MASTER CONTRACT

Centralized EMS Medical Direction Agreement

Agreement for Emergency Medical Services

AGREEMENT INFORMATION

EMS AGENCY LEGAL NAME	PRIMARY JURISDICTION	EFFECTIVE DATE
Bowie Fire District	Bowie Fire District	1/1/2027
PROPOSAL/BID NUMBER	PRICE-LOCK DATE (PROPOSAL ACCEPTANCE)	INITIAL TERM END DATE
	11/19/2026	12/31/2028

This Centralized EMS Medical Direction Agreement (the "Agreement") is entered into by and between International Medical Direction, LLC, an Arizona limited liability company ("IMD"), and the EMS agency identified above ("EMS AGENCY"). IMD and EMS AGENCY may each be referred to as a "Party" and collectively as the "Parties."

This Agreement incorporates the accepted Proposal/Bid, which is the schedule of agreed services and pricing; Attachment A – IMD Price List, which is a price list only; and, when applicable, Attachment B – Wildland, EMAC, Disaster and Out-of-Jurisdiction Medical Direction Requirements ("Attachment B").

This Agreement governs EMS operations conducted by EMS AGENCY at its authorized service locations within the Primary Jurisdiction identified above. Services or operations outside the Primary Jurisdiction are governed by this Agreement and, when applicable, Attachment B.

For regulatory compliance, including controlled substance registration, procurement, storage, tracking, and accountability, the Parties acknowledge that DEA registrations, controlled substance oversight, and related compliance activities under this Agreement shall be established, maintained, and limited to the Primary Jurisdiction except as expressly permitted by Applicable Law and authorized in writing by IMD.

RECITALS

WHEREAS, IMD is a physician-led Emergency Medical Services medical direction organization that provides administrative medical direction, online medical control, clinical oversight, quality management, education, and related compliance services;

WHEREAS, EMS AGENCY requires qualified physician medical direction to support its personnel, clinical operations, and regulatory compliance obligations;

WHEREAS, the Parties recognize that medical direction authority is physician-controlled and conditioned upon compliance with Applicable Law, this Agreement, and Medical Direction Requirements issued within the lawful authority of the Medical Director;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

SECTION 1 – DEFINITIONS

1.1 Applicable Law.

All federal, state, territorial, tribal, and local statutes, regulations, rules, orders, licensing requirements, EMS requirements, DEA requirements, and other legally binding requirements applicable to the services or operations at issue.

1.2 Lead Medical Director.

The physician designated by IMD to provide or supervise administrative medical direction for EMS AGENCY in the Primary Jurisdiction.

1.3 Medical Direction Requirements.
Clinical, educational, quality, compliance, communication, reporting, medication, and operational conditions issued or approved by the Lead Medical Director within the physician's lawful authority, including requirements stated in this Agreement, its attachments, protocols, guidelines, standing orders, deployment packets, training, written directives, or other written medical direction communications.

1.4 Service Area.
The Primary Jurisdiction and any additional location or operational activity expressly authorized in writing by IMD under this Agreement or Attachment B.

1.5 Attachment A – IMD Price List.
The effective-dated IMD Price List issued by IMD as Attachment A, as updated from time to time under Section 6.1.2. Attachment A states IMD's standard rates, billing units, standard included professional-service allocations, additional professional-time rates, and related billing terms for IMD services. Attachment A is a price list only. It is not a schedule of agreed services, does not by itself select or commit EMS AGENCY to any service, and does not create a charge merely by being issued or updated.

1.6 Writing; Written.
A written instrument, amendment, letter, email, electronic communication through an IMD-approved system, or other reproducible written communication. Oral statements do not amend this Agreement or waive a Medical Direction Requirement unless confirmed in writing by an authorized IMD representative.

1.7 Administrative Medical Director.
The Lead Medical Director and any other physician assigned by IMD to perform administrative medical-direction functions for EMS AGENCY. Administrative Medical Direction is distinct from real-time patient-care Online Medical Direction under Section 2.2.

1.8 Governed Professional Service Hours.
The professional-service capacity included with designated contracted services for substantial professional work performed by an EMS Coordinator, EMS Manager, Administrative Medical Director, or other designated professional role. Governed Professional Service Hours do not include Normal and Customary Administrative Support or, unless expressly stated otherwise in the accepted Proposal/Bid, Online Medical Direction provided under Section 2.2. Applicable allocations, reconciliation periods, delivery requirements, and additional professional-time rates are stated in the accepted Proposal/Bid. Attachment A states IMD's standard allocations, which the accepted Proposal/Bid adopts unless it states otherwise.

1.9 Normal and Customary Administrative Support.
Routine administrative telephone calls, emails, electronic communications, brief consultations, account coordination, scheduling, clarification of existing Medical Direction Requirements, and similar ordinary communications reasonably necessary to administer the contracted medical-direction relationship. Normal and Customary Administrative Support is included in the recurring contracted service and does not consume Governed Professional Service Hours.

1.10 Online Medical Direction.
Real-time patient-care physician consultation, medical control, physician orders, protocol consultation, or other clinical direction furnished to EMS personnel under Section 2.2. Online Medical Direction is separate from Administrative Medical Direction and from Normal and Customary Administrative Support.

1.11 Accepted Proposal/Bid.
The Proposal/Bid signed by both Parties, together with any later add-on order, amended Proposal/Bid, or amendment accepted in writing by both Parties. The accepted Proposal/Bid is the schedule of agreed services and pricing under this Agreement. It states the services EMS AGENCY has selected, quantities, agreed rates, billing arrangement, included Governed Professional Service Hours, and other client-specific commercial terms.

1.12 Price-Lock Date.
The date the Proposal/Bid is accepted by both Parties. The Attachment A in effect on the Price-Lock Date sets the amount of each Triggered Charge for the term, as provided in Section 6.1.4.

1.13 Triggered Charges.
Charges that arise from an event or condition rather than from a service selection, including Deployment fees, the Deployment Without Required Notice charge, Significant ALS Event contingency fees, diversion investigation charges, and similar contingency charges stated in Attachment A.

SECTION 2 – IMD RESPONSIBILITIES

2.1 Medical Director Appointment.

2.1.1 Appointment.
IMD shall designate a physician Medical Director licensed or otherwise authorized as required by Applicable Law in the Primary Jurisdiction who shall assume responsibility for medical direction of EMS AGENCY personnel operating under IMD authority.

2.1.2 Medical Authority.
The Lead Medical Director shall establish, approve, maintain, and enforce clinical guidelines, standing orders, protocols, competency requirements, and other Medical Direction Requirements within the physician's lawful authority.

2.1.3 Patient-Care Accountability.
IMD shall provide physician oversight consistent with Applicable Law. Nothing in this Agreement transfers EMS AGENCY's operational management responsibilities to IMD.

2.2 Online Medical Direction.

2.2.1 Availability.
IMD shall provide continuous 24/7/365 access to Online Medical Direction by an appropriately licensed physician, subject to communications availability and Applicable Law.

2.2.2 Support Personnel.
Qualified clinical staff may facilitate communications, but non-physician personnel shall not independently issue physician medical orders.

2.2.3 Commercial Treatment and Separation from Administrative Services.
Unless the accepted Proposal/Bid expressly provides otherwise, Online Medical Direction is included within the recurring contracted service and does not consume Administrative Medical Director Governed Professional Service Hours or generate an additional professional-time charge. IMD may offer future service classifications that include defined Online Medical Direction utilization, professional-time allocations, or additional-use charges, but no such limitation or additional-use charge applies unless expressly stated in an accepted Proposal/Bid for the applicable contract term.

2.3 Clinical Coordination and Oversight.
IMD may appoint a qualified EMS Coordinator or EMS Manager or other clinical support personnel to coordinate quality improvement, credentialing, education, medication compliance, and operational communication on behalf of the Lead Medical Director.

2.3.1 Business-Hours Availability.
EMS Coordinator or EMS Manager and non-physician clinical support availability is limited to normal business hours, 9:00 AM through 5:00 PM, Monday through Friday, excluding federal holidays. This limitation does not alter IMD's separate continuous 24/7/365 physician Online Medical Direction availability under Section 2.2.

2.3.2 Normal and Customary Administrative Support.

Routine administrative telephone calls, emails, electronic communications, brief consultations, coordination, scheduling, clarification of existing Medical Direction Requirements, and similar normal and customary communications between EMS AGENCY and its assigned EMS Coordinator or EMS Manager are included within the recurring contracted service. Normal and customary administrative telephone calls, emails, brief consultations, and similar routine communications with the Lead Medical Director or other assigned Administrative Medical Director are likewise included. Such routine administrative support does not consume Governed Professional Service Hours and is not separately billable as additional professional time.

2.3.3 Substantial Professional Work.

Substantial professional services requiring dedicated work time, including substantial project work, formal training preparation or delivery, investigations, sentinel-event review, substantial quality-management or case-review activity, audits, regulatory or controlled-substance projects, protocol or policy development, remediation programs, competency activities, substantial scheduled professional meetings, research, written analysis, or other comparable professional work, shall be applied against the applicable Governed Professional Service Hours. A routine communication that results in separate substantive professional work does not itself become billable; the dedicated substantive work resulting from the communication is the professional activity counted against the applicable allocation.

2.4 Continuous Quality Improvement.

(a) IMD may establish or participate in case review, protocol-compliance review, clinical trend analysis, sentinel-event review, remediation, and corrective-action processes. (b) IMD may require documentation, interviews, education, remediation, or temporary restriction of medical direction privileges when reasonably necessary for patient safety or regulatory compliance. (c) CQI findings and physician-directed corrective actions shall be communicated to EMS AGENCY as appropriate.

2.5 Medication and Controlled Substance Oversight.

IMD shall provide medical oversight of the EMS AGENCY medication formulary and controlled-substance accountability requirements within the scope of this Agreement. Operational custody, procurement, storage, inventory management, and physical security remain EMS AGENCY responsibilities except where expressly assumed by IMD in writing.

2.6 Education and Training.

IMD may provide or coordinate continuing medical education, remediation, protocol updates, and competency validation. The Lead Medical Director may designate training as mandatory when reasonably related to patient safety, clinical competency, quality findings, protocol changes, or regulatory requirements. EMS AGENCY will have 60 calendar days to complete required training unless IMD establishes a different reasonable deadline in writing based on the nature or urgency of the requirement.

2.7 Out-of-Jurisdiction Deployment Support.

When EMS AGENCY participates in a Deployment governed by Attachment B, IMD shall provide the medical-direction support expressly described in Attachment B and any deployment-specific written authorization or Deployment Packet issued by IMD.

SECTION 3 – EMS AGENCY RESPONSIBILITIES

3.1 Personnel Compliance.

(a) Maintain valid licensure, certification, credentialing, and good standing for all personnel operating under IMD medical direction. (b) Ensure each provider operates only within the provider's lawful and IMD-approved scope of practice. (c) Maintain a current roster and provide credentialing information to IMD upon request. (d) Notify IMD within one (1) business day of personnel status changes affecting authorization or clinical privileges.

3.2 Clinical Operations.

EMS AGENCY retains responsibility for dispatch, deployment, staffing, scheduling, personnel management, equipment, vehicles, supplies, scene operations, and other non-physician operational decisions. Clinical care shall comply with IMD-approved guidelines, protocols, standing orders, and Online Medical Direction.

3.3 Patient Care Reporting.

(a) Complete a patient care report for every patient encounter as required by Applicable Law. (b) Provide IMD access to patient care records within seventy-two (72) hours of the encounter, or sooner when requested for a sentinel event, investigation, regulatory matter, or patient-safety concern. (c) Preserve records and transfer-of-care documentation in accordance with Applicable Law. IMD is not the custodian of EMS AGENCY records unless expressly agreed in writing.

3.4 Participation in CQI, Audit, and Investigation.

EMS AGENCY shall cooperate fully with IMD quality management, audit, inspection, investigation, remediation, and corrective-action activities and shall timely implement physician-directed corrective actions within the Lead Medical Director's lawful authority.

3.5 Education Compliance.

EMS AGENCY shall ensure personnel complete required continuing education, protocol updates, remediation, and competency validation within timelines established by IMD. Completion of required education may be made a condition of continued clinical authorization.

3.6 Fitness for Duty and Substance Use Compliance.

(a) EMS AGENCY shall ensure all personnel operating under IMD medical direction are fit for duty and not impaired by alcohol, controlled substances, or other mind-altering substances. (b) Reasonable suspicion of impairment shall require immediate removal from patient care and prompt testing in accordance with Applicable Law and EMS AGENCY policy. (c) Refusal to submit to required testing or confirmed impairment may result in individual suspension, mandatory reporting, or agency-level corrective action or termination for systemic noncompliance.

3.7 Compliance with Attachments and Medical Direction Requirements.

EMS AGENCY shall comply with the accepted Proposal/Bid, Attachment B when applicable, and all lawful Medical Direction Requirements. Compliance with Attachment B is a material condition of IMD medical direction for any Deployment covered by Attachment B.

SECTION 4 – CONTROLLED SUBSTANCES AND MEDICATION COMPLIANCE

4.1 Regulatory Framework.

The Parties shall comply with the Controlled Substances Act, applicable DEA regulations, the Protecting Patient Access to Emergency Medications Act of 2017, applicable state law, and other Applicable Law governing EMS medications and controlled substances.

4.2 Multi-State DEA Registration Responsibility.

EMS AGENCY is responsible for obtaining and maintaining each DEA registration, state authorization, and agency registration required for its operations. When EMS AGENCY stores or maintains a permanent location of controlled substances in more than one state, EMS AGENCY shall maintain a separate DEA registration for each state as required by Applicable Law. IMD shall provide the physician medical-direction oversight, documentation, attestations, standing-order support, and reasonable clinical assistance required of the Medical Director for jurisdictions included within the contracted Service Area. The Primary DEA Registered Address and any additional DEA-registered, stationhouse, or designated controlled-substance locations used under this Agreement shall be maintained as described in Sections 4.2.1 and 4.2.2.

4.2.1 Primary DEA Registered Address.

The Primary DEA Registered Address for EMS AGENCY under this Agreement is stated below.

PRIMARY DEA REGISTERED ADDRESS

EMS AGENCY shall ensure that the address and associated registration information remain current with the DEA, applicable state authorities, and IMD. A relocation or replacement of the Primary DEA Registered Address requires prior written notice to IMD and completion of any registration, amendment, notification, or approval required by Applicable Law before controlled substances are stored or managed at the new location.

4.2.2 Additional DEA and Designated Controlled-Substance Locations.

Additional DEA-registered, stationhouse, or other designated controlled-substance locations presently associated with EMS AGENCY are stated below.

ADDITIONAL DEA AND DESIGNATED CONTROLLED-SUBSTANCE LOCATIONS

EMS AGENCY shall provide IMD written notice before adding, relocating, or deleting any DEA-registered, stationhouse, designated, permanent, or semi-permanent controlled-substance location. An addition, relocation, or deletion shall not be treated as authorized for IMD medical-direction or controlled-substance oversight until IMD has acknowledged the change in writing and EMS AGENCY has completed any notice, registration, approval, or other action required by the DEA, the applicable state, or other authority.

A properly documented addition or deletion of a location under this Section may be reflected in IMD records without requiring a separate amendment to this Agreement unless the change materially alters the Service Area, pricing, or another contractual term.

4.3 State Authorization and Designated-Location Requirements.

4.3.1 State Authorization.

For each state in which EMS AGENCY permanently stores or maintains controlled substances, EMS AGENCY shall complete the state EMS, pharmacy, controlled substance, or other authorization process required for EMS agency DEA registration or operation. IMD shall provide Administrative/Lead Medical Director information, attestations, and other physician documentation reasonably required as part of the applicable state authorization process.

4.3.2 Stationhouses and Designated Locations.

If EMS AGENCY intends to store controlled substances at an unregistered operating location, EMS AGENCY shall ensure the location qualifies as a stationhouse or other designated location under Applicable Law and shall provide all required notice to DEA and applicable state authorities before the first controlled-substance delivery or storage at that location. EMS AGENCY shall comply with any location-specific notification, restocking, recordkeeping, and security requirements, including time-limited notifications when triggered by Applicable Law.

4.3.3 Governmental Registration Fee Status.

Where EMS AGENCY qualifies as a governmental entity for exemption from DEA registration fees under Applicable Law, EMS AGENCY is responsible for claiming and documenting the exemption. IMD shall reasonably cooperate with supporting documentation within its possession or control.

4.4 Secure Storage and Access.

4.4.1 Authorized Access.

EMS AGENCY shall restrict access to controlled substances to personnel lawfully authorized to handle them and shall maintain physical safeguards appropriate to the storage environment.

4.4.2 Vehicles, Drug Boxes, and Mobile Inventory.

Mobile controlled-substance containers, jump bags, vehicles, cabinets, and safes shall be secured and maintained in accordance with Applicable Law and IMD requirements. EMS AGENCY is responsible for operational custody, physical security, access control, and chain of custody.

4.5 Storage Location Approval.

4.5.1 Prior Approval Required.

EMS AGENCY shall not establish, add, relocate, stage, maintain, or delete a permanent or semi-permanent controlled-substance storage location, including a DEA-registered location, stationhouse, designated location, or a location created through repeated staging of mobile drug boxes, without prior written notice to IMD and any approval, registration, designation, amendment, or notice required by the DEA or other authority. Location additions and deletions shall also comply with Section 4.2.2.

4.5.2 Material Breach.

Unauthorized relocation, concealment, storage, staging, access, or handling that materially compromises regulatory compliance, chain of custody, or security constitutes a Material Breach and may result in immediate restriction or suspension of controlled-substance authority and medical direction services.

4.6 Electronic Tracking, Records, and Chain of Custody.

EMS AGENCY shall maintain an IMD-approved or otherwise DEA-compliant electronic medication tracking system capable of documenting acquisition, inventory, assignment, administration, waste, transfer, reconciliation, discrepancy investigation, and final disposition. EMS AGENCY shall retain controlled-substance records for not less than the minimum period required by federal law and for any longer period required by applicable state law or other Applicable Law.

4.7 Standing Orders and Verbal Orders.

IMD shall provide or approve standing-order, verbal-order, and related medical-direction policies within the physician's lawful authority. EMS AGENCY shall implement and operationalize those policies in a manner consistent with DEA requirements, state law, provider scope of practice, documentation requirements, and IMD Medical Direction Requirements.

4.8 Inspection and Audit.

IMD may conduct scheduled or unannounced medication, DEA, storage, security, chain-of-custody, and compliance inspections. EMS AGENCY shall preserve and produce responsive records and shall not alter, conceal, destroy, or withhold material records relevant to an IMD audit or investigation.

4.9 Diversion and Significant Discrepancies.

Suspected diversion, unexplained loss, material discrepancy, unauthorized access, or other significant controlled-substance event shall be immediately reported to IMD and EMS AGENCY command staff and managed in accordance with Applicable Law and IMD requirements.

SECTION 5 – TERM, SUSPENSION, AND TERMINATION

5.1 Initial Term; Effective Date and Service Activation.

The initial term begins on the Effective Date and ends on the Initial Term End Date stated in the Agreement Information unless earlier terminated in accordance with this Agreement. This Agreement becomes effective upon execution by both Parties. Medical direction services shall commence on the later of: (a) the Effective Date specified by the Parties; (b) IMD's receipt of a fully executed Agreement; and (c) IMD's receipt and clearance of all required initial payments and startup amounts.

5.2 Renewal.

This Agreement automatically renews for successive one-year terms unless either Party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term.

5.3 Immediate Suspension by IMD.

(a) IMD may immediately suspend all or part of medical direction when reasonably necessary to address an imminent patient-safety risk, provider competency, regulatory compliance, controlled-substance security, loss or restriction of required authority, failure to cooperate with an investigation, a governmental or regulatory order, or a material violation of Attachment B. (b) Non-payment is governed by the notice and cure process in Section 6.5 and does not, by itself, authorize immediate suspension before expiration of the applicable cure period. (c) A suspension may apply to an individual provider, particular clinical privilege, controlled-substance authority, Deployment, location, program, or the entire EMS AGENCY relationship. (d) EMS AGENCY shall immediately cease any suspended activity until IMD provides written reinstatement.

5.4 Termination for Convenience After Initial Term.

Following expiration of the Initial Term, either Party may terminate this Agreement without cause upon at least sixty (60) days' prior written notice to the other Party. Termination under this Section does not relieve either Party of obligations accrued before the effective date of termination or obligations that expressly survive termination.

5.5 Termination for Material Breach.

Except as otherwise provided in this Agreement, either Party may terminate this Agreement for a Material Breach by the other Party by providing written notice describing the breach and allowing thirty (30) days after receipt of notice to cure the breach. If the breach is not cured within that period, termination may become effective upon further written notice. No cure period is required when immediate termination is reasonably necessary because of an imminent patient-safety emergency or a governmental or regulatory order requiring or compelling termination or cessation of the affected services.

5.6 Effect of Termination.

Termination or suspension does not extinguish accrued fees, deployment charges, audit obligations, indemnification duties, collection costs, record-preservation duties, Conversion Fees when applicable, or other provisions that by their nature survive termination.

SECTION 6 – PAYMENT FOR SERVICES

6.1 Accepted Proposal/Bid; Attachment A – IMD Price List.

6.1.1 Agreed Services and Pricing.

The accepted Proposal/Bid is the schedule of agreed services and pricing under this Agreement. It controls the services EMS AGENCY has selected, quantities, agreed rates, billing arrangement, prepayment terms, included Governed Professional Service Hours, and other client-specific commercial terms. Agreed rates in the accepted Proposal/Bid are fixed for the initial term.

6.1.2 Attachment A – IMD Price List; Updates.

Attachment A is IMD's price list and is incorporated into this Agreement for pricing reference. IMD may update Attachment A by giving EMS AGENCY at least sixty (60) days' written notice. An update applies only to services added after the update takes effect. An update does not change the agreed services, quantities, rates, or professional-service capacity in an accepted Proposal/Bid, and does not change the amount of any Triggered Charge fixed under Section 6.1.4.

6.1.3 Additional Services.

EMS AGENCY may add optional or additional services by written request, add-on order, amended Proposal/Bid, or amendment accepted in writing by both Parties. Unless IMD quotes a different price in writing, an added service is priced at the Attachment A rate in effect on the date the addition is accepted. That price is then fixed for the remainder of the current term.

6.1.4 Triggered Charges.

Each Triggered Charge is priced at the amount stated in the Attachment A in effect on the Price-Lock Date. That amount remains fixed for the initial term and any renewal term unless the Parties agree otherwise in writing. A Triggered Charge becomes due only when the triggering event or condition occurs.

6.1.5 Renewal Pricing.

IMD may propose revised pricing for a renewal term by delivering an updated Proposal/Bid at least sixty (60) days before the end of the then-current term. If EMS AGENCY does not accept the updated Proposal/Bid in writing, either Party may give notice of non-renewal under Section 5.2. If neither Party gives notice of non-renewal, the existing accepted Proposal/Bid pricing continues for the renewal term.

6.2 Initial Prepayment; Subsequent Recurring Payments.

The initial contract period shall be prepaid as stated in the accepted Proposal/Bid. Following the initial prepaid contract period, unless the accepted Proposal/Bid states otherwise, recurring services are furnished on a prepaid monthly retainer basis, with Monthly Retainers due no later than the twenty-fifth (25th) day of the month preceding the month of coverage.

6.3 Mandatory ACH Authorization.

EMS AGENCY shall execute and maintain required ACH authorization and valid banking information. A rejected, reversed, disputed, or returned ACH transaction is treated as non-payment as of the original due date, subject to the notice and cure provisions of Section 6.5 when applicable.

6.4 Start-Up and Initial Payments.

Any applicable Start-Up Fee, first Monthly Retainer or initial prepaid contract amount, and any other required prepaid amount shall be paid and cleared before activation of medical direction services.

6.5 Notice and Cure for Non-Payment.

Following the initial prepaid contract period, if a required payment is not received when due, IMD shall provide EMS AGENCY written notice of non-payment. EMS AGENCY shall have ten (10) business days after receipt of the notice to cure the payment default. If the default is not cured within that period, IMD may suspend all or part of medical direction services upon written notice. During any suspension, EMS AGENCY personnel shall not represent that they are operating under IMD medical direction or authority to the extent such authority has been suspended. Nothing in this Section limits IMD's right to take immediate action when required for patient safety, regulatory compliance, controlled-substance compliance, or another circumstance in which continued medical direction cannot lawfully or professionally be maintained.

6.6 Amounts Due Following Termination or Payment Default.

Upon termination of this Agreement or an uncured payment default, all amounts accrued, earned, invoiced, or otherwise due and unpaid as of the effective date of termination or default shall become immediately due and payable, together with any applicable Additional Fees, late charges, interest, collection costs, and enforcement expenses authorized under this Agreement. Except for amounts expressly identified elsewhere in this Agreement as independently earned or non-refundable, EMS AGENCY shall not be required solely by reason of termination or payment default to pay recurring service charges attributable to services that would have been provided after the effective date of termination.

6.7 Late Charges and Interest.

Any undisputed amount remaining unpaid after expiration of an applicable cure period may incur a late charge equal to the greater of One Hundred Dollars ($100.00) or five percent (5%) of the past-due amount. Any continuing unpaid balance may also accrue interest at the maximum lawful rate permitted under Arizona law when Arizona law governs, or otherwise at the maximum rate permitted by Applicable Law. In no event shall interest exceed the maximum rate permitted by Applicable Law.

6.8 Services During Payment Cure Period or Temporary Payment Gap.

Unless IMD has formally suspended the applicable service, services provided during a payment cure period or other temporary payment gap shall continue to be billed at the rate stated in the accepted Proposal/Bid or, for an added service, at the price fixed for that service under Section 6.1.3. A payment default or dispute does not, by itself, convert contracted services to a premium, non-contract, emergency, or higher rate unless that rate is independently triggered under this Agreement.

6.9 Good-Faith Billing Disputes; No Offset of Undisputed Amounts.

EMS AGENCY may temporarily withhold only the specific portion of an invoice that is subject to a documented, good-faith billing dispute, provided EMS AGENCY gives IMD written notice describing the disputed charge and the basis for the dispute within ten (10) business days after receipt of the applicable invoice. All portions of the invoice that are not subject to the good-faith dispute remain due and payable in accordance with this Agreement. The Parties shall cooperate in good faith to resolve the disputed amount promptly. Temporary withholding of a properly disputed amount in accordance with this Section shall not, by itself, constitute a payment default while the dispute is being actively resolved.

6.10 Collection and Enforcement Costs.

To the fullest extent permitted by Applicable Law, EMS AGENCY shall be responsible for reasonable collection costs, court costs, attorney fees, and other enforcement expenses incurred by IMD in collecting undisputed amounts due or enforcing a Material Breach.

6.11 Governed Professional Service Hours and Additional Professional Time.

6.11.1 Included Professional Capacity.

Certain contracted services may include defined Governed Professional Service Hours for designated professional roles. The applicable included professional capacity, monthly service expectation when stated, contractual reconciliation period, delivery requirements, and additional professional-time rates shall be stated in the accepted Proposal/Bid. Such allocations establish both IMD's included professional-service commitment and the professional capacity available within the contracted service; they do not create unlimited professional availability.

6.11.2 Reconciliation Period.

Monthly professional-hour amounts may be stated for operating clarity and service planning. Unless the accepted Proposal/Bid expressly states otherwise, utilization and contractual performance shall be reconciled over the stated reconciliation period. Professional time may therefore vary within individual months so long as the applicable contracted obligation and utilization rules are satisfied for the reconciliation period.

6.11.3 Normal and Customary Administrative Support Excluded.

Normal and Customary Administrative Support provided by an EMS Coordinator, EMS Manager, Lead Medical Director, or other assigned Administrative Medical Director is included within the recurring contracted service and does not consume Governed Professional Service Hours. Routine calls, emails, brief consultations, account coordination, scheduling, and similar ordinary administrative communications shall not be separately billed as additional professional time. Dedicated substantive professional work resulting from such communications is governed by Section 2.3.3 and may consume the applicable professional-time allocation.

6.11.4 Additional Professional Time.

Substantial professional work exceeding the applicable contracted capacity during the reconciliation period may be billed separately at the role-specific additional professional-time rate stated in the accepted Proposal/Bid. Professional capacity separately purchased in advance increases the applicable contracted capacity before additional-time charges are calculated. Unless otherwise expressly stated, separately billable professional time shall be based on actual substantive professional work performed and documented by IMD.

6.11.5 Online Medical Direction Utilization.

Online Medical Direction furnished under Section 2.2 is currently included within the recurring contracted service unless the accepted Proposal/Bid expressly establishes a different utilization structure for the applicable contract term. IMD may establish future service classifications with defined Online Medical Direction utilization, professional-time allocations, included consult capacity, or additional-use charges; however, no such limitation or charge applies to an active contract unless expressly incorporated into the applicable accepted Proposal/Bid in accordance with this Agreement.

6.11.6 Contract-Term Protection of Allocations and Rates.

An update to Attachment A does not reduce Governed Professional Service Hours, change a reconciliation period, or change an additional professional-time or Online Medical Direction utilization rate stated in the accepted Proposal/Bid for the current term, unless the Parties expressly agree otherwise in writing.

SECTION 7 – REGULATORY AND LEGAL COMPLIANCE

7.1 Compliance with Law.

Each Party shall comply with Applicable Law applicable to its own performance under this Agreement.

7.2 Independent Contractor Status.

The Parties are independent contractors. Nothing in this Agreement creates employment, partnership, joint venture, or agency authority except the physician medical authority expressly established by Applicable Law and this Agreement.

7.3 Insurance.

Each Party shall maintain, at its own expense, professional liability insurance and commercial general liability insurance appropriate to its respective operations with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate, together with workers' compensation and other insurance required by Applicable Law. A Party may elect to maintain higher limits. Upon reasonable request, either Party shall provide evidence of required coverage.

7.4 HIPAA and Confidentiality.

The Parties shall comply with HIPAA and other applicable patient-privacy and confidentiality requirements and shall execute any legally required business associate or data-use agreement.

7.5 Government Programs.

The Parties shall comply with applicable Medicare, Medicaid, fraud, waste, abuse, and exclusion-screening requirements.

SECTION 8 – RISK ALLOCATION, INDEMNIFICATION, AND PERSONNEL ENGAGEMENT

8.1 EMS AGENCY Indemnification.

To the fullest extent permitted by Applicable Law, EMS AGENCY shall indemnify, defend, and hold harmless IMD and its officers, members, physicians, employees, contractors, and agents from third-party claims, liabilities, fines, penalties, losses, and reasonable attorney fees to the extent caused by EMS AGENCY's negligence, willful misconduct, breach of this Agreement or Attachment B, unauthorized Deployment, failure to notify IMD of a Deployment, operational acts or omissions, or failure to satisfy regulatory obligations assigned to EMS AGENCY under this Agreement. EMS AGENCY shall have no obligation under this Section to indemnify IMD for liability to the extent caused by IMD's negligence or willful misconduct.

8.2 IMD Indemnification.

To the fullest extent permitted by Applicable Law, IMD shall indemnify, defend, and hold harmless EMS AGENCY and its officers, employees, and agents from third-party claims, liabilities, fines, penalties, losses, and reasonable attorney fees to the extent caused by IMD's negligence, willful misconduct, or breach of this Agreement. IMD shall have no obligation under this Section to indemnify EMS AGENCY for liability to the extent caused by EMS AGENCY's negligence or willful misconduct.

8.3 Regulatory Duties Not Shifted.

No indemnification provision relieves either Party of a non-delegable regulatory duty or statutory responsibility.

8.4 Limitation of Liability.

Except for liability arising from gross negligence, willful misconduct, fraud, regulatory fines or penalties imposed because of a Party's own acts or omissions, or liability that Applicable Law does not permit to be limited, each Party's liability arising out of or relating to this Agreement shall be limited to One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate during the applicable contract year. The limitations in this Section apply to indemnification obligations except to the extent the underlying claim arises from an exclusion expressly stated in this Section. Contractual fees, including properly earned Conversion Fees, are payment obligations and are not damages subject to this limitation.

8.4.1 Recovery of Enforcement, Defense, and Regulatory Response Costs.

To the fullest extent permitted by Applicable Law, if a Material Breach, negligence, willful misconduct, unauthorized act, or failure by either Party to satisfy an obligation assigned to that Party under this Agreement causes the other Party to incur reasonable attorney fees, professional fees, investigation expenses, regulatory-response expenses, defense costs, collection costs, court costs, or other reasonable expenses in enforcing this Agreement, responding to or defending a governmental or regulatory inquiry, protecting its physicians, personnel, or operations, or defending claims arising from the event, the responsible Party shall reimburse the other Party for such reasonable costs to the extent caused by the responsible Party. Neither Party is required to reimburse the other for costs to the extent caused by the other Party's own negligence, gross negligence, willful misconduct, fraud, or breach of this Agreement. Reimbursement obligations under this Section are subject to the limitations in Section 8.4 except to the extent the underlying liability falls within an express exclusion from those limitations.

8.5 Non-Solicitation and Direct Engagement of Medical Direction Personnel.

8.5.1 Covered Personnel; Restricted Period.

During the term of this Agreement and for twelve (12) months following its expiration or termination (the "Restricted Period"), EMS AGENCY shall not knowingly, directly or indirectly, solicit for employment, independent contracting, consulting, or other direct engagement any physician, medical director, EMS professional, clinical professional, or other person who is employed, contracted, assigned, or otherwise provided by IMD to perform services for or in connection with EMS AGENCY under this Agreement (each, a "Covered Person" and collectively, "Covered Personnel"), except as expressly permitted by this Section 8.5.

8.5.2 Direct Engagement Permitted Subject to Conversion Fee.

Nothing in this Section prohibits EMS AGENCY from employing, contracting with, or otherwise engaging Covered Personnel, provided that EMS AGENCY complies with the Conversion Fee requirements of this Section. If, during the Restricted Period, EMS AGENCY directly or indirectly hires, employs, contracts with, or otherwise engages any Covered Person outside of its relationship with IMD, EMS AGENCY shall pay IMD a conversion fee of Twenty-Five Thousand Dollars ($25,000) for each Covered Person so hired or engaged (the "Conversion Fee"). The Conversion Fee shall remain fixed throughout the Restricted Period and is due and payable within thirty (30) days after commencement of the Covered Person's employment or engagement with or for the benefit of EMS AGENCY.

8.5.3 Indirect Engagement.

The Conversion Fee applies whether the Covered Person is hired or engaged directly by EMS AGENCY or indirectly through an affiliate, related entity, professional entity, staffing company, subcontractor, consultant, management company, or other third party where the Covered Person provides services to or for the benefit of EMS AGENCY.

8.6 Unauthorized Solicitation; Material Breach.

8.6.1 Prohibited Solicitation.

Any knowing solicitation or attempted solicitation by EMS AGENCY of Covered Personnel for employment, independent contracting, consulting, or other direct engagement outside of IMD, without IMD's prior written consent, constitutes a Material Breach of this Agreement. If a Covered Person is actually hired or engaged, payment of the applicable Conversion Fee remains required notwithstanding the solicitation that preceded the engagement.

8.6.2 Termination Remedy.

Upon a Material Breach of this Section, IMD may, in addition to any other rights or remedies available under this Agreement or Applicable Law, exercise the suspension or termination remedies available under Section 5, subject to any transition-of-care, patient-safety, regulatory, physician-oversight, or other obligations that cannot lawfully or professionally be discontinued immediately.

8.7 General Recruiting Exception.

For purposes of this Section, "solicit" does not include general employment advertisements, publicly available job postings, broad recruiting campaigns, or other general solicitations that are not specifically directed toward Covered Personnel. Notwithstanding this exception, if a Covered Person becomes employed, contracted, or otherwise engaged by or for the benefit of EMS AGENCY during the Restricted Period as a result of such general recruiting efforts, the Conversion Fee applies.

8.8 Payment Upon Breach.

8.8.1 Amounts Due.

If IMD terminates this Agreement as a result of a Material Breach of this Section, all undisputed accrued, earned, or unpaid amounts then owed to IMD for services already rendered, together with any applicable Conversion Fees arising under this Section, become immediately due and payable.

8.8.2 Other Amounts Due.

Any other accrued, earned, or unpaid amounts that become due under this Agreement as a result of early termination or Material Breach may become immediately due and payable in accordance with their applicable provisions. No future recurring service charges shall be accelerated solely by reason of early termination or Material Breach except as otherwise expressly agreed in writing.

8.8.3 Continuing Conversion Fee Obligation.

Termination or expiration of this Agreement does not eliminate, waive, or reduce EMS AGENCY's obligation to pay the Conversion Fee for any Covered Person hired or engaged before termination or expiration or during the remainder of the Restricted Period.

8.9 Acknowledgment of Reasonableness.

The Parties acknowledge that IMD incurs substantial costs and invests significant resources in identifying, recruiting, credentialing, licensing, onboarding, training, scheduling, managing, and maintaining qualified physicians, medical directors, EMS professionals, and clinical personnel. The Parties further acknowledge that the Conversion Fee is intended to reasonably compensate IMD for recruitment and replacement costs, administrative expenses, business disruption, and loss of its investment associated with direct engagement of Covered Personnel, and is not intended as a penalty. To the extent any portion of this Section is determined unenforceable, Section 9.7 shall apply.

8.10 Survival.

The rights and obligations contained in Sections 8.5 through 8.10, including EMS AGENCY's obligation to pay any applicable Conversion Fee, survive expiration or termination of this Agreement for the duration of the Restricted Period.

SECTION 9 – GENERAL PROVISIONS

9.1 Notices.

9.1.1 Contract Notices.

Notices of breach, termination, non-renewal, amendment, or other formal contractual notice shall be in writing and delivered to the addresses stated in Section 10 or to a later address designated in writing.

9.1.2 Operational and Deployment Notices.

Operational notices, including Deployment Notification, shall be made through the IMD-designated communications method stated in Attachment B or other written IMD instruction. A contract notice address is not a substitute for an operational Deployment Notification channel.

9.2 Force Majeure.

Neither Party is liable for delay caused by events beyond reasonable control to the extent performance is actually prevented. Force majeure does not excuse Deployment Notification, patient-safety reporting, controlled-substance accountability, record preservation, or payment obligations that can reasonably be performed despite the event.

9.3 Assignment.

Neither Party may assign this Agreement without the prior written consent of the other Party, except that IMD may assign the Agreement to a successor entity in connection with merger, reorganization, or transfer of substantially all relevant business assets, subject to Applicable Law.

9.4 Governing Law; Mandatory Regulatory Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict-of-laws principles. Notwithstanding the foregoing, EMS operations, professional practice, licensure, controlled-substance activities, patient care, and other regulated conduct occurring within a particular jurisdiction remain subject to the mandatory laws, regulations, orders, and professional requirements applicable in that jurisdiction. Nothing in this Section permits either Party to contract around a non-waivable regulatory or professional obligation.

9.5 Entire Agreement; Incorporated Attachments.

9.5.1 Entire Agreement.

This Agreement, the accepted Proposal/Bid, Attachment A – IMD Price List, Attachment B, and any other attachment or amendment expressly incorporated in writing constitute the entire agreement between the Parties concerning the subject matter and supersede prior inconsistent agreements or representations.

9.5.2 Order of Precedence.

If provisions conflict: (a) a later amendment signed by both Parties controls; (b) the accepted Proposal/Bid controls the selected services, quantities, agreed rates, billing arrangement, prepayment terms, and included professional-service capacity; (c) Attachment B controls Deployment-specific operational, notification, medical-direction, audit, and enforcement requirements; (d) Attachment A – IMD Price List controls standard rates and billing terms for services and charges not priced in the accepted Proposal/Bid, subject to Sections 6.1.2 through 6.1.4; and (e) this Agreement controls all other matters. Attachment A never overrides a service selection, quantity, or agreed rate in the accepted Proposal/Bid.

9.6 Amendments.

This Agreement and the accepted Proposal/Bid may be amended only by a writing signed by both Parties, except that IMD may update Attachment A as provided in Section 6.1.2 and may issue or update Medical Direction Requirements within the Lead Medical Director's lawful authority.

9.7 Severability.

If any provision of this Agreement is held invalid or unenforceable, that provision shall be enforced or reformed to the maximum extent permitted by Applicable Law, and the remaining provisions remain in full force and effect.

9.8 Waiver.

A Party's failure or delay in enforcing a provision does not waive that provision or any later breach. A waiver is effective only if stated in writing by an authorized representative of the waiving Party.

9.9 Counterparts; Electronic Signatures.

This Agreement, the Proposal/Bid, and any attachment or amendment may be executed in counterparts and by electronic signature through an IMD-approved platform. Counterparts and electronic signatures are treated as originals to the extent permitted by Applicable Law.

9.10 Headings.

Section headings are for convenience only and do not affect interpretation.

9.11 Survival.

Provisions that by their nature should survive expiration or termination, including payment, records, audit, indemnification, confidentiality, non-solicitation, and dispute-resolution provisions, survive expiration or termination of this Agreement.

9.12 Good-Faith Dispute Resolution; Mediation; Binding Arbitration.

9.12.1 Good-Faith Negotiation.

Before initiating arbitration or litigation arising from this Agreement, the Parties shall attempt in good faith to resolve the dispute through direct negotiation between authorized representatives. Negotiation begins upon written notice describing the dispute. If unresolved within thirty (30) days after receipt, either Party may proceed to mediation under Section 9.12.2.

9.12.2 Mediation.

Any dispute not resolved through negotiation shall be submitted to non-binding mediation in Maricopa County, Arizona, before a mutually acceptable mediator. The Parties shall participate in good faith and share mediator fees equally unless otherwise agreed. If mediation is unsuccessful, either Party may proceed to binding arbitration under Section 9.12.3.

9.12.3 Binding Arbitration.

Any dispute not resolved through mediation shall be finally resolved by binding arbitration in Maricopa County, Arizona, before one neutral arbitrator under the then-current Commercial Arbitration Rules of the American Arbitration Association, unless the Parties agree otherwise in writing. Judgment on the award may be entered in any court having jurisdiction. Each Party bears its own attorney fees and costs except as provided by this Agreement, awarded by the arbitrator, or permitted by Applicable Law. The arbitrator shall have authority to award reasonable attorney fees, costs, reimbursement obligations, and other contractual remedies to the extent authorized by this Agreement or Applicable Law. Arbitrator fees shall be shared equally unless allocated differently in the final award.

9.12.4 Emergency Relief; Non-Arbitrable Matters; Arizona Venue.

Nothing in this Section prevents temporary, emergency, provisional, or injunctive relief needed to protect patient safety, controlled substances, confidential information, intellectual property, regulatory compliance, or against irreparable harm, and it does not delay compliance with a governmental or regulatory order. Any such proceeding, or any matter that Applicable Law does not permit to be arbitrated, shall be brought exclusively in a state or federal court of competent jurisdiction in Maricopa County, Arizona. Each Party consents to personal jurisdiction and venue there.

SECTION 10 – SIGNATURES

This Agreement is executed by the Parties as of the Effective Date. By signing, each Party acknowledges that it has read, understood, and agrees to be bound by this Agreement, the accepted Proposal/Bid, and the incorporated attachments.

EMS AGENCY	INTERNATIONAL MEDICAL DIRECTION, LLC
EMS AGENCY LEGAL NAME Bowie Fire District	IMD OFFICE NAME
LEGAL ADDRESS 118 W Kinchilla Bowie Az 85605	LEGAL ADDRESS 2600 N Central Avenue, Suite 908, Phoenix, Arizona 85004
EIN 86-0589510	EIN
AUTHORIZED NAME Sharon Webster	AUTHORIZED NAME
TITLE Board Chair	TITLE
EMAIL admin@bowiefiredistrict.gov	EMAIL
SIGNATURE	SIGNATURE
SIGNATURE DATE 11/19/2026	SIGNATURE DATE

Electronic signatures and counterparts are permitted as provided in Section 9.9 and by Applicable Law.