients or to appeal denials of payments for same;

d) The preparation and release of medical records to patients or their legal representatives as permitted by HIPPA privacy and security rules and the HITECH Act;

e) Uses required for the proper management of Emergicon as a business associate; and

f) Other uses or disclosures of PHI as permitted by HIPAA privacy and security rules.

6.03 HIPAA Breach Provisions. Notwithstanding any other provisions of this Agreement, 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 were unsuccessful, either terminate the Agreement (if feasible), or if termination is infeasible, report the problem to the Secretary of the Department of Health and Human Services.

Article VII
Miscellaneous

7.01 No Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

7.02 Provisions Construed Separately. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that any term or provision herein shall be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and shall be interpreted as if the invalid term or provision were not a part hereof.

7.03 Final Agreement. This Agreement sets forth the entire, final and complete understanding between the parties hereto relevant to the subject matter of this Agreement. No waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed on behalf of both parties.

7.04 Performance of Agreement, Venue; Choice of Law. Provider understands and agrees that Emergicon will be performing this contract in Dallas County, Texas. The venue for any disputes or causes of action that may arise out of this Agreement is the state and county
courts located in Dallas County, Texas. The provisions of this Agreement shall be determined in accordance with the laws of the State of Texas excluding the choice of law provisions thereof.

7.05 Heads. The headings of this Agreement are for ease of reference only and are not intended to limit or restrict the terms hereof.

7.06 Binding Nature of Agreement. This Agreement is binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7.07 Compliance with Laws Generally. Emergicon shall comply with all applicable laws, orders, rules, or regulations of all governmental agencies bearing on its performance hereunder. If so requested by Provider, Emergicon shall submit appropriate evidence of such compliance.

7.08 Independent Contractor. It is understood and agreed that Emergicon is an independent contractor. Nothing herein contained shall be construed to create any partnership, joint venture, or joint enterprise between the parties.

7.09 Non-Profit Status Determination Letter. If Provider is a not-for-profit entity, Provider shall provide a duplicate of its letter determining its not-for-profit status with the Internal Revenue Service. In providing such letter, Provider further represents and warrants to Emergicon that it has done every act necessary to maintain its not-for-profit status with the Internal Revenue Service and is not aware of any pending, threatened or actual revocation of its not-for-profit status.

7.10 Appendices. Emergicon and Provider may enter into various appendices to this Agreement from time to time and at any time regarding additional services. Such appendices shall be considered part of this Agreement as if set forth herein at length unless such appendix provides otherwise.

7.11 Assignment. Neither Party shall assign or otherwise transfer this Agreement, any interest in this Agreement, or any right or obligation hereunder to any other Party without the written consent of the other Party.

7.12 Attorneys' Fees. Should it become necessary for either Party to employ an attorney to enforce any of the terms and conditions hereof, including the collection of fees, either Party shall do so at their sole cost and expense.

(signature page to follow)
EXECUTED this 5th day of December, 2013.

City of Lucas, Texas

By:  
Dan Savage, Interim City Manager

Approved as to form:

By:  
Joe Gorfida, Jr., City Attorney
(JGG/11-19-13/63632)

EXECUTED this_j__th_day of_Jan__________, 2013.

Emergicon, LLC

By:  
Name: CHRISTOPHER TURNER
Title: CEO
ADDENDUM A

This document is an addendum to the Service Agreement between Emergicon, L.L.C. and the City of Lucas. It is understood that the following software is being purchased from ESO Solutions by City of Lucas through a Service Agreement with Emergicon, L.L.C.

<table>
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<tr>
<th>QUOTE LINE ITEMS</th>
<th>Quantity</th>
<th>List Price</th>
<th>Discounts</th>
<th>Total Price</th>
<th>Line Item Description</th>
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<tbody>
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<td>ePCR Suite w/Quality Management &lt; 600 Incidents</td>
<td>1.00</td>
<td>$2,795.00</td>
<td>$279.50</td>
<td>$2,515.50</td>
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<tr>
<td>ePCR Mobile</td>
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<td>$69.50</td>
<td>$625.50</td>
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<tr>
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<td>$3,595.50</td>
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<tr>
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<td>One-Time Cost</td>
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<tr>
<td>Services - Training</td>
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</tr>
<tr>
<td>Services - Training Travel Costs</td>
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<td>$750.00</td>
<td>$0.00</td>
<td>$750.00</td>
<td>One-Time Cost</td>
</tr>
</tbody>
</table>

Full Price $13,225.00
Sum of Discounts $4,743.50
Grand Total $8,481.50

Emergicon agrees to pay the above mentioned software fees to ESO Solutions.

The contract between ESO Solutions and City of Lucas will automatically renew annually according to the ESO Solutions Software License Agreement.

Cancellation fees
Should City of Lucas terminate Emergicon’s Service Agreement or ESO’s Subscription Agreement within twelve (12) months of the date of this Addendum, City of Lucas will be responsible for full payment to Emergicon of a cancellation fee equal to the total cost ($10,387.00). Emergicon will invoice City of Lucas upon written notice of cancellation and payment will be due 30 days from cancellation date.

Compensation
In consideration for providing the agreed upon billing services in the Service Agreement and ESO Pro Suite detailed above, City of Lucas will amend Section 2.02 of the Service Agreement to pay Emergicon eleven percent (11%) of the total amount collected on the Account.

Emergicon, L.L.C.

By: [Signature]
Name: Christopher Turner
Title: President & CEO
Date: 20 Jan 2014

City of Lucas

By: [Signature]
Name: Dan Savage
Title: Interim City Manager
Date: December 5, 2013

Addendum A
City of Lucas/Emergicon
Service Agreement
**Questions:**

1. **Do we balance bill residents?**
   
   Staff recommends not to balance bill residents.

2. **Do we bill Treatment No Transport? If yes, define treatment no transport.**
   
   Staff recommends to allow the EMS Officer discretion in billing for BLS or ALS intervention or medication administration.

3. **Do we bill patient and/or insurance for city employees? Do we bill families and/or insurance of city employee? Bill Workers Comp?**
   
   Staff recommends we bill patient and/or insurance of city employees and/or their families, however we recommend city employees be billed as a city resident.

   Staff recommends that we bill Worker’s Compensation.

4. **Is there a discount for payment in full?**
   
   Staff is seeking your guidance with this question.

5. **Do we write off deceased patients or pursue estate? If no estate, do we write off? Require Death Certificate?**
   
   Staff recommends we bill Insurance/Medicaid/Medicare, but not the patient, patient’s family, or the estate. In essence this could be considered “no balance billing”. Staff recommends not requiring the death certificate.

6. **Can we perform collections work on the accounts?**
   
   Staff recommends Emergicon pursue collections in a professional manner. See attached Emergicon SOP for details. Staff recommends not to allow Emergicon to use a third-party collection agency.

7. **What amount is considered as a small balance write-off?**
   
   Staff recommends $200 as the small balance write-off after one year of collection attempts. This is not from the date of service, but from the date of the first collection attempt. See attached Emergicon SOP for details.
EMERGICON LLC

Standard Operating Procedures for Collections

Purpose
Maximizing our client’s cash collections, while treating their patient with dignity and respect if a priority at Emergicon. The purpose of this policy is to ensure the effectiveness and quality of non-standard EMS billing collections by Emergicon’s Collections Department.

Procedure

- After the general EMS billing reimbursement process is complete a statement is sent to the patient. This is typically five days after transport for Private Pay and thirty days for all other payers.

- After the initial statement is sent to the patient, the account is “scrubbed” for additional insurance by a staff member of the Quality Assurance and Quality Improvement Department. In this way, the account is re-verified as due from the patient or a payer is identified.

- Once the results of the scrub are finalized another statement is sent to the patient either showing the full balance or balance after insurance.

- Within 15 days of the second statement, collections calls begin. Collection calls are not automated and are systematic by client and by balance.
  - The first call to the patient is for the purposes of introducing the patient to their Collections Representative and outlining any option(s) available to pay the account balance. If no contact is made a message is left and a second attempt is made to contact the patient in 10 days.
  - If no contact with the patient is made on a second attempt a second message is left and a statement is sent to the patient (This account will be contacted again within 30 days).
  - If contact is made with patient and the patient indicates ability to pay, payment in full is collected and once posted to the patient’s account, a zero balance statement is sent. Collector expresses thanks to the patient.
  - If contact is made and patient indicates an inability to pay less than the full balance of the transport, payment for the agreed upon amount is taken. The collector thanks the patient for the payment and negotiates a payment plan for the remaining amount, address is verified and a statement is sent.
If contact is made and the patient is unable to pay any of the outstanding balance, the collector reaffirms options to pay and expresses understanding of the patient’s situation, the patient’s address is verified and a statement is sent.

**Delinquent accounts**

In the event we do not have good contact information for the patient, that patient’s account is placed into our skip trace process whereby once a week, we attempt to locate the patient using the various industry standard tools at our disposal.

After ninety days of unsuccessful attempts to contact the patient, the account is placed in collections [per city ordinance] or referred back to the client for Bad Debt write off.
Name & Title of Requestor: City Council

Agenda Item:
The City Council pursuant to Section 551.074 of the Texas Government Code (Personnel Matters) may convene into Executive Session to conduct the annual evaluation for the City Secretary.

Background Information:
N/A

Attachments/Supporting Documentation:
N/A

Budget/Financial Impact:
N/A

Recommendation:
N/A
Name & Title of Requestor: City Council

Agenda Item:
Take any action as necessary as a result of the Executive Session.

Background Information:
N/A

Attachments/Supporting Documentation:
N/A

Budget/Financial Impact:
N/A

Recommendation:
N/A

Motion:
I make a Motion to....
Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:
Adjournment.

Background Information:
N/A

Attachments/Supporting Documentation:
N/A

Budget/Financial Impact:
N/A

Recommendation:
N/A

Motion:
I make a Motion to adjourn the meeting at _______ p.m.