



SERVICES AGREEMENT  
BY AND BETWEEN  
**PRAIRIE VIEW A&M UNIVERSITY**  
AND **ADVANTAGE AMBULANCE SERVICE, LLC**

This Services Agreement (“Agreement”) is entered into and effective upon execution (the “Effective Date”), by and between **Prairie View A&M University**, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (hereafter referred to as “UNIVERSITY”), and **Advantage Ambulance Service**, a **limited liability company**, (hereafter referred to as “PROVIDER”). UNIVERSITY and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

UNIVERSITY and PROVIDER hereby agree as follows:

**1. SCOPE OF WORK**

PROVIDER will perform the services as set forth in Exhibit A, Scope of Work, attached hereto (“Services”), in accordance with the terms and subject to the conditions contained in this agreement.

**2. PROVIDER OBLIGATIONS**

- A. PROVIDER will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.
- B. PROVIDER will perform the Services substantially in accordance with PROVIDER’s marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to UNIVERSITY.
- C. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER’s performance of this Agreement.
- D. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER’s performance of the Services.
- E. PROVIDER will only accept requests for services for Prairie View A&M University and Prairie View A&M University affiliated events and programs through the official booking process managed by Health Services. Provider will direct any requests for services to the abovementioned department.

**3. TERM AND TERMINATION**

- A. This Agreement will commence on the Effective Date and continues for two (2) years (the “Term”), unless earlier terminated as provided herein. The Term of the Agreement may be extended for three (3) additional one (1) year periods upon mutual written consent executed by the Parties, provided that the total term of the Agreement shall not exceed five (5) years.
- B. In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon thirty (30) days’ prior written notice to the other Party detailing the nature of the breach and the other Party fails to fully cure the breach within such 10-day period. In the event that UNIVERSITY terminates this Agreement pursuant to this Section, UNIVERSITY shall receive a pro-rata refund of any pre-paid amounts.
- C. UNIVERSITY may terminate this Agreement without cause upon sixty (60) days prior written notice to PROVIDER.
- D. UNIVERSITY may immediately terminate this Agreement if (i) the PROVIDER’s insurance coverage

required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.

#### 4. PAYMENT TERMS

A. In full consideration for the Services rendered by PROVIDER under this Agreement, UNIVERSITY shall pay PROVIDER in accordance with the terms set forth in Exhibit B, Payment Terms, attached hereto. The total compensation to PROVIDER under this Agreement will not exceed stated payment terms without an amendment to this Agreement.

B. PROVIDER will submit monthly invoices to:

Prairie View A&M University  
P.O. Box 519, M.S. 1311  
Prairie View, TX 77446-0519  
Attn: Accounts Payables  
Phone: (936) 261-1902  
Email: [payables@pvamu.edu](mailto:payables@pvamu.edu)

Each invoice must reference the UNIVERSITY purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that UNIVERSITY may reasonably request to support the invoice amount. UNIVERSITY will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.

C. All payments will be made by electronic direct deposit.

#### 5. CONFIDENTIALITY

A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law,

promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.

- C. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

## **6. COMPLIANCE WITH LAWS**

- A. PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement including, but not limited to, the federal physician self-referral law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (together, the "Stark Law"), similar state physician self-referral laws and regulations (together with the Stark Law, the "Self-Referral Laws"), the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated there under (the "Federal Anti-kickback Law") and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the "Anti-kickback Laws"), and the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated there under ("HIPAA"), Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder (the "HITECH Act", and collectively with HIPAA, the "HIPAA Requirements"). The Parties agree to enter into any further agreements with each other or other appropriate entities as may be necessary to facilitate compliance with the HIPAA Requirements.
- B. Each Party shall maintain financial books and records, and all other medical records and charts, in accordance with industry standards, and in compliance with all Applicable Laws. Each Party shall maintain and provide all such books, records, and charts to the other Party, and/or to state and federal agencies, as applicable, as may be necessary for either Party to comply with Applicable Laws. Each Party shall, in connection with the subject of this Agreement, cooperate fully with the other Party, by, among other things, maintaining and making available all necessary books, documents and records, in order to assure that each Party will be able to meet any and all legal requirements subject, in each case, to Applicable Laws governing health information privacy and security. Each Party agrees that it shall not use or disclose these records for any purpose other than to carry out its obligations under this Agreement and/or to comply with Applicable Law.

## **7. INDEMNIFICATION**

PROVIDER shall indemnify and hold harmless UNIVERSITY, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnitees arising out of any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.

## **8. INSURANCE**

Insurance requirements as stated within Exhibit C, attached hereto.

## 9. INFORMATION TECHNOLOGY

- A. **Electronic and Information Resources.** If applicable, PROVIDER represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to UNIVERSITY under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code) (the "EIR Accessibility Warranty"). If PROVIDER becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, PROVIDER shall, at no cost to UNIVERSITY, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that PROVIDER fails or is unable to do so, UNIVERSITY may immediately terminate this Agreement, and PROVIDER will refund to UNIVERSITY all amounts paid by UNIVERSITY under this Agreement within thirty (30) days following the effective date of termination.
- B. **Cybersecurity Training Program.** Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to UNIVERSITY's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, and selected by UNIVERSITY. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the Term and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to UNIVERSITY within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for UNIVERSITY to terminate this Agreement for cause.

## 10. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement, constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- C. **Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.
- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint

venture relationship is created by this Agreement or by PROVIDER's Service to UNIVERSITY. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of UNIVERSITY or A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. PROVIDER and its employees shall observe and abide by all applicable UNIVERSITY policies, regulations, rules and procedures, including those applicable to conduct on its premises.

- E. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.
- F. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of UNIVERSITY.
- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if

delivered personally. UNIVERSITY and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

UNIVERSITY: **Prairie View A&M University**  
**PO Box 519, Mail Stop 1311**  
Prairie View, TX 77446-0519  
Attention: Procurement Services and Contract Administration  
Phone: 936-261-1902  
Email: [contracts@pvamu.edu](mailto:contracts@pvamu.edu)

PROVIDER: **Advantage Ambulance Services, LLC**  
**822 Davis Road**  
Attention: Eric Walker  
Phone: 281-989-5089  
Email: [ewalker1222@yahoo.com](mailto:ewalker1222@yahoo.com)

- K. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against UNIVERSITY is to be in Waller County, the principal office of UNIVERSITY's governing officer.
- M. **Non-Waiver.** UNIVERSITY is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that UNIVERSITY is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by UNIVERSITY of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of UNIVERSITY.
- N. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by UNIVERSITY and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of UNIVERSITY, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives UNIVERSITY's sovereign immunity to suit or liability, and UNIVERSITY has not waived its right to seek redress in the courts.
- O. **Public Information Act.** PROVIDER acknowledges that UNIVERSITY is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon UNIVERSITY's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of UNIVERSITY to UNIVERSITY in a non-proprietary format acceptable to UNIVERSITY that is accessible by the public. PROVIDER acknowledges that UNIVERSITY may be required to post a copy of the fully executed Agreement on its Internet website in compliance with

Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

- P. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- Q. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- R. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- S. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- T. **HUB Subcontracting Plan.**
- It is the policy of the state of Texas and MEMBER to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in MEMBER contracting and purchasing. PROVIDER will use good faith efforts to subcontract work performed under this Agreement in accordance with the HUB subcontracting plan attached hereto as Exhibit D ("HSP"). Except as specifically provided in the HSP, PROVIDER will not subcontract any of its duties or obligations under this Agreement, in whole or in part. Furthermore, PROVIDER will comply with all of its duties and obligations under Section 20.285 of the Texas Administrative Code.
- U. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- V. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- W. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld of this verification is inaccurate.
- X. **Loss of Funding.** Performance by UNIVERSITY under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, UNIVERSITY will issue written notice to PROVIDER and UNIVERSITY may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of UNIVERSITY. In the event of a termination or cancellation under this Section, UNIVERSITY will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.
- Y. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits UNIVERSITY from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by UNIVERSITY during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of UNIVERSITY that was employed by UNIVERSITY during the twelve (12) month period immediately prior to the effective date of the Agreement.
- Z. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of UNIVERSITY or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- AA. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- BB. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for UNIVERSITY under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event UNIVERSITY becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, UNIVERSITY will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by UNIVERSITY.
- CC. **Additional Representations and Warranties.** PROVIDER represents and warrants that neither PROVIDER nor its employees or contractors (i) have been convicted of a federal or state crime related to the billing for or provision of healthcare; (ii) have been excluded or debarred from participation in any federal health care program or state program; or (iii) are currently under investigation or involved in any legal proceedings which may lead to such a conviction or exclusion from a state or federal health care program. This shall be an ongoing representation

and warranty during the term of this Agreement. PROVIDER shall notify MEMBER immediately if any of the foregoing occur or is threatened. Any breach of this section shall give MEMBER the right to terminate this Agreement immediately.


**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**Prairie View A&M University**

**Advantage Ambulance, LLC**

By: Cynthia A. Carter-Horn  
Name: Cynthia A. Carter-Horn  
Title: SVP for Business Affairs & CFO  
Date: 4/2/2024 | 8:21 AM CDT

By:   
Name: Eric Walker  
Title: Managing Partner  
Date: 4/2/2024 | 8:46 AM CDT

*AMU*