



GARLAND

Mission

We serve to grow public trust and a thriving Garland community, today and for the future.

CITY OF GARLAND WORK SESSION OF THE CITY COUNCIL

Vision

Garland will be an engaged and vibrant community that residents proudly call home.

The Garland City Council extends to all visitors a sincere welcome. We value your interest in our community and your participation in the meetings of this governing body. Visit GarlandTX.gov/Council for a full list of meeting dates.

The Council Chambers at Garland City Hall is wheelchair accessible, and ADA parking is available on the street as well as in the public parking garage. Persons with disabilities who may need auxiliary aids or services must contact the City Secretary's Office at 972-205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. Braille is not available.

NOTICE: Pursuant to Section 551.127 of the Texas Government Code, one or more members of the City Council may attend this meeting by internet/video remote means. A quorum of the City Council, as well as the presiding officer, will be physically present at the above-identified location. Members of the public that desire to make a public comment must attend the meeting in person.

PUBLIC COMMENTS ON WORK SESSION ITEMS

Members of the audience may address the City Council on any Work Session item at the beginning of the meeting. Speakers are allowed three minutes each, grouped by agenda item and called in the order of the agenda. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers and on the visitor's side of the Work Session Room) and give it to the City Secretary before the Mayor calls the meeting to order. Speakers are limited to addressing items on the Work Session agenda only. Items on a Regular Meeting agenda should be addressed at the respective Regular Meeting. Items not currently on an agenda may be addressed during the citizen comments portion of any Regular Meeting.

CONSIDER THE CONSENT AGENDA

Council may ask for discussion or further information on any item posted in the consent agenda of the next Regular Meeting. Council may also ask that an item on the consent agenda be pulled and considered for a vote separate from the consent agenda at the next Regular Meeting. All discussions or deliberations are limited to posted agenda items and may not include new or unposted subject matter.

WRITTEN BRIEFINGS

1. Memorandum of Understanding (MOU) with the Texas Division of Emergency Management

Council is requested to consider approving a Memorandum of Understanding (MOU) between the

City of Garland and the Texas Division of Emergency Management (TDEM). The MOU establishes the terms under which the City of Garland may participate in Texas Emergency Management Assistance Team (TEMAT) activities at the request of TDEM. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the January 6, 2026 Regular Meeting.

2. Resolution Amending the Authorized Representatives for the Texas Local Government Investment Pool

Council is requested to consider approving a resolution amending the authorized representatives for the purposes of participation in the Texas Local Government Investment Pool. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the January 6, 2026 Regular Meeting.

VERBAL BRIEFINGS

Council may ask for discussion, further information, or give direction to staff on an item posted as a verbal briefing.

3. Presentation of the Downtown Redevelopment Plan

Council is requested to consider an overview of the Downtown Garland Redevelopment Action Plan, outlining its purpose, key findings, and strategies to guide future investment, infrastructure, and revitalization efforts.

Presenter: Dana Lodge, CVB & Events Director, Ben Levenger, DT Redevelopment Services

4. MD Health Pathways Program Update

Staff will provide an update on the implementation timeline for the changes necessary to the utility billing system to implement the program.

Presenter: Phillip Urrutia, Assistant City Manager, Kevin Slay, Managing Director-Customer Service

5. Informational Briefing on DART

Staff will provide an informational briefing to the Council regarding ongoing issues, constraints, and challenges related to Dallas Area Rapid Transit (DART).

Presenter: Mike Betz, Interim City Manager

6. Presentation of the 2026 Proposed Capital Improvement Program (CIP)

The City Manager will formally introduce the 2026 Proposed Capital Improvement Program (CIP) and staff will provide a preview of the 2026 Proposed CIP.

Presenter: Mike Betz, Interim City Manager, Allyson Bell Steadman, Chief Financial Officer, Matthew Watson, Assistant City Manager

7. Public Safety Committee Report - Fire | EMS Stakeholder Committee Update

Deputy Mayor Pro Tem Ott, Chair of the Public Safety Committee, and Staff, will brief Council on the work and progress to date of the Fire and EMS Stakeholder Committee.

Presenter: Christopher Ott, Deputy Mayor Pro Tem, Letecia McNatt, Assistant to the City Manager

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

Terms are usually staggered whereby at least half of the membership has previous experience. Members are appointed based on qualifications.

8. Tax Increment Finance (TIF) Chair Appointments

Council is requested to discuss, conduct interviews, and provide directions regarding the appointments for one year terms, as required by Sec. 311.009 of the Tax Code. Unless otherwise directed by Council, the TIF Chair appointments will take place at the January 6, 2026 Regular Meeting.

9. Mayor Dylan Hedrick

- **Amanda Esquivel - All Abilities Committee**

10. Mayor Pro Tem Margaret Lucht

- **Elizabeth Shirley Graham - All Abilities Committee**

11. Deputy Mayor Pro Tem Chris Ott

- **Heather Miller - All Abilities Committee**

12. Councilmember Jeff Bass

- **Leigh Calmes - All Abilities Committee**

13. Councilmember Kris Beard

- **Jana Veit - All Abilities Committee**

14. Councilmember Ed Moore

- **Tommy Zapata - All Abilities Committee**

15. Councilmember B.J. Williams

- **Jennifer Reeder - All Abilities Committee**

16. Councilmember Carissa Dutton

- **Grant Laird Jr. - All Abilities Committee**

17. Councilmember Joe Thomas Jr.

- **Susan Behrens - All Abilities Committee**

ANNOUNCE FUTURE AGENDA ITEMS

A Councilmember, with a second by another member or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or of a committee of the City Council. No substantive discussion of that item will take place at this time.

EXECUTIVE SESSION

The City Council will adjourn into executive session pursuant to sections 551.071, 551.086, and 552.133 of the Texas Government Code to deliberate and discuss the following:

- 18. Competitive matters related to Garland Power & Light as it pertains to the quarterly briefing from the Risk Oversight Committee (551.086 and 552.133) and attorney/client communication related to same (551.071).**
- 19. Consultation with City Attorney to receive legal advice regarding matters related to DART (551.071).**

ADJOURN

All Work Sessions of the Garland City Council are broadcast live on CGTV, Time Warner Cable Channel 16 and Frontier FIOS TV 44. Meetings are rebroadcast at 9 a.m. and 7 p.m. Tuesdays - Sundays. Live streaming and on-demand videos of the meetings are also available online at GarlandTX.tv. Copies of the meetings can be purchased through the City Secretary's Office (audio CDs are \$1 each and DVDs are \$3 each).

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

1. Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.
2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.
3. A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.
4. Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.
5. The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.
6. Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.
7. Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:
 - generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
 - bidding and pricing information for purchased power, generation, and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
 - effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
 - risk management information, contracts, and strategies, including fuel hedging and storage;
 - plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
 - customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

Each year, the City Council reviews and updates its goals for the Garland community and City operations. City management uses the goals to guide operational priorities, decision-making and resource allocation.



GARLAND

STRATEGIC FOCUS AREAS



Safe Community



Well-Maintained City
Infrastructure



Reliable, Cost-Efficient
Utility Services



Sound Governance
and Finances



Vibrant Neighborhoods
and Commercial Centers



Customer-Focused
City Services



Growing Economic Base



Future-Focused
City Organization



Enhanced Quality of
Life through Amenities,
Arts and Events



Commercially
Thriving Downtown



GARLAND

CITY COUNCIL STAFF REPORT

1

Meeting Date: January 5, 2026

Title: Memorandum of Understanding (MOU) with the Texas Division of Emergency Management

Submitted by: Joseph Ellis, Emergency Management Director

Strategic Focus Area: Safe Community

Issue / Summary

The Texas Emergency Management Assistance Team (TEMAT) program is a statewide system that provides trained personnel to assist jurisdictions during disasters and major incidents. TEMAT includes several specialized teams designed to supply staffing and technical expertise that individual cities may not have available. The Memorandum of Understanding (MOU) outlines how Garland participates in TEMAT and defines the responsibilities of the City and the Texas Division of Emergency Management (TDEM). It covers how personnel are identified, trained, deployed, and supported, and ensures members maintain the qualifications required for activation. The agreement also describes how deployments are coordinated and how Garland determines which of its qualified staff can respond when TDEM requests support.

Background

The Texas Emergency Management Assistance Team (TEMAT) provides trained personnel to support jurisdictions during disasters and major incidents. The MOU explains how Garland identifies and maintains qualified staff, coordinates with TDEM for activation, and ensures workers' compensation, liability coverage, and reimbursement for eligible deployment and training costs. This agreement strengthens Garland's ability to manage large scale incidents and increases access to specialized statewide resources.

Consideration / Recommendation

Staff recommends approval of the MOU with the Texas Division of Emergency Management for participation in the Texas Emergency Management Assistance Team (TEMAT) program. The MOU enhances Garland's operational readiness, ensures access to trained personnel during large scale incidents, supports staff training and capability development, and provides a reimbursement process for eligible deployment costs.

Attachments

A. TEMAT MOU_Final 04.13.25 (1)

Memorandum of Understanding Between Texas Division of Emergency Management and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer

This memorandum of understanding (“TEMAT MOU”) becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management (“TDEM”), a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams (“TEMAT”) participating jurisdiction/employer _____ (“Jurisdiction”).

I. PURPOSE

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM’s authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

TEMAT Program	State Agency Program Administrator	Program Summary
Incident Support Task Force (ISTF)	Texas Division of Emergency Management (TDEM)	Provides support through multiple areas of expertise throughout response and recovery initiatives
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force 1 (TX-TF1)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3
State of Texas Incident Management Team (IMT)	Texas Division of Emergency Management (TDEM)	Provides position specific personnel to assist in emergency operations
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

IV. DEFINITIONS

- A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.
- B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.
- C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.
- D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.
- F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.
- G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.
- H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

- I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.
- J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.
- K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.
- L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.
- M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.
- N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

V. RESPONSIBILITIES

- A. TDEM shall be responsible for the following:
 - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.
 - 2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.
 - 3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
 - 4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.
 - 5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.
 - 6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

B. The TDEM shall ensure that the Program Administrator(s) will do the following:

1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.
2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.
3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.
4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
6. Develop, implement, and exercise an internal notification and call-out system for Members.
7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.
8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.
9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.
10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.
11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

12. All reimbursement requests pursuant to this section shall follow program specific guidelines included in the TEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.
2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.
3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.
4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.
6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.
3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program and advise Program Administrator of any lost, stolen, or damaged items assigned to Member.
6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.
7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.
9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

TEMAT Training and Exercises – State or Program Administrator Sponsored:

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

B. Minimum Qualification and Training Requirements

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

Jurisdiction to ensure Members attend or maintain qualifications may result in dismissal from the TEMAT Program when qualifications are no longer valid.

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of Administrators/Jurisdiction

1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.
2. All financial commitments herein are made subject to the availability of funds from the State of Texas.

VIII. Liability and Workers' Compensation for State Activation/And Training

- A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.
- B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.
- B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the state shall not discriminate against any Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.
- D. This TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Incident Support Task Force (ISTF)	☐	
Public Works Response Team (PWRT)	☐	
Texas A&M Task Force 1	☐	
State of Texas Incident Management Team (IMT)	☐	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	☐	

XI. POINTS OF CONTACT

	TDEM	TEMAT Coordinator
Name:	Chief Nim Kidd	Kharley Smith
Title:	Chair – Texas Emergency Management Council	ISTF Division Chief
Address Line 1:	313 E Anderson Ln	313 E Anderson Ln
Address Line 2:	Building 3	Building 3
City, State, Zip:	Austin, TX 78752	Austin, TX 78752
Phone Number:	512-424-2436	512-424-2436
Email:	Nim.kidd@tdem.texas.gov	kharley.smith@tdem.texas.gov

Jurisdiction

Name: _____

Title: _____

Address Line 1: _____

Address Line 2: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

XII. GENERAL PROVISIONS

- A. This TEMAT MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this TEMAT MOU constitutes acceptance of the authority of the State of Texas, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Jurisdiction shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction 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.
- D. To the extent applicable, Jurisdiction shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XIII. ENTIRE AGREEMENT

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This TEMAT MOU is entered into by and between the following parties:

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Signature: _____
Name: W. Nim Kidd
Title: Chief, Texas Division of Emergency Management
Date: _____

JURISDICTION

Signature: _____
Name: _____
Title: _____
Date: _____



GARLAND

CITY COUNCIL STAFF REPORT

2

Meeting Date: January 5, 2026

Title: Resolution Amending the Authorized Representatives for the Texas Local Government Investment Pool

Submitted by: Allyson Bell Steadman, Chief Financial Officer

Strategic Focus Area: Sound Governance and Finances

Issue / Summary

Approve a resolution amending the authorized representatives for the purposes of participation in the Texas Local Government Investment Pool.

Background

The City of Garland participates in the Texas Local Government Investment Pool and may authorize representatives to transmit funds for investment, withdraw funds when appropriate, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds. Historically, authorized positions include: Managing Director of Financial Services/CFO, Controller, and Cash/Debt Financial Services Manager. Due to recent organizational changes, Staff is requesting approval of a resolution amending the authorized representatives to reflect organizational responsibilities and duties.

Summary of Proposed Authorizations, including **changes bolded** below:

- Matthew Watson will remain an Authorized Representative with an updated title of Assistant City Manager.
- **Allyson Bell Steadman will be added as an Authorized Representative with her new title of Managing Director of Financial Services/CFO.**
- Donald Daugherty will remain an Authorized Representative with his current title of Cash and Debt Financial Services Manager.
- **Karen Hollingsworth will be added as an Authorized Representative with her current title of Controller.**
- John Corley will remain with inquiry-only access with his current title of Accounting Manager.
- **Kathryn Ritchie, Financial Services Administrator, will be removed in anticipation for her upcoming retirement in 2026.**
- **Allyson Bell Steadman will become the Authorized Representative with the primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.**

Consideration / Recommendation

Approve a resolution amending the authorized representatives for the purposes of participation in the Texas Local Government Investment Pool and providing an effective date.

Attachments

A. Resolution Authorizing Texpool Representatives 01.06.2026

RESOLUTION NO.

A RESOLUTION AMENDING THE CITY'S AUTHORIZED REPRESENTATIVES FOR PURPOSES FOR PARTICIPATION IN THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL; DESIGNATING A PERSON WITH PRIMARY RESPONSIBILITY; PROVIDING AN ADDITIONAL LIMITED REPRESENTATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland, Texas is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City of Garland, Texas to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, TexPool and TexPool Prime are public funds investment pools overseen by the Texas Comptroller of Public Accounts and managed conservatively to provide a safe, efficient, and liquid investment alternative to Texas governments;

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

Section 1

The individuals whose signatures appear in this Resolution are hereby declared to be authorized representatives of the City of Garland, Texas (each an "Authorized Representative") and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime, to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds on behalf of the City.

An Authorized Representative may be deleted and deauthorized by a written instrument signed by two remaining Authorized Representatives if the deleted Authorized Representative (1) is assigned job duties that no longer require access to the City's TexPool/TexPool Prime account, or (2) is no longer employed by the City; and

1. Name: Allyson Bell Steadman
Title: Managing Director
Phone/Fax: (972) 205-2444 / (972) 205-2810
Email: ABellsteadman@garlandtx.gov

Signature

2. Name: Donald Daugherty
Title: Financial Services Manager
Phone/Fax: (972) 205-2334 / (972) 205-2810
Email: DDaugherty@garlandtx.gov

Signature

3. Name: Matthew Watson
Title: Assistant City Manager
Phone/Fax: (972) 205-2355 / (972) 205-2810
Email: MWatson@garlandtx.gov

Signature

4. Name: Karen Hollingsworth
Title: Controller
Phone/Fax: (972) 205-2357 / (972) 205-2810
Email: KHollingsworth@garlandtx.gov

Signature

Section 2

That Allyson Bell Steadman will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the agreement(s) that governs the City's participation in Texpool/Texpool Prime.

Section 3

That the following person is designated an additional Authorized Representative only to make inquiries of selected information and may not perform or authorize transactions.

1. Name: John Corley
Title: Accounting Manager
Phone/Fax: (972) 205-2352 / (972) 205-2810
Email: JCorley@garlandtx.gov

Section 4

That this Resolution and its authorization shall remain in full force and effect until amended or revoked by the City of Garland, Texas, and until TexPool Participant Services receives a copy of any such amendment or revocation.

Section 5

That this Resolution shall be and become effective immediately upon and after its passage and approval.

PASSED AND APPROVED this 6th day of January, 2026.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



1. Resolution (continued)

4.

Name	Title	
Phone	Fax	
		Email
Signature		

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name	Title	
Phone	Fax	
		Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the

--	--

 day of

--	--	--

,

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 20

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Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*
Printed Name*
Title*

ATTEST

Signature*
Printed Name*
Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



GARLAND

CITY COUNCIL STAFF REPORT

3

Meeting Date: January 5, 2026

Title: Presentation of the Downtown Redevelopment Plan

Submitted by: Dana Lodge, CVB & Events Director

Strategic Focus Area: Commercially Thriving Downtown

Issue / Summary

A representative from Downtown Redevelopment Services will present a verbal overview to the City Council outlining the purpose, methodology, and key findings of the Downtown Garland Redevelopment Action Plan. This comprehensive roadmap is designed to assist the City in making informed, strategic decisions that foster sustainable growth and revitalization within the district's focus area.

Background

The City of Garland engaged Downtown Redevelopment Services, a nationally recognized redevelopment planning firm, to prepare a forward-thinking and actionable plan that supports the continued success of the Thriving Downtown Area. The plan will utilize data and a community-focused process to ensure alignment with both market realities and the long-term vision.

Consideration / Recommendation

The final Redevelopment Action Plan will position Downtown Garland as a vibrant, mixed-use entertainment district that celebrates its historic character while embracing opportunities for future development. The plan will serve as a strategic framework to:

- Attract private investment and development partners,
- Guide public infrastructure and capital improvement decisions, and
- Align City policies and resources with market-based opportunities.

Additionally, the plan identifies priority redevelopment areas and establishes short-, medium-, and long-term implementation timelines across five-, ten-, and twenty-year horizons to ensure a coordinated and sustainable approach to downtown revitalization.

Attachments

A. January 5th Garland Presentation_5

Downtown Garland Redevelopment Study Draft January 5, 2026



GARLAND
TEXAS MADE HERE

Project Overview and Deliverables



Stakeholder Engagement



Phase 1:

- Existing Conditions Report



Phase 2:

- Market Demand Report



Phase 3:

- Comparative Analysis
- 3 Conceptual Land Use Scenarios



Phase 4:

- Preferred Scenario Plan



Phase 5:

- Parcel Development Program
- Visualization Plan



Phase 6:

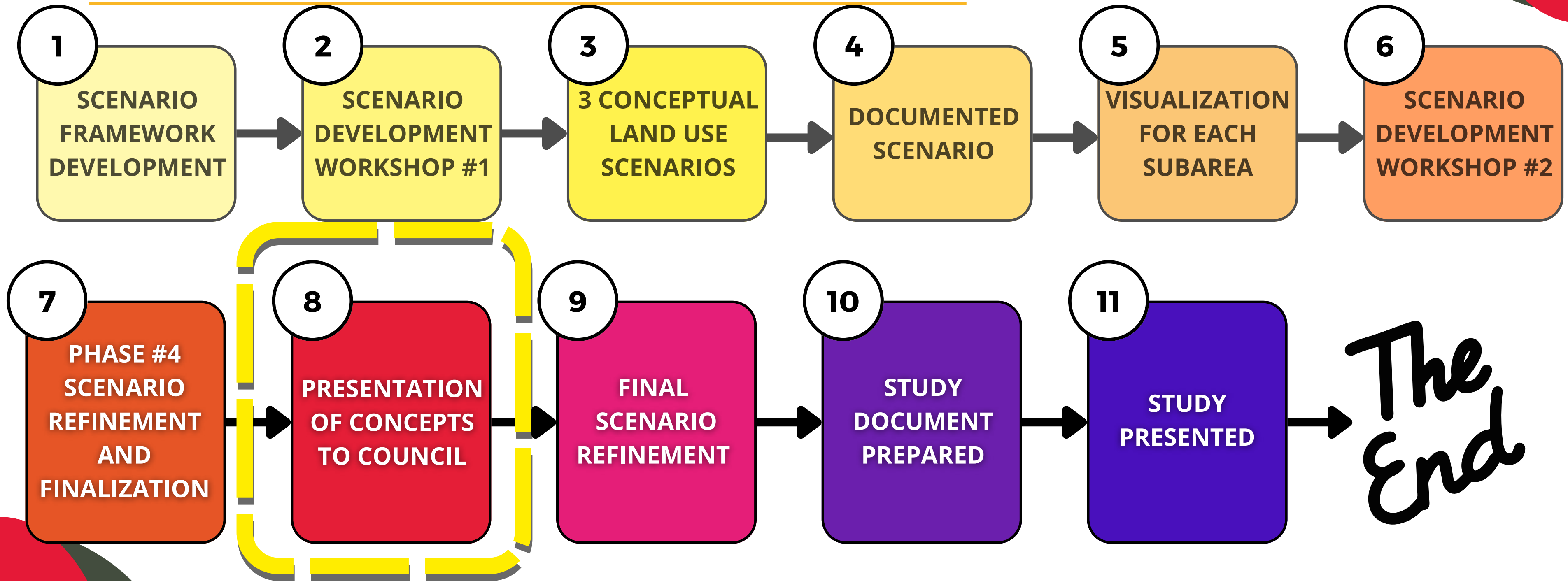
- Implementation Strategy Framework



Phase 7:

- Downtown Garland Activation and Implementation Plan

The Process

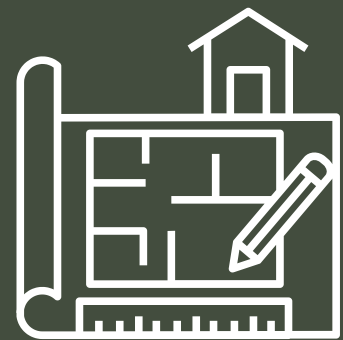


The Vision for Downtown



Retain Authentic Feel

Preserve Garland's authentic sense of community through a walkable, welcoming downtown that maintains its charm and approachable scale.



Preserve Historic Downtown Character

Celebrate and reinvest in the historic core, maintaining its traditional architecture, distinctive storefronts, and legacy as the cultural and civic heart of the city.



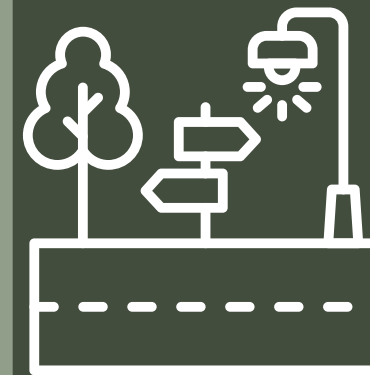
Strengthen the Cultural Arts District

Build on Garland's growing arts and entertainment assets to create a vibrant destination for performances, events, and creative expression that attracts residents and visitors alike.



Attract Professionals and Active Adults

Encourage new housing, workplaces, and amenities that appeal to professionals and active adults seeking a connected, urban lifestyle within a small-town environment.



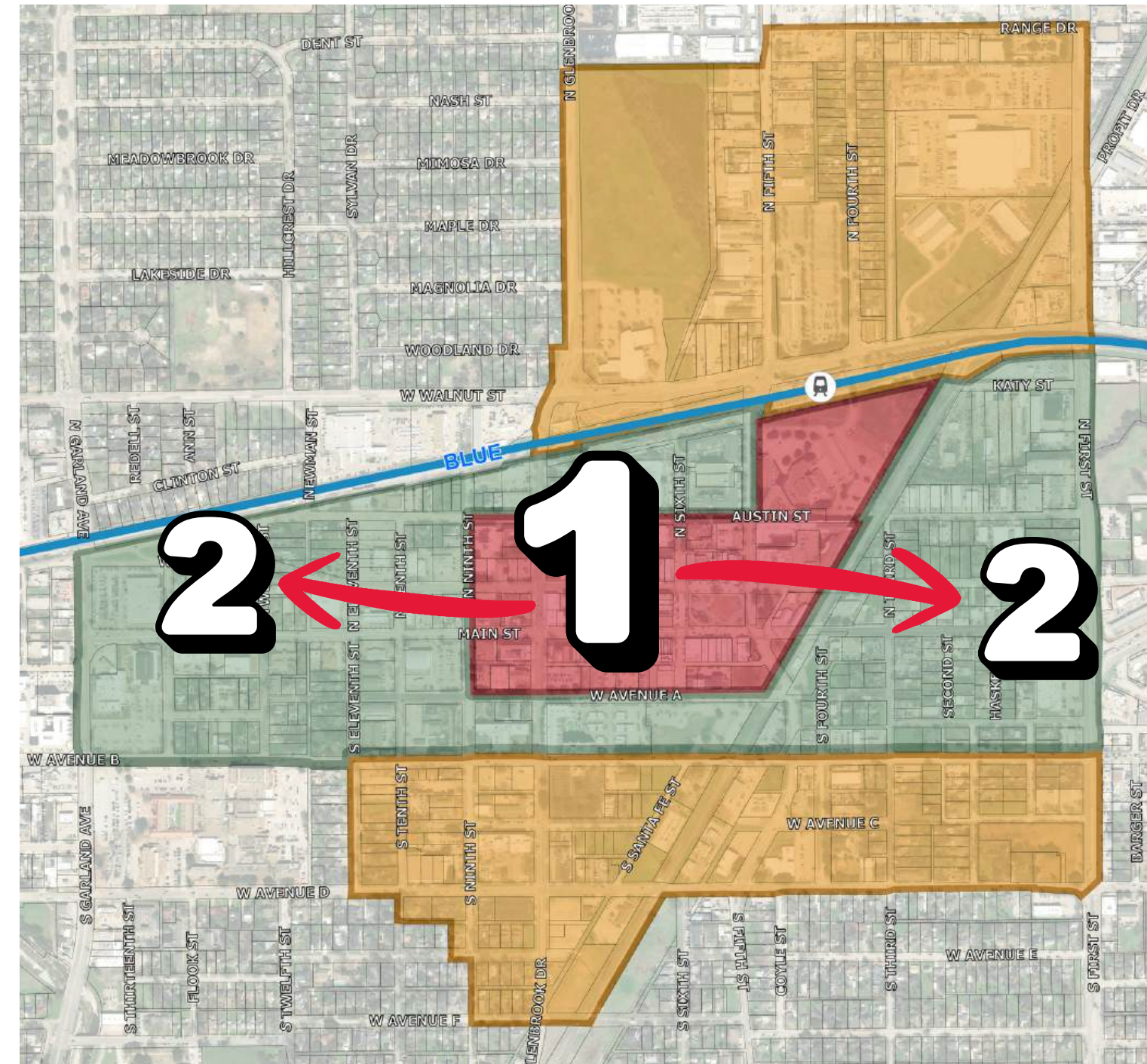
Enhance Connectivity and Walkability

Improve links between districts, neighborhoods, and transit through safe, attractive, and accessible streets and public spaces that support everyday activity and downtown living.

Entertainment District Impacts

Key Highlights

- ✓ Activation sites expand commercial activity along Main Street to grow the entertainment district while preserving its historic, granular character.
- ✓ Concentrated ground-floor commercial near the Square strengthens daily activity and supports long-term entertainment-focused growth.
- ✓ Flexible use areas further from the Square and Main Street allow residential, Common Area Management, and added commercial to evolve while maintaining ground-floor vibrancy.



Market Analysis Takeaways

Key Highlights



Confirms commercial space goals are achievable in the study area



Recommendations reflect market conditions and competition across the city.



Identifies the realistic commercial capacity in the downtown market without overbuilding

Market Absorbable Conditions for Non-Residential

	Retail	Restaurant	Activation
Absorbable Sq. Ft. Per New Resident (200%)	8	4	1.86
Probable Absorbable Sq Ft Max after 20-25 years	49,929	18,283	10,489

Notes:

- These figures are based on the population as outlined in all areas.
- The figures illustrates show a full saturation of non-residential amenities

Character Areas Overview

Historic Core

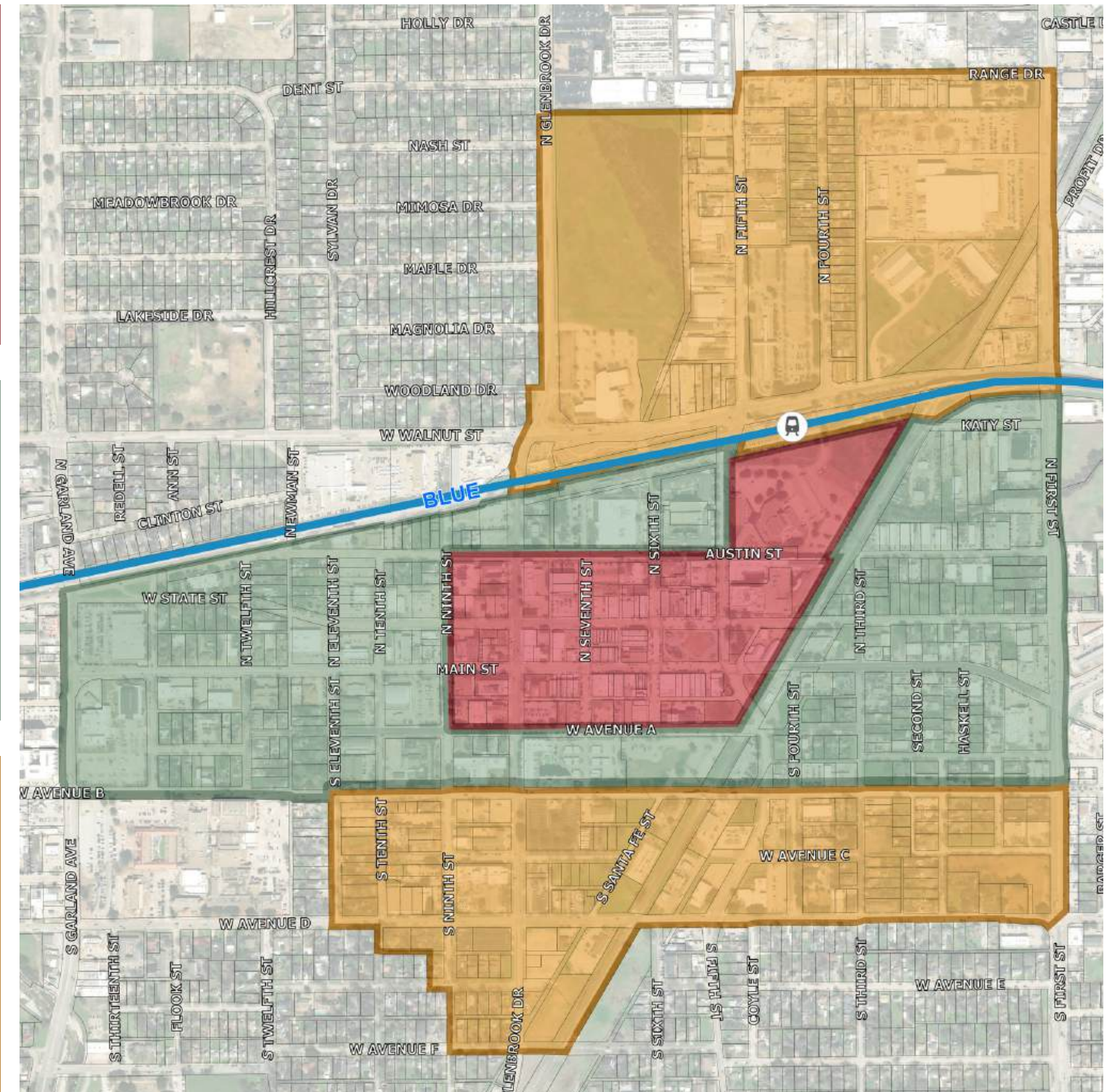
One to three stories with active ground-floor commercial uses that reinforce historic character and pedestrian activity.

Walkable Neighborhood

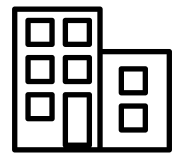
Mixed commercial and limited housing up to three stories, with active ground floor uses and five stories along arterial roads.

Activity Corridor

Two to six stories with concentrated commercial intensity along Walnut and Avenue B supporting corridor activity.



Historic Core Overview



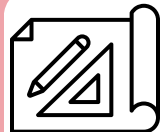
Form & Massing

- 1-3 Stories tall
- 10' max. front setback
- Active ground floor uses
- Parking in the rear or side
- 1st Floor height: 12' - 15'



Placemaking & Identity

- Reinforce the Square as the civic heart through active buildings, coordinated signage, seasonal displays, and clear design standards



Architectural Character

- High quality brick or stone on primary facade
- Murals or artwork on non-primary facades
- Tall or modern buildings that do not align with the Historic Core materials or character may be permitted with City Council approval



Streetscape Standards

- Continue streetscapes already installed in the original 13 block area.
- Street trees, lighting, awnings, signage
- Outdoor dining



Historic Core Recommendations

Historic Core Units & Sq Ft	
Use	Amount
Multifamily 1 Bed	83
Multifamily 2 Bed	111
Multifamily 3 Bed	45
Townhouse	0
Single Family	0
Retail SF	37,384 SF
Restaurant SF	12,250 SF
Activity SF	2,250 SF
Office Sf	2,200 SF
Hotel	75 - 125 Rooms

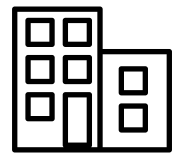
Notes:

- Parking will be programmed for zoning requirements.
- Hotel capacity is capped by architectural style, location, and other zoning requirements.

Historic Core - Potential Tax Generated		
Sales tax	Property Tax	Occupancy Tax
\$381,794.20	\$478,201.66	\$169,038.54



Walkable Neighborhood Overview



Form & Massing

- 1-5 Stories tall
- 10' - 25' front setback
- A variety of housing typologies
- Garage or parking accessed from alleys



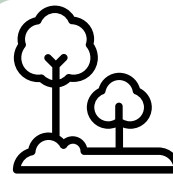
Architectural Character

- Pitched roofs, lap siding, brick or fiber cement board exteriors
- Reflect details from nearby homes



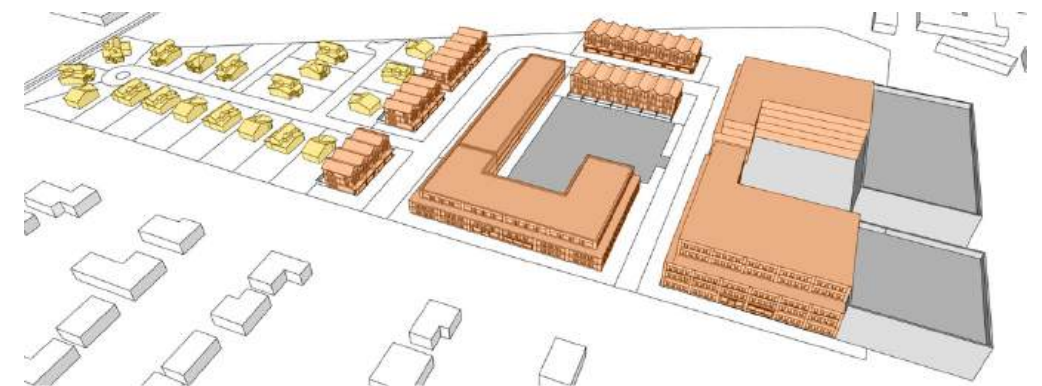
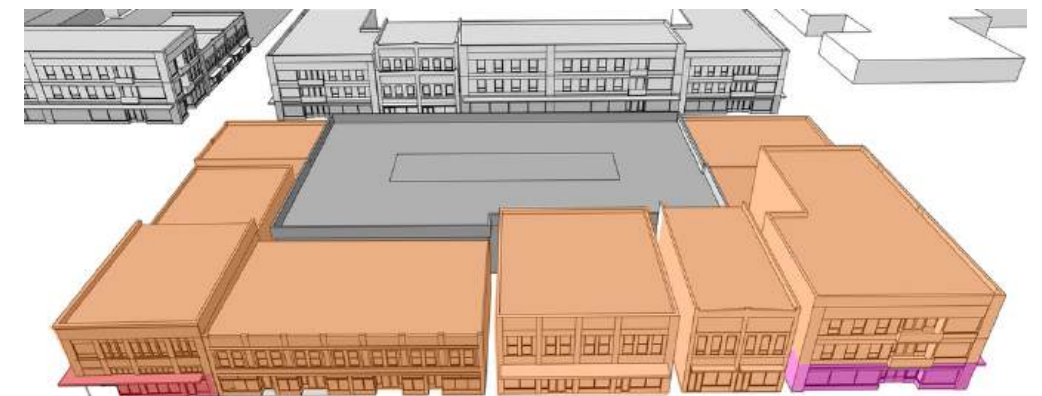
Placemaking & Identity

- Gateway signs along Main Street
- Encourage small gathering spaces within new residential developments
- Short-term pop-up events in parking lots



Streetscape Standards

- Continuous sidewalks & small driveways
- Street facing entrances, lighting, street trees for all new developments
- Limited public funds for sidewalk or lighting improvements

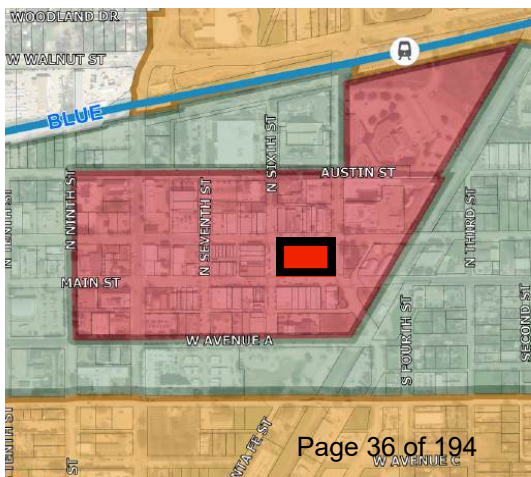
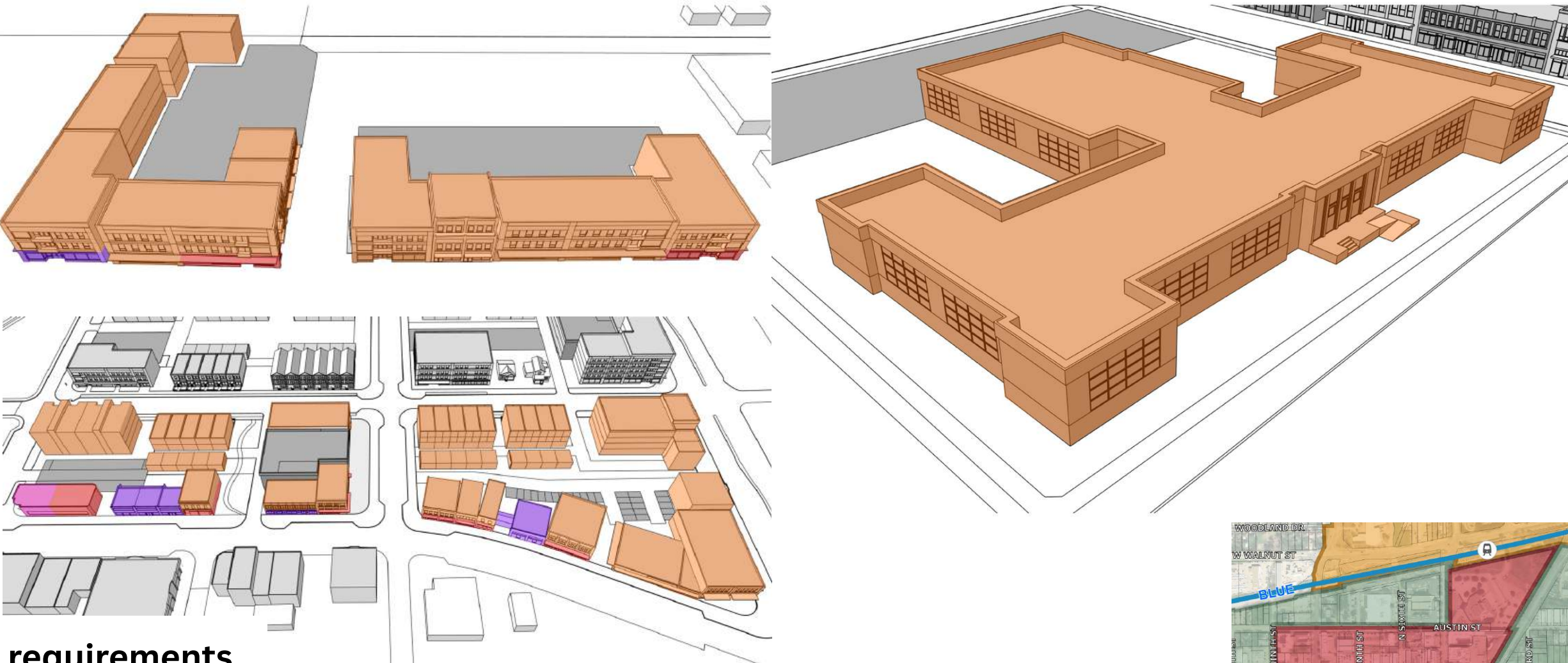


Walkable Neighborhood Recommendations

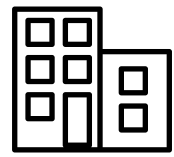
Walkable Neighborhood Units & SF	
Use	Amount
Multifamily 1 Bed	251
Multifamily 2 Bed	331
Multifamily 3 Bed	123
Townhouse	78
Single Family	0
Retail SF	22,500 SF
Restaurant SF	15,750 SF
Activity SF	4,500 SF
Office Sf	2,200 SF

Note: Parking will be programmed for zoning requirements.

Walkable Neighborhood - Potential Tax Generated	
Sales tax	Property Tax
\$476,314.80	\$1,156,365.34



Activity Corridor Overview



Form & Massing

- 2-6 Stories tall
- 5' - 15' front setback
- Active ground floors
- Stepback after 3rd floors
- Parking in the rear



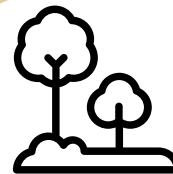
Placemaking & Identity

- Gateway signs along Main Street
- Encourage small gathering spaces within new residential developments
- Short-term pop-up events in parking lots



Architectural Character

- Brick, cast stone, fiber cement board & storefront glass (60% or more transparency)
- Variety of different rooflines
- Building front breaks every 40- 50 feet



Streetscape Standards

- 6' - 8' wide sidewalks
- Street trees, landscaping, lighting, benches, & bike racks are required
- Limited number of driveways and street openings on major roads

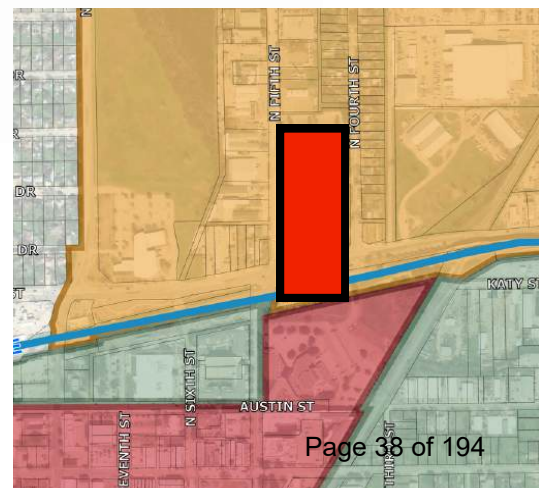
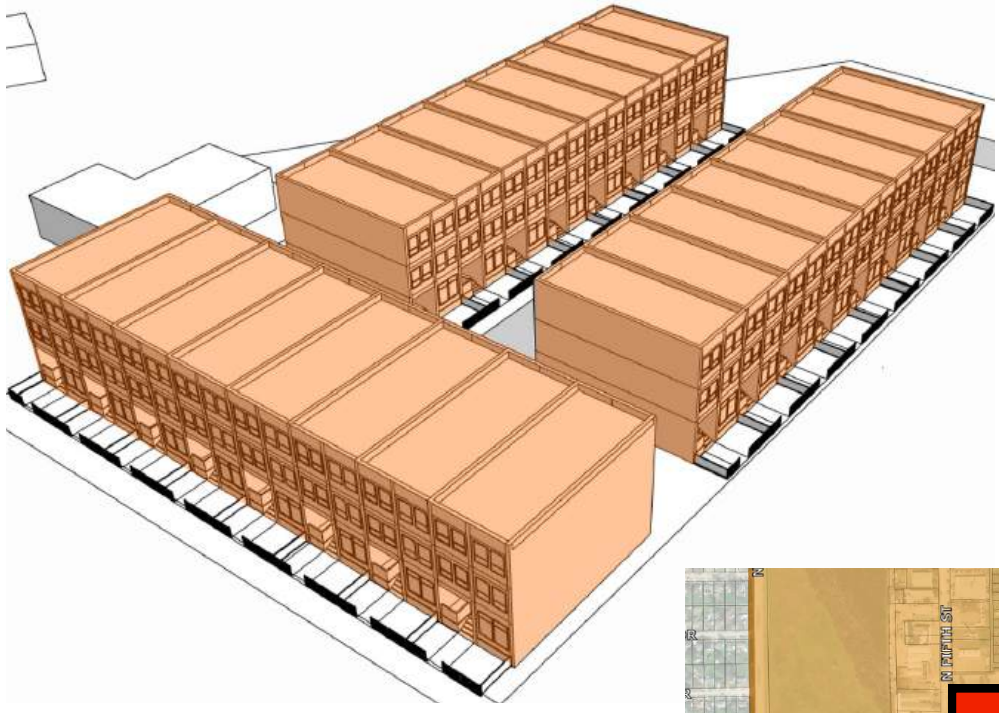
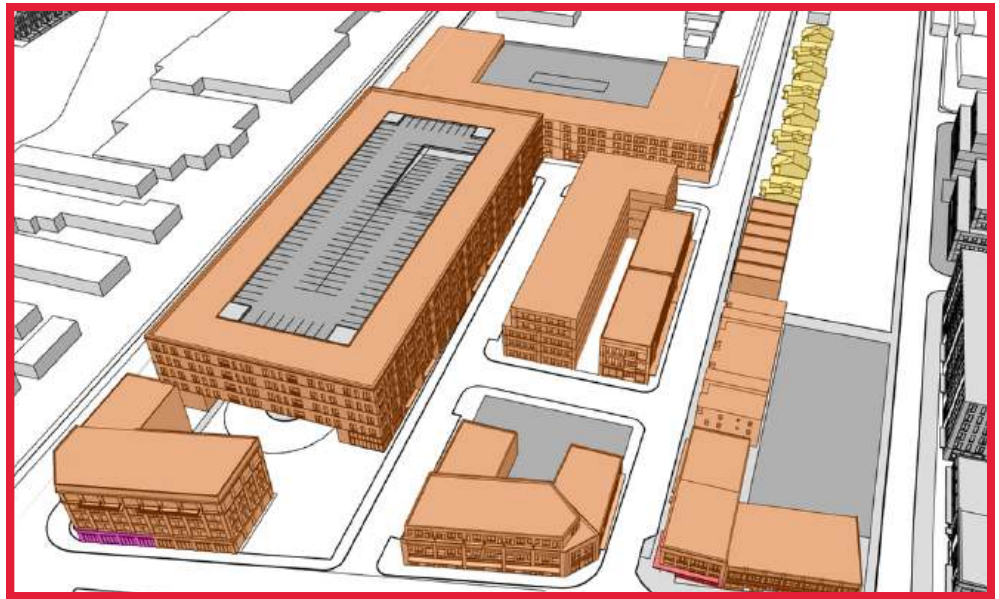
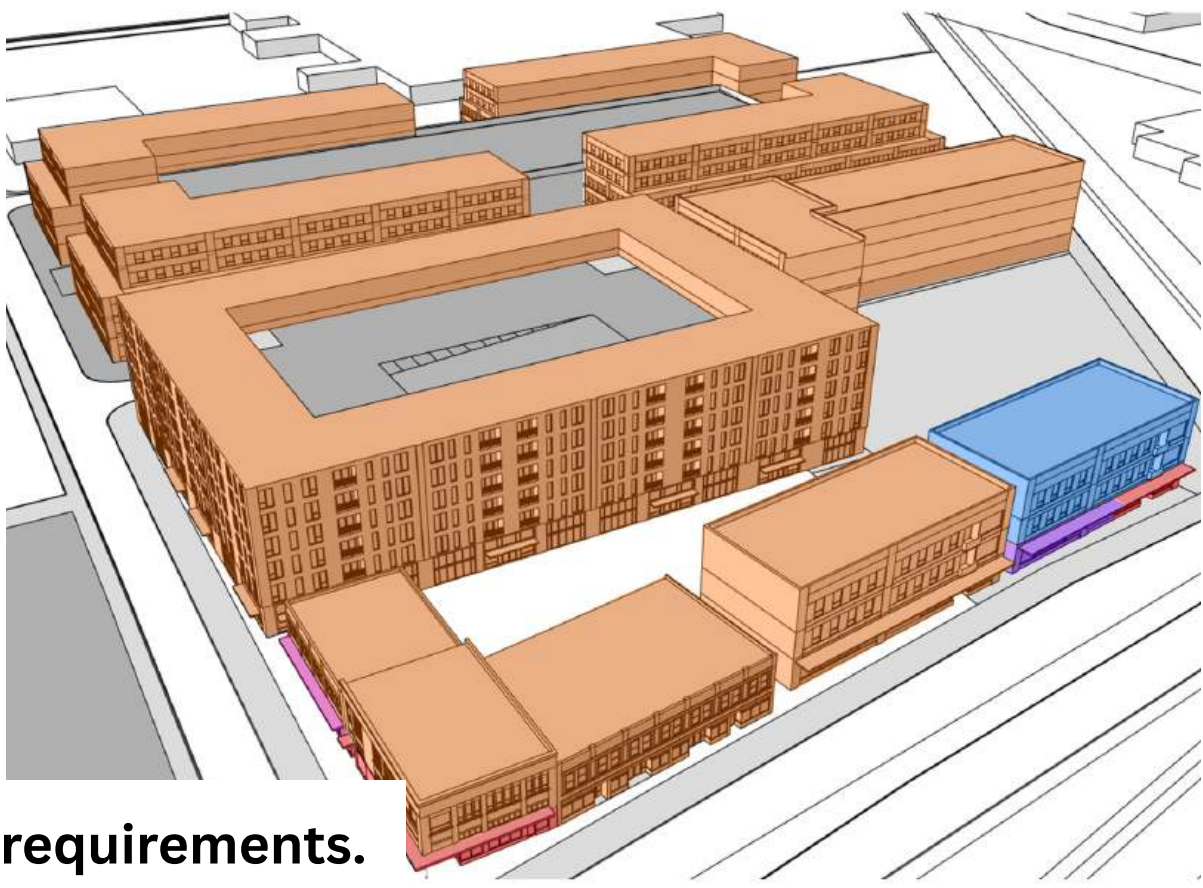


Activity Corridor Recommendations

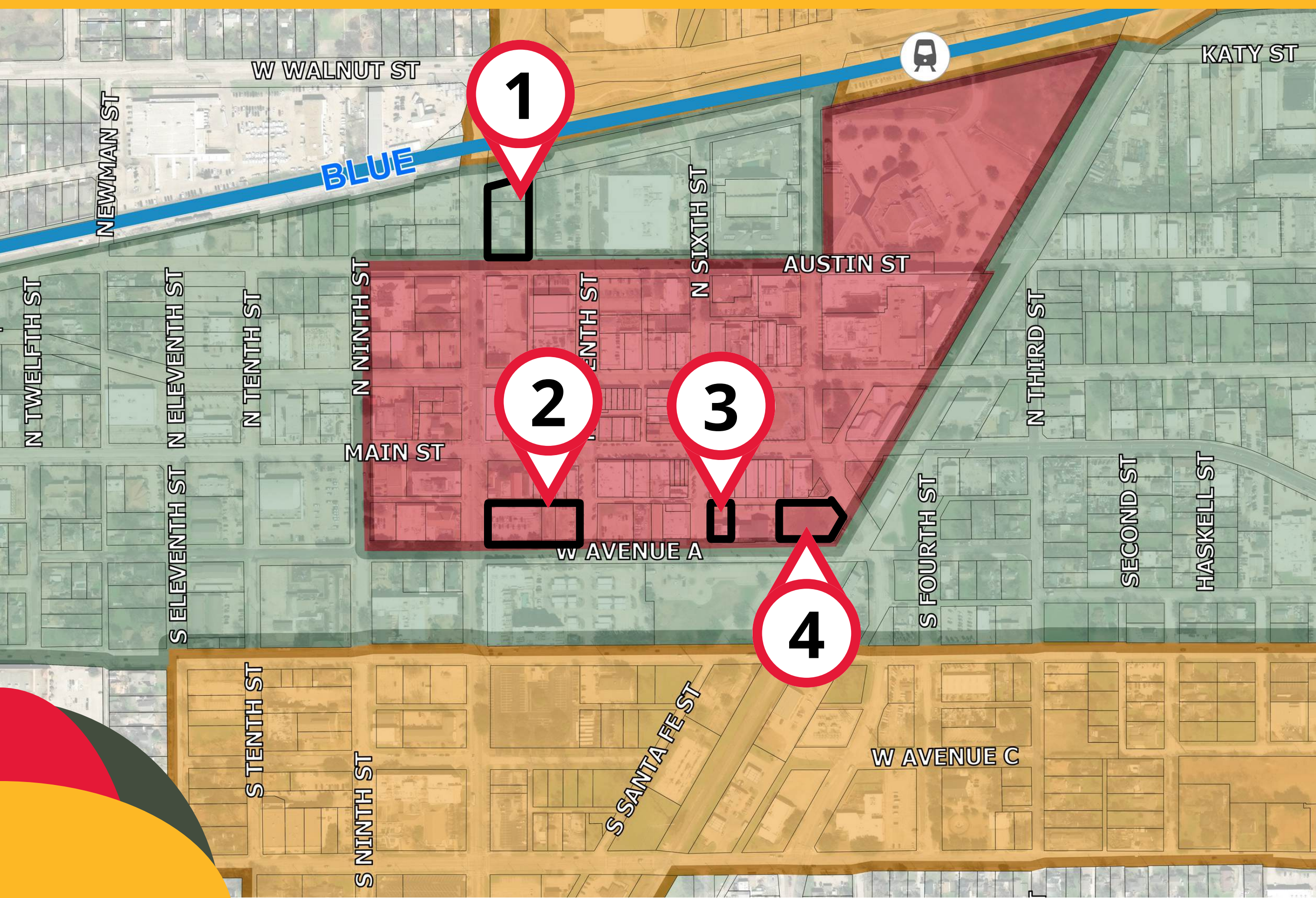
Activity Corridor Units & SF	
Use	Amount
Multifamily 1 Bed	551
Multifamily 2 Bed	742
Multifamily 3 Bed	348
Townhouse	59
Single Family	27
Retail SF	4,500 SF
Restaurant SF	2,250 SF
Activity SF	3,000 SF
Office Sf	10,400

Note: Parking will be programmed for zoning requirements.

Activity Corridor - Potential Tax Generated	
Sales tax	Property Tax
\$280,656.20	\$2,033,088.79



City Owned Parcels



1

Lot Next to
the Library

2

Lot at Glenbrook
& Ave A

3

Boy Scout Building

4

Lot Behind
Fortunate Son

City Owned Parcels #1

1 Lot Next to the Library



City Owned Parcel #3

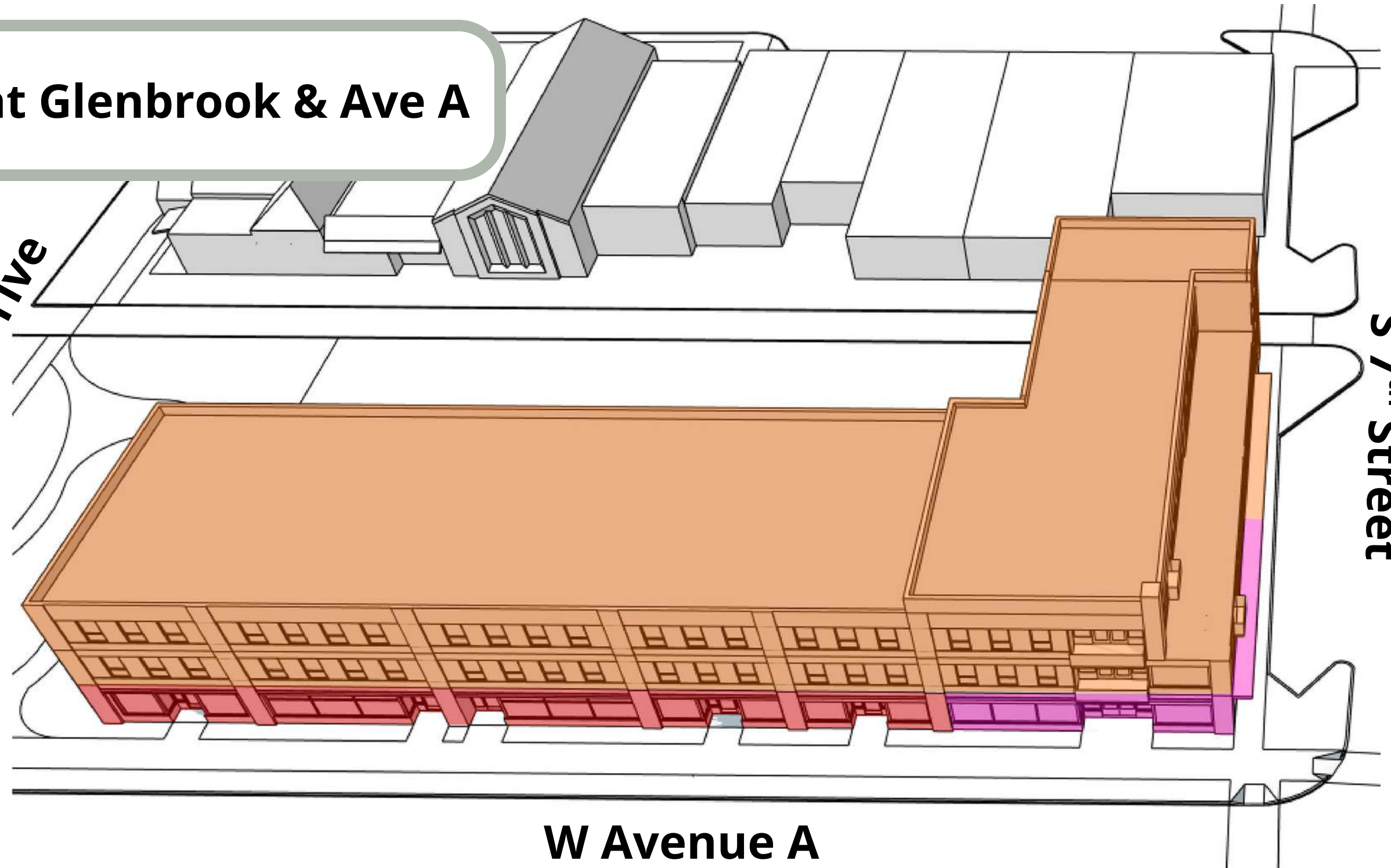
2

Lot at Glenbrook & Ave A

S Glenbrook Drive

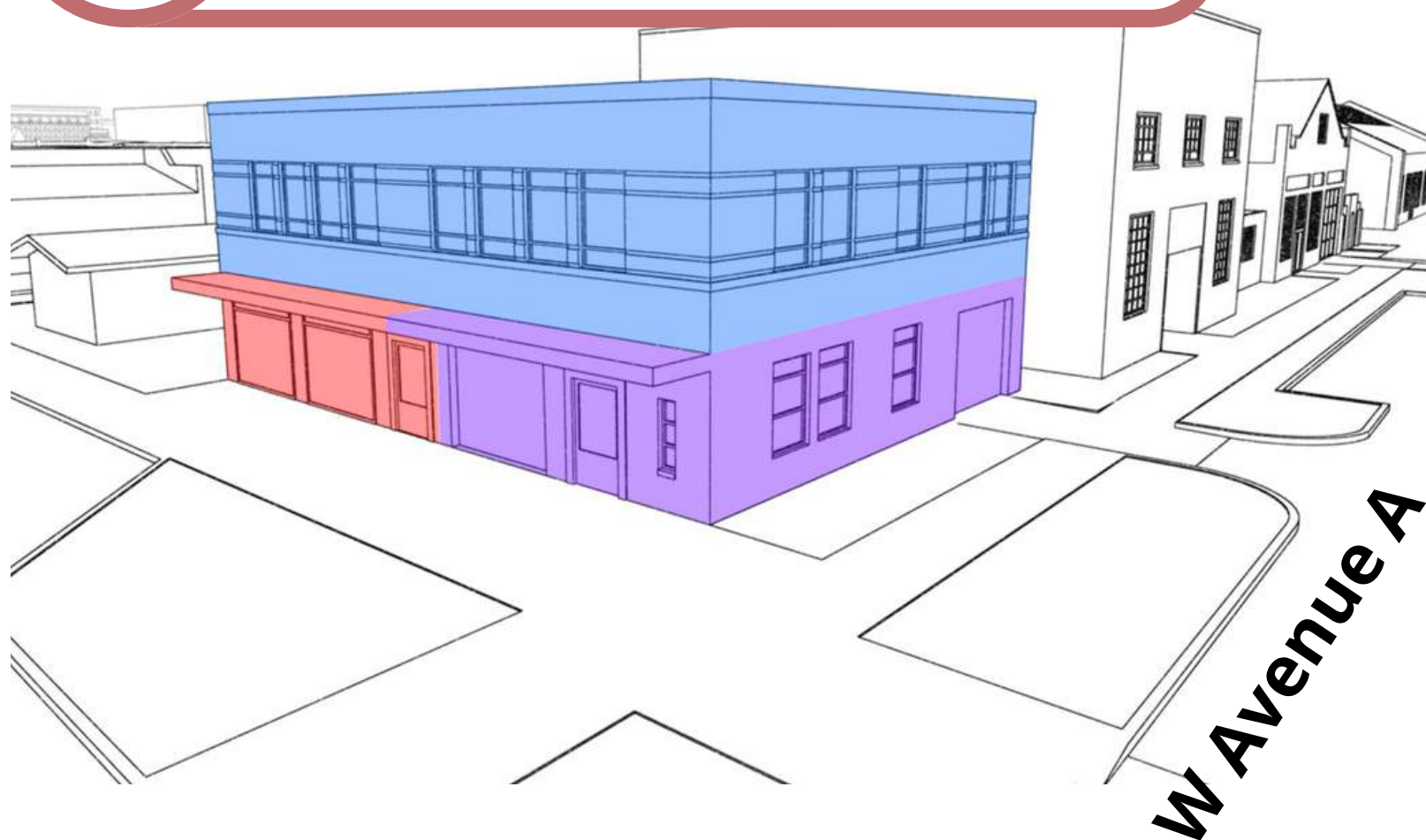
S 7th Street

W Avenue A



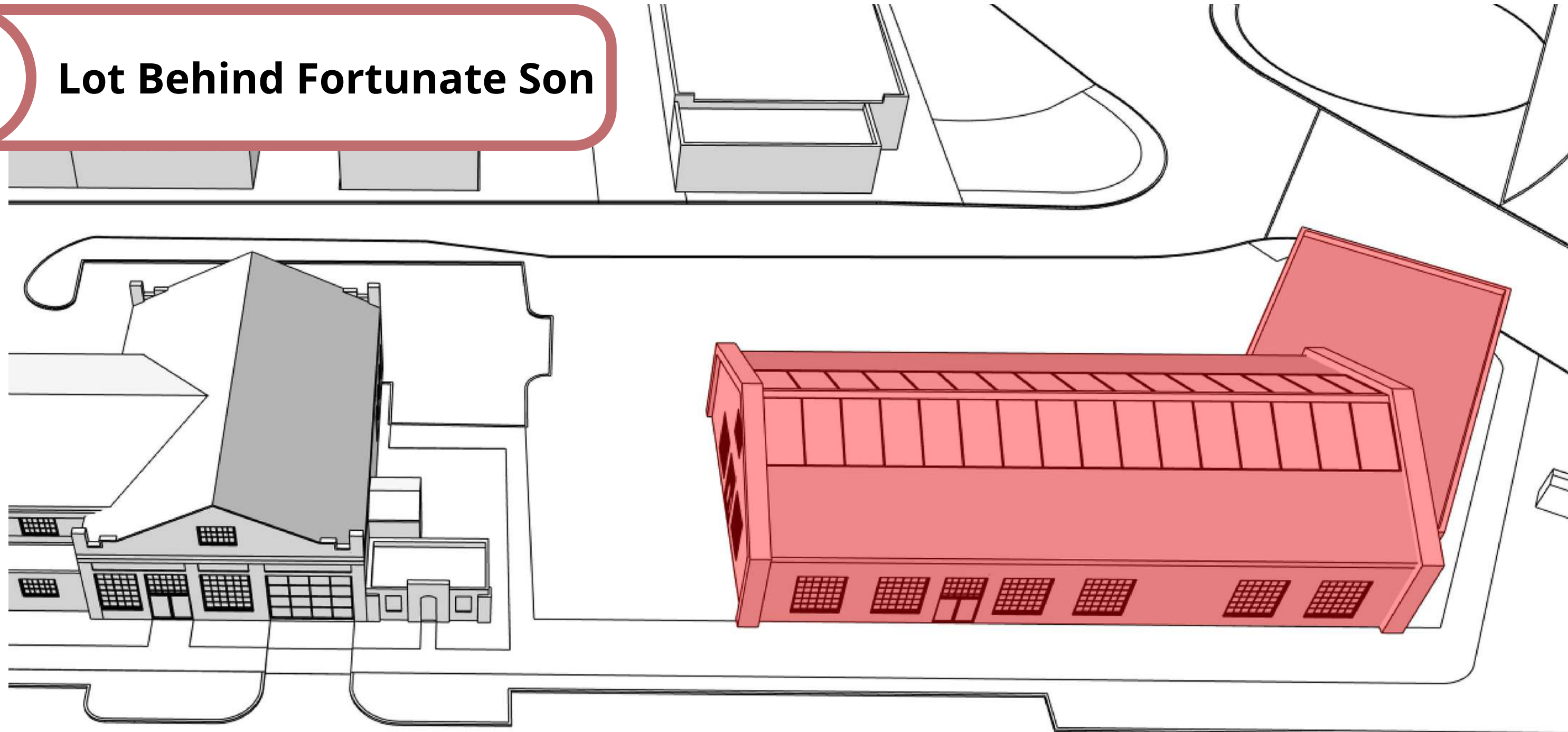
City Owned Parcel #2

3 Boy Scout Building



City Owned Parcel #4

4 Lot Behind Fortunate Son



W Avenue A

**Location is anticipated to be a
restaurant and retail incubator**

Final Deliverables for Downtown Plan



Graphic Plan.

Clear visual summary of the development strategy.



Interactive Spreadsheet. Council and staff can adjust unit counts, density, or phasing to see real-time changes in tax generation, jobs, and population.

Area	Use	Office Space SF	Restaurant SF	Activation	Retail SF	Parking Proposed	Residential 1 bed	Residential 2 bed	Residential 3 bed	Residential TH/ SF/ LW	Hotel Rooms	Residential Parking Required	All Other parking required	Parking Required	Parking Surplus
Phase 1															
1.1	Multifamily (Condo)	0	0	0	0	330	26	39	17			103	0	103	
Total Area 1.1		0	0	0	0	330	26	39	17	0		103	0	103	227
1.2	Surface Parking					200									
1.2.1	Mixed Use (Office)	2423	0	0	2	0	0	0	0	0		0	15	15	-15
1.2.2	Multifamily (Condo)	0	0	0	0	0	8	12	5	0		46	0	46	-46
1.2.3	Townhomes	0	0	0	0	8	0	0	0	4		4	0	4	4
1.2.4	Townhomes	0	0	0	0	8	0	0	0	4		4	0	4	4
1.2.5	Townhomes	0	0	0	0	10	0	0	0	5		5	0	5	5
1.2.6	Townhomes	0	0	0	0	12	0	0	0	6		6	0	6	6
1.2.7	Townhomes	0	0	0	0	10	0	0	0	5		5	0	5	5
1.2.8	Multifamily (Condo)	0	0	0	0	0	6	9	4	0		35	0	35	-35
1.2.9	Townhomes	0	0	0	0	10	0	0	0	5		5	0	5	5
1.2.10	Townhomes	0	0	0	0	10	0	0	0	5		5	0	5	5
1.2.11	Multifamily (Condo)	0	0	0	0	0	12	18	8	0		70	0	70	-70
1.2.12	Multifamily (Condo)	0	0	0	0	0	13	19	8	0		74	0	74	-74
Total Area 1.2		2423	0	0	2	268	39	58	25	34		259	15	274	-6
1.3	Alley Activation	0	0	0	0	0	0	0	0	0		0	0	0	0
Total Area 1.3		0	0	0	0	0	0	0	0	0		0	0	0	0
1.4	Mixed Use (Residential)	0	0	1	5	30	21	20	9	0		63	0	63	-33
Total Area 1.4		0	0	1	5	30	21	20	9	0		63	0	63	-33
1.5	Surface Parking					30									30
1.5.1	Mixed Use (Residential)	0	1	0	2	0	0	5	0	0		6	28	34	-34
1.5.2	Mixed Use (Residential)	0	1	0	2	0	0	5	0	0		6	28	35	-35
1.5.3	Commercial	0	0	0	2	0	0	0	0	0		0	9	9	-9
1.5.4	Commercial	0	1	0	2	0	0	0	0	0		0	26	26	-26
Total Area 1.5		0	3	0	8	30	0	10	0	0		12	91	104	-74
1.6															
1.6.1	Mixed Use (Office)	2287	1	0	2	0	0	0	0	0		0	13	13	-13
1.6.2	Business Incubator (10,684)	0	0	0	0	0	0	0	0	0		0	0	0	0
Total Area 1.6		2287	1	0	2	0	0	0	0	0		0	13	13	-13
Total Phase 1		4710	4	1	17	658	86	127	51	34		437	119	557	101

Area 1.6

Recommendation

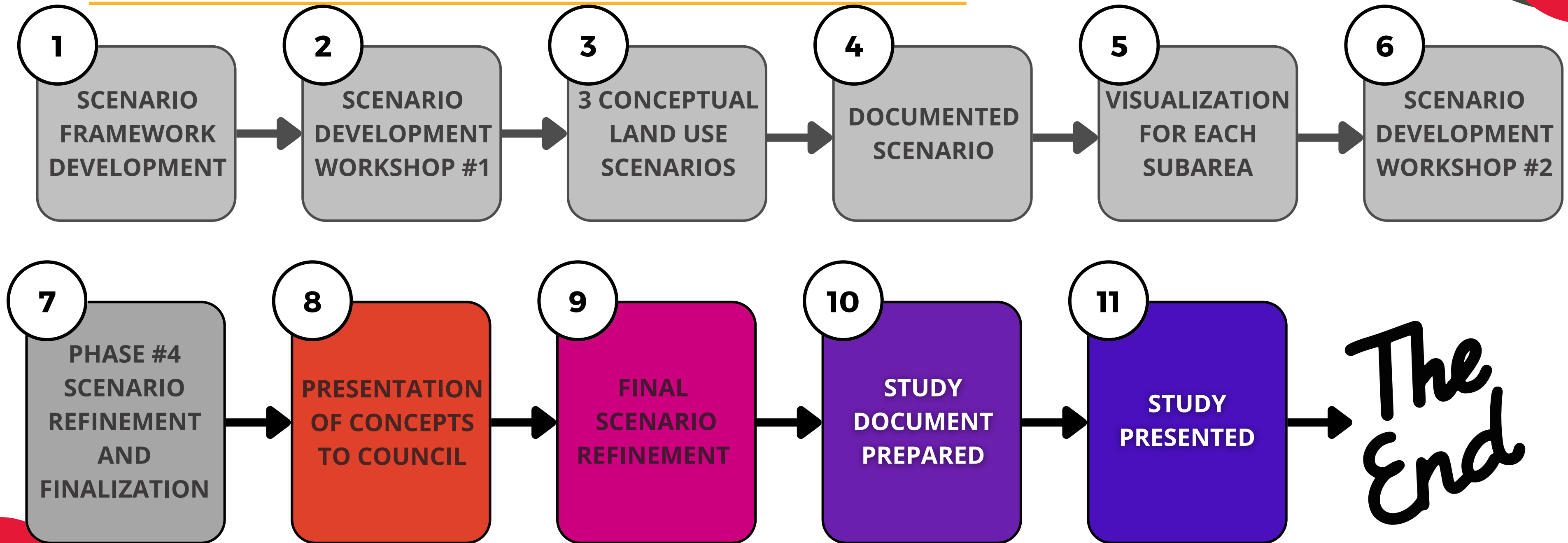
As part of the Phase 1 recommendations, the City should support the rehabilitation and adaptive reuse of the existing Boy Scout Building and the development of a new one-story civic facility on the adjacent site. Area 1.6 includes two buildings (Buildings 1.6.1 and 1.6.2) that strengthen the civic and community presence in Downtown Garland by introducing flexible, publicly oriented spaces that serve residents, organizations, and visitors. The reuse of the Boy Scout Building (Building 1.6.1) preserves a recognizable downtown structure while providing new commercial and office opportunities, and the new business incubator (Building 1.6.2) establishes a venue for retail, events, meetings, and programming that complement ongoing downtown activation efforts.

Program Summary:



Development Figures 1.6			
Use Type	Detail	Amount Created	Unit Size (SF)
Business Incubator	Retail	1	10,684
Mixed-use Commercial			
Retail	Ground Floor	2	600
Restaurant	Ground Floor	1	1000
Executive Offices	Second Floor	4	300
Large Office	Second Floor	1	1,000

Next Steps



QUESTIONS?



GARLAND

TEXAS MADE HERE



GARLAND

CITY COUNCIL STAFF REPORT

2

Meeting Date: December 15, 2025

Title: MD Pathways Program Update

Submitted by: Phillip Urrutia, Assistant City Manager

Strategic Focus Area: Customer-Focused City Services

Issue / Summary

The City of Garland and MD Health Pathways are advancing the Tap Telehealth program, concentrating on senior outreach, citywide communication, and preparations for the utility billing software update. Senior engagement efforts now include flyer distribution, pop-up events, and planned presentations. Broader communication continues through mailings, bill inserts, community events, and digital outreach. Operational work on the billing software remains on schedule, with program launch expected in May/June. To date, 3,139 residents have opted out of the program.

Background

MD Health Pathways and the City have expanded senior outreach through coordinated efforts with the Recreation Department and Senior Services. Flyers have been distributed at Senior Center programs, with a full presentation for seniors ready to be scheduled. Additional outreach includes door-hanger campaigns in senior-dense neighborhoods (identified through DCAD data), pop-up events, and outreach to Dallas County Meals on Wheels to include Garland-specific materials.

Citywide communication is being executed through multiple channels. Council previously asked about a potential additional citywide mailer, estimated to cost \$20,000 if pursued. The program will be featured in upcoming City Press mailings reaching over 80,000 addresses, and utility bill inserts were delivered in December directing residents to online FAQs. Public engagement has also occurred at community events such as Christmas on the Square. MD Pathways continues digital outreach through billboards, social media, and new video content, with FAQs updated regularly based on resident feedback.

Operationally, AUS and Customer Service are completing testing for the utility billing software update, anticipated for late January. This update will allow the Tap Telehealth line item to be added to utility bills starting in February. The overall launch timeline remains on track for May/June.

Consideration / Recommendation

Council decision on additional mailer: Moving forward with the estimated \$20,000 citywide mailer requires direction from Council.

Attachments

A. Agreement W/ MD Pathways

Master Telehealth Services Agreement

This Master Telehealth Services Agreement (the "**Agreement**") is made and entered into as of 09/17/2025, by and between **Pathways Physicians Texas, PLLC**, a Texas professional limited liability company (hereinafter "**PPTX**"), and the **City of Garland, a Texas home-rule municipality** (hereinafter the "**City**"). PPTX and the City may each be referred to as a "**Party**" and collectively as the "**Parties**."

Recitals

- **Whereas**, the City desires to offer its residents access to telehealth immediate medical care ("TIMC") as a community benefit program, funded by voluntary contributions collected pursuant to the terms hereof;
- **Whereas**, the program contemplated hereunder would not, and is not intended to, raise revenue for the City or that the City will expend any funds from the General Fund in furtherance of said program;
- **Whereas**, PPTX is a provider of TIMC and has the expertise and resources to deliver such services to the City's residents; and
- **Whereas**, the Parties have negotiated this Agreement to set forth the terms under which PPTX will provide TIMC and the City will facilitate access to the program, with provisions intended to protect both Parties' legal, operational, and financial interests;

Now, therefore, for and in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the Parties agree as follows:

1. Definitions

For purposes of this Agreement, the following capitalized terms have the meanings set forth below. Other terms may be defined in context within this Agreement.

- **"Telehealth Services"** -- The remote TIMC intended to prevent aggravation of physiological illness or injury described in this Agreement that PPTX will provide to Participating Households, including virtual medical consultations by licensed physicians or other qualified healthcare professionals via telephone, video, text messaging, or other electronic communication methods.

- **"Household"** -- A residential utility account holder in the City (e.g., a single-family residence or other residential unit that receives a City utility bill) that is eligible to participate in the telehealth program.
- **"Participating Household"** -- A Household that has not opted out of the telehealth program and is current on its monthly telehealth Contribution, and therefore is entitled to receive Telehealth Services under this Agreement.
- **"Contribution"** -- The monthly fee voluntarily paid per Household to fund the telehealth program (rates as specified in Section 5.1, subject to CPI adjustments as set forth in Section 5.1).
- **"Introductory Term"** -- The period spanning the first 6 months from and after the Program Launch Date. It will include meetings between representatives of the Parties following every 3 months to review program effectiveness and recommended changes. Also, PPTX shall provide up to three temporary call center employees to manage increased call volume during the Introductory Term.
- **"Initial Term"** -- The initial duration of this Agreement as specified in Section 2.1.
- **"CPI"** -- The Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (or, if such index is discontinued or not available, a comparable index mutually agreed by the Parties), used for calculating allowable annual price adjustments beginning in Year 3, as described in Section 5.1.
- **"Program Launch Date"** - The first date on which the City includes the Contribution charge on utility bills and Participating Households may begin using the Telehealth Services.

2. Term of Agreement

2.1 Initial Term: The term of this Agreement shall commence on the Program Launch Date and continue for an initial period of **seven years** thereafter, unless earlier terminated in accordance with this Agreement (the **"Initial Term"**). The Initial Term includes the Introductory Term. Following the execution of this Agreement, the Parties will agree in writing to a Program Launch Date based on the City's determination that its customer service and billing systems will adequately support the program launch.

2.2 Renewal Terms: Upon expiration of the Initial Term, this Agreement may be renewed for additional terms (each a **"Renewal Term"**) of a duration to be negotiated by the Parties upon the written agreement of both Parties. Unless a Party gives written notice of non-renewal at least 180 days before the end of the Initial Term or then-current Renewal Term, this Agreement shall renew on a month-to-month basis under the terms of the immediately preceding Term until

either (i) the Parties execute a written agreement for a Renewal Period, or (ii) this Agreement is terminated by either Party pursuant to Section 6.

3. Scope of Services

3.1 Telehealth Services Provided. PPTX shall furnish comprehensive **Telehealth Services** to all Participating Households in accordance with this Agreement.

- **Standard Service Window.** Telehealth Services will be routinely available **every day, including holidays, from 8:00 a.m. to 10:00 p.m. Central Time** (the "Standard Service Window").
- **24 / 7 Expansion Option.** Should the City later determine that around-the-clock availability is desirable, the Parties may amend this Agreement to extend coverage to a full 24 / 7 model at mutually agreed pricing and service-level terms. Until such amendment is executed, PPTX has no obligation to provide Telehealth Services outside the Standard Service Window.

During the Standard Service Window, residents may consult with qualified, Texas-licensed healthcare providers via secure text/SMS, telephone, video conference, or a designated telehealth platform/application. Telehealth Services include, without limitation:

- On-demand immediate evaluation and advice for perceived physiological illness or injury;
- Diagnosis and treatment recommendations for common illnesses and minor injuries (e.g., colds/flu, infections, minor sprains);
- Prescription services when clinically appropriate and lawful, including transmittal to local pharmacies;
- Triage guidance on whether in-person urgent care or emergency services are recommended;
- Answers to health-related questions and early-intervention coaching for chronic-condition management; and
- Referrals to specialists or community health resources when an issue is beyond the scope of telehealth or requires follow-up.

PPTX shall ensure that Telehealth Services are provided **without any per-visit charge** to the patient or the City beyond the monthly Contributions set forth in Section 5; Participating

Households therefore receive **unlimited** access---subject to reasonable controls---covered by the program.

3.2 Licensed Personnel and Standard of Care: PPTX shall ensure that all services are provided by individuals holding the necessary **professional licenses and certifications** in the State of Texas (e.g., medical doctors or osteopathic physicians licensed by the Texas Medical Board, nurse practitioners or physician assistants if utilized, etc.). PPTX will provide Telehealth Services in accordance with the **prevailing standard of care** for telemedicine and all applicable laws and regulations. This includes compliance with Texas telemedicine requirements (e.g., establishing a valid physician-patient relationship via telehealth as required by Tex. Occupations Code and Texas Medical Board rules), maintaining patient privacy and security in accordance with **HIPAA** and other applicable privacy laws, obtaining any necessary consents for treatment via telehealth, and maintaining thorough medical records of telehealth encounters. PPTX is solely responsible for the acts and omissions of its physicians and staff; however, nothing in this Agreement shall be construed to create an employer-employee relationship between the City and any PPTX personnel (see Section 11.4). PPTX will have physicians who are multi-lingual and, if needed, able to provide services in languages prevalent in the community (to the extent practicable, such as Spanish for Spanish-speaking residents), or through translation services if necessary.

3.3 Service-Level Standards. PPTX shall use commercially reasonable efforts to maintain the performance standards set forth in **Exhibit A (Service Level Agreement and Key Performance Indicators)**, which is incorporated herein. The primary objective metric is **Availability / Uptime**: the Telehealth Services are expected to remain continuously operational during the Standard Service Window (8 a.m.--10 p.m. CT, seven days a week), except for infrequent, short maintenance windows that PPTX will schedule during historically low-usage periods and, when practicable, announce to the City in advance.

PPTX will monitor platform performance and promptly correct material service degradations. The Parties acknowledge that isolated anomalies may arise (e.g., a brief carrier outage or unexpected surge), but sustained or repeated service interruptions, after notice and a reasonable cure period, may be treated as a breach under Section 6.2. No specific "time-to-patient" or response-interval targets are imposed under this Agreement unless the Parties later amend Exhibit A to include such metrics by mutual written consent.

3.4 Reporting and Monitoring: PPTX shall provide the City with regular reports to facilitate oversight of the program's success and compliance with service standards. At a minimum, PPTX will provide:

- **Introductory Term Reports:** During the second City Council Work Session meeting of each month during the Introductory Term, PPTX will provide a presentation to the City Council. The presentation shall include, but not be limited to, the number of telehealth consultations provided to Garland residents under this program, average and maximum wait/response times; any downtime or service interruptions (with dates, duration, and reason for downtime/interruption); and summary of any resident feedback or complaints

received (with general nature of issue and resolution, but without any personal health details).

- **Monthly Reports:** By the 15th of each month, PPTX will deliver a report for the previous month detailing: the number of telehealth consultations provided to Garland residents under this program; the number of unique Households that utilized the service; average and maximum wait/response times; any downtime or service interruptions (with dates and duration); and a summary of any resident feedback or complaints received (with general nature of issue and resolution, but without any personal health details).
- **Annual Reports:** Within 30 days after each anniversary of the Program Launch Date (and within 30 days after termination or expiration, if applicable), PPTX will present to the City Council during a Work Session meeting a comprehensive annual report summarizing the above metrics over the year, identifying trends (e.g., utilization rates, peak usage times, most common consultation types), and including any recommendations for program improvements or adjustments for the City's consideration.

These reports shall be provided in a format reasonably requested by the City (for example, a written csv or Excel report and an accompanying spreadsheet of key data). **Privacy Note:** The City acknowledges that medical consultations are private. PPTX will **not disclose any Protected Health Information (PHI)** or personally identifiable patient information to the City in these reports, beyond what is needed for program administration. All usage data will be aggregated and de-identified in compliance with HIPAA. The City may use the aggregated data for lawful purposes such as public reports to City Council on program effectiveness.

3.5 Program Limitations and Resident Guidance: PPTX's Telehealth Services are intended to provide TIMC to aid in the diagnosis and prevention of the aggravation of physiological illness or injury. The program is **not** health insurance and is not a replacement for in-person primary care or in-person emergency services as may be required by health insurance. PPTX shall ensure that all Participating Households are informed (via welcome materials, the utility bill insert in Exhibit C, or initial interactions) that **for any medical emergency or conditions requiring immediate hands-on care, residents should call 9-1-1 or go to the nearest emergency facility.** PPTX providers will use professional judgment to direct patients to in-person emergency care or in-person evaluation if symptoms suggest a serious condition (e.g., chest pain, severe shortness of breath, signs of stroke, etc.) that cannot be sufficiently diagnosed by TIMC. Furthermore, the Telehealth Services do not cover the cost of prescriptions or external medical services---those remain the patient's responsibility (though PPTX's services include helping locate low-cost options or referrals). Participating Households should maintain any regular health insurance or primary physician relationships they have; this program is a supplemental benefit to increase access to care. PPTX will not provide long-term management of chronic diseases beyond telehealth advice and directing patients to appropriate follow-up; nor will PPTX prescribe any medications that are not legally permissible via telehealth or without an in-person examination when required by law.

3.6 Changes in Scope of Services: If the City requests an expansion or significant change to the scope of Telehealth Services (for example, adding mental health tele-counseling or on-site services), or if PPTX proposes service enhancements (like a new telehealth platform feature), the Parties shall discuss such changes in good faith. No such change will be effective unless agreed in writing (e.g., as an amendment or added exhibit). Minor adjustments and improvements that do not materially alter the obligations of either Party (such as adding additional languages support or improving average response times) may be made by PPTX in the ordinary course, with notice to the City. Any change that could affect the pricing or costs must be mutually agreed.

3.7 PPTX-Funded Support Positions: To facilitate the successful launch and implementation of the telehealth program and to ensure the City does not incur any expense associated with the program, PPTX agrees to fund the following temporary positions:

- **Utility Billing Agent:** PPTX will fund one Garland employee position for a period of 6 months from the Program Launch Date, at a rate equal to the current utility billing customer service representative rates established by the City. This employee will focus on addressing resident inquiries related to the telehealth program billing, assisting with opt-out requests, and supporting the initial implementation of the program within the City's utility billing system. The City shall hire or assign this individual according to its standard employment procedures. Such funds for the actual cost of this position (salary and benefits) shall be shown as a credit on the amounts owed to PPTX pursuant to Section 5 hereof.
- **Community Liaison:** PPTX will fund a community liaison position for a period of 9 months, beginning 3 months before the Program Launch Date and continuing 6 months after the Program Launch Date, to promote the program throughout the community. PPTX will request the City's assistance in identifying a suitable candidate for this role, preferably a former council member or other individual with strong community connections who is trusted by Garland residents. The hourly wage for this position will be negotiated directly between the selected individual and PPTX. The community liaison will report to PPTX but will coordinate activities with the City's marketing efforts described in Exhibit D. The community liaison's responsibilities shall include attending community events, meeting with neighborhood groups, and otherwise raising awareness of the telehealth program.
- **Temporary Call Center Employees:** As referenced above, PPTX will fund three Garland employee positions at the call center for the Introductory Term, at a rate equal to the current call center employee rates established by the City. The City shall hire or assign these individuals according to its standard employment procedures. Such funds for the actual cost of these positions (salary and benefits) shall be shown as a credit on the amounts owed to PPTX pursuant to Section 5 hereof.

PPTX shall provide the City with bi-weekly updates on the community liaison's activities. For clarity, the community liaison shall be an independent contractor of PPTX, not an employee of the City.

- **Process Consultant:** Following the Introductory Term, if determined by the City in its reasonable discretion that such an engagement would be beneficial, PPTX will engage, at its sole expense, a qualified process consultant to assist with business process mapping. The consultant's scope of work shall be (i) optimizing customer communication workflows and (ii) designing and supporting data exchange between MD Pathways and the City.

The funds contemplated by this Section shall be used solely for the purposes therein stated. Any remaining funds determined by the City to be unnecessary for the respective purpose shall be remitted to PPTX.

3.8 PPTX-Funded Program Support: To facilitate the successful launch and implementation of the telehealth program and to ensure the City does not incur any expense associated with the program, PPTX agrees to fund the following program support commitments:

- **Software Support:** PPTX shall provide the City with \$80,000, as a \$6,666.67 credit on the monthly remission of fees from the City to PPTX under Section 5.2 for the first year of the Program, for software support. These funds shall be used by City to license and upgrade customer service software, bill printing system integration, and associated Information Technology professional services.
- **Program Escrow:** Beginning with the first year of the Initial Term, PPTX shall provide the City with \$50,000 annually, as a \$4,166.67 credit on the monthly remission of fees from the City to PPTX under Section 5.2, for a program escrow. The City shall deposit these funds into an escrow account designated by the City to fund staffing and program-related costs incurred by City. The annual Program Escrow amount shall increase by an amount equal to three percent (3%) of the prior year's Program Escrow amount, starting in year two of the Initial Term and continuing through the remainder of the Initial Term and any Renewal Term until the Termination of this Agreement.
- **Community Assistance:** Beginning with the first year of the Initial Term, PPTX shall provide the City with \$25,000 annually, as a \$2,083.33 credit on the monthly remission of fees from the City to PPTX under Section 5.2, for community utility assistance. These funds shall be deposited into the City's bill assistance program. The annual Community Assistance amount shall increase by an amount equal to three percent (3%) of the prior year's Community Assistance amount, starting in year two of the Initial Term and continuing through the remainder of the Initial Term and any Renewal Term until the Termination of this Agreement.
- **Billing Insert Support:** PPTX shall provide the City with \$8,000 in year one of the program, as a \$666.66 credit on the monthly remission of fees from the City to PPTX

under Section 5.2, for billing inserts to accompany the utility bill and explain the service to customers, as contemplated in Section 4.1 below.

The funds contemplated by this Section shall be used solely for the purposes therein stated. Any remaining funds determined by the City to be unnecessary for the respective purpose shall be remitted to PPTX.

4. City's Obligations and Program Administration

4.1 Billing and Collection of Contributions: The City shall facilitate the funding of the telehealth program by acting as the billing and collection agent for the monthly **Contributions** from Participating Households. Beginning on the Program Launch Date (or the next practicable utility billing cycle) and continuing throughout the Term, the City will include on each eligible Household's utility bill a separate line item or charge labeled to indicate the telehealth services program Contribution (for example, "Telehealth Services Program -- [Month]" with the applicable amount). An explanatory addendum or insert will accompany or be incorporated into the bill, at least for the first billing cycle and periodically as needed, to explain the nature of this charge (substantially in the form attached as **Exhibit C**). The City's utility billing department shall handle the mechanics of billing this fee alongside normal Residential utility charges. Specifically for apartment complex buildings where utility charges are billed through a master meter, the City shall apply a single Contribution charge per meter, regardless of the number of individual units. Following the first year after the Program Launch Date, PPTX, at its discretion, shall be allowed to negotiate third-party contracts with those apartment complexes using master meters for Telehealth Services, and upon notice to the City by PPTX, the City shall be released of its obligation to collect the Contribution from those accounts. Collected Contributions shall be accounted for separately (for clarity, the City will track these funds, which will be owed to PPTX, distinct from general utility revenue). The City will exercise diligent efforts in billing and collecting Contributions, applying similar practices as it does for other City charges (except no service disconnections will occur solely for non-payment of the telehealth fee, as described in 4.2). The City will not markup or add additional fees to the Contribution; the agreed amounts (as specified in Section 5.1) are what residents pay and what is owed to PPTX (minus any uncollected amounts as noted in Section 5.2). If the City's billing system requires any initial setup or programming to implement this charge, the City will complete such setup prior to the Program Launch Date (with PPTX to assist in providing any needed information).

4.2 Resident Opt-Out Mechanism: Participation in the telehealth program is **voluntary** for City residents. The City shall implement and manage an **opt-out** system whereby any Household may choose not to participate and not be billed the Contribution. Key aspects of the opt-out process include:

- **Initial Opt-Out Period:** On or before the Program Launch Date, the City will notify all eligible Households of the upcoming telehealth program and give them a clear opportunity to opt out **before** the first charge appears. This can be achieved via a mailed notice or insert (Exhibit C) and through City communication channels (website, social

media, etc.). Residents might opt out by calling a designated City phone number, returning a form, or using an online website or portal -- the City will provide convenient methods and will log each opt-out request. Any Household that opts out in advance will not be billed the Contribution on the first or subsequent utility bills (unless they later opt back in).

- **Ongoing Opt-Out Rights:** After the Program Launch Date, a Household may opt out at any time by notifying the City through the established process. The City shall remove the telehealth charge from that Household's bill starting with the next billing cycle following the opt-out request (allowing for reasonable processing time).
- **Non-Payment Treated as Opt-Out:** If a Household does **not pay** the telehealth Contribution portion of its utility bill, the City will treat such non-payment as that Household's election to opt out of the program. In practice, the City may include a note on the bill or a courtesy reminder (e.g., "If you do not wish to participate in the telehealth program, you may opt out; non-payment of this charge will be interpreted as an opt-out."). The City is not required to undertake collection actions for unpaid Contributions beyond its standard utility bill collection processes. If a partial payment is made on a utility bill, the City's payment application protocols will first satisfy essential utility services and may leave the telehealth charge unpaid, indicating an opt-out. The City will not impose late fees, penalties, or service cut-offs solely for refusal to pay the telehealth Contribution; instead, the Household simply will be unenrolled (opted-out) for non-payment. The City will update its records to reflect that status and cease future billing to that account for the Contribution. (If that resident later wishes to rejoin, they could request to opt back in, in which case billing would resume in a future cycle.)
- **Data on Participation:** The City shall maintain accurate records of which Households are Participating Households (i.e., have not opted out and continue to pay) and which have opted out (or been deemed opted out for non-payment). The City will provide PPTX with an updated list (or accessible dataset) on at least a monthly basis identifying all Participating Households, or conversely all opted-out Households, so that PPTX knows whom it is obligated to serve. This list may be in the form of account numbers or another unique identifier; it need not include resident names (unless necessary for verification).. PPTX will use this information solely for verifying service eligibility and administration of the program.

In summary, **PPTX is only obligated to provide Telehealth Services to Participating Households**, and the City is only obligated to pay PPTX for Households that actually participate (pay the Contribution). Handling of opt-outs and the communication thereof is a critical City responsibility to ensure clarity on who is covered at any given time.

4.3 Remittance of Funds to PPTX: The City's payment obligations to PPTX are set forth in Section 5. In general, the City will act as a pass-through entity: collecting Contributions and remitting those collected funds to PPTX on a regular basis (monthly, unless otherwise agreed).

The City shall segregate or account for collected Contributions such that they are identifiable as funds due to PPTX. Collected amounts shall not be diverted to other City uses. The City will prepare a monthly summary of collections and promptly pay PPTX as described in Section 5.3. If the City anticipates any **administrative delays** or issues in remitting payment (for example, a software issue delaying calculation of amounts), it will inform PPTX and work to resolve it quickly. Both Parties acknowledge that timely and accurate flow of funds is essential to the success of the program.

4.4 Promotion and Marketing Support: The City will endeavor to actively promote the telehealth program. The City's specific marketing and outreach commitments are detailed in **Exhibit D (City Marketing Commitments)**. In general, the City will utilize its communication channels to raise awareness of the Telehealth Services among residents. This includes, at minimum: sending periodic informational mailers or bill inserts about the program, posting about the program on the City's official social media accounts several times per year, including program information in materials provided to new residents, and collaborating with PPTX to present the program at community events or health fairs. The City will designate a point of contact or coordinator to work with PPTX's team on marketing efforts, ensuring that messaging is accurate and consistent. All outreach will clearly convey that the program is an **"opt-out"** service (so people understand they are included unless they choose otherwise) and will highlight the service offered (unlimited telehealth access for a monthly fee). The City's name and logo may be used in program materials, and PPTX's name and service may be featured in City communications, in accordance with guidelines either Party may provide (and each Party will obtain approval from the other for any use of the other's logo or trademarks). Marketing expenses for the activities listed in Exhibit D (such as printing and mailing City utility inserts) shall be borne by the City, except that PPTX will bear any costs associated with its own optional marketing efforts or any premium promotional activities not outlined that PPTX elects to do.

4.5 Exclusivity of Program Services: During the Term of this Agreement, the City shall **not enter into any agreement with a third party to provide a similar telehealth subscription service to City residents** where fees are collected in connection with City utility billing or a City-managed opt-out program. PPTX shall be the exclusive provider for any City-sponsored telehealth program of this nature while this Agreement is in effect. (This does not prevent the City from participating in or promoting unrelated health initiatives, such as county health programs or hospital partnerships, so long as they are not the same model of providing telehealth-for-all via a utility bill fee.) The City confirms that it currently has no contracts with other telehealth vendors for a program in violation of this section.

4.6 Legal Compliance and Support: The City will use its governmental authority to support the lawful implementation and ongoing operation of the telehealth program. The City represents that it has or will obtain all necessary approvals (e.g., City Council resolutions or City Manager approvals) to lawfully add the telehealth Contribution to utility bills and enter into this Agreement. The City shall ensure the program structure (including the opt-out billing mechanism) complies with any applicable laws or regulations. If any resident, regulator, or other stakeholder challenges the legality of the billing mechanism or any aspect of the program, the City will promptly notify PPTX and, to the extent the challenge centers on City policy or action,

the City will take primary responsibility in addressing or defending against such challenge (consistent with the indemnification obligations in Sections 8.1 and 8.2). The City will also handle any **Texas Public Information Act** (TPIA) requests or other public records inquiries relating to this Agreement or the program in accordance with law and Section 11.3 (ensuring PPTX is consulted if any request encompasses PPTX's proprietary information). Nothing in this Agreement requires the City to violate any law, and any apparent conflict shall be addressed through the contract's modification or termination provisions (see Section 10, Regulatory Changes). The City will not knowingly pass any ordinance or policy that conflicts with the purpose of this Agreement or that materially increases PPTX's costs of performance without engaging in the renegotiation process contemplated in Section 10.

4.7 Founding Partner Program Obligations: As part of the Founding Partner Program and in exchange for the discounted pricing structure specified in Section 5.1, the City agrees to:

- **Joint Press Release:** Collaborate with PPTX on one joint press release announcing the telehealth program partnership. The City will provide input, review, and approval of the release content, as well as assist with distribution through appropriate City channels.
- **Case Study Authorization:** Allow PPTX to develop and publish a case study about the telehealth program implementation in Garland. PPTX may use anonymized program data (such as utilization statistics and health outcomes) and the City's logo in the case study. Any case study will be provided to the City for review prior to publication, and the City shall have the right to request reasonable modifications to protect resident privacy or City interests.
- **Timely Payment:** Pay PPTX on time as specified in Section 5.3 and 5.4 of this Agreement.

5. Compensation and Payment Terms

5.1 Contribution Rates and Pricing Structure: In consideration for PPTX's Telehealth Services, the City (on behalf of Participating Households) shall remit based on fees voluntarily collected through the program to PPTX as follows:

- **Founding Partner Program:** The City of Garland Residents will participate in PPTX's Founding Partner Program, which provides special discounted pricing over a five-year period. The standard monthly program price per Household is \$9.00, but as a Founding Partner, the program participants will receive the following discounted rates:
 - **Year 1:** \$6.00 per Household per month
 - **Year 2:** \$6.00 per Household per month
 - **Year 3:** \$7.00 per Household per month
 - **Year 4:** \$8.00 per Household per month

- **Year 5:** \$9.00 per Household per month
- **Year 6:** \$9.00 per Household per month
- **Year 7:** \$9.00 per Household per month
- **Annual CPI Adjustment (Cap 5%):** Beginning with the sixth year of the program and for each year thereafter, PPTX may adjust the per-Household monthly rate based on inflation as measured by the Consumer Price Index (CPI). Specifically, **at the start of Year 6** (and at the start of each subsequent year on the anniversary of the Program Launch Date), the base rate for that year as specified above may be increased by a percentage equal to the percentage increase in the CPI over the most recent 12-month period for which official CPI data is available. However, **any such annual increase shall be capped at 5%** of the then-current rate. If the CPI indicates a larger increase, only a 5% increase will be applied for that year. If the CPI change is smaller, the smaller percentage (or no increase) may be applied. PPTX shall give the City at least **60 days' advance written notice** of any CPI-based rate increase, including documentation of the CPI calculation. The adjusted rate will remain in effect until the next annual adjustment or end of the Agreement. CPI adjustments are intended to account for increased costs of providing services due to inflation and regulatory changes; they are not automatic unless CPI has increased. If CPI is flat or negative, the rate would remain the same (no increase), absent mutual agreement for a downward adjustment.

All pricing above is per Household per month. If the City ever bills on a different periodic basis (e.g., bi-monthly utility billing), the charges can be prorated or structured so that it equates to the same monthly rate (for instance, \$12 every two months in Year 1 instead of \$6 monthly, if needed for billing software). The City shall not charge or withhold any administrative fees from these Contributions -- the full collected amount (except uncollected amounts, addressed in 5.2) is due to PPTX.

5.2 Payment Based on Collected Contributions (No Payment for Opt-Outs): PPTX's compensation under this Agreement is expressly limited to the **Contributions actually collected by the City** from Participating Households. The City shall **not** be required to pay PPTX for any Household that has opted out or otherwise failed to pay the Contribution. In other words, PPTX bears the risk of non-collection from residents -- if a resident does not pay, PPTX will not receive that Contribution (and, correspondingly, PPTX will not be obligated to provide service to that resident as they are considered to have opted out). The City will only remit amounts that it has successfully collected. The City's obligation to pay is purely **contingent on collection**; there is no guarantee of any minimum number of participants or amount. However, the City will make commercially reasonable efforts in its billing and collection practices to maximize collection, as described in Section 4.1 and 4.2, treating the telehealth Contribution like an ordinary line item on the utility bill. If a previously non-paying Household later pays past due Contributions (perhaps in clearing up a utility bill), the City will include those recovered funds in the next remittance to PPTX, but the Household's eligibility for services will be determined by the opt-out rules (generally, non-payment means they were not covered during that period).

PPTX acknowledges and agrees that the City has not made and is not making any promise of a particular participation level or revenue amount; the financial model is enrollment-driven.

5.3 Invoicing and Remittance Procedure: The following process shall apply to the billing and remittance of Contributions from the City to PPTX:

- **Monthly Remittance/Invoice Cycle:** On a monthly basis (aligned with the City's normal billing cycle), the City will calculate the total Contributions collected in the preceding period. The City will provide PPTX with a **Monthly Contribution Report** (as noted in Section 4.3) stating the number of Participating Households and total amount of Contributions collected for that month (or billing cycle), along with any necessary detail (e.g., identification of any partial payments or adjustments). PPTX will then issue an invoice to the City for that amount, referencing the City's report. Alternatively, if mutually agreed, the City's report itself can serve as the basis for payment without a separate PPTX invoice; in such case, the City will initiate payment of the reported amount within the timeframe below.
- **Payment Terms:** The City shall remit payment to PPTX for each invoice (or report) **within 30 days** of receipt of the invoice/report, less the credit for the Utility Billing Agent pursuant to Section 3.7 and the credits for program support in Section 3.8, above. Payment shall be made via a mutually agreed method, such as ACH electronic transfer to an account designated by PPTX. Timely payment is important to maintain service continuity. If the City identifies any discrepancy or has a good-faith dispute about the invoiced amount, it shall notify PPTX within 15 days after delivery of the invoice, and the Parties will work together to resolve the dispute promptly. The City will in any event pay the **undisputed portion** of an invoice within the 30-day period.
- **Records:** Each Party will maintain records of the amounts billed, collected, invoiced, and paid. The City's records of what was collected shall be controlling in determining the amount due, absent manifest error. PPTX may inspect relevant City records to verify the figures if needed (subject to audit provisions in Section 11.2). Likewise, the City can inspect PPTX's invoicing records. Both Parties agree to seek to resolve discrepancies in good faith.
- **Adjustment for CPI or Rate Changes:** If a CPI adjustment or other rate change occurs as described in 5.1, the City's billing and PPTX's invoicing will reflect the new rates as of the effective date. The City shall not be responsible for calculating PPTX's invoice; PPTX will ensure its invoice reflects the current approved rate and matches the City's reported number of participants and collected funds.

5.4 Late Payment and Suspension of Service: The City shall remit PPTX on time as described above. In the event any **undisputed** remittance is not received by PPTX within 30 days after it is due, PPTX will provide written notice to the City's contract manager or finance department, alerting the City to the delinquency. If the City still has not remitted within an

additional ten days after receiving such notice (i.e., 60 days past the original due date), PPTX shall have the right to **suspend Telehealth Services** under this Agreement until remittance is made, upon giving the City a second written notice (a "Notice of Suspension") at least ten days before the suspension is to take effect. If the City cures the default within that ten-day period, the suspension will not occur. If the City does not cure, PPTX may halt services starting on the specified suspension date. During any period of suspension for non-remittance, PPTX will have no obligation to provide Telehealth Services to City residents, and the City will be responsible for informing residents (if inquiries arise) that the service is temporarily unavailable due to remittance issues. PPTX shall resume services promptly after the City remits all outstanding undisputed amounts (including any applicable late charges).

Additionally, any late remittance (beyond 30 days past due) shall accrue interest at the lesser of an annual rate of 1.5% per month or any part of a month, compounded annually, or the maximum rate allowed by Texas law for municipal contracts, calculated from the original due date until the date of remittance. The Parties intend for this to comply with the Texas Prompt Payment Act (Tex. Gov't Code Ch. 2251) to the extent it applies, and not to exceed any lawful rate.

If remittance delinquency continues beyond 90 days without satisfactory resolution, such failure to remit shall constitute a material breach by the City, and PPTX may terminate the Agreement for cause pursuant to Section 6.2(b). In such case, the City would be responsible for any applicable termination remittance as set forth in Section 6.2(b) and 6.1.

5.5 Taxes: The Contributions are considered a fee for services provided to Participating Households and passed through to PPTX; they are not a tax or a City fee for City revenue. Each Party is responsible for its own taxes as applicable. PPTX shall be responsible for any taxes based on its income or business operations (including payroll taxes for its employees). The City, as a Texas municipal entity, is generally tax-exempt for its purchases and not subject to sales tax; in this arrangement, the City is acting as a billing conduit. It is not anticipated that sales tax applies to medical services, but if any sales, use, excise, or similar taxes are determined by a competent authority to apply to the amounts paid to PPTX hereunder, PPTX shall be responsible for such taxes (as PPTX is the ultimate recipient of the payment for services). The City shall not withhold any portion of the Contribution for taxes unless required by law, in which event the City shall notify PPTX and cooperate to minimize any such withholding or double-taxation. If any law provides an exemption or exception that can be claimed, the Parties will reasonably cooperate (for example, providing resale or exemption certificates). In no event will either Party be responsible for any taxes of the other Party that are not directly related to this Agreement.

5.6 Funding and Appropriations: The City reasonably believes that, as the program is structured, the amounts needed to remit PPTX will be fully covered by Contributions, and therefore the City will not appropriate additional general funds for this Agreement. The City agrees to budget and appropriate the collected Contribution funds for remittance to PPTX. In compliance with Texas law, the City's obligations hereunder are subject to the availability of funds and annual appropriation by the City Council, as applicable. The City has appropriated

funds for the initial year of this Agreement by virtue of approving the program. If in any subsequent fiscal year the City Council fails to appropriate funds for the continuation of this Agreement (and if no collected Contributions are available to cover the costs), the City may terminate the Agreement by providing written notice to PPTX and complying with any applicable Texas law requirements (this scenario would be treated as a termination for non-appropriation, potentially without the penalty of Section 6.1, since the City cannot commit funds it does not appropriate). The City will make good faith efforts to avoid this outcome, and shall not use non-appropriation as a pretext to terminate for convenience in order to circumvent the termination fee.

6. Termination

6.1 Termination by City for Convenience (Without Cause).

- **(a) Right to Terminate Pre-Program Launch Date.** Either party may cancel this Agreement without penalty up to 30 days prior to the Program Launch Date.
- **(b) Right to Terminate Following Introductory Term.** At the end of the Introductory Term, the City may terminate this Agreement for its convenience by delivering at least 30 days' prior written notice to PPTX.
- **(c) Right to Terminate After Month 24.** Beginning on the first day of Month 25---and at any time thereafter---the City may terminate this Agreement for its convenience by delivering at least **90 days' prior written notice** to PPTX specifying the effective date of termination.
- **(d) No Fee.** If the City terminates this Agreement for convenience, no termination fee is owed. The City must still remit to PPTX all Contributions collected for services rendered through the termination date.

6.2 Termination for Cause: Either Party may terminate this Agreement for cause upon a material breach by the other Party, subject to the following provisions:

- **By the City (PPTX Breach):** If PPTX materially breaches any material obligation of this Agreement, the City shall provide written notice to PPTX describing the nature of the breach in detail. PPTX shall have 30 days from receipt of such notice to cure the breach to the City's reasonable satisfaction. If the breach is of a nature that cannot reasonably be cured within 30 days, PPTX may submit a reasonable plan for curing the breach as promptly as practicable, and seek the City's written consent for an extended cure period (which consent shall not be unreasonably withheld for non-monetary breaches). Failure to meet service level standards as required, significant downtime or unavailability of services, repeated justified complaints from residents about service quality, or any action

by PPTX that jeopardizes residents' health or privacy could all constitute material breaches if not promptly remedied. If PPTX fails to cure the breach within the applicable cure period, the City may terminate this Agreement by delivering a written termination notice to PPTX, with a specified termination date at least 30 days from the date notice is sent by City. In a termination for PPTX's breach, the City is not required to pay any termination fee. The City shall pay PPTX for any validly collected Contributions attributable to services provided up to the termination date (to the extent not already paid), but the City may withhold or offset any amounts reasonably necessary to cover the City's damages caused by the breach (subject to the limitation of liability in Section 9). Termination for breach is without prejudice to any other rights or remedies the City may have under this Agreement or at law, except those remedies are subject to the limitations and waivers provided herein.

- **By PPTX (City Breach):** If the City materially breaches its obligations under this Agreement, PPTX shall provide written notice to the City describing the breach. Material breaches by the City include, for example: failure to remit PPTX amounts due (beyond applicable notice and cure periods in Section 5.4), failure to collect Contributions as agreed (e.g., arbitrarily stopping collection without terminating the Agreement), or violation of exclusivity (bringing in another provider in breach of Section 4.5). The City shall have 30 days from receipt of notice to cure the breach. For remittance breaches, cure would consist of full remittance of all outstanding amounts; for other breaches, appropriate corrective action should be taken. If the City does not cure the breach within the cure period, PPTX may terminate this Agreement by written notice, effective as of a specified date at least 30 days from the date notice is sent by PPTX. In such event, the City shall remain liable to remit to PPTX all Contributions collected (or due to be collected) for services provided up to the termination date. PPTX may also pursue any other remedies available at law or in equity for the City's breach, subject to the limitation of liability in Section 9.

In all cases of alleged breach, the non-breaching Party has a duty to act reasonably and in good faith. If a breach is disputed, the Parties may engage in discussions or mediation to attempt to resolve the dispute prior to termination if time permits, but are not obligated to delay a justified termination beyond the cure period.

6.3 Termination for Change in Law or Regulatory Issues: In addition to termination for cause, either Party may terminate this Agreement upon written notice (with at least 60 days' notice, if feasible) if a **change in applicable law or regulation** or a government order makes the continuation of this Agreement impracticable, illegal, or would materially increase the cost of performing the Agreement without a mutually agreeable amendment. This right is further described in Section 10 (Regulatory Changes). In such a case, the Parties shall attempt to negotiate adjustments first. If termination is ultimately necessary under this Section 6.3, it shall be considered a no-fault termination. The City will remit PPTX for any services rendered up to the termination date from collected funds, and each Party will bear its own costs of termination.

6.4 Effect of Termination: Upon any termination or expiration of this Agreement, the Parties shall take the following actions for an orderly wind-down:

- **Cessation of Services:** PPTX will cease providing Telehealth Services to Participating Households as of the effective date of termination/expiration (the "Termination Date"), unless otherwise agreed for a brief extension to ensure a smooth transition. PPTX will ensure that any person contacting the service after the Termination Date is informed that the program is no longer active. If appropriate, PPTX may advise patients to seek alternative care (e.g., refer them to their primary care physician or urgent care) since the Telehealth Services under the City program have ceased. The City agrees to promptly inform residents (through a notice on its website, a message on the final utility bill with the Contribution charge, or other reasonable means) that the Telehealth Services program is ending or has ended as of the Termination Date.
- **Final Billing and Payments:** The City shall remove the Contribution fee from all future utility bills after the Termination Date. The City will still collect any Contributions that were billed for periods prior to the Termination Date (for example, if the program ends on March 31 but the March bills were already issued with the telehealth charge, the City will collect those and include them in the final remittance to PPTX). The City shall remit to PPTX any remaining amounts due for services provided through the Termination Date. PPTX shall submit a final invoice or reconciliation statement within 30 days after termination, and the City shall remit that (subject to reconciliation of any last adjustments) in accordance with Section 5.3. The City will still be responsible to remit any late-arriving payments from residents for pre-termination service periods, or otherwise account to PPTX for all Contributions collected up to the Termination Date. Conversely, if the City collected Contributions for any period beyond the Termination Date (e.g., billing timing quirks), the City will refund those amounts to the participants or, if not feasible, remit them to PPTX only if PPTX actually provided any service during that period (which generally will not be the case if services ceased).
- **Return of Materials and Information:** Each Party shall promptly return or (with permission) destroy any confidential information, proprietary materials, or equipment of the other Party that is in its possession due to the Agreement. For example, PPTX will return or securely destroy any City-provided data lists, and the City will return or destroy any PPTX-provided training materials or marketing collateral that is not publicly available. An exception is made for any information that a Party is required by law to retain (e.g., PPTX's medical records of patient consultations, which by law must be retained for a certain period, and the City's record of this contract for record-keeping purposes). Any retained information remains subject to the confidentiality obligations of this Agreement (and the BAA for any PHI).
- **Transition Assistance:** Upon the City's request, PPTX will provide reasonable cooperation to transition participants to any new program or provider (if one is immediately available) or to simply close out the program. This might include providing

the City with a brief summary of utilization or any lessons learned that could be passed to a successor (nothing containing PHI). If the City desires to start a similar program with a different vendor after termination, PPTX's obligations are limited to cooperation consistent with Section 11.1 (Right to Match and Transition) if applicable.

- **Survival of Terms:** Any provisions of this Agreement which by their nature or expressly are intended to survive termination or expiration (such as indemnification obligations, confidentiality, limitation of liability, and accrued remittance or contribution obligations) shall survive. Specifically, Sections 5.4 (if remittances are late at termination), 5.5, 6.4, 7.4, 8, 9, 11.3, 11.6, 11.8 through 11.12, and all relevant definitions, exhibits, and any other provision that contemplates performance or enforcement after termination, will remain in effect.
- **No Further Liability:** Provided that all amounts due to PPTX have been remitted (including any required termination fee) and both Parties have fulfilled their obligations up to the Termination Date, neither Party shall have any further liability to the other under this Agreement following termination or expiration, except for liabilities that had already accrued or for obligations that survive by the terms of this Agreement. Neither Party shall be liable to the other for damages solely by reason of exercising a lawful termination right as provided in this Agreement.

ARTICLE 7 -- INSURANCE

7.1 Maintenance of Insurance. PPTX shall, at its own expense, maintain during the Term such categories and amounts of insurance as are customarily carried by prudent tele-healthcare providers operating in Texas, including (without limitation) commercial general liability, professional (medical-malpractice) liability, and---if PPTX has employees---statutory workers' compensation. PPTX shall ensure that each medical professional with which it has contracted to provide medical services carries, whether at the expense of PPTX or the medical professional, professional (medical-malpractice) liability insurance.

7.2 Evidence of Coverage Upon Request. No more than once in any twelve-month period, the City may request certificates (or other reasonable proof) showing that the coverages described in § 7.1 are in force on the date of the request. Provision of such proof shall not be construed as the City's approval of the adequacy of coverage.

7.3 Additional-Insured Endorsement (CGL only). If the City's risk manager determines in writing that additional-insured status is necessary on PPTX's commercial general liability policy, PPTX will use commercially reasonable efforts to obtain an endorsement naming the City (and its officers and employees) as additional insureds on a primary and non-contributory basis. No additional-insured endorsement is required on PPTX's professional-liability, cyber-liability, or workers'-compensation policies.

7.4 No Expansion of Liability. The existence, type, or amount of insurance carried by PPTX shall not enlarge or modify the limitations of liability contained in Article 9.

7.5 Notice of Cancellation. PPTX will make commercially reasonable efforts to see that its insurers endeavor to give the City at least 30 days' prior notice (ten days for non-payment of premium) of any cancellation or non-renewal of required coverage.

8. Indemnification

8.1 INDEMNIFICATION BY PPTX: TO THE FULLEST EXTENT PERMITTED BY LAW, PPTX SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, ELECTED OFFICIALS (MAYOR AND COUNCIL), AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "CITY INDEMNITEES") FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ASSERTED AGAINST THE CITY INDEMNITEES THAT ARISE OUT OF OR RESULT FROM: (I) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF PPTX OR ITS OFFICERS, EMPLOYEES, AGENTS, MEDICAL PROFESSIONALS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT (INCLUDING IN THE PROVISION OF TELEHEALTH SERVICES); (II) ANY BREACH OF THIS AGREEMENT BY PPTX, INCLUDING ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS (FOR EXAMPLE, A VIOLATION OF HIPAA OR A CONFIDENTIALITY OBLIGATION BY PPTX RESULTING IN A CLAIM); AND/OR (III) ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT CAUSED BY PPTX'S PROVISION OF SERVICES OR MATERIALS (SUCH AS IF PPTX'S TELEHEALTH PLATFORM SOFTWARE INFRINGES A THIRD PARTY'S IP). THIS INDEMNIFICATION OBLIGATION INCLUDES, BUT IS NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY OR DEATH (INCLUDING MEDICAL MALPRACTICE CLAIMS BY PROGRAM PARTICIPANTS) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY PPTX'S NEGLIGENCE OR WRONGFUL ACTS. HOWEVER, PPTX'S OBLIGATIONS UNDER THIS SECTION 8.1 SHALL NOT APPLY TO THE EXTENT ANY CLAIM OR LIABILITY IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ANY CITY INDEMNITEE. IN ADDITION, WITH RESPECT TO MEDICAL MALPRACTICE OR PERSONAL INJURY CLAIMS BY RESIDENTS, THE PARTIES ACKNOWLEDGE THAT RESIDENTS RECEIVING TELEHEALTH SERVICES ARE NOT THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT (SEE SECTION 11.11) AND THUS ARE NOT ENTITLED TO ENFORCE THIS CONTRACT; THEIR REMEDIES ARE THROUGH MEDICAL MALPRACTICE LAW AGAINST THE PROVIDER. THIS SECTION 8.1 IS FOR THE BENEFIT OF THE CITY AND CITY INDEMNITEES AND NOT ANY OTHER PERSON.

8.2 INDEMNIFICATION BY THE CITY: TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE CITY SHALL INDEMNIFY AND HOLD HARMLESS PPTX AND ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "PPTX INDEMNITEES") FROM AND

AGAINST ANY THIRD-PARTY CLAIMS, DEMANDS, SUITS, OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) THAT ARISE OUT OF OR RESULT FROM: THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CARRYING OUT ITS OBLIGATIONS UNDER THIS AGREEMENT. LIMITATIONS: THE CITY'S OBLIGATIONS UNDER THIS SECTION 8.2 ARE LIMITED BY AND SUBJECT TO TEXAS LAW. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL OR SOVEREIGN IMMUNITY BY ENTERING THIS AGREEMENT, AND NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE THE CITY TO INDEMNIFY BEYOND WHAT IS PERMITTED BY TEXAS LAW OR TO EXPEND FUNDS NOT APPROPRIATED FOR THIS PURPOSE. IN PRACTICE, IF SUCH A CLAIM ARISES, THE CITY (THROUGH ITS CITY ATTORNEY OR DESIGNATED COUNSEL, POSSIBLY PROVIDED BY THE CITY'S INSURER OR RISK POOL) WOULD LIKELY DEFEND THE LEGALITY OF ITS PROGRAM. THE CITY'S INDEMNITY HERE WOULD COVER PPTX'S COSTS AND DAMAGES ARISING FROM BEING NAMED OR INVOLVED IN SUCH A CLAIM, TO THE EXTENT OF THE CITY'S COMPARATIVE FAULT OR RESPONSIBILITY. THE CITY'S INDEMNIFICATION SHALL NOT APPLY TO THE EXTENT A CLAIM ARISES FROM PPTX'S OWN NEGLIGENCE, BREACH, OR MISCONDUCT. ALL INDEMNIFICATION BY THE CITY IS FURTHER CONDITIONAL UPON APPROPRIATION OF FUNDS AND TO THE EXTENT ALLOWED BY LAW; THE CITY WILL ASSERT ALL LAWFUL DEFENSES INCLUDING IMMUNITY AS APPROPRIATE, BUT IN ANY CASE, WILL NOT LEAVE PPTX SOLELY RESPONSIBLE FOR A CLAIM THAT FUNDAMENTALLY CONCERNS CITY POLICIES OR ACTIONS.

No third party shall have the right to assert an indemnity claim under this Agreement, as these indemnification provisions are intended only to allocate risk between the contracting Parties.

Both Parties shall promptly notify each other upon receiving notice of any claim potentially covered by this Section, and shall cooperate in the defense. (Nothing herein shall eliminate or reduce any other legal immunity or defense available to either Party under Texas law, such as liability limits under the Texas Tort Claims Act for governmental functions.)

9. Limitation of Liability

Except for the specific indemnity obligations set forth in Section 8.1 and except in the case of PPTX's willful misconduct or fraud, the Parties agree to limit PPTX's liability to the City under this Agreement as follows:

9.1 Cap on Liability: PPTX's total cumulative liability to the City for any and all claims, losses, or damages arising out of, relating to, or in connection with this Agreement, whether in contract, tort (including negligence or medical malpractice), or any other theory of liability, shall not exceed **\$1,000,000** in the aggregate. This cap on liability includes liability for any City direct damages but not any amounts payable to third parties (for example, under indemnity claims) for which PPTX is responsible, but excludes the following items which are not counted toward the cap: (a) PPTX's liability for its own gross negligence, willful misconduct, or intentional wrongdoing; and (b) any obligations to pay the City amounts due under the Agreement (for

instance, if PPTX owed the City a refund or payment). The cap is intended primarily to align with PPTX's insurance coverage levels and to allocate risk of catastrophic losses.

9.2 No Indirect Damages: In addition, neither PPTX nor the City shall be liable to the other for any **consequential, indirect, special, exemplary, or punitive damages** or for any loss of profits, loss of revenue, or loss of goodwill, arising out of or related to this Agreement, regardless of whether such damages were foreseeable or a Party was advised of the possibility of such damages. This exclusion does not apply to amounts owed to third parties for which a Party is seeking indemnification under Section 8 (e.g., an indemnified third-party claim with consequential damages is treated as direct for the indemnitee) -- it mainly prevents either Party from suing the other for speculative losses like "reputation damage" or lost business opportunities.

9.3 Exceptions: Notwithstanding the above, nothing in this Section 9 shall limit or exclude PPTX's liability for any act or omission deemed by a court of competent jurisdiction to constitute **gross negligence, willful misconduct, fraud, or intentional violation of law**. In addition, to the extent any claims are covered by insurance, the limitations of liability shall not prejudice the City's right to recover under the insurance policies set forth in Section 7.1 up to the policy limits (the intent being that PPTX will carry at least \$1,000,000 in applicable insurance so the cap is effectively backed by insurance coverage). Likewise, nothing in this Section limits the City's ability to seek and obtain equitable remedies (such as injunctive relief) to the extent available at law, although the City cannot use an injunction to circumvent the cap on monetary damages.

9.4 City's Liability: The City's liability to PPTX is limited by the doctrines of sovereign and governmental immunity and by Texas law (see Section 11.12). The City does not waive any defenses or limits on liability provided by law. In no event shall the City be liable for consequential damages to PPTX, and any City obligation to pay damages (as opposed to the contractual payments to PPTX) would be subject to statutory limitations and appropriations. Notwithstanding any provision in this Agreement to the contrary, **City's total cumulative liability** to PPTX for any and all claims, losses, or damages arising out of, relating to, or in connection with this Agreement, whether in contract, tort (including negligence or medical malpractice), or any other theory of liability, shall not exceed **an amount equal to 90 days of contractual remittances less the credits in Section 3** in the aggregate. This cap on liability includes liability for any PPTX direct damages but not any amounts payable to third parties (for example, under indemnity claims) for which the City is responsible, but excludes the following items which are not counted toward the cap: the City's liability for its own willful misconduct or intentional wrongdoing.

The provisions of this Section 9 shall survive the expiration or termination of this Agreement. The Parties acknowledge that this limitation of liability represents a fair allocation of risk and is a fundamental part of this Agreement.

10. Regulatory Changes

In the event that any federal, state, or local law, regulation, ordinance, or court order is enacted, amended, or interpreted after the Effective Date of this Agreement (**a "Regulatory Change"**) which **materially affects** the ability of either Party to perform its obligations under this Agreement, or **materially increases the costs** or burdens of such performance, the affected Party shall promptly notify the other Party in writing of the specific Regulatory Change and its impact on the Agreement. Examples of Regulatory Changes could include: a new state law prohibiting or restricting municipalities from adding fees to utility bills for services like telehealth; a change in healthcare regulations that significantly raises PPTX's cost of providing telehealth (such as a requirement for enhanced technology, new licensing fees, or additional personnel); or a change in tax law that imposes taxes on the Contributions or payments that were not anticipated.

Upon such notice, the Parties shall engage in good faith negotiations to **amend or adjust** the Agreement as necessary to comply with the law or address the increased costs. Possible adjustments include, but are not limited to: modifying the program structure or procedures to comply with the law; adjusting the Contribution rate or payment terms to offset increased costs due to the Regulatory Change; or other changes to fairly re-balance the economic and operational terms in light of the new situation.

If the Parties are **unable to reach agreement within 60 days** of the initial notice of the need for amendment (or sooner if the law requires compliance by an earlier deadline), then either Party shall have the right to terminate this Agreement upon written notice to the other Party. Such termination for Regulatory Change shall be treated as a no-fault termination (neither Party will be deemed in breach, and no termination penalty will apply). However, the City shall remit to PPTX for services rendered to participants up to the termination date from the Contributions collected (or, if the law prohibits further collections, the Parties will negotiate in good faith a fair compensation for services already provided if some collected funds are still in the City's possession).

During the period between the Regulatory Change notice and the amendment or termination (not to exceed the compliance deadline imposed by law), the Parties shall make reasonable interim adjustments to continue the service in compliance with law. For example, if a law banned opt-out fees on utility bills effective in 90 days, the Parties might agree to switch to an opt-in model or pause new charges while negotiating, and if no solution, wind down before the law's effective date.

This Section 10 is intended to ensure that the Agreement can adapt to significant legal changes and to protect both Parties from being forced to violate the law or suffer undue hardship due to unforeseen regulatory developments. It is **not** intended to allow termination or price renegotiation for minor changes or normal fluctuations in business conditions (for instance, a small increase in administrative paperwork would not trigger this, nor would a general economic downturn---there must be a specific change in law or regulation). Both Parties will approach any

such situation with mutual respect and an aim to continue the program if at all possible under revised terms.

11. Additional Covenants and Miscellaneous Provisions

11.1 Audit of Records ("Inspection on Cause"): PPTX shall maintain complete and accurate books, records, and documents relevant to its performance under this Agreement (including records of service delivery and financial records relating to the Contributions and costs) in accordance with generally accepted accounting principles and applicable law. The City (or its authorized representative, such as an auditor or accountant) may request access to and the right to examine these relevant records **if and only if** the City has a reasonable good-faith belief that it needs to verify a specific aspect of PPTX's performance or billing under this Agreement (for example, to investigate a suspected billing discrepancy or a compliance issue). In other words, the City's right to audit is based on **cause**, not free-ranging access.

If the City believes cause exists, it shall provide written notice to PPTX outlining the specific concern or area of inquiry and requesting an audit or inspection of records pertaining to that issue. Any such audit shall: (a) be conducted upon at least ten days' prior notice; (b) occur during PPTX's normal business hours; and (c) be conducted in a manner that does not unreasonably interfere with PPTX's business or operations. The scope of the audit will be limited to records that are material to the City's stated cause for the audit. For example, if the concern is whether all collected Contributions were accounted for, the City may review PPTX's records of invoices and remittances received; if the concern is whether response times meet SLA, the City may review PPTX's internal logs or system reports on response times.

PPTX shall reasonably cooperate with any such audit request, providing the City or its auditor access to the pertinent records and appropriate staff to explain the records as needed. However, PPTX is **not required to expose proprietary or highly confidential information** not relevant to the audit, such as trade secrets, source code of software, or information about PPTX's other clients. The City will have no access to patient medical records (except de-identified aggregate data) to protect patient privacy, and the City cannot demand access to PPTX's systems except for pulling relevant data reports. If the audit requires PPTX to compile data in a certain format, PPTX will do so if reasonable, or the Parties will mutually agree on a method to extract the needed information.

Each Party shall bear its own costs of any audit. If an audit reveals an overpayment by the City (for instance, an error in which the City remitted for non-participating households), PPTX shall refund the overpaid amount or credit it against future invoices. If an audit reveals an underpayment (e.g., some collected Contributions were inadvertently not reported), the City shall include that in the next remittance. If an audit uncovers a material breach by PPTX, the City may exercise its remedies as provided in this Agreement. All information obtained in an audit shall be kept confidential by the City to the extent allowed by law, and used solely for purposes of contract oversight.

11.2 Confidentiality and Public Information: The Parties anticipate that in the course of performance, each may disclose to the other information that is sensitive or proprietary. **PPTX Confidential Information** may include, for example, trade secrets, technical information about PPTX's telehealth platform, business plans, provider lists, training materials, or pricing structure beyond this contract. **City Confidential Information** may include non-public personal data of residents (if any is shared) or internal City plans or reports. Each Party agrees to treat information marked or otherwise clearly identified as confidential as confidential, and to not disclose it to any third party except as necessary for performing this Agreement or as required by law. Each Party will use the same degree of care to protect the other's confidential information as it uses to protect its own confidential information of similar importance, but at a minimum shall use reasonable care.

The Parties acknowledge that the City, as a governmental entity, is subject to the **Texas Public Information Act** (TPIA), which may require disclosure of certain documents or records upon request by the public. If a TPIA request is made for information that involves PPTX's confidential or proprietary information, the City will promptly notify PPTX (to the extent allowed by law) and give PPTX an opportunity to assert exceptions to disclosure with the Texas Attorney General's Office as provided under the TPIA. PPTX must act promptly to provide legal justification for withholding the information (e.g., claiming it is a trade secret or confidential commercial information under Tex. Gov't Code §552.110 or other applicable exceptions). The City will reasonably cooperate with PPTX, at PPTX's expense, in seeking to protect such information, but the City will make the final decision on disclosure as required by law and any Attorney General opinions. Any information that is purely medical records of patients will be withheld under TPIA exceptions for medical privacy and under HIPAA, as applicable.

In addition, the Parties agree to comply with all applicable privacy laws. PPTX, as a healthcare provider, is a covered entity or a business associate under HIPAA. The City might be considered a sponsor or facilitator of the program and may be a **Business Associate** if it comes into contact with PHI. To address this, the Parties have included **Exhibit B**, a Business Associate Agreement (BAA) or placeholder for a BAA, which shall govern the use and protection of Protected Health Information. In case of any conflict between the BAA and this section regarding PHI, the BAA provisions shall control.

The confidentiality obligations in this Section 11.2 shall survive the termination of the Agreement for a period of at least **three years**, or indefinitely in the case of trade secrets for as long as they remain trade secrets under applicable law. Information that was previously known to a Party without obligation of confidentiality, independently developed, lawfully obtained from a third party, or that becomes public through no breach of this Agreement is not considered confidential. Furthermore, either Party may disclose the terms of this Agreement as needed to enforce its rights or as required by law or legal process (e.g., court order), but if so required, shall seek protective orders or confidential treatment to the extent available.

11.3 Independent Contractor: PPTX's relationship to the City in the performance of this Agreement is that of an **independent contractor**. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between PPTX and the City. Neither Party has

the authority to bind the other to any contract or agreement or to incur any obligation or liability on behalf of the other Party, except as expressly provided in this Agreement. PPTX shall be solely responsible for the acts and omissions of its physicians, employees, contractors, and agents. All persons furnished by PPTX to perform work under this Agreement (including the telehealth doctors and staff) are **employees or subcontractors of PPTX**, and not of the City. PPTX is responsible for all compensation, benefits, and taxes (including withholding, social security, workers' compensation, and unemployment insurance) for its employees and subcontractors. PPTX shall ensure that all personnel performing services are properly trained and supervised. The City's interest is solely in the results of the services, i.e., that Telehealth Services are provided to residents as described; the manner and means of performing under this Agreement are under the control of PPTX, subject to the terms and standards herein. Should any regulatory body or court deem any personnel of PPTX to be an agent or employee of the City, PPTX shall indemnify and hold harmless the City from and against any claims, liabilities, or expenses incurred by the City as a result of any employment relationship (this is in addition to, not instead of, other indemnities).

11.4 Assignment and Subcontracting: Neither Party may assign or transfer this Agreement (or any of its rights or obligations hereunder) to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing: (a) PPTX may assign this Agreement, upon written notice to the City, in the event of a merger, acquisition, or sale of substantially all of PPTX's assets or membership interests to another entity, provided that the successor entity is capable of performing PPTX's obligations and agrees in writing to be bound by the terms of this Agreement (such consent by the City shall not be unreasonably withheld in such scenario); and (b) PPTX may freely engage subcontractors or independent contractors (such as a physician network or telehealth platform provider) to assist in delivering the services, **provided** that PPTX remains fully responsible for the performance of this Agreement and the compliance of any subcontractor with all applicable terms (including insurance and confidentiality obligations, etc.). PPTX shall notify the City of any major subcontractor performing key portions of the services (for transparency, e.g., if PPTX uses a third-party telehealth physician group to handle overnight calls). The City may require such subcontractors to sign a joinder agreeing to relevant contract provisions (like HIPAA BAA, if not covered by Exhibit B).

The City may assign its rights and obligations hereunder to a successor governmental entity in the event of a reorganization or consolidation of the City or its utility services, or to another agency or public instrumentality that takes over the program, upon notice to PPTX. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns. There are no third-party beneficiaries to this Agreement, except as expressly provided (e.g., indemnitees).

11.5 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the **laws of the State of Texas**, without regard to its conflict of laws principles. The Parties agree that this Agreement is performable in Dallas County, Texas. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a state

court of competent jurisdiction located in Dallas County, Texas (or, if federal jurisdiction is applicable, the United States District Court for the Northern District of Texas, Dallas Division). Each Party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on forum non conveniens or any claim that such forum is improper. The Parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, which shall not apply to this Agreement.

11.6 Notices: All notices, demands, invoices, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given: (a) when personally delivered; (b) on the date delivered by a reputable overnight courier service (e.g., FedEx, UPS) with tracking to the intended recipient's address; or (c) on the third Business Day after (a "Business Day" is any day that is not a Saturday, Sunday or day on which banks in Texas are closed for business) being sent by United States certified mail, return receipt requested, postage prepaid. Notices shall be sent to the following addresses (or such other address as a Party may designate by written notice to the other):

- ****If to the City:**

Judson Rex, City Manager

City of Garland

200 N. Fifth Street

Garland, TX 75040

With a copy to: City Attorney's Office, at the same address.

- ****If to PPTX:**

**** [Name or Title]** Dirk Perritt

Pathways Physicians Texas, PLLC

[Street Address] 5956 Sherry Ln, 20th Floor

Dallas, TX **[ZIP]** 75225

Email: [optional, for courtesy copies or routine communications] dperritt@mdhealthpathways.com

Either Party may change its notice address by giving notice of the new address in the manner set forth above. Routine operational communications (e.g., day-to-day emails, reports) may be sent via email or other means, but any formal notice of breach, termination, or legal dispute must be delivered in one of the manners described in this Section 11.7 to be effective.

11.7 Entire Agreement: This Agreement, including all Exhibits attached hereto and any documents incorporated by reference, constitutes the **entire agreement** between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations, and proposals, whether written or oral, relating to the same subject. The Parties acknowledge that they have not relied on any statement, promise, or representation not expressly contained in this Agreement. Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both the City and PPTX. **No verbal modifications** will be recognized. In the event of any conflict between the terms of the main body of this Agreement and any exhibit or attachment, the main body of this Agreement shall prevail unless the exhibit expressly states an intent to override the main body on a specific issue (e.g., the BAA with respect to PHI privacy obligations).

11.8 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be deemed modified to the minimum extent necessary to make it enforceable (if possible) or, if modification is not possible, it shall be severed from this Agreement. In any event, the remaining provisions of this Agreement shall continue in full force and effect. The Parties will endeavor in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that, as closely as possible, achieves the original intent and economic effect of the invalid provision.

11.9 Waiver: The failure of either Party to enforce any right or remedy provided by this Agreement or by law, or to insist upon strict performance of any term or condition of this Agreement, shall not constitute a waiver of that term, condition, right, or remedy. No waiver shall be effective unless it is in writing and signed by the Party granting the waiver. One waiver shall not be interpreted as a continuing or future waiver of the same or a different provision. Any single or partial exercise of a right or remedy shall not preclude further exercise of that or any other right or remedy.

11.10 No Third-Party Beneficiaries: This Agreement is for the exclusive benefit of the City and PPTX, and not for the benefit of any third party (including, but not limited to, any resident or Household, or any subcontractor of PPTX). No third party shall have any rights under this Agreement, except as expressly provided (for example, the indemnified parties under Section 8 are intended beneficiaries of the indemnity promise to the extent of their indemnification rights). While the Telehealth Services obviously benefit participating residents, those residents do not become third-party beneficiaries with direct rights to enforce this contract; any issues or claims they have (medical malpractice, etc.) are outside the scope of this Agreement and shall be handled between the patient and provider under applicable law. The Parties may amend or terminate this Agreement without the consent of any third party.

11.11 Governmental Immunity: Nothing in this Agreement shall be deemed a waiver of the City's **governmental immunity or sovereign immunity** or any legal limitations on the City's liability, except to the extent specifically agreed (such as the indemnity to the extent permitted by law in Section 8.2). This Agreement shall not be construed to create any claim or cause of action against the City that is not recognized under Texas law. All privileges and immunities from liability, defenses, or laws limiting the City's liability (including Texas Tort Claims Act

limitations) are fully retained by the City. Likewise, nothing herein waives any immunities or defenses of PPTX under applicable law (though PPTX generally does not have sovereign immunity, it may have statutory protections under Good Samaritan laws or telemedicine statutes, etc., which are not waived).

11.12 Counterparts and Electronic Signatures: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that a signed copy of this Agreement transmitted by facsimile, email (as a scanned PDF), or other electronic means shall be as valid and binding as an original, and either Party may use such a copy as evidence of the execution and delivery of this Agreement. The Parties further consent to the use of electronic signatures, as governed by the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code Chapter 322), to the extent that each Party's laws and policies allow. If requested, the Parties will exchange original signed copies of the Agreement as well.

11.13 Force Majeure

(a) **Definition. "Force Majeure Event"** means any event or circumstance beyond the reasonable control of the affected Party that, despite the exercise of commercially reasonable diligence, prevents or materially delays that Party's performance of its obligations under this Agreement. Force Majeure Events include, without limitation, tornadoes, hurricanes, floods, fires and other natural disasters; war, terrorism or civil unrest; acts of governmental authority (including mandatory shutdowns or embargoes); widespread power-grid, telecommunications or Internet failure; labor strikes not directed solely at the affected Party; and externally caused cyber-attacks or ransomware incidents that render systems inoperable.

(b) **Notice and Suspension.** The Party whose performance is affected shall give the other Party written notice as soon as practicable, and in any event within five business days, after becoming aware of the Force Majeure Event. Upon such notice the affected obligations are suspended for the duration of the Force Majeure Event, and any deadlines are extended for a period equal to the time lost because of the event.

(c) **Mitigation.** Each Party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to resume full performance as soon as feasible.

(d) **Extended Force Majeure --- Right to Terminate.** If a Force Majeure Event continues for 45 consecutive days and still materially prevents either Party's performance, either Party may terminate this Agreement without further liability---except for payment of Contributions for Telehealth Services actually rendered and for amounts that accrued before the Force Majeure Event---by providing ten days' written notice to the other Party.

(e) **Exclusions.** A Force Majeure Event does **not** excuse:

(i) the City's obligation to remit Contributions already collected for services performed before the event; or

(ii) either Party's confidentiality, data-security, or indemnification obligations that can still be performed without material impairment.

(f) **Relationship to Other Remedies.** Termination under this Section 11.14 is a **no-fault termination**; and neither Party will otherwise be liable for damages arising solely from its inability to perform during the Force Majeure Event.

11.14 Dispute-Resolution Ladder (Negotiation → Mediation → Litigation)

(a) **Step 1 -- Notice of Dispute.** A Party asserting that a dispute, claim, or controversy ("**Dispute**") has arisen under this Agreement shall deliver written notice describing the nature of the Dispute in reasonable detail.

(b) **Step 2 -- Project-Level Conference (10 days).** Within ten days after the notice is received, the Parties' day-to-day contract liaisons (or other designated representatives) shall meet by phone or in person and attempt in good faith to resolve the Dispute.

(c) **Step 3 -- Senior-Executive Meeting (30 days).** If the Dispute is not resolved at the project level, either Party may escalate it by written notice to a senior executive with authority to settle the matter. Within 15 days after such escalation notice, the executives shall confer (in person or by videoconference) and endeavor to reach a mutually acceptable resolution. This executive-level negotiation period shall continue for 30 days unless the executives agree to extend it.

(d) **Step 4 -- Non-binding Mediation (Dallas County).** If the Dispute remains unresolved 30 days after executive escalation, the Parties shall submit the matter to non-binding mediation administered by a mediator mutually agreed upon, to be held in Dallas County, Texas. Each Party shall bear its own costs and share the mediator's fee equally. The mediation shall be completed within 45 days after a demand for mediation is filed, unless the Parties agree otherwise.

(e) **Condition Precedent to Litigation.** Except in the case of carve-outs pursuant to Section 11.14(f), no Party may commence litigation or other formal adjudicatory proceedings unless it has first completed Steps 1-4 above. A court of competent jurisdiction may stay any action filed in breach of this subsection until the Parties complete the required steps.

(f) **Carve-Outs.** Nothing in this section prevents either Party from seeking (i) a temporary restraining order, preliminary injunction, or other provisional relief to protect confidentiality, intellectual-property rights, or data security, or (ii) collection of undisputed monetary amounts, pending completion of the dispute-resolution steps.

(g) **Effect on Limitations Periods.** All applicable statutes of limitation shall be tolled from the date a Dispute notice is delivered under subsection (a) until the earlier of (i) completion of the mediation described in subsection (d) or (ii) written agreement of the Parties that the Dispute has been resolved.

(h) **Survival.** This § 11.14 survives any termination or expiration of the Agreement and applies to any Dispute arising out of or related to this Agreement.

11.15 Incorporation of Recitals

The Parties acknowledge that the Recitals above are true and correct and material to this Agreement. The Recitals are hereby incorporated into this Agreement as if set out fully herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

City of Garland, Texas

By: Judson J. Rex

Name: Judson Rex

Title: City Manager

Date: 09/17/2025

Pathways Physicians Texas, PLLC

By: Dirk Perritt
Dirk Perritt (Sep 16, 2025 22:59:05 CDT)

Name: [Name] Dirk Perritt

Title: [Title] CEO

Date: 09/16/2025

Exhibit A -- Service Level Agreement (SLA) & Key Performance Indicators

Overview: This Exhibit outlines the performance standards and metrics PPTX agrees to meet in providing Telehealth Services, as well as reporting and monitoring mechanisms. These metrics are intended to ensure a high-quality experience for residents and accountability for service delivery. PPTX's performance will be reviewed against these standards regularly by the City.

1. Service Availability & Responsiveness

- **Availability:** Telehealth Services shall be available to Participating Households 8 A.M. to 10 P.M. CST/CDT, 7 days a week, 365 days a year (except in the case of force majeure events as defined in the Agreement or scheduled maintenance as noted below). Residents must be able to request a consultation at any time.
- **Measurement & Reporting:** PPTX will track each request and response time in its system. The Monthly Reports to the City will include the total number of service requests and response times. It will also highlight any outliers (e.g., calls that waited longer than 15 min.) and provide explanations if available (e.g., unusually high call volume hour, technical issue encountered).
- **Escalation Procedure:** If a request is not responded to within 15 minutes, PPTX will have an internal escalation procedure to ensure the request is addressed promptly. For example, if a doctor has not picked up the case within 15 minutes, the system may alert a supervisor or send the request to an on-call backup provider. PPTX will keep records of any escalations and their resolution times.
- **Downtime:** PPTX will use commercially reasonable efforts to maintain continuous service availability. Any scheduled maintenance that would make services unavailable (or significantly impaired) for more than 15 minutes shall be communicated to the City at least 48 hours in advance and, whenever possible, scheduled during very low usage periods (e.g., 3:00 AM on a Sunday). Unscheduled outages or system failures shall be reported to the City within 24 hours with an explanation of cause and corrective action. PPTX's Monthly Report will note any downtime incidents and their duration.

2. Quality of Service & Clinical Effectiveness

- **Licensure and Credentials:** 100% of providers delivering services must be properly licensed in Texas and in good standing. PPTX will verify credentials upon onboarding any provider and regularly check for any disciplinary actions. Upon request, PPTX will confirm to the City that all providers meet this requirement (without disclosing personal

data, just a certification of compliance).

- **Clinical Protocols:** PPTX will adhere to evidence-based clinical guidelines for telehealth where applicable. While it's hard to measure clinical accuracy in an SLA, PPTX agrees to conduct periodic peer reviews of a sample of telehealth consultations for quality assurance. If the City requests general results of such QA reviews, PPTX can share aggregated findings (e.g., "10 charts were reviewed this quarter with no significant deviations found").
- **Patient Satisfaction:** PPTX will strive to achieve high patient satisfaction with the telehealth service. PPTX will provide a mechanism (such as a follow-up text or email survey) for participants to rate their experience or provide feedback after consultations. Further, PPTX shall develop and maintain an online portal and/or phone line for patients to opt into and monitor the Program throughout its duration. **Target:** Achieve an average satisfaction rating of at least 4 out of 5 (or equivalent positive metric) and address any serious complaints. PPTX will summarize patient feedback in the Annual Report, including any trends or improvements made in response to feedback. (The City and PPTX may mutually agree on specific survey questions and process.)
- **Follow-Up and Continuity:** If a participant requires follow-up, PPTX will provide clear instructions or schedule a follow-up telehealth check-in as appropriate. The goal is to ensure participants feel their issue was addressed or properly handed off. While difficult to metricize, PPTX will include any notable follow-up efforts in its reports (e.g., "5 patients were advised to get lab tests and we followed up with them two days later to discuss results").

3. Reporting & Accountability

- **Monthly Performance Reports:** As noted, PPTX will deliver a monthly report including at least: number of consultations, response time metrics (average, 95th percentile, % within 10 min), participation numbers (if known to PPTX), any downtime incidents, summary of resident feedback or complaints and resolutions, and any other City-requested metrics (if feasible).
- **Annual Review Meeting:** At least once per year (for example, around the program anniversary or in coordination with an annual report), PPTX and City representatives shall have the opportunity to meet (in person or via conference) to review the program's performance, discuss any issues, and plan for any improvements or changes for the next year. This will include reviewing whether the SLA targets are being met and if any adjustments to resources are needed.
- **Continuous Improvement:** If the City's utilization is lower or higher than expected, or if participants express certain needs (e.g., many asking for a certain type of service),

PPTX will consider adjustments to better serve the community. Likewise, if response times or satisfaction fall short, PPTX will propose corrective actions (such as adding more on-call providers during peak times, or enhancing patient education materials) to work collaboratively with the City, but these measures underscore the importance of meeting the SLA.

- **Billing Accuracy:** Although not a "service level" per se, PPTX is expected to accurately invoice only for Participating Households as reported by the City. Any discrepancies found (billing for someone who opted out, etc.) will be corrected in the next cycle. The City will similarly ensure its reports to PPTX are accurate to avoid under/over payments.

(End of Exhibit A)

Exhibit B -- Business Associate Agreement (HIPAA Terms)

[Note: This Exhibit will be a formal Business Associate Agreement ("BAA") between the City (if the City is a covered entity or acting on behalf of one) and PPTX, to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) and applicable state privacy laws. The full text of the BAA is not included here, but its key provisions will include:

- **Permitted Uses and Disclosures:** Defining how PPTX (as a Business Associate) may use or disclose Protected Health Information (PHI) received from or on behalf of the City (the Covered Entity) -- generally limited to performing the Telehealth Services and as otherwise required by law.
- **Safeguards:** PPTX must implement appropriate administrative, physical, and technical safeguards to protect the privacy and security of PHI, including compliance with the HIPAA Security Rule for electronic PHI.
- **Breach Notification:** PPTX must report to the City any use or disclosure of PHI not provided for by the Agreement (including any "Breach" of Unsecured PHI as defined by HIPAA) without unreasonable delay and in no case later than a specified number of days upon discovery. Such notification will include information about the breach as required by 45 C.F.R. 164.410.
- **Subcontractors:** PPTX must ensure that any subcontractors that create, receive, or transmit PHI on behalf of PPTX agree in writing to the same restrictions and conditions that apply to PPTX under the BAA.
- **Access and Amendment:** To the extent PPTX has PHI in a Designated Record Set, it will provide access to PHI to the City or the individual, and incorporate amendments to PHI, as required by 45 C.F.R. §§ 164.524 and 164.526. (In the telehealth program context, PPTX might maintain its own medical records, so it will handle patient rights directly as a provider; the BAA ensures coordination if needed.)
- **Accounting of Disclosures:** PPTX will document disclosures of PHI and provide an accounting to the City or the individual upon request, as required by 45 C.F.R. §164.528 (for example, disclosures for public health or law enforcement, but typically telehealth will have minimal such disclosures).
- **Right to Audit and Inspection:** The City (or Covered Entity) can terminate the BAA if PPTX violates a material term. Also, PPTX agrees to make its internal practices and records relating to PHI available to the U.S. Department of Health and Human Services

(HHS) for compliance checks.

- **Return/Destruction of PHI:** Upon termination of the BAA, PPTX will return or destroy all PHI received from the City, if feasible, or extend protections if destruction is infeasible. (Note: PPTX as a provider may have independent obligations to maintain patient records, so this will be addressed accordingly -- likely PHI will be retained by PPTX under continued protections rather than returned to the City).
- **Miscellaneous:** Definitions aligning with HIPAA (Privacy Rule, Security Rule, Breach, Unsecured PHI, etc.), no third-party beneficiaries (other than HHS rights), and that in case of any conflict between the BAA and the main Agreement, the BAA governs with respect to PHI privacy/security.

The Parties will execute a separate BAA document incorporating these terms. Once executed, that BAA will be attached hereto as Exhibit B and is hereby incorporated by reference. Until then, this placeholder summary indicates the Parties' commitment to enter a BAA as required by law.]

(End of Exhibit B placeholder)

Exhibit C -- Form of Utility Bill Addendum (Resident Notice)

(The following is a sample of the notice that will be provided to City of Garland utility customers regarding the telehealth program. This text may be adapted for format, but the core information will be conveyed as below.)

City of Garland -- New Telehealth Services Program

Access a Medical Provider Anywhere -- For Just \$6 a Month!

The City of Garland is excited to offer a new **Telehealth Services Program** for our residents, in partnership with Pathways Physicians Texas (PPTX). This optional program gives your household **access to medical professionals by phone or video** for common health concerns.

How the Program Works:

Beginning [Program Launch Date], a \$6.00 charge will appear on your monthly City utility bill labeled "Telehealth Services Program." This covers **unlimited** telehealth consultations for you and members of your household with board-certified doctors through our partner, PPTX. You can call, text, or video chat with a doctor **from 8:00 a.m. to 10:00 p.m., 365 days a year**. As a founding partner in this program, Garland residents will receive special pricing: \$6 per month for the first two years, \$7 for year three, \$8 for year four, and \$9 for year five.

There are **no copays, no per-call charges, and no insurance required**. The program is funded by the community for the community. Doctors can provide medical advice, diagnose many common conditions, and even prescribe medications if needed (sent to your local pharmacy). All from the comfort of your home!

What's Included:

- **Unlimited Telehealth Visits:** Connect with a doctor via phone or video as often as you need for everyday illnesses like flu, sinus infections, rashes, upset stomach, and more.
- **Quick Response:** Experienced medical providers are standing by. **95% of calls are answered within just a few minutes** or less, often much sooner. Getting the kids ready for bed? Early morning? Weekends? You'll still reach a doctor quickly.
- **No Additional Fees:** You pay only the monthly program fee. There is no charge at the time of service. Talk to the doctor as long as needed -- one flat rate covers it all.
- **Household Coverage:** The telehealth program covers everyone in your household (all family members living at your address up to 10 individuals). One fee per household, not per person. So, your spouse and children (or other household members) can all use the

service.

Opt-Out Option -- You're In Control:

Participation is **voluntary**. We hope you'll find this service valuable, but if you **do not wish to participate**, you may opt out at any time. To opt out, simply do one of the following:

- Call us at **[City Utility Department Phone Number]** and say you want to opt out of the telehealth program.
- Visit **[City's Telehealth Program Webpage URL]** and submit the opt-out form online.
- Or visit the Garland Utility Customer Service office in person.

If you opt out, the telehealth charge will be removed from your bill and your household will **not** have access to the telehealth services. There is no penalty to opt out. If you opt out before [Program Launch Date] (or within the first 30 days of being charged), we will ensure you are not billed or receive a full credit if already billed. **Important:** If you simply do not pay the \$6.00 on your bill, we will treat that as choosing to opt out, and you won't be billed further (and won't be able to use the service). It's best to contact us to formally opt out to avoid any confusion.

If you opt out now but change your mind later, you can opt back in during an open re-enrollment period (to be announced) or by contacting us to re-subscribe; the fee would then resume on your bill.

Privacy and How to Use the Service:

Using the telehealth service is easy and private. Here's what to do when you need to speak with a doctor:

1. **Text [Telehealth Text Number]** -- Identify yourself as a Garland resident in the program and provide your utility account number or enrollment info for verification. (Your information is confidential and only used to verify you're enrolled.)
2. **Consult with a Doctor:** A licensed Texas physician will promptly speak with you by phone or video. They will ask about your symptoms, medical history, and provide guidance. Everything you discuss is **protected by doctor-patient confidentiality and HIPAA** -- the City does **not** receive details of your medical consult.
3. **Get Treatment:** If it's something that can be handled via telehealth, the doctor will advise a treatment plan. If a prescription is needed, they can send it to your chosen pharmacy. If the issue is more serious and cannot be resolved remotely, the doctor will direct you to in-person care (like an urgent care or ER) and can provide a summary of

the concern for you to share with that provider.

4. **Follow-Up:** If you have questions after your consult or if symptoms change, you can call back -- remember, unlimited access. You may even get a follow-up message from the telehealth team to check on you.

The City does NOT have access to your personal health information. The only information the City receives is aggregated usage statistics (e.g., how many calls this month) to evaluate program success. Individual medical details are strictly between you, the doctors, and PPTX, protected under HIPAA. If you have a medical emergency, do **not** wait for a telehealth call---dial 9-1-1 immediately.

Why Telehealth?

This program is designed to improve healthcare access for Garland residents. Whether you have insurance or not, whether it's a weekend or holiday, you shouldn't have to make expensive ER trips for minor issues or wait days for an appointment. Telehealth is a convenient first stop for many common ailments and health questions. It's not meant to replace your primary doctor for regular checkups, but it can fill gaps and provide peace of mind anytime you're sick or concerned.

Questions?

- For questions about the telehealth service or what it can be used for, call **[PPTX Customer Support Number]** or visit **[PPTX Program FAQ link]**. They can explain how it works in detail.
- For questions about the billing or opt-out process, contact the City's Utility Customer Service at **[Utility Dept Number]** or email **[Utility Dept Email]**.
- To learn more, visit **[City's webpage for Telehealth Program]**, which includes FAQs, opt-out instructions, and links to resources.

We encourage you to give this program a try. For just \$6 a month, your household gains access to medical advice and care. Many issues can be resolved quickly over the phone -- saving you time and money. This is part of the City's commitment to community well-being and innovation in service delivery.

Thank you for being a valued resident of Garland. Here's to your health!

(End of Exhibit C notice)

Exhibit D -- City Marketing Commitments

To support and grow the telehealth program, the City agrees to undertake the following outreach and marketing efforts (at its own expense) in collaboration with PPTX:

1. **Quarterly Mailers / Bill Inserts:** At least once each quarter, the City will include a dedicated notice or informational flyer about the telehealth program in its utility billing mail-outs (or send a standalone mailer). These will highlight the program's benefits, remind residents of the service availability, and provide instructions on how to access care or opt out. Content for these mailers will be prepared jointly by the City and PPTX (with PPTX providing any necessary artwork or success stories), and the City will ensure they are mailed to all residential households.
2. **Social Media Promotion:** The City will promote the telehealth program on its official social media accounts. **At minimum, two posts per quarter** will be made on platforms such as Facebook and Twitter (or other platforms the City commonly uses) to raise awareness of the service. Posts may include general reminders about the program, tips for using telehealth (e.g., during flu season), or success anecdotes (subject to privacy considerations). PPTX can supply sample post text or graphics, but the City will tailor and publish them.
3. **New Resident Welcome Packets:** The City will include information about the telehealth program in materials provided to new residents or new utility account holders. This may be a brochure, a one-page insert, or a section in a digital welcome packet. The information will explain that the City offers this telehealth service, note the monthly Contribution (with opt-out rights), and instruct how to use the service. By ensuring every new resident learns of the program upon moving in, the City helps maintain or increase participation rates over time.
4. **Community Events and Health Fairs:** The City will facilitate PPTX's participation in local community health-related events. Specifically, the City commits to providing PPTX the opportunity to host a booth or table at **least one City-sponsored health fair or community wellness event per year** to promote the telehealth program directly to residents. Additionally, the City will invite or allow PPTX to participate in other relevant events (for example, neighborhood block parties, senior center events, etc., where appropriate). The City will also permit distribution of telehealth program literature at City facilities (such as community centers or libraries) in brochure racks or bulletin boards, subject to any standard City guidelines.
5. **City Website and Media Releases:** The City will maintain an up-to-date page on its official website dedicated to the telehealth program, which will include program details, FAQs, and links or phone numbers for access and opt-out. The City's communications department will also support the program with periodic media outreach: for example, issuing a press release or news blurb at program launch and on notable milestones

(such as "1,000 calls served in first 6 months" or any major enhancements to the program). The City may feature the program in its newsletters or e-news (if such communications exist) at least annually to remind residents of this available benefit. The City's Public Information Office will coordinate with PPTX on any press announcements to ensure accuracy and positive messaging, and will include quotes or participation from PPTX representatives as appropriate.

The City and PPTX will communicate regularly (for instance, via quarterly check-ins) to plan upcoming outreach efforts and share feedback on past initiatives. All marketing materials will adhere to City branding guidelines and be approved by the City prior to distribution, and PPTX will promptly provide any information or logos required by the City to fulfill these commitments. The Parties acknowledge that effective communication is key to the program's sustainability, and these commitments reflect the City's active role in that effort.

(End of Exhibit D)

Master Telehealth Services Agreement - Updated 091625

Final Audit Report

2025-09-17

Created:	2025-09-16
By:	Joel Wilson (jwilson@garlandtx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzKzsyGXXCUsupcbR5ECDKVnrA77Fs3le

"Master Telehealth Services Agreement - Updated 091625" History

-  Document created by Joel Wilson (jwilson@garlandtx.gov)
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✔ Agreement completed.

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Tap Telehealth Garland Outreach:

November 2025

Update from 11/03 Work Session

Several action items were outlined in our most recent discussion from the early November Work Session.

Improved Senior Outreach

- Connected with Albert Montero, Parks & Recreation Director, about ways we can outreach with the senior centers.
- Worked closely with Dee Mulinghaus and Jelisa Baker at the senior centers. Our team has distributed informational flyers and also presented at Bingo Day on December 8th. More Bingo dates to come.

Improved Senior Outreach

- Our Community Liaison has initiated a door hanger campaign in the most senior-dense neighborhoods.
- The Community Liaison has also hosted multiple pop-ups in these neighborhoods to distribute information and speak with seniors to answer questions.
- Reached out to leaders of Dallas County Meals on Wheels in an effort to find ways we can collaborate with Garland caregivers to improve outreach directly to senior residents. Progress has been slow moving but our team will continue to be persistent.

Example Door Hanger with information about the Pilot Program and a QR with FAQ



This Flu Season:

Garland's Got Your Back

Tap Telehealth's Pilot Program for Garland puts a doctor in your pocket FOR FREE

- Text to receive care in minutes!
- Get prescriptions fast!
- No waits, no copays, no hassle!
- No health insurance required!

Scan the QR code to sign up you and your family today!



Hours of operation:
8:00am - 10:00pm CST
7 days a week including holidays

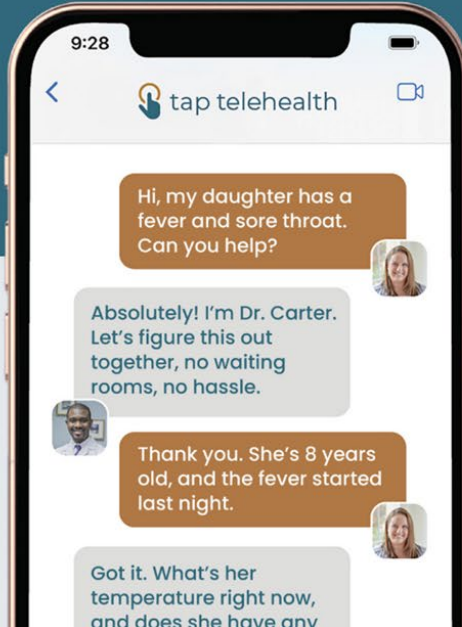
For more information:

Email: info@mdhealthpathways.com
Website: mdhealthpathways.com
Office: 972.688.6330

Utility Bill Inserts

- Thanks to diligent work by City staff, a utility bill insert is going out in all December bills.
- Over 63,000 households, or just above 70% of customers, receive a mailed utility bill that will include an insert with program details and direct readers to the FAQ site.
 - All paper-mailed bills will also include a message on the bill about Tap Telehealth for the next 6 months
- Similar information is being distributed in City Press mailings. Over 90,000 addresses receive the City Press.

Utility Bill Inserts



The image shows a smartphone screen with a telehealth chat interface. At the top, the status bar shows 9:28. The app header is 'tap telehealth' with a back arrow and a video call icon. The chat history shows a conversation between a patient and Dr. Carter. The patient's messages are in orange bubbles, and the doctor's responses are in grey bubbles. The patient asks for help with a fever and sore throat, the doctor responds positively, the patient thanks the doctor, and the doctor asks for more details.

9:28

< tap telehealth >

Hi, my daughter has a fever and sore throat. Can you help?

Absolutely! I'm Dr. Carter. Let's figure this out together, no waiting rooms, no hassle.

Thank you. She's 8 years old, and the fever started last night.

Got it. What's her temperature right now, and does she have any

New in 2026 Telehealth for All Garland Residents

For fees, FAQs and early access to a pilot program, plus options to opt-out, visit TapTelehealth.com/Garland.

Nuevo en 2026 Telemedicina para todos los residentes de Garland

Para conocer los costos, las preguntas frecuentes y obtener acceso anticipado al programa piloto, además de opciones para excluirse, visite TapTelehealth.com/Garland.



Example Utility Bill Insert

What is Tap Telehealth?

A convenient service connecting Garland residents to licensed providers by text, phone or video for non-emergency care and prescriptions — no appointments, copays or insurance needed. **Available everyday (including holidays) from 7 a.m.–10 p.m.**

¿Qué es Tap Telehealth?

Un servicio conveniente que conecta a los residentes de Garland con proveedores con licencia por mensaje de texto, teléfono o video para atención médica no urgente y recetas — sin necesidad de citas, copagos ni seguro. **Disponible todos los días (Incluidos los días festivos) de 7 a.m. a 10 p.m.**

Who can use it?

All Garland residents are automatically included — no restrictions.

¿Quién puede usarlo?

Todos los residentes de Garland están incluidos automáticamente — sin restricciones.

What does it cost?

Just \$6 per month per household (up to 10 people) added to City of Garland utility bills. Unlimited visits. No hidden fees.

¿Cuál es el costo?

Solo \$6 al mes por hogar (hasta 10 personas), agregado a la factura de servicios públicos de la Ciudad de Garland. Visitas ilimitadas. Sin cargos ocultos.

Don't want to participate?

Opt-out anytime:
Call: 972-688-6330
Email: optout@garlandtx.gov
Include name, address, phone and utility account number (if available).

¿No desea participar?

Puede darse de baja en cualquier momento:
Teléfono: 972-688-6330
Correo electrónico: optout@garlandtx.gov
Incluya su nombre, dirección, teléfono y número de cuenta de servicios (si lo tiene).

What if I need care now?

A **pilot program** is being offered to 10,000 Garland families with free access until the full launch. Visit TapTelehealth.com/Garland to sign up.

¿Necesita atención ahora?

Se está ofreciendo un **programa piloto** a 10,000 familias de Garland con acceso gratuito hasta el lanzamiento completo. Visite TapTelehealth.com/Garland para inscribirse.

AUS and Customer Service Software Update

- *AUS update to be fully tested and released by the end of January.*
- *AUS will begin adding the new line item for the bill in February.*
- *Anticipate a go live of May/June.*

Updated FAQs

- The full list of FAQs are available on two websites that residents are often directed to:
 - www.taptelehealth.com/garland
 - www.taptelehealth.com/garland/tap-telehealth-pilot-program-in-garland
- Per request from City staff, links to our social media sites and videos regarding the pilot program are available on these FAQ pages as well.
- These FAQs include information about all facets of the program including ways to opt out.

Community Liaison

- Main Roles: manage relationships with entities across Garland, explore the new report with organizations we missed, lead seasonal campaigns in the future, gather feedback/testimonials
- MD Health Pathways has hired Sharonda Green as our Community Liaison. Sharonda is a staple of the Garland community both as a business owner and frequent presence at charitable sites across town.
- Team members Matt Spallas and Gerardo Lopez Perez are complementing/layering Sharonda's efforts and organizing events with other entities.

Touchpoint Recap

Municipal

#	Touchpoint
1	Utility Bill Insert
2	Website/Email
3	Mayor/City Events
4	City Social Media

Educational

#	Touchpoint
5	School District Briefing
6	Take-Home Flyer
7	School Functions

Community

#	Touchpoint
8	Community-wide Entities
9	Faith-Based Groups
10	Local Media Outlets

Business

#	Touchpoint
11	Chamber Luncheons
12	Workplace Presence
13	Seasonal Campaigns

Municipal Outreach - Touchpoints 1-4

As previously discussed, utility bill inserts and letters in Garland City Press have been sent out with extensive information regarding Tap Telehealth.

Utility Bills

- Insert in three languages (English, Spanish, Vietnamese) – Dec. 2025
- Insert in three languages – Apr. 2026

Garland City Press

- Story in November/December 2025 issue (in homes Nov. 1)
- Story/ad in January/February 2026 issue (in homes Jan. 1)
- Story/ad in March/April 2026 issue (in homes March 1)
- Story/ad in May/June 2026 issue (in homes May 1)
- Story/ad in July/August 2026 issue (in homes July 1)

Municipal Outreach - Touchpoints 1-4

- Designs have been finalized for the first digital advertisement to be shown on the billboard next to Firewheel Town Center.
- The main goal of the billboard is to drive residents towards information regarding the pilot program.

TEXT A DOCTOR
FOR FREE



TapTelehealth.com/garland/



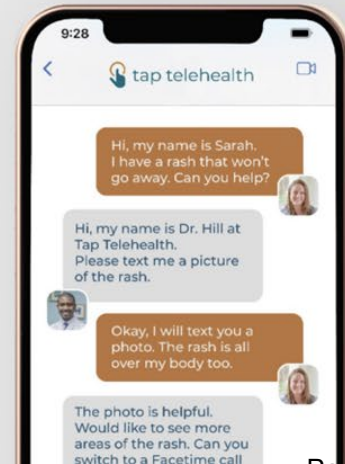
Municipal Outreach - Touchpoints 1-4

- Several iterations of the ad are being trialed from the end of November to the beginning of January with different images and text.

TEXT A DOCTOR
FOR FREE



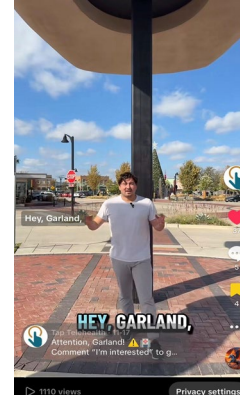
TapTelehealth.com/garland/



Municipal Outreach - Touchpoints 1-4

Tap Telehealth/MD Health Pathways & City of Garland Social Media

- Posts from our existing collection of social media graphics and newly generated video content have been shared on our social channels.
- The City of Garland social channels are also posting several of these graphics.



Municipal Outreach - Touchpoints 1-4

- Flyers in three languages (English, Spanish, Vietnamese) are being placed at approximately 18 City facilities (libraries, rec centers, Animal Shelter, City Hall, etc.).
- Information is being shared in e-newsletters and other City publications like *Off the Shelf*, *Rec Beat* and the *Silver Scoop*.
- Graphics are being run on CGTV and will be added to informational TVs at City facilities.
- Banner images and stories will continue to be published on the City's website.

Municipal Outreach - Opt Out Process

Residents who do not wish to participate in Tap Telehealth can opt out before the program begins or once it's launched.

- Call MDHP — Call (972) 688-6330 and speak with a live representative who can opt out City of Garland utility account customers in under a minute. For seniors or anyone less comfortable with technology, a quick phone call is all it takes.
- Email — City of Garland utility account customers wanting to opt out may email optout@garlandtx.gov. Within the opt-out email, please include the account holder's name, address, phone number and account number (if available).

Educational Outreach - Touchpoints 5-7

- Garland ISD Collaboration:
 - Met with Dr. Lakisha Culpepper and spoke to Trustee Daphne Stanley. Hoping to get a meeting set up soon with Dr. Lopez so that we can offer it to the ENTIRE DISTRICT at no cost during cold and flu season.
- Children's Christmas Party:
 - Hosted by North Garland High School and put on by the Noon Exchange Club, gifts and school essentials were wrapped and sorted for over 300 children within GISD.

Educational Outreach - Touchpoints 5-7



Educational Outreach - Touchpoints 5-7

- ChildCareGroup November 20th Resource Fair:
 - The Parsons' and Cisneros' sites for CCG hosted a resource fair at Garland Central Library.
 - Over 15 entities that provide child development, healthcare, and educational resources for families in need were present.
 - Our team was able to converse with families about the Pilot Program and how Tap telehealth can protect their family for flu season.



Educational Outreach - Next Steps

- Hopefully meet with school nurses by the end of the year with coordination from Renee Kotsopoulos. Discuss ways we can send children home with flyers or informational material.
- Work with Dr. Lakisha Culpeper to attend “Back to School” events at the start of the 2026 spring semester.
- Plan to attend and speak at several monthly PTA meetings to inform parents directly about the Pilot Program.

Community Outreach - Touchpoints 8-10

- Garland Christmas on the Square:
 - Thanks to help from City staff, our team hosted a tent at Christmas on the Square on December 4th.
 - Spoke with hundreds of Garland families and signed up many of them to the Pilot Program.
 - Forged connections with local businesses and other entities.



Community Outreach - Touchpoints 8-10

- Univision Interview:
 - Our team member, Gerardo Lopez Perez, was invited for an interview on Univision's "Contigo" show.
 - Gerardo was able to provide information about MD Health Pathways as a whole and how Tap Telehealth can help your family this flu season.
- Univision Resource Fair:
 - Team members were also invited to Univision's Health Resource Fair for Dallas County.
 - Connected with many Garland families who attend the fair.





Community Outreach - Touchpoints 8-10

- Pop-Ups:
 - In addition to Pop-Ups in senior-dense neighborhoods, our Liaison has hosted multiple in some of Garland's lowest income zip codes. These pop-ups are intended to educate residents and lead them towards an informed decision about the program.
- South Garland Library Informational Session:
 - Our Liaison has organized an informational session for Garland residents on Tuesday, December 9th. Similar to town halls, this will be an opportunity for residents to learn more about the program and ask any questions they may have.

Business Outreach - Touchpoints 11-13

- Chamber of Commerce:
 - Attended the October and November Direct Connect meetings with plans to sponsor an upcoming meeting.
 - Attended Garland GROW events hosted by Cole Sanchez, local Chamber of Commerce member. These monthly outings allow for us to connect with local leaders and business owners in a low stress environment.

Master Telehealth Services Agreement

This Master Telehealth Services Agreement (the "**Agreement**") is made and entered into as of 09/17/2025, by and between **Pathways Physicians Texas, PLLC**, a Texas professional limited liability company (hereinafter "**PPTX**"), and the **City of Garland, a Texas home-rule municipality** (hereinafter the "**City**"). PPTX and the City may each be referred to as a "**Party**" and collectively as the "**Parties**."

Recitals

- **Whereas**, the City desires to offer its residents access to telehealth immediate medical care ("TIMC") as a community benefit program, funded by voluntary contributions collected pursuant to the terms hereof;
- **Whereas**, the program contemplated hereunder would not, and is not intended to, raise revenue for the City or that the City will expend any funds from the General Fund in furtherance of said program;
- **Whereas**, PPTX is a provider of TIMC and has the expertise and resources to deliver such services to the City's residents; and
- **Whereas**, the Parties have negotiated this Agreement to set forth the terms under which PPTX will provide TIMC and the City will facilitate access to the program, with provisions intended to protect both Parties' legal, operational, and financial interests;

Now, therefore, for and in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the Parties agree as follows:

1. Definitions

For purposes of this Agreement, the following capitalized terms have the meanings set forth below. Other terms may be defined in context within this Agreement.

- **"Telehealth Services"** -- The remote TIMC intended to prevent aggravation of physiological illness or injury described in this Agreement that PPTX will provide to Participating Households, including virtual medical consultations by licensed physicians or other qualified healthcare professionals via telephone, video, text messaging, or other electronic communication methods.

- **"Household"** -- A residential utility account holder in the City (e.g., a single-family residence or other residential unit that receives a City utility bill) that is eligible to participate in the telehealth program.
- **"Participating Household"** -- A Household that has not opted out of the telehealth program and is current on its monthly telehealth Contribution, and therefore is entitled to receive Telehealth Services under this Agreement.
- **"Contribution"** -- The monthly fee voluntarily paid per Household to fund the telehealth program (rates as specified in Section 5.1, subject to CPI adjustments as set forth in Section 5.1).
- **"Introductory Term"** -- The period spanning the first 6 months from and after the Program Launch Date. It will include meetings between representatives of the Parties following every 3 months to review program effectiveness and recommended changes. Also, PPTX shall provide up to three temporary call center employees to manage increased call volume during the Introductory Term.
- **"Initial Term"** -- The initial duration of this Agreement as specified in Section 2.1.
- **"CPI"** -- The Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (or, if such index is discontinued or not available, a comparable index mutually agreed by the Parties), used for calculating allowable annual price adjustments beginning in Year 3, as described in Section 5.1.
- **"Program Launch Date"** - The first date on which the City includes the Contribution charge on utility bills and Participating Households may begin using the Telehealth Services.

2. Term of Agreement

2.1 Initial Term: The term of this Agreement shall commence on the Program Launch Date and continue for an initial period of **seven years** thereafter, unless earlier terminated in accordance with this Agreement (the **"Initial Term"**). The Initial Term includes the Introductory Term. Following the execution of this Agreement, the Parties will agree in writing to a Program Launch Date based on the City's determination that its customer service and billing systems will adequately support the program launch.

2.2 Renewal Terms: Upon expiration of the Initial Term, this Agreement may be renewed for additional terms (each a **"Renewal Term"**) of a duration to be negotiated by the Parties upon the written agreement of both Parties. Unless a Party gives written notice of non-renewal at least 180 days before the end of the Initial Term or then-current Renewal Term, this Agreement shall renew on a month-to-month basis under the terms of the immediately preceding Term until

either (i) the Parties execute a written agreement for a Renewal Period, or (ii) this Agreement is terminated by either Party pursuant to Section 6.

3. Scope of Services

3.1 Telehealth Services Provided. PPTX shall furnish comprehensive **Telehealth Services** to all Participating Households in accordance with this Agreement.

- **Standard Service Window.** Telehealth Services will be routinely available **every day, including holidays, from 8:00 a.m. to 10:00 p.m. Central Time** (the "Standard Service Window").
- **24 / 7 Expansion Option.** Should the City later determine that around-the-clock availability is desirable, the Parties may amend this Agreement to extend coverage to a full 24 / 7 model at mutually agreed pricing and service-level terms. Until such amendment is executed, PPTX has no obligation to provide Telehealth Services outside the Standard Service Window.

During the Standard Service Window, residents may consult with qualified, Texas-licensed healthcare providers via secure text/SMS, telephone, video conference, or a designated telehealth platform/application. Telehealth Services include, without limitation:

- On-demand immediate evaluation and advice for perceived physiological illness or injury;
- Diagnosis and treatment recommendations for common illnesses and minor injuries (e.g., colds/flu, infections, minor sprains);
- Prescription services when clinically appropriate and lawful, including transmittal to local pharmacies;
- Triage guidance on whether in-person urgent care or emergency services are recommended;
- Answers to health-related questions and early-intervention coaching for chronic-condition management; and
- Referrals to specialists or community health resources when an issue is beyond the scope of telehealth or requires follow-up.

PPTX shall ensure that Telehealth Services are provided **without any per-visit charge** to the patient or the City beyond the monthly Contributions set forth in Section 5; Participating

Households therefore receive **unlimited** access---subject to reasonable controls---covered by the program.

3.2 Licensed Personnel and Standard of Care: PPTX shall ensure that all services are provided by individuals holding the necessary **professional licenses and certifications** in the State of Texas (e.g., medical doctors or osteopathic physicians licensed by the Texas Medical Board, nurse practitioners or physician assistants if utilized, etc.). PPTX will provide Telehealth Services in accordance with the **prevailing standard of care** for telemedicine and all applicable laws and regulations. This includes compliance with Texas telemedicine requirements (e.g., establishing a valid physician-patient relationship via telehealth as required by Tex. Occupations Code and Texas Medical Board rules), maintaining patient privacy and security in accordance with **HIPAA** and other applicable privacy laws, obtaining any necessary consents for treatment via telehealth, and maintaining thorough medical records of telehealth encounters. PPTX is solely responsible for the acts and omissions of its physicians and staff; however, nothing in this Agreement shall be construed to create an employer-employee relationship between the City and any PPTX personnel (see Section 11.4). PPTX will have physicians who are multi-lingual and, if needed, able to provide services in languages prevalent in the community (to the extent practicable, such as Spanish for Spanish-speaking residents), or through translation services if necessary.

3.3 Service-Level Standards. PPTX shall use commercially reasonable efforts to maintain the performance standards set forth in **Exhibit A (Service Level Agreement and Key Performance Indicators)**, which is incorporated herein. The primary objective metric is **Availability / Uptime:** the Telehealth Services are expected to remain continuously operational during the Standard Service Window (8 a.m.--10 p.m. CT, seven days a week), except for infrequent, short maintenance windows that PPTX will schedule during historically low-usage periods and, when practicable, announce to the City in advance.

PPTX will monitor platform performance and promptly correct material service degradations. The Parties acknowledge that isolated anomalies may arise (e.g., a brief carrier outage or unexpected surge), but sustained or repeated service interruptions, after notice and a reasonable cure period, may be treated as a breach under Section 6.2. No specific "time-to-patient" or response-interval targets are imposed under this Agreement unless the Parties later amend Exhibit A to include such metrics by mutual written consent.

3.4 Reporting and Monitoring: PPTX shall provide the City with regular reports to facilitate oversight of the program's success and compliance with service standards. At a minimum, PPTX will provide:

- **Introductory Term Reports:** During the second City Council Work Session meeting of each month during the Introductory Term, PPTX will provide a presentation to the City Council. The presentation shall include, but not be limited to, the number of telehealth consultations provided to Garland residents under this program, average and maximum wait/response times; any downtime or service interruptions (with dates, duration, and reason for downtime/interruption); and summary of any resident feedback or complaints

received (with general nature of issue and resolution, but without any personal health details).

- **Monthly Reports:** By the 15th of each month, PPTX will deliver a report for the previous month detailing: the number of telehealth consultations provided to Garland residents under this program; the number of unique Households that utilized the service; average and maximum wait/response times; any downtime or service interruptions (with dates and duration); and a summary of any resident feedback or complaints received (with general nature of issue and resolution, but without any personal health details).
- **Annual Reports:** Within 30 days after each anniversary of the Program Launch Date (and within 30 days after termination or expiration, if applicable), PPTX will present to the City Council during a Work Session meeting a comprehensive annual report summarizing the above metrics over the year, identifying trends (e.g., utilization rates, peak usage times, most common consultation types), and including any recommendations for program improvements or adjustments for the City's consideration.

These reports shall be provided in a format reasonably requested by the City (for example, a written csv or Excel report and an accompanying spreadsheet of key data). **Privacy Note:** The City acknowledges that medical consultations are private. PPTX will **not disclose any Protected Health Information (PHI)** or personally identifiable patient information to the City in these reports, beyond what is needed for program administration. All usage data will be aggregated and de-identified in compliance with HIPAA. The City may use the aggregated data for lawful purposes such as public reports to City Council on program effectiveness.

3.5 Program Limitations and Resident Guidance: PPTX's Telehealth Services are intended to provide TIMC to aid in the diagnosis and prevention of the aggravation of physiological illness or injury. The program is **not** health insurance and is not a replacement for in-person primary care or in-person emergency services as may be required by health insurance. PPTX shall ensure that all Participating Households are informed (via welcome materials, the utility bill insert in Exhibit C, or initial interactions) that **for any medical emergency or conditions requiring immediate hands-on care, residents should call 9-1-1 or go to the nearest emergency facility.** PPTX providers will use professional judgment to direct patients to in-person emergency care or in-person evaluation if symptoms suggest a serious condition (e.g., chest pain, severe shortness of breath, signs of stroke, etc.) that cannot be sufficiently diagnosed by TIMC. Furthermore, the Telehealth Services do not cover the cost of prescriptions or external medical services---those remain the patient's responsibility (though PPTX's services include helping locate low-cost options or referrals). Participating Households should maintain any regular health insurance or primary physician relationships they have; this program is a supplemental benefit to increase access to care. PPTX will not provide long-term management of chronic diseases beyond telehealth advice and directing patients to appropriate follow-up; nor will PPTX prescribe any medications that are not legally permissible via telehealth or without an in-person examination when required by law.

3.6 Changes in Scope of Services: If the City requests an expansion or significant change to the scope of Telehealth Services (for example, adding mental health tele-counseling or on-site services), or if PPTX proposes service enhancements (like a new telehealth platform feature), the Parties shall discuss such changes in good faith. No such change will be effective unless agreed in writing (e.g., as an amendment or added exhibit). Minor adjustments and improvements that do not materially alter the obligations of either Party (such as adding additional languages support or improving average response times) may be made by PPTX in the ordinary course, with notice to the City. Any change that could affect the pricing or costs must be mutually agreed.

3.7 PPTX-Funded Support Positions: To facilitate the successful launch and implementation of the telehealth program and to ensure the City does not incur any expense associated with the program, PPTX agrees to fund the following temporary positions:

- **Utility Billing Agent:** PPTX will fund one Garland employee position for a period of 6 months from the Program Launch Date, at a rate equal to the current utility billing customer service representative rates established by the City. This employee will focus on addressing resident inquiries related to the telehealth program billing, assisting with opt-out requests, and supporting the initial implementation of the program within the City's utility billing system. The City shall hire or assign this individual according to its standard employment procedures. Such funds for the actual cost of this position (salary and benefits) shall be shown as a credit on the amounts owed to PPTX pursuant to Section 5 hereof.
- **Community Liaison:** PPTX will fund a community liaison position for a period of 9 months, beginning 3 months before the Program Launch Date and continuing 6 months after the Program Launch Date, to promote the program throughout the community. PPTX will request the City's assistance in identifying a suitable candidate for this role, preferably a former council member or other individual with strong community connections who is trusted by Garland residents. The hourly wage for this position will be negotiated directly between the selected individual and PPTX. The community liaison will report to PPTX but will coordinate activities with the City's marketing efforts described in Exhibit D. The community liaison's responsibilities shall include attending community events, meeting with neighborhood groups, and otherwise raising awareness of the telehealth program.
- **Temporary Call Center Employees:** As referenced above, PPTX will fund three Garland employee positions at the call center for the Introductory Term, at a rate equal to the current call center employee rates established by the City. The City shall hire or assign these individuals according to its standard employment procedures. Such funds for the actual cost of these positions (salary and benefits) shall be shown as a credit on the amounts owed to PPTX pursuant to Section 5 hereof.

PPTX shall provide the City with bi-weekly updates on the community liaison's activities. For clarity, the community liaison shall be an independent contractor of PPTX, not an employee of the City.

- **Process Consultant:** Following the Introductory Term, if determined by the City in its reasonable discretion that such an engagement would be beneficial, PPTX will engage, at its sole expense, a qualified process consultant to assist with business process mapping. The consultant's scope of work shall be (i) optimizing customer communication workflows and (ii) designing and supporting data exchange between MD Pathways and the City.

The funds contemplated by this Section shall be used solely for the purposes therein stated. Any remaining funds determined by the City to be unnecessary for the respective purpose shall be remitted to PPTX.

3.8 PPTX-Funded Program Support: To facilitate the successful launch and implementation of the telehealth program and to ensure the City does not incur any expense associated with the program, PPTX agrees to fund the following program support commitments:

- **Software Support:** PPTX shall provide the City with \$80,000, as a \$6,666.67 credit on the monthly remission of fees from the City to PPTX under Section 5.2 for the first year of the Program, for software support. These funds shall be used by City to license and upgrade customer service software, bill printing system integration, and associated Information Technology professional services.
- **Program Escrow:** Beginning with the first year of the Initial Term, PPTX shall provide the City with \$50,000 annually, as a \$4,166.67 credit on the monthly remission of fees from the City to PPTX under Section 5.2, for a program escrow. The City shall deposit these funds into an escrow account designated by the City to fund staffing and program-related costs incurred by City. The annual Program Escrow amount shall increase by an amount equal to three percent (3%) of the prior year's Program Escrow amount, starting in year two of the Initial Term and continuing through the remainder of the Initial Term and any Renewal Term until the Termination of this Agreement.
- **Community Assistance:** Beginning with the first year of the Initial Term, PPTX shall provide the City with \$25,000 annually, as a \$2,083.33 credit on the monthly remission of fees from the City to PPTX under Section 5.2, for community utility assistance. These funds shall be deposited into the City's bill assistance program. The annual Community Assistance amount shall increase by an amount equal to three percent (3%) of the prior year's Community Assistance amount, starting in year two of the Initial Term and continuing through the remainder of the Initial Term and any Renewal Term until the Termination of this Agreement.
- **Billing Insert Support:** PPTX shall provide the City with \$8,000 in year one of the program, as a \$666.66 credit on the monthly remission of fees from the City to PPTX

under Section 5.2, for billing inserts to accompany the utility bill and explain the service to customers, as contemplated in Section 4.1 below.

The funds contemplated by this Section shall be used solely for the purposes therein stated. Any remaining funds determined by the City to be unnecessary for the respective purpose shall be remitted to PPTX.

4. City's Obligations and Program Administration

4.1 Billing and Collection of Contributions: The City shall facilitate the funding of the telehealth program by acting as the billing and collection agent for the monthly **Contributions** from Participating Households. Beginning on the Program Launch Date (or the next practicable utility billing cycle) and continuing throughout the Term, the City will include on each eligible Household's utility bill a separate line item or charge labeled to indicate the telehealth services program Contribution (for example, "Telehealth Services Program -- [Month]" with the applicable amount). An explanatory addendum or insert will accompany or be incorporated into the bill, at least for the first billing cycle and periodically as needed, to explain the nature of this charge (substantially in the form attached as **Exhibit C**). The City's utility billing department shall handle the mechanics of billing this fee alongside normal Residential utility charges. Specifically for apartment complex buildings where utility charges are billed through a master meter, the City shall apply a single Contribution charge per meter, regardless of the number of individual units. Following the first year after the Program Launch Date, PPTX, at its discretion, shall be allowed to negotiate third-party contracts with those apartment complexes using master meters for Telehealth Services, and upon notice to the City by PPTX, the City shall be released of its obligation to collect the Contribution from those accounts. Collected Contributions shall be accounted for separately (for clarity, the City will track these funds, which will be owed to PPTX, distinct from general utility revenue). The City will exercise diligent efforts in billing and collecting Contributions, applying similar practices as it does for other City charges (except no service disconnections will occur solely for non-payment of the telehealth fee, as described in 4.2). The City will not markup or add additional fees to the Contribution; the agreed amounts (as specified in Section 5.1) are what residents pay and what is owed to PPTX (minus any uncollected amounts as noted in Section 5.2). If the City's billing system requires any initial setup or programming to implement this charge, the City will complete such setup prior to the Program Launch Date (with PPTX to assist in providing any needed information).

4.2 Resident Opt-Out Mechanism: Participation in the telehealth program is **voluntary** for City residents. The City shall implement and manage an **opt-out** system whereby any Household may choose not to participate and not be billed the Contribution. Key aspects of the opt-out process include:

- **Initial Opt-Out Period:** On or before the Program Launch Date, the City will notify all eligible Households of the upcoming telehealth program and give them a clear opportunity to opt out **before** the first charge appears. This can be achieved via a mailed notice or insert (Exhibit C) and through City communication channels (website, social

media, etc.). Residents might opt out by calling a designated City phone number, returning a form, or using an online website or portal -- the City will provide convenient methods and will log each opt-out request. Any Household that opts out in advance will not be billed the Contribution on the first or subsequent utility bills (unless they later opt back in).

- **Ongoing Opt-Out Rights:** After the Program Launch Date, a Household may opt out at any time by notifying the City through the established process. The City shall remove the telehealth charge from that Household's bill starting with the next billing cycle following the opt-out request (allowing for reasonable processing time).
- **Non-Payment Treated as Opt-Out:** If a Household does **not pay** the telehealth Contribution portion of its utility bill, the City will treat such non-payment as that Household's election to opt out of the program. In practice, the City may include a note on the bill or a courtesy reminder (e.g., "If you do not wish to participate in the telehealth program, you may opt out; non-payment of this charge will be interpreted as an opt-out."). The City is not required to undertake collection actions for unpaid Contributions beyond its standard utility bill collection processes. If a partial payment is made on a utility bill, the City's payment application protocols will first satisfy essential utility services and may leave the telehealth charge unpaid, indicating an opt-out. The City will not impose late fees, penalties, or service cut-offs solely for refusal to pay the telehealth Contribution; instead, the Household simply will be unenrolled (opted-out) for non-payment. The City will update its records to reflect that status and cease future billing to that account for the Contribution. (If that resident later wishes to rejoin, they could request to opt back in, in which case billing would resume in a future cycle.)
- **Data on Participation:** The City shall maintain accurate records of which Households are Participating Households (i.e., have not opted out and continue to pay) and which have opted out (or been deemed opted out for non-payment). The City will provide PPTX with an updated list (or accessible dataset) on at least a monthly basis identifying all Participating Households, or conversely all opted-out Households, so that PPTX knows whom it is obligated to serve. This list may be in the form of account numbers or another unique identifier; it need not include resident names (unless necessary for verification).. PPTX will use this information solely for verifying service eligibility and administration of the program.

In summary, **PPTX is only obligated to provide Telehealth Services to Participating Households**, and the City is only obligated to pay PPTX for Households that actually participate (pay the Contribution). Handling of opt-outs and the communication thereof is a critical City responsibility to ensure clarity on who is covered at any given time.

4.3 Remittance of Funds to PPTX: The City's payment obligations to PPTX are set forth in Section 5. In general, the City will act as a pass-through entity: collecting Contributions and remitting those collected funds to PPTX on a regular basis (monthly, unless otherwise agreed).

The City shall segregate or account for collected Contributions such that they are identifiable as funds due to PPTX. Collected amounts shall not be diverted to other City uses. The City will prepare a monthly summary of collections and promptly pay PPTX as described in Section 5.3. If the City anticipates any **administrative delays** or issues in remitting payment (for example, a software issue delaying calculation of amounts), it will inform PPTX and work to resolve it quickly. Both Parties acknowledge that timely and accurate flow of funds is essential to the success of the program.

4.4 Promotion and Marketing Support: The City will endeavor to actively promote the telehealth program. The City's specific marketing and outreach commitments are detailed in **Exhibit D (City Marketing Commitments)**. In general, the City will utilize its communication channels to raise awareness of the Telehealth Services among residents. This includes, at minimum: sending periodic informational mailers or bill inserts about the program, posting about the program on the City's official social media accounts several times per year, including program information in materials provided to new residents, and collaborating with PPTX to present the program at community events or health fairs. The City will designate a point of contact or coordinator to work with PPTX's team on marketing efforts, ensuring that messaging is accurate and consistent. All outreach will clearly convey that the program is an **"opt-out"** service (so people understand they are included unless they choose otherwise) and will highlight the service offered (unlimited telehealth access for a monthly fee). The City's name and logo may be used in program materials, and PPTX's name and service may be featured in City communications, in accordance with guidelines either Party may provide (and each Party will obtain approval from the other for any use of the other's logo or trademarks). Marketing expenses for the activities listed in Exhibit D (such as printing and mailing City utility inserts) shall be borne by the City, except that PPTX will bear any costs associated with its own optional marketing efforts or any premium promotional activities not outlined that PPTX elects to do.

4.5 Exclusivity of Program Services: During the Term of this Agreement, the City shall **not enter into any agreement with a third party to provide a similar telehealth subscription service to City residents** where fees are collected in connection with City utility billing or a City-managed opt-out program. PPTX shall be the exclusive provider for any City-sponsored telehealth program of this nature while this Agreement is in effect. (This does not prevent the City from participating in or promoting unrelated health initiatives, such as county health programs or hospital partnerships, so long as they are not the same model of providing telehealth-for-all via a utility bill fee.) The City confirms that it currently has no contracts with other telehealth vendors for a program in violation of this section.

4.6 Legal Compliance and Support: The City will use its governmental authority to support the lawful implementation and ongoing operation of the telehealth program. The City represents that it has or will obtain all necessary approvals (e.g., City Council resolutions or City Manager approvals) to lawfully add the telehealth Contribution to utility bills and enter into this Agreement. The City shall ensure the program structure (including the opt-out billing mechanism) complies with any applicable laws or regulations. If any resident, regulator, or other stakeholder challenges the legality of the billing mechanism or any aspect of the program, the City will promptly notify PPTX and, to the extent the challenge centers on City policy or action,

the City will take primary responsibility in addressing or defending against such challenge (consistent with the indemnification obligations in Sections 8.1 and 8.2). The City will also handle any **Texas Public Information Act** (TPIA) requests or other public records inquiries relating to this Agreement or the program in accordance with law and Section 11.3 (ensuring PPTX is consulted if any request encompasses PPTX's proprietary information). Nothing in this Agreement requires the City to violate any law, and any apparent conflict shall be addressed through the contract's modification or termination provisions (see Section 10, Regulatory Changes). The City will not knowingly pass any ordinance or policy that conflicts with the purpose of this Agreement or that materially increases PPTX's costs of performance without engaging in the renegotiation process contemplated in Section 10.

4.7 Founding Partner Program Obligations: As part of the Founding Partner Program and in exchange for the discounted pricing structure specified in Section 5.1, the City agrees to:

- **Joint Press Release:** Collaborate with PPTX on one joint press release announcing the telehealth program partnership. The City will provide input, review, and approval of the release content, as well as assist with distribution through appropriate City channels.
- **Case Study Authorization:** Allow PPTX to develop and publish a case study about the telehealth program implementation in Garland. PPTX may use anonymized program data (such as utilization statistics and health outcomes) and the City's logo in the case study. Any case study will be provided to the City for review prior to publication, and the City shall have the right to request reasonable modifications to protect resident privacy or City interests.
- **Timely Payment:** Pay PPTX on time as specified in Section 5.3 and 5.4 of this Agreement.

5. Compensation and Payment Terms

5.1 Contribution Rates and Pricing Structure: In consideration for PPTX's Telehealth Services, the City (on behalf of Participating Households) shall remit based on fees voluntarily collected through the program to PPTX as follows:

- **Founding Partner Program:** The City of Garland Residents will participate in PPTX's Founding Partner Program, which provides special discounted pricing over a five-year period. The standard monthly program price per Household is \$9.00, but as a Founding Partner, the program participants will receive the following discounted rates:
 - **Year 1:** \$6.00 per Household per month
 - **Year 2:** \$6.00 per Household per month
 - **Year 3:** \$7.00 per Household per month
 - **Year 4:** \$8.00 per Household per month

- **Year 5:** \$9.00 per Household per month
 - **Year 6:** \$9.00 per Household per month
 - **Year 7:** \$9.00 per Household per month
- **Annual CPI Adjustment (Cap 5%):** Beginning with the sixth year of the program and for each year thereafter, PPTX may adjust the per-Household monthly rate based on inflation as measured by the Consumer Price Index (CPI). Specifically, **at the start of Year 6** (and at the start of each subsequent year on the anniversary of the Program Launch Date), the base rate for that year as specified above may be increased by a percentage equal to the percentage increase in the CPI over the most recent 12-month period for which official CPI data is available. However, **any such annual increase shall be capped at 5%** of the then-current rate. If the CPI indicates a larger increase, only a 5% increase will be applied for that year. If the CPI change is smaller, the smaller percentage (or no increase) may be applied. PPTX shall give the City at least **60 days' advance written notice** of any CPI-based rate increase, including documentation of the CPI calculation. The adjusted rate will remain in effect until the next annual adjustment or end of the Agreement. CPI adjustments are intended to account for increased costs of providing services due to inflation and regulatory changes; they are not automatic unless CPI has increased. If CPI is flat or negative, the rate would remain the same (no increase), absent mutual agreement for a downward adjustment.

All pricing above is per Household per month. If the City ever bills on a different periodic basis (e.g., bi-monthly utility billing), the charges can be prorated or structured so that it equates to the same monthly rate (for instance, \$12 every two months in Year 1 instead of \$6 monthly, if needed for billing software). The City shall not charge or withhold any administrative fees from these Contributions -- the full collected amount (except uncollected amounts, addressed in 5.2) is due to PPTX.

5.2 Payment Based on Collected Contributions (No Payment for Opt-Outs): PPTX's compensation under this Agreement is expressly limited to the **Contributions actually collected by the City** from Participating Households. The City shall **not** be required to pay PPTX for any Household that has opted out or otherwise failed to pay the Contribution. In other words, PPTX bears the risk of non-collection from residents -- if a resident does not pay, PPTX will not receive that Contribution (and, correspondingly, PPTX will not be obligated to provide service to that resident as they are considered to have opted out). The City will only remit amounts that it has successfully collected. The City's obligation to pay is purely **contingent on collection**; there is no guarantee of any minimum number of participants or amount. However, the City will make commercially reasonable efforts in its billing and collection practices to maximize collection, as described in Section 4.1 and 4.2, treating the telehealth Contribution like an ordinary line item on the utility bill. If a previously non-paying Household later pays past due Contributions (perhaps in clearing up a utility bill), the City will include those recovered funds in the next remittance to PPTX, but the Household's eligibility for services will be determined by the opt-out rules (generally, non-payment means they were not covered during that period).

PPTX acknowledges and agrees that the City has not made and is not making any promise of a particular participation level or revenue amount; the financial model is enrollment-driven.

5.3 Invoicing and Remittance Procedure: The following process shall apply to the billing and remittance of Contributions from the City to PPTX:

- **Monthly Remittance/Invoice Cycle:** On a monthly basis (aligned with the City's normal billing cycle), the City will calculate the total Contributions collected in the preceding period. The City will provide PPTX with a **Monthly Contribution Report** (as noted in Section 4.3) stating the number of Participating Households and total amount of Contributions collected for that month (or billing cycle), along with any necessary detail (e.g., identification of any partial payments or adjustments). PPTX will then issue an invoice to the City for that amount, referencing the City's report. Alternatively, if mutually agreed, the City's report itself can serve as the basis for payment without a separate PPTX invoice; in such case, the City will initiate payment of the reported amount within the timeframe below.
- **Payment Terms:** The City shall remit payment to PPTX for each invoice (or report) **within 30 days** of receipt of the invoice/report, less the credit for the Utility Billing Agent pursuant to Section 3.7 and the credits for program support in Section 3.8, above. Payment shall be made via a mutually agreed method, such as ACH electronic transfer to an account designated by PPTX. Timely payment is important to maintain service continuity. If the City identifies any discrepancy or has a good-faith dispute about the invoiced amount, it shall notify PPTX within 15 days after delivery of the invoice, and the Parties will work together to resolve the dispute promptly. The City will in any event pay the **undisputed portion** of an invoice within the 30-day period.
- **Records:** Each Party will maintain records of the amounts billed, collected, invoiced, and paid. The City's records of what was collected shall be controlling in determining the amount due, absent manifest error. PPTX may inspect relevant City records to verify the figures if needed (subject to audit provisions in Section 11.2). Likewise, the City can inspect PPTX's invoicing records. Both Parties agree to seek to resolve discrepancies in good faith.
- **Adjustment for CPI or Rate Changes:** If a CPI adjustment or other rate change occurs as described in 5.1, the City's billing and PPTX's invoicing will reflect the new rates as of the effective date. The City shall not be responsible for calculating PPTX's invoice; PPTX will ensure its invoice reflects the current approved rate and matches the City's reported number of participants and collected funds.

5.4 Late Payment and Suspension of Service: The City shall remit PPTX on time as described above. In the event any **undisputed** remittance is not received by PPTX within 30 days after it is due, PPTX will provide written notice to the City's contract manager or finance department, alerting the City to the delinquency. If the City still has not remitted within an

additional ten days after receiving such notice (i.e., 60 days past the original due date), PPTX shall have the right to **suspend Telehealth Services** under this Agreement until remittance is made, upon giving the City a second written notice (a "Notice of Suspension") at least ten days before the suspension is to take effect. If the City cures the default within that ten-day period, the suspension will not occur. If the City does not cure, PPTX may halt services starting on the specified suspension date. During any period of suspension for non-remittance, PPTX will have no obligation to provide Telehealth Services to City residents, and the City will be responsible for informing residents (if inquiries arise) that the service is temporarily unavailable due to remittance issues. PPTX shall resume services promptly after the City remits all outstanding undisputed amounts (including any applicable late charges).

Additionally, any late remittance (beyond 30 days past due) shall accrue interest at the lesser of an annual rate of 1.5% per month or any part of a month, compounded annually, or the maximum rate allowed by Texas law for municipal contracts, calculated from the original due date until the date of remittance. The Parties intend for this to comply with the Texas Prompt Payment Act (Tex. Gov't Code Ch. 2251) to the extent it applies, and not to exceed any lawful rate.

If remittance delinquency continues beyond 90 days without satisfactory resolution, such failure to remit shall constitute a material breach by the City, and PPTX may terminate the Agreement for cause pursuant to Section 6.2(b). In such case, the City would be responsible for any applicable termination remittance as set forth in Section 6.2(b) and 6.1.

5.5 Taxes: The Contributions are considered a fee for services provided to Participating Households and passed through to PPTX; they are not a tax or a City fee for City revenue. Each Party is responsible for its own taxes as applicable. PPTX shall be responsible for any taxes based on its income or business operations (including payroll taxes for its employees). The City, as a Texas municipal entity, is generally tax-exempt for its purchases and not subject to sales tax; in this arrangement, the City is acting as a billing conduit. It is not anticipated that sales tax applies to medical services, but if any sales, use, excise, or similar taxes are determined by a competent authority to apply to the amounts paid to PPTX hereunder, PPTX shall be responsible for such taxes (as PPTX is the ultimate recipient of the payment for services). The City shall not withhold any portion of the Contribution for taxes unless required by law, in which event the City shall notify PPTX and cooperate to minimize any such withholding or double-taxation. If any law provides an exemption or exception that can be claimed, the Parties will reasonably cooperate (for example, providing resale or exemption certificates). In no event will either Party be responsible for any taxes of the other Party that are not directly related to this Agreement.

5.6 Funding and Appropriations: The City reasonably believes that, as the program is structured, the amounts needed to remit PPTX will be fully covered by Contributions, and therefore the City will not appropriate additional general funds for this Agreement. The City agrees to budget and appropriate the collected Contribution funds for remittance to PPTX. In compliance with Texas law, the City's obligations hereunder are subject to the availability of funds and annual appropriation by the City Council, as applicable. The City has appropriated

funds for the initial year of this Agreement by virtue of approving the program. If in any subsequent fiscal year the City Council fails to appropriate funds for the continuation of this Agreement (and if no collected Contributions are available to cover the costs), the City may terminate the Agreement by providing written notice to PPTX and complying with any applicable Texas law requirements (this scenario would be treated as a termination for non-appropriation, potentially without the penalty of Section 6.1, since the City cannot commit funds it does not appropriate). The City will make good faith efforts to avoid this outcome, and shall not use non-appropriation as a pretext to terminate for convenience in order to circumvent the termination fee.

6. Termination

6.1 Termination by City for Convenience (Without Cause).

- **(a) Right to Terminate Pre-Program Launch Date.** Either party may cancel this Agreement without penalty up to 30 days prior to the Program Launch Date.
- **(b) Right to Terminate Following Introductory Term.** At the end of the Introductory Term, the City may terminate this Agreement for its convenience by delivering at least 30 days' prior written notice to PPTX.
- **(c) Right to Terminate After Month 24.** Beginning on the first day of Month 25---and at any time thereafter---the City may terminate this Agreement for its convenience by delivering at least **90 days' prior written notice** to PPTX specifying the effective date of termination.
- **(d) No Fee.** If the City terminates this Agreement for convenience, no termination fee is owed. The City must still remit to PPTX all Contributions collected for services rendered through the termination date.

6.2 Termination for Cause: Either Party may terminate this Agreement for cause upon a material breach by the other Party, subject to the following provisions:

- **By the City (PPTX Breach):** If PPTX materially breaches any material obligation of this Agreement, the City shall provide written notice to PPTX describing the nature of the breach in detail. PPTX shall have 30 days from receipt of such notice to cure the breach to the City's reasonable satisfaction. If the breach is of a nature that cannot reasonably be cured within 30 days, PPTX may submit a reasonable plan for curing the breach as promptly as practicable, and seek the City's written consent for an extended cure period (which consent shall not be unreasonably withheld for non-monetary breaches). Failure to meet service level standards as required, significant downtime or unavailability of services, repeated justified complaints from residents about service quality, or any action

by PPTX that jeopardizes residents' health or privacy could all constitute material breaches if not promptly remedied. If PPTX fails to cure the breach within the applicable cure period, the City may terminate this Agreement by delivering a written termination notice to PPTX, with a specified termination date at least 30 days from the date notice is sent by City. In a termination for PPTX's breach, the City is not required to pay any termination fee. The City shall pay PPTX for any validly collected Contributions attributable to services provided up to the termination date (to the extent not already paid), but the City may withhold or offset any amounts reasonably necessary to cover the City's damages caused by the breach (subject to the limitation of liability in Section 9). Termination for breach is without prejudice to any other rights or remedies the City may have under this Agreement or at law, except those remedies are subject to the limitations and waivers provided herein.

- **By PPTX (City Breach):** If the City materially breaches its obligations under this Agreement, PPTX shall provide written notice to the City describing the breach. Material breaches by the City include, for example: failure to remit PPTX amounts due (beyond applicable notice and cure periods in Section 5.4), failure to collect Contributions as agreed (e.g., arbitrarily stopping collection without terminating the Agreement), or violation of exclusivity (bringing in another provider in breach of Section 4.5). The City shall have 30 days from receipt of notice to cure the breach. For remittance breaches, cure would consist of full remittance of all outstanding amounts; for other breaches, appropriate corrective action should be taken. If the City does not cure the breach within the cure period, PPTX may terminate this Agreement by written notice, effective as of a specified date at least 30 days from the date notice is sent by PPTX. In such event, the City shall remain liable to remit to PPTX all Contributions collected (or due to be collected) for services provided up to the termination date. PPTX may also pursue any other remedies available at law or in equity for the City's breach, subject to the limitation of liability in Section 9.

In all cases of alleged breach, the non-breaching Party has a duty to act reasonably and in good faith. If a breach is disputed, the Parties may engage in discussions or mediation to attempt to resolve the dispute prior to termination if time permits, but are not obligated to delay a justified termination beyond the cure period.

6.3 Termination for Change in Law or Regulatory Issues: In addition to termination for cause, either Party may terminate this Agreement upon written notice (with at least 60 days' notice, if feasible) if a **change in applicable law or regulation** or a government order makes the continuation of this Agreement impracticable, illegal, or would materially increase the cost of performing the Agreement without a mutually agreeable amendment. This right is further described in Section 10 (Regulatory Changes). In such a case, the Parties shall attempt to negotiate adjustments first. If termination is ultimately necessary under this Section 6.3, it shall be considered a no-fault termination. The City will remit PPTX for any services rendered up to the termination date from collected funds, and each Party will bear its own costs of termination.

6.4 Effect of Termination: Upon any termination or expiration of this Agreement, the Parties shall take the following actions for an orderly wind-down:

- **Cessation of Services:** PPTX will cease providing Telehealth Services to Participating Households as of the effective date of termination/expiration (the "Termination Date"), unless otherwise agreed for a brief extension to ensure a smooth transition. PPTX will ensure that any person contacting the service after the Termination Date is informed that the program is no longer active. If appropriate, PPTX may advise patients to seek alternative care (e.g., refer them to their primary care physician or urgent care) since the Telehealth Services under the City program have ceased. The City agrees to promptly inform residents (through a notice on its website, a message on the final utility bill with the Contribution charge, or other reasonable means) that the Telehealth Services program is ending or has ended as of the Termination Date.
- **Final Billing and Payments:** The City shall remove the Contribution fee from all future utility bills after the Termination Date. The City will still collect any Contributions that were billed for periods prior to the Termination Date (for example, if the program ends on March 31 but the March bills were already issued with the telehealth charge, the City will collect those and include them in the final remittance to PPTX). The City shall remit to PPTX any remaining amounts due for services provided through the Termination Date. PPTX shall submit a final invoice or reconciliation statement within 30 days after termination, and the City shall remit that (subject to reconciliation of any last adjustments) in accordance with Section 5.3. The City will still be responsible to remit any late-arriving payments from residents for pre-termination service periods, or otherwise account to PPTX for all Contributions collected up to the Termination Date. Conversely, if the City collected Contributions for any period beyond the Termination Date (e.g., billing timing quirks), the City will refund those amounts to the participants or, if not feasible, remit them to PPTX only if PPTX actually provided any service during that period (which generally will not be the case if services ceased).
- **Return of Materials and Information:** Each Party shall promptly return or (with permission) destroy any confidential information, proprietary materials, or equipment of the other Party that is in its possession due to the Agreement. For example, PPTX will return or securely destroy any City-provided data lists, and the City will return or destroy any PPTX-provided training materials or marketing collateral that is not publicly available. An exception is made for any information that a Party is required by law to retain (e.g., PPTX's medical records of patient consultations, which by law must be retained for a certain period, and the City's record of this contract for record-keeping purposes). Any retained information remains subject to the confidentiality obligations of this Agreement (and the BAA for any PHI).
- **Transition Assistance:** Upon the City's request, PPTX will provide reasonable cooperation to transition participants to any new program or provider (if one is immediately available) or to simply close out the program. This might include providing

the City with a brief summary of utilization or any lessons learned that could be passed to a successor (nothing containing PHI). If the City desires to start a similar program with a different vendor after termination, PPTX's obligations are limited to cooperation consistent with Section 11.1 (Right to Match and Transition) if applicable.

- **Survival of Terms:** Any provisions of this Agreement which by their nature or expressly are intended to survive termination or expiration (such as indemnification obligations, confidentiality, limitation of liability, and accrued remittance or contribution obligations) shall survive. Specifically, Sections 5.4 (if remittances are late at termination), 5.5, 6.4, 7.4, 8, 9, 11.3, 11.6, 11.8 through 11.12, and all relevant definitions, exhibits, and any other provision that contemplates performance or enforcement after termination, will remain in effect.
- **No Further Liability:** Provided that all amounts due to PPTX have been remitted (including any required termination fee) and both Parties have fulfilled their obligations up to the Termination Date, neither Party shall have any further liability to the other under this Agreement following termination or expiration, except for liabilities that had already accrued or for obligations that survive by the terms of this Agreement. Neither Party shall be liable to the other for damages solely by reason of exercising a lawful termination right as provided in this Agreement.

ARTICLE 7 -- INSURANCE

7.1 Maintenance of Insurance. PPTX shall, at its own expense, maintain during the Term such categories and amounts of insurance as are customarily carried by prudent tele-healthcare providers operating in Texas, including (without limitation) commercial general liability, professional (medical-malpractice) liability, and---if PPTX has employees---statutory workers' compensation. PPTX shall ensure that each medical professional with which it has contracted to provide medical services carries, whether at the expense of PPTX or the medical professional, professional (medical-malpractice) liability insurance.

7.2 Evidence of Coverage Upon Request. No more than once in any twelve-month period, the City may request certificates (or other reasonable proof) showing that the coverages described in § 7.1 are in force on the date of the request. Provision of such proof shall not be construed as the City's approval of the adequacy of coverage.

7.3 Additional-Insured Endorsement (CGL only). If the City's risk manager determines in writing that additional-insured status is necessary on PPTX's commercial general liability policy, PPTX will use commercially reasonable efforts to obtain an endorsement naming the City (and its officers and employees) as additional insureds on a primary and non-contributory basis. No additional-insured endorsement is required on PPTX's professional-liability, cyber-liability, or workers'-compensation policies.

7.4 No Expansion of Liability. The existence, type, or amount of insurance carried by PPTX shall not enlarge or modify the limitations of liability contained in Article 9.

7.5 Notice of Cancellation. PPTX will make commercially reasonable efforts to see that its insurers endeavor to give the City at least 30 days' prior notice (ten days for non-payment of premium) of any cancellation or non-renewal of required coverage.

8. Indemnification

8.1 INDEMNIFICATION BY PPTX: TO THE FULLEST EXTENT PERMITTED BY LAW, PPTX SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, ELECTED OFFICIALS (MAYOR AND COUNCIL), AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "CITY INDEMNITEES") FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ASSERTED AGAINST THE CITY INDEMNITEES THAT ARISE OUT OF OR RESULT FROM: (I) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF PPTX OR ITS OFFICERS, EMPLOYEES, AGENTS, MEDICAL PROFESSIONALS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT (INCLUDING IN THE PROVISION OF TELEHEALTH SERVICES); (II) ANY BREACH OF THIS AGREEMENT BY PPTX, INCLUDING ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS (FOR EXAMPLE, A VIOLATION OF HIPAA OR A CONFIDENTIALITY OBLIGATION BY PPTX RESULTING IN A CLAIM); AND/OR (III) ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT CAUSED BY PPTX'S PROVISION OF SERVICES OR MATERIALS (SUCH AS IF PPTX'S TELEHEALTH PLATFORM SOFTWARE INFRINGES A THIRD PARTY'S IP). THIS INDEMNIFICATION OBLIGATION INCLUDES, BUT IS NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY OR DEATH (INCLUDING MEDICAL MALPRACTICE CLAIMS BY PROGRAM PARTICIPANTS) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY PPTX'S NEGLIGENCE OR WRONGFUL ACTS. HOWEVER, PPTX'S OBLIGATIONS UNDER THIS SECTION 8.1 SHALL NOT APPLY TO THE EXTENT ANY CLAIM OR LIABILITY IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ANY CITY INDEMNITEE. IN ADDITION, WITH RESPECT TO MEDICAL MALPRACTICE OR PERSONAL INJURY CLAIMS BY RESIDENTS, THE PARTIES ACKNOWLEDGE THAT RESIDENTS RECEIVING TELEHEALTH SERVICES ARE NOT THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT (SEE SECTION 11.11) AND THUS ARE NOT ENTITLED TO ENFORCE THIS CONTRACT; THEIR REMEDIES ARE THROUGH MEDICAL MALPRACTICE LAW AGAINST THE PROVIDER. THIS SECTION 8.1 IS FOR THE BENEFIT OF THE CITY AND CITY INDEMNITEES AND NOT ANY OTHER PERSON.

8.2 INDEMNIFICATION BY THE CITY: TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE CITY SHALL INDEMNIFY AND HOLD HARMLESS PPTX AND ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "PPTX INDEMNITEES") FROM AND

AGAINST ANY THIRD-PARTY CLAIMS, DEMANDS, SUITS, OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) THAT ARISE OUT OF OR RESULT FROM: THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CARRYING OUT ITS OBLIGATIONS UNDER THIS AGREEMENT. LIMITATIONS: THE CITY'S OBLIGATIONS UNDER THIS SECTION 8.2 ARE LIMITED BY AND SUBJECT TO TEXAS LAW. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL OR SOVEREIGN IMMUNITY BY ENTERING THIS AGREEMENT, AND NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE THE CITY TO INDEMNIFY BEYOND WHAT IS PERMITTED BY TEXAS LAW OR TO EXPEND FUNDS NOT APPROPRIATED FOR THIS PURPOSE. IN PRACTICE, IF SUCH A CLAIM ARISES, THE CITY (THROUGH ITS CITY ATTORNEY OR DESIGNATED COUNSEL, POSSIBLY PROVIDED BY THE CITY'S INSURER OR RISK POOL) WOULD LIKELY DEFEND THE LEGALITY OF ITS PROGRAM. THE CITY'S INDEMNITY HERE WOULD COVER PPTX'S COSTS AND DAMAGES ARISING FROM BEING NAMED OR INVOLVED IN SUCH A CLAIM, TO THE EXTENT OF THE CITY'S COMPARATIVE FAULT OR RESPONSIBILITY. THE CITY'S INDEMNIFICATION SHALL NOT APPLY TO THE EXTENT A CLAIM ARISES FROM PPTX'S OWN NEGLIGENCE, BREACH, OR MISCONDUCT. ALL INDEMNIFICATION BY THE CITY IS FURTHER CONDITIONAL UPON APPROPRIATION OF FUNDS AND TO THE EXTENT ALLOWED BY LAW; THE CITY WILL ASSERT ALL LAWFUL DEFENSES INCLUDING IMMUNITY AS APPROPRIATE, BUT IN ANY CASE, WILL NOT LEAVE PPTX SOLELY RESPONSIBLE FOR A CLAIM THAT FUNDAMENTALLY CONCERNS CITY POLICIES OR ACTIONS.

No third party shall have the right to assert an indemnity claim under this Agreement, as these indemnification provisions are intended only to allocate risk between the contracting Parties.

Both Parties shall promptly notify each other upon receiving notice of any claim potentially covered by this Section, and shall cooperate in the defense. (Nothing herein shall eliminate or reduce any other legal immunity or defense available to either Party under Texas law, such as liability limits under the Texas Tort Claims Act for governmental functions.)

9. Limitation of Liability

Except for the specific indemnity obligations set forth in Section 8.1 and except in the case of PPTX's willful misconduct or fraud, the Parties agree to limit PPTX's liability to the City under this Agreement as follows:

9.1 Cap on Liability: PPTX's total cumulative liability to the City for any and all claims, losses, or damages arising out of, relating to, or in connection with this Agreement, whether in contract, tort (including negligence or medical malpractice), or any other theory of liability, shall not exceed **\$1,000,000** in the aggregate. This cap on liability includes liability for any City direct damages but not any amounts payable to third parties (for example, under indemnity claims) for which PPTX is responsible, but excludes the following items which are not counted toward the cap: (a) PPTX's liability for its own gross negligence, willful misconduct, or intentional wrongdoing; and (b) any obligations to pay the City amounts due under the Agreement (for

instance, if PPTX owed the City a refund or payment). The cap is intended primarily to align with PPTX's insurance coverage levels and to allocate risk of catastrophic losses.

9.2 No Indirect Damages: In addition, neither PPTX nor the City shall be liable to the other for any **consequential, indirect, special, exemplary, or punitive damages** or for any loss of profits, loss of revenue, or loss of goodwill, arising out of or related to this Agreement, regardless of whether such damages were foreseeable or a Party was advised of the possibility of such damages. This exclusion does not apply to amounts owed to third parties for which a Party is seeking indemnification under Section 8 (e.g., an indemnified third-party claim with consequential damages is treated as direct for the indemnitee) -- it mainly prevents either Party from suing the other for speculative losses like "reputation damage" or lost business opportunities.

9.3 Exceptions: Notwithstanding the above, nothing in this Section 9 shall limit or exclude PPTX's liability for any act or omission deemed by a court of competent jurisdiction to constitute **gross negligence, willful misconduct, fraud, or intentional violation of law**. In addition, to the extent any claims are covered by insurance, the limitations of liability shall not prejudice the City's right to recover under the insurance policies set forth in Section 7.1 up to the policy limits (the intent being that PPTX will carry at least \$1,000,000 in applicable insurance so the cap is effectively backed by insurance coverage). Likewise, nothing in this Section limits the City's ability to seek and obtain equitable remedies (such as injunctive relief) to the extent available at law, although the City cannot use an injunction to circumvent the cap on monetary damages.

9.4 City's Liability: The City's liability to PPTX is limited by the doctrines of sovereign and governmental immunity and by Texas law (see Section 11.12). The City does not waive any defenses or limits on liability provided by law. In no event shall the City be liable for consequential damages to PPTX, and any City obligation to pay damages (as opposed to the contractual payments to PPTX) would be subject to statutory limitations and appropriations. Notwithstanding any provision in this Agreement to the contrary, **City's total cumulative liability** to PPTX for any and all claims, losses, or damages arising out of, relating to, or in connection with this Agreement, whether in contract, tort (including negligence or medical malpractice), or any other theory of liability, shall not exceed **an amount equal to 90 days of contractual remittances less the credits in Section 3** in the aggregate. This cap on liability includes liability for any PPTX direct damages but not any amounts payable to third parties (for example, under indemnity claims) for which the City is responsible, but excludes the following items which are not counted toward the cap: the City's liability for its own willful misconduct or intentional wrongdoing.

The provisions of this Section 9 shall survive the expiration or termination of this Agreement. The Parties acknowledge that this limitation of liability represents a fair allocation of risk and is a fundamental part of this Agreement.

10. Regulatory Changes

In the event that any federal, state, or local law, regulation, ordinance, or court order is enacted, amended, or interpreted after the Effective Date of this Agreement (**a "Regulatory Change"**) which **materially affects** the ability of either Party to perform its obligations under this Agreement, or **materially increases the costs** or burdens of such performance, the affected Party shall promptly notify the other Party in writing of the specific Regulatory Change and its impact on the Agreement. Examples of Regulatory Changes could include: a new state law prohibiting or restricting municipalities from adding fees to utility bills for services like telehealth; a change in healthcare regulations that significantly raises PPTX's cost of providing telehealth (such as a requirement for enhanced technology, new licensing fees, or additional personnel); or a change in tax law that imposes taxes on the Contributions or payments that were not anticipated.

Upon such notice, the Parties shall engage in good faith negotiations to **amend or adjust** the Agreement as necessary to comply with the law or address the increased costs. Possible adjustments include, but are not limited to: modifying the program structure or procedures to comply with the law; adjusting the Contribution rate or payment terms to offset increased costs due to the Regulatory Change; or other changes to fairly re-balance the economic and operational terms in light of the new situation.

If the Parties are **unable to reach agreement within 60 days** of the initial notice of the need for amendment (or sooner if the law requires compliance by an earlier deadline), then either Party shall have the right to terminate this Agreement upon written notice to the other Party. Such termination for Regulatory Change shall be treated as a no-fault termination (neither Party will be deemed in breach, and no termination penalty will apply). However, the City shall remit to PPTX for services rendered to participants up to the termination date from the Contributions collected (or, if the law prohibits further collections, the Parties will negotiate in good faith a fair compensation for services already provided if some collected funds are still in the City's possession).

During the period between the Regulatory Change notice and the amendment or termination (not to exceed the compliance deadline imposed by law), the Parties shall make reasonable interim adjustments to continue the service in compliance with law. For example, if a law banned opt-out fees on utility bills effective in 90 days, the Parties might agree to switch to an opt-in model or pause new charges while negotiating, and if no solution, wind down before the law's effective date.

This Section 10 is intended to ensure that the Agreement can adapt to significant legal changes and to protect both Parties from being forced to violate the law or suffer undue hardship due to unforeseen regulatory developments. It is **not** intended to allow termination or price renegotiation for minor changes or normal fluctuations in business conditions (for instance, a small increase in administrative paperwork would not trigger this, nor would a general economic downturn---there must be a specific change in law or regulation). Both Parties will approach any

such situation with mutual respect and an aim to continue the program if at all possible under revised terms.

11. Additional Covenants and Miscellaneous Provisions

11.1 Audit of Records ("Inspection on Cause"): PPTX shall maintain complete and accurate books, records, and documents relevant to its performance under this Agreement (including records of service delivery and financial records relating to the Contributions and costs) in accordance with generally accepted accounting principles and applicable law. The City (or its authorized representative, such as an auditor or accountant) may request access to and the right to examine these relevant records **if and only if** the City has a reasonable good-faith belief that it needs to verify a specific aspect of PPTX's performance or billing under this Agreement (for example, to investigate a suspected billing discrepancy or a compliance issue). In other words, the City's right to audit is based on **cause**, not free-ranging access.

If the City believes cause exists, it shall provide written notice to PPTX outlining the specific concern or area of inquiry and requesting an audit or inspection of records pertaining to that issue. Any such audit shall: (a) be conducted upon at least ten days' prior notice; (b) occur during PPTX's normal business hours; and (c) be conducted in a manner that does not unreasonably interfere with PPTX's business or operations. The scope of the audit will be limited to records that are material to the City's stated cause for the audit. For example, if the concern is whether all collected Contributions were accounted for, the City may review PPTX's records of invoices and remittances received; if the concern is whether response times meet SLA, the City may review PPTX's internal logs or system reports on response times.

PPTX shall reasonably cooperate with any such audit request, providing the City or its auditor access to the pertinent records and appropriate staff to explain the records as needed. However, PPTX is **not required to expose proprietary or highly confidential information** not relevant to the audit, such as trade secrets, source code of software, or information about PPTX's other clients. The City will have no access to patient medical records (except de-identified aggregate data) to protect patient privacy, and the City cannot demand access to PPTX's systems except for pulling relevant data reports. If the audit requires PPTX to compile data in a certain format, PPTX will do so if reasonable, or the Parties will mutually agree on a method to extract the needed information.

Each Party shall bear its own costs of any audit. If an audit reveals an overpayment by the City (for instance, an error in which the City remitted for non-participating households), PPTX shall refund the overpaid amount or credit it against future invoices. If an audit reveals an underpayment (e.g., some collected Contributions were inadvertently not reported), the City shall include that in the next remittance. If an audit uncovers a material breach by PPTX, the City may exercise its remedies as provided in this Agreement. All information obtained in an audit shall be kept confidential by the City to the extent allowed by law, and used solely for purposes of contract oversight.

11.2 Confidentiality and Public Information: The Parties anticipate that in the course of performance, each may disclose to the other information that is sensitive or proprietary. **PPTX Confidential Information** may include, for example, trade secrets, technical information about PPTX's telehealth platform, business plans, provider lists, training materials, or pricing structure beyond this contract. **City Confidential Information** may include non-public personal data of residents (if any is shared) or internal City plans or reports. Each Party agrees to treat information marked or otherwise clearly identified as confidential as confidential, and to not disclose it to any third party except as necessary for performing this Agreement or as required by law. Each Party will use the same degree of care to protect the other's confidential information as it uses to protect its own confidential information of similar importance, but at a minimum shall use reasonable care.

The Parties acknowledge that the City, as a governmental entity, is subject to the **Texas Public Information Act** (TPIA), which may require disclosure of certain documents or records upon request by the public. If a TPIA request is made for information that involves PPTX's confidential or proprietary information, the City will promptly notify PPTX (to the extent allowed by law) and give PPTX an opportunity to assert exceptions to disclosure with the Texas Attorney General's Office as provided under the TPIA. PPTX must act promptly to provide legal justification for withholding the information (e.g., claiming it is a trade secret or confidential commercial information under Tex. Gov't Code §552.110 or other applicable exceptions). The City will reasonably cooperate with PPTX, at PPTX's expense, in seeking to protect such information, but the City will make the final decision on disclosure as required by law and any Attorney General opinions. Any information that is purely medical records of patients will be withheld under TPIA exceptions for medical privacy and under HIPAA, as applicable.

In addition, the Parties agree to comply with all applicable privacy laws. PPTX, as a healthcare provider, is a covered entity or a business associate under HIPAA. The City might be considered a sponsor or facilitator of the program and may be a **Business Associate** if it comes into contact with PHI. To address this, the Parties have included **Exhibit B**, a Business Associate Agreement (BAA) or placeholder for a BAA, which shall govern the use and protection of Protected Health Information. In case of any conflict between the BAA and this section regarding PHI, the BAA provisions shall control.

The confidentiality obligations in this Section 11.2 shall survive the termination of the Agreement for a period of at least **three years**, or indefinitely in the case of trade secrets for as long as they remain trade secrets under applicable law. Information that was previously known to a Party without obligation of confidentiality, independently developed, lawfully obtained from a third party, or that becomes public through no breach of this Agreement is not considered confidential. Furthermore, either Party may disclose the terms of this Agreement as needed to enforce its rights or as required by law or legal process (e.g., court order), but if so required, shall seek protective orders or confidential treatment to the extent available.

11.3 Independent Contractor: PPTX's relationship to the City in the performance of this Agreement is that of an **independent contractor**. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between PPTX and the City. Neither Party has

the authority to bind the other to any contract or agreement or to incur any obligation or liability on behalf of the other Party, except as expressly provided in this Agreement. PPTX shall be solely responsible for the acts and omissions of its physicians, employees, contractors, and agents. All persons furnished by PPTX to perform work under this Agreement (including the telehealth doctors and staff) are **employees or subcontractors of PPTX**, and not of the City. PPTX is responsible for all compensation, benefits, and taxes (including withholding, social security, workers' compensation, and unemployment insurance) for its employees and subcontractors. PPTX shall ensure that all personnel performing services are properly trained and supervised. The City's interest is solely in the results of the services, i.e., that Telehealth Services are provided to residents as described; the manner and means of performing under this Agreement are under the control of PPTX, subject to the terms and standards herein. Should any regulatory body or court deem any personnel of PPTX to be an agent or employee of the City, PPTX shall indemnify and hold harmless the City from and against any claims, liabilities, or expenses incurred by the City as a result of any employment relationship (this is in addition to, not instead of, other indemnities).

11.4 Assignment and Subcontracting: Neither Party may assign or transfer this Agreement (or any of its rights or obligations hereunder) to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing: (a) PPTX may assign this Agreement, upon written notice to the City, in the event of a merger, acquisition, or sale of substantially all of PPTX's assets or membership interests to another entity, provided that the successor entity is capable of performing PPTX's obligations and agrees in writing to be bound by the terms of this Agreement (such consent by the City shall not be unreasonably withheld in such scenario); and (b) PPTX may freely engage subcontractors or independent contractors (such as a physician network or telehealth platform provider) to assist in delivering the services, **provided** that PPTX remains fully responsible for the performance of this Agreement and the compliance of any subcontractor with all applicable terms (including insurance and confidentiality obligations, etc.). PPTX shall notify the City of any major subcontractor performing key portions of the services (for transparency, e.g., if PPTX uses a third-party telehealth physician group to handle overnight calls). The City may require such subcontractors to sign a joinder agreeing to relevant contract provisions (like HIPAA BAA, if not covered by Exhibit B).

The City may assign its rights and obligations hereunder to a successor governmental entity in the event of a reorganization or consolidation of the City or its utility services, or to another agency or public instrumentality that takes over the program, upon notice to PPTX. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns. There are no third-party beneficiaries to this Agreement, except as expressly provided (e.g., indemnitees).

11.5 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the **laws of the State of Texas**, without regard to its conflict of laws principles. The Parties agree that this Agreement is performable in Dallas County, Texas. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a state

court of competent jurisdiction located in Dallas County, Texas (or, if federal jurisdiction is applicable, the United States District Court for the Northern District of Texas, Dallas Division). Each Party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on forum non conveniens or any claim that such forum is improper. The Parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, which shall not apply to this Agreement.

11.6 Notices: All notices, demands, invoices, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given: (a) when personally delivered; (b) on the date delivered by a reputable overnight courier service (e.g., FedEx, UPS) with tracking to the intended recipient's address; or (c) on the third Business Day after (a "Business Day" is any day that is not a Saturday, Sunday or day on which banks in Texas are closed for business) being sent by United States certified mail, return receipt requested, postage prepaid. Notices shall be sent to the following addresses (or such other address as a Party may designate by written notice to the other):

- ****If to the City:**

Judson Rex, City Manager

City of Garland

200 N. Fifth Street

Garland, TX 75040

With a copy to: City Attorney's Office, at the same address.

- ****If to PPTX:**

**** [Name or Title]** Dirk Perritt

Pathways Physicians Texas, PLLC

[Street Address] 5956 Sherry Ln, 20th Floor

Dallas, TX **[ZIP]** 75225

Email: [optional, for courtesy copies or routine communications] dperritt@mdhealthpathways.com

Either Party may change its notice address by giving notice of the new address in the manner set forth above. Routine operational communications (e.g., day-to-day emails, reports) may be sent via email or other means, but any formal notice of breach, termination, or legal dispute must be delivered in one of the manners described in this Section 11.7 to be effective.

11.7 Entire Agreement: This Agreement, including all Exhibits attached hereto and any documents incorporated by reference, constitutes the **entire agreement** between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations, and proposals, whether written or oral, relating to the same subject. The Parties acknowledge that they have not relied on any statement, promise, or representation not expressly contained in this Agreement. Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both the City and PPTX. **No verbal modifications** will be recognized. In the event of any conflict between the terms of the main body of this Agreement and any exhibit or attachment, the main body of this Agreement shall prevail unless the exhibit expressly states an intent to override the main body on a specific issue (e.g., the BAA with respect to PHI privacy obligations).

11.8 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be deemed modified to the minimum extent necessary to make it enforceable (if possible) or, if modification is not possible, it shall be severed from this Agreement. In any event, the remaining provisions of this Agreement shall continue in full force and effect. The Parties will endeavor in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that, as closely as possible, achieves the original intent and economic effect of the invalid provision.

11.9 Waiver: The failure of either Party to enforce any right or remedy provided by this Agreement or by law, or to insist upon strict performance of any term or condition of this Agreement, shall not constitute a waiver of that term, condition, right, or remedy. No waiver shall be effective unless it is in writing and signed by the Party granting the waiver. One waiver shall not be interpreted as a continuing or future waiver of the same or a different provision. Any single or partial exercise of a right or remedy shall not preclude further exercise of that or any other right or remedy.

11.10 No Third-Party Beneficiaries: This Agreement is for the exclusive benefit of the City and PPTX, and not for the benefit of any third party (including, but not limited to, any resident or Household, or any subcontractor of PPTX). No third party shall have any rights under this Agreement, except as expressly provided (for example, the indemnified parties under Section 8 are intended beneficiaries of the indemnity promise to the extent of their indemnification rights). While the Telehealth Services obviously benefit participating residents, those residents do not become third-party beneficiaries with direct rights to enforce this contract; any issues or claims they have (medical malpractice, etc.) are outside the scope of this Agreement and shall be handled between the patient and provider under applicable law. The Parties may amend or terminate this Agreement without the consent of any third party.

11.11 Governmental Immunity: Nothing in this Agreement shall be deemed a waiver of the City's **governmental immunity or sovereign immunity** or any legal limitations on the City's liability, except to the extent specifically agreed (such as the indemnity to the extent permitted by law in Section 8.2). This Agreement shall not be construed to create any claim or cause of action against the City that is not recognized under Texas law. All privileges and immunities from liability, defenses, or laws limiting the City's liability (including Texas Tort Claims Act

limitations) are fully retained by the City. Likewise, nothing herein waives any immunities or defenses of PPTX under applicable law (though PPTX generally does not have sovereign immunity, it may have statutory protections under Good Samaritan laws or telemedicine statutes, etc., which are not waived).

11.12 Counterparts and Electronic Signatures: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that a signed copy of this Agreement transmitted by facsimile, email (as a scanned PDF), or other electronic means shall be as valid and binding as an original, and either Party may use such a copy as evidence of the execution and delivery of this Agreement. The Parties further consent to the use of electronic signatures, as governed by the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code Chapter 322), to the extent that each Party's laws and policies allow. If requested, the Parties will exchange original signed copies of the Agreement as well.

11.13 Force Majeure

(a) **Definition. "Force Majeure Event"** means any event or circumstance beyond the reasonable control of the affected Party that, despite the exercise of commercially reasonable diligence, prevents or materially delays that Party's performance of its obligations under this Agreement. Force Majeure Events include, without limitation, tornadoes, hurricanes, floods, fires and other natural disasters; war, terrorism or civil unrest; acts of governmental authority (including mandatory shutdowns or embargoes); widespread power-grid, telecommunications or Internet failure; labor strikes not directed solely at the affected Party; and externally caused cyber-attacks or ransomware incidents that render systems inoperable.

(b) **Notice and Suspension.** The Party whose performance is affected shall give the other Party written notice as soon as practicable, and in any event within five business days, after becoming aware of the Force Majeure Event. Upon such notice the affected obligations are suspended for the duration of the Force Majeure Event, and any deadlines are extended for a period equal to the time lost because of the event.

(c) **Mitigation.** Each Party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to resume full performance as soon as feasible.

(d) **Extended Force Majeure --- Right to Terminate.** If a Force Majeure Event continues for 45 consecutive days and still materially prevents either Party's performance, either Party may terminate this Agreement without further liability---except for payment of Contributions for Telehealth Services actually rendered and for amounts that accrued before the Force Majeure Event---by providing ten days' written notice to the other Party.

(e) **Exclusions.** A Force Majeure Event does **not** excuse:

(i) the City's obligation to remit Contributions already collected for services performed before the event; or

(ii) either Party's confidentiality, data-security, or indemnification obligations that can still be performed without material impairment.

(f) **Relationship to Other Remedies.** Termination under this Section 11.14 is a **no-fault termination**; and neither Party will otherwise be liable for damages arising solely from its inability to perform during the Force Majeure Event.

11.14 Dispute-Resolution Ladder (Negotiation → Mediation → Litigation)

(a) **Step 1 -- Notice of Dispute.** A Party asserting that a dispute, claim, or controversy ("**Dispute**") has arisen under this Agreement shall deliver written notice describing the nature of the Dispute in reasonable detail.

(b) **Step 2 -- Project-Level Conference (10 days).** Within ten days after the notice is received, the Parties' day-to-day contract liaisons (or other designated representatives) shall meet by phone or in person and attempt in good faith to resolve the Dispute.

(c) **Step 3 -- Senior-Executive Meeting (30 days).** If the Dispute is not resolved at the project level, either Party may escalate it by written notice to a senior executive with authority to settle the matter. Within 15 days after such escalation notice, the executives shall confer (in person or by videoconference) and endeavor to reach a mutually acceptable resolution. This executive-level negotiation period shall continue for 30 days unless the executives agree to extend it.

(d) **Step 4 -- Non-binding Mediation (Dallas County).** If the Dispute remains unresolved 30 days after executive escalation, the Parties shall submit the matter to non-binding mediation administered by a mediator mutually agreed upon, to be held in Dallas County, Texas. Each Party shall bear its own costs and share the mediator's fee equally. The mediation shall be completed within 45 days after a demand for mediation is filed, unless the Parties agree otherwise.

(e) **Condition Precedent to Litigation.** Except in the case of carve-outs pursuant to Section 11.14(f), no Party may commence litigation or other formal adjudicatory proceedings unless it has first completed Steps 1-4 above. A court of competent jurisdiction may stay any action filed in breach of this subsection until the Parties complete the required steps.

(f) **Carve-Outs.** Nothing in this section prevents either Party from seeking (i) a temporary restraining order, preliminary injunction, or other provisional relief to protect confidentiality, intellectual-property rights, or data security, or (ii) collection of undisputed monetary amounts, pending completion of the dispute-resolution steps.

(g) **Effect on Limitations Periods.** All applicable statutes of limitation shall be tolled from the date a Dispute notice is delivered under subsection (a) until the earlier of (i) completion of the mediation described in subsection (d) or (ii) written agreement of the Parties that the Dispute has been resolved.

(h) **Survival.** This § 11.14 survives any termination or expiration of the Agreement and applies to any Dispute arising out of or related to this Agreement.

11.15 Incorporation of Recitals

The Parties acknowledge that the Recitals above are true and correct and material to this Agreement. The Recitals are hereby incorporated into this Agreement as if set out fully herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

City of Garland, Texas

By: Judson J. Rex

Name: Judson Rex

Title: City Manager

Date: 09/17/2025

Pathways Physicians Texas, PLLC

By: Dirk Perritt
Dirk Perritt (Sep 16, 2025 22:59:05 CDT)

Name: [Name] Dirk Perritt

Title: [Title] CEO

Date: 09/16/2025

Exhibit A -- Service Level Agreement (SLA) & Key Performance Indicators

Overview: This Exhibit outlines the performance standards and metrics PPTX agrees to meet in providing Telehealth Services, as well as reporting and monitoring mechanisms. These metrics are intended to ensure a high-quality experience for residents and accountability for service delivery. PPTX's performance will be reviewed against these standards regularly by the City.

1. Service Availability & Responsiveness

- **Availability:** Telehealth Services shall be available to Participating Households 8 A.M. to 10 P.M. CST/CDT, 7 days a week, 365 days a year (except in the case of force majeure events as defined in the Agreement or scheduled maintenance as noted below). Residents must be able to request a consultation at any time.
- **Measurement & Reporting:** PPTX will track each request and response time in its system. The Monthly Reports to the City will include the total number of service requests and response times. It will also highlight any outliers (e.g., calls that waited longer than 15 min.) and provide explanations if available (e.g., unusually high call volume hour, technical issue encountered).
- **Escalation Procedure:** If a request is not responded to within 15 minutes, PPTX will have an internal escalation procedure to ensure the request is addressed promptly. For example, if a doctor has not picked up the case within 15 minutes, the system may alert a supervisor or send the request to an on-call backup provider. PPTX will keep records of any escalations and their resolution times.
- **Downtime:** PPTX will use commercially reasonable efforts to maintain continuous service availability. Any scheduled maintenance that would make services unavailable (or significantly impaired) for more than 15 minutes shall be communicated to the City at least 48 hours in advance and, whenever possible, scheduled during very low usage periods (e.g., 3:00 AM on a Sunday). Unscheduled outages or system failures shall be reported to the City within 24 hours with an explanation of cause and corrective action. PPTX's Monthly Report will note any downtime incidents and their duration.

2. Quality of Service & Clinical Effectiveness

- **Licensure and Credentials:** 100% of providers delivering services must be properly licensed in Texas and in good standing. PPTX will verify credentials upon onboarding any provider and regularly check for any disciplinary actions. Upon request, PPTX will confirm to the City that all providers meet this requirement (without disclosing personal

data, just a certification of compliance).

- **Clinical Protocols:** PPTX will adhere to evidence-based clinical guidelines for telehealth where applicable. While it's hard to measure clinical accuracy in an SLA, PPTX agrees to conduct periodic peer reviews of a sample of telehealth consultations for quality assurance. If the City requests general results of such QA reviews, PPTX can share aggregated findings (e.g., "10 charts were reviewed this quarter with no significant deviations found").
- **Patient Satisfaction:** PPTX will strive to achieve high patient satisfaction with the telehealth service. PPTX will provide a mechanism (such as a follow-up text or email survey) for participants to rate their experience or provide feedback after consultations. Further, PPTX shall develop and maintain an online portal and/or phone line for patients to opt into and monitor the Program throughout its duration. **Target:** Achieve an average satisfaction rating of at least 4 out of 5 (or equivalent positive metric) and address any serious complaints. PPTX will summarize patient feedback in the Annual Report, including any trends or improvements made in response to feedback. (The City and PPTX may mutually agree on specific survey questions and process.)
- **Follow-Up and Continuity:** If a participant requires follow-up, PPTX will provide clear instructions or schedule a follow-up telehealth check-in as appropriate. The goal is to ensure participants feel their issue was addressed or properly handed off. While difficult to metricize, PPTX will include any notable follow-up efforts in its reports (e.g., "5 patients were advised to get lab tests and we followed up with them two days later to discuss results").

3. Reporting & Accountability

- **Monthly Performance Reports:** As noted, PPTX will deliver a monthly report including at least: number of consultations, response time metrics (average, 95th percentile, % within 10 min), participation numbers (if known to PPTX), any downtime incidents, summary of resident feedback or complaints and resolutions, and any other City-requested metrics (if feasible).
- **Annual Review Meeting:** At least once per year (for example, around the program anniversary or in coordination with an annual report), PPTX and City representatives shall have the opportunity to meet (in person or via conference) to review the program's performance, discuss any issues, and plan for any improvements or changes for the next year. This will include reviewing whether the SLA targets are being met and if any adjustments to resources are needed.
- **Continuous Improvement:** If the City's utilization is lower or higher than expected, or if participants express certain needs (e.g., many asking for a certain type of service),

PPTX will consider adjustments to better serve the community. Likewise, if response times or satisfaction fall short, PPTX will propose corrective actions (such as adding more on-call providers during peak times, or enhancing patient education materials) to work collaboratively with the City, but these measures underscore the importance of meeting the SLA.

- **Billing Accuracy:** Although not a "service level" per se, PPTX is expected to accurately invoice only for Participating Households as reported by the City. Any discrepancies found (billing for someone who opted out, etc.) will be corrected in the next cycle. The City will similarly ensure its reports to PPTX are accurate to avoid under/over payments.

(End of Exhibit A)

Exhibit B -- Business Associate Agreement (HIPAA Terms)

[Note: This Exhibit will be a formal Business Associate Agreement ("BAA") between the City (if the City is a covered entity or acting on behalf of one) and PPTX, to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) and applicable state privacy laws. The full text of the BAA is not included here, but its key provisions will include:

- **Permitted Uses and Disclosures:** Defining how PPTX (as a Business Associate) may use or disclose Protected Health Information (PHI) received from or on behalf of the City (the Covered Entity) -- generally limited to performing the Telehealth Services and as otherwise required by law.
- **Safeguards:** PPTX must implement appropriate administrative, physical, and technical safeguards to protect the privacy and security of PHI, including compliance with the HIPAA Security Rule for electronic PHI.
- **Breach Notification:** PPTX must report to the City any use or disclosure of PHI not provided for by the Agreement (including any "Breach" of Unsecured PHI as defined by HIPAA) without unreasonable delay and in no case later than a specified number of days upon discovery. Such notification will include information about the breach as required by 45 C.F.R. 164.410.
- **Subcontractors:** PPTX must ensure that any subcontractors that create, receive, or transmit PHI on behalf of PPTX agree in writing to the same restrictions and conditions that apply to PPTX under the BAA.
- **Access and Amendment:** To the extent PPTX has PHI in a Designated Record Set, it will provide access to PHI to the City or the individual, and incorporate amendments to PHI, as required by 45 C.F.R. §§ 164.524 and 164.526. (In the telehealth program context, PPTX might maintain its own medical records, so it will handle patient rights directly as a provider; the BAA ensures coordination if needed.)
- **Accounting of Disclosures:** PPTX will document disclosures of PHI and provide an accounting to the City or the individual upon request, as required by 45 C.F.R. §164.528 (for example, disclosures for public health or law enforcement, but typically telehealth will have minimal such disclosures).
- **Right to Audit and Inspection:** The City (or Covered Entity) can terminate the BAA if PPTX violates a material term. Also, PPTX agrees to make its internal practices and records relating to PHI available to the U.S. Department of Health and Human Services

(HHS) for compliance checks.

- **Return/Destruction of PHI:** Upon termination of the BAA, PPTX will return or destroy all PHI received from the City, if feasible, or extend protections if destruction is infeasible. (Note: PPTX as a provider may have independent obligations to maintain patient records, so this will be addressed accordingly -- likely PHI will be retained by PPTX under continued protections rather than returned to the City).
- **Miscellaneous:** Definitions aligning with HIPAA (Privacy Rule, Security Rule, Breach, Unsecured PHI, etc.), no third-party beneficiaries (other than HHS rights), and that in case of any conflict between the BAA and the main Agreement, the BAA governs with respect to PHI privacy/security.

The Parties will execute a separate BAA document incorporating these terms. Once executed, that BAA will be attached hereto as Exhibit B and is hereby incorporated by reference. Until then, this placeholder summary indicates the Parties' commitment to enter a BAA as required by law.]

(End of Exhibit B placeholder)

Exhibit C -- Form of Utility Bill Addendum (Resident Notice)

(The following is a sample of the notice that will be provided to City of Garland utility customers regarding the telehealth program. This text may be adapted for format, but the core information will be conveyed as below.)

City of Garland -- New Telehealth Services Program

Access a Medical Provider Anywhere -- For Just \$6 a Month!

The City of Garland is excited to offer a new **Telehealth Services Program** for our residents, in partnership with Pathways Physicians Texas (PPTX). This optional program gives your household **access to medical professionals by phone or video** for common health concerns.

How the Program Works:

Beginning [Program Launch Date], a \$6.00 charge will appear on your monthly City utility bill labeled "Telehealth Services Program." This covers **unlimited** telehealth consultations for you and members of your household with board-certified doctors through our partner, PPTX. You can call, text, or video chat with a doctor **from 8:00 a.m. to 10:00 p.m., 365 days a year**. As a founding partner in this program, Garland residents will receive special pricing: \$6 per month for the first two years, \$7 for year three, \$8 for year four, and \$9 for year five.

There are **no copays, no per-call charges, and no insurance required**. The program is funded by the community for the community. Doctors can provide medical advice, diagnose many common conditions, and even prescribe medications if needed (sent to your local pharmacy). All from the comfort of your home!

What's Included:

- **Unlimited Telehealth Visits:** Connect with a doctor via phone or video as often as you need for everyday illnesses like flu, sinus infections, rashes, upset stomach, and more.
- **Quick Response:** Experienced medical providers are standing by. **95% of calls are answered within just a few minutes** or less, often much sooner. Getting the kids ready for bed? Early morning? Weekends? You'll still reach a doctor quickly.
- **No Additional Fees:** You pay only the monthly program fee. There is no charge at the time of service. Talk to the doctor as long as needed -- one flat rate covers it all.
- **Household Coverage:** The telehealth program covers everyone in your household (all family members living at your address up to 10 individuals). One fee per household, not per person. So, your spouse and children (or other household members) can all use the

service.

Opt-Out Option -- You're In Control:

Participation is **voluntary**. We hope you'll find this service valuable, but if you **do not wish to participate**, you may opt out at any time. To opt out, simply do one of the following:

- Call us at **[City Utility Department Phone Number]** and say you want to opt out of the telehealth program.
- Visit **[City's Telehealth Program Webpage URL]** and submit the opt-out form online.
- Or visit the Garland Utility Customer Service office in person.

If you opt out, the telehealth charge will be removed from your bill and your household will **not** have access to the telehealth services. There is no penalty to opt out. If you opt out before **[Program Launch Date]** (or within the first 30 days of being charged), we will ensure you are not billed or receive a full credit if already billed. **Important:** If you simply do not pay the \$6.00 on your bill, we will treat that as choosing to opt out, and you won't be billed further (and won't be able to use the service). It's best to contact us to formally opt out to avoid any confusion.

If you opt out now but change your mind later, you can opt back in during an open re-enrollment period (to be announced) or by contacting us to re-subscribe; the fee would then resume on your bill.

Privacy and How to Use the Service:

Using the telehealth service is easy and private. Here's what to do when you need to speak with a doctor:

1. **Text [Telehealth Text Number]** -- Identify yourself as a Garland resident in the program and provide your utility account number or enrollment info for verification. (Your information is confidential and only used to verify you're enrolled.)
2. **Consult with a Doctor:** A licensed Texas physician will promptly speak with you by phone or video. They will ask about your symptoms, medical history, and provide guidance. Everything you discuss is **protected by doctor-patient confidentiality and HIPAA** -- the City does **not** receive details of your medical consult.
3. **Get Treatment:** If it's something that can be handled via telehealth, the doctor will advise a treatment plan. If a prescription is needed, they can send it to your chosen pharmacy. If the issue is more serious and cannot be resolved remotely, the doctor will direct you to in-person care (like an urgent care or ER) and can provide a summary of

the concern for you to share with that provider.

4. **Follow-Up:** If you have questions after your consult or if symptoms change, you can call back -- remember, unlimited access. You may even get a follow-up message from the telehealth team to check on you.

The City does NOT have access to your personal health information. The only information the City receives is aggregated usage statistics (e.g., how many calls this month) to evaluate program success. Individual medical details are strictly between you, the doctors, and PPTX, protected under HIPAA. If you have a medical emergency, do **not** wait for a telehealth call---dial 9-1-1 immediately.

Why Telehealth?

This program is designed to improve healthcare access for Garland residents. Whether you have insurance or not, whether it's a weekend or holiday, you shouldn't have to make expensive ER trips for minor issues or wait days for an appointment. Telehealth is a convenient first stop for many common ailments and health questions. It's not meant to replace your primary doctor for regular checkups, but it can fill gaps and provide peace of mind anytime you're sick or concerned.

Questions?

- For questions about the telehealth service or what it can be used for, call **[PPTX Customer Support Number]** or visit **[PPTX Program FAQ link]**. They can explain how it works in detail.
- For questions about the billing or opt-out process, contact the City's Utility Customer Service at **[Utility Dept Number]** or email **[Utility Dept Email]**.
- To learn more, visit **[City's webpage for Telehealth Program]**, which includes FAQs, opt-out instructions, and links to resources.

We encourage you to give this program a try. For just \$6 a month, your household gains access to medical advice and care. Many issues can be resolved quickly over the phone -- saving you time and money. This is part of the City's commitment to community well-being and innovation in service delivery.

Thank you for being a valued resident of Garland. Here's to your health!

(End of Exhibit C notice)

Exhibit D -- City Marketing Commitments

To support and grow the telehealth program, the City agrees to undertake the following outreach and marketing efforts (at its own expense) in collaboration with PPTX:

1. **Quarterly Mailers / Bill Inserts:** At least once each quarter, the City will include a dedicated notice or informational flyer about the telehealth program in its utility billing mail-outs (or send a standalone mailer). These will highlight the program's benefits, remind residents of the service availability, and provide instructions on how to access care or opt out. Content for these mailers will be prepared jointly by the City and PPTX (with PPTX providing any necessary artwork or success stories), and the City will ensure they are mailed to all residential households.
2. **Social Media Promotion:** The City will promote the telehealth program on its official social media accounts. **At minimum, two posts per quarter** will be made on platforms such as Facebook and Twitter (or other platforms the City commonly uses) to raise awareness of the service. Posts may include general reminders about the program, tips for using telehealth (e.g., during flu season), or success anecdotes (subject to privacy considerations). PPTX can supply sample post text or graphics, but the City will tailor and publish them.
3. **New Resident Welcome Packets:** The City will include information about the telehealth program in materials provided to new residents or new utility account holders. This may be a brochure, a one-page insert, or a section in a digital welcome packet. The information will explain that the City offers this telehealth service, note the monthly Contribution (with opt-out rights), and instruct how to use the service. By ensuring every new resident learns of the program upon moving in, the City helps maintain or increase participation rates over time.
4. **Community Events and Health Fairs:** The City will facilitate PPTX's participation in local community health-related events. Specifically, the City commits to providing PPTX the opportunity to host a booth or table at **least one City-sponsored health fair or community wellness event per year** to promote the telehealth program directly to residents. Additionally, the City will invite or allow PPTX to participate in other relevant events (for example, neighborhood block parties, senior center events, etc., where appropriate). The City will also permit distribution of telehealth program literature at City facilities (such as community centers or libraries) in brochure racks or bulletin boards, subject to any standard City guidelines.
5. **City Website and Media Releases:** The City will maintain an up-to-date page on its official website dedicated to the telehealth program, which will include program details, FAQs, and links or phone numbers for access and opt-out. The City's communications department will also support the program with periodic media outreach: for example, issuing a press release or news blurb at program launch and on notable milestones

(such as "1,000 calls served in first 6 months" or any major enhancements to the program). The City may feature the program in its newsletters or e-news (if such communications exist) at least annually to remind residents of this available benefit. The City's Public Information Office will coordinate with PPTX on any press announcements to ensure accuracy and positive messaging, and will include quotes or participation from PPTX representatives as appropriate.

The City and PPTX will communicate regularly (for instance, via quarterly check-ins) to plan upcoming outreach efforts and share feedback on past initiatives. All marketing materials will adhere to City branding guidelines and be approved by the City prior to distribution, and PPTX will promptly provide any information or logos required by the City to fulfill these commitments. The Parties acknowledge that effective communication is key to the program's sustainability, and these commitments reflect the City's active role in that effort.

(End of Exhibit D)

Master Telehealth Services Agreement - Updated 091625

Final Audit Report

2025-09-17

Created:	2025-09-16
By:	Joel Wilson (jwilson@garlandtx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzKzsyGXXCUsupcbR5ECDKVnrA77Fs3le

"Master Telehealth Services Agreement - Updated 091625" History

-  Document created by Joel Wilson (jwilson@garlandtx.gov)
2025-09-16 - 9:50:01 PM GMT- IP address: 47.187.247.166
-  Document sent to Dirk Perritt (dperritt@mdhealthpathways.com) and bdavis@bdaconsultinggroup.com for signature. One of them to sign
2025-09-16 - 9:51:44 PM GMT
-  Email viewed by Dirk Perritt (dperritt@mdhealthpathways.com)
2025-09-16 - 9:51:50 PM GMT- IP address: 74.125.214.67
-  Email viewed by bdavis@bdaconsultinggroup.com
2025-09-16 - 9:54:59 PM GMT- IP address: 146.75.164.0
-  Signer bdavis@bdaconsultinggroup.com entered name at signing as Dirk Perritt
2025-09-17 - 3:59:03 AM GMT- IP address: 104.62.145.134
-  Document e-signed by Dirk Perritt (bdavis@bdaconsultinggroup.com)
Signature Date: 2025-09-17 - 3:59:05 AM GMT - Time Source: server- IP address: 104.62.145.134
-  Document emailed to Judson Rex (jrex@garlandtx.gov) for signature
2025-09-17 - 3:59:07 AM GMT
-  Email viewed by Judson Rex (jrex@garlandtx.gov)
2025-09-17 - 12:23:26 PM GMT- IP address: 50.84.41.254
-  Document e-signed by Judson Rex (jrex@garlandtx.gov)
Signature Date: 2025-09-17 - 12:24:49 PM GMT - Time Source: server- IP address: 50.84.41.254

✔ Agreement completed.

2025-09-17 - 12:24:49 PM GMT



GARLAND

CITY COUNCIL STAFF REPORT

5

Meeting Date: January 5, 2026

Title: Informational Briefing on DART

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Staff will provide Council with an informational briefing on current issues, constraints, and challenges affecting Dallas Area Rapid Transit

Background

The purpose of this informational briefing is to provide Council with an update on current and emerging issues affecting DART.

Consideration / Recommendation

This item is presented for informational purposes only. No Council action is requested at this time.

Attachments

None



GARLAND

CITY COUNCIL STAFF REPORT

6

Meeting Date: January 5, 2026

Title: Presentation of the 2026 Proposed Capital Improvement Program (CIP)

Submitted by: Allyson Bell Steadman, Chief Financial Officer

Strategic Focus Area: Sound Governance and Finances

Issue / Summary

The City Manager will formally present the 2026 Proposed Capital Improvement Program (CIP) and staff will provide a preview of the 2026 Proposed CIP.

Background

The following is the proposed schedule for the City Council to review, discuss, and approve the 2026 Proposed CIP.

Jan. 5	Mon.	Preview and Presentation of 2026 CIP at Council Work Session
Jan. 6	Tues.	2026 Proposed CIP made publicly available
Jan. 10	Sat.	City Council Special Work Session on the 2026 Proposed CIP at 8:30 A.M.
Jan. 20	Tues.	Continue discussion of the 2026 Proposed CIP at the Council Work Session
Jan. 20	Tues.	Public Hearing on the 2026 Proposed CIP at the Regular Council Meeting
Jan. 27	Tues.	Special Work Session on the 2026 Proposed CIP <i>(If Requested)</i> at 6:00 P.M.
Feb. 2	Mon.	Council deliberations on 2026 Proposed CIP at the Council Work Session
Feb. 3	Tues.	Public Hearing on and scheduled adoption of the 2026 Proposed CIP at the Regular Council Meeting

Consideration / Recommendation

Information only.

Attachments

None



GARLAND

CITY COUNCIL STAFF REPORT

7

Meeting Date: January 5, 2026

Title: Public Safety Committee Report - Fire | EMS Stakeholder Committee Update

Submitted by: Letecia McNatt, Assistant to the City Manager

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Public Safety Committee Report - Fire | EMS Stakeholder Committee Update

Background

Deputy Mayor Pro Tem Ott, Chair of the Public Safety Committee, and Staff, will brief Council on the work and progress to date of the Fire and EMS Stakeholder Committee.

Consideration / Recommendation

None at this time.

Attachments

None



GARLAND

CITY COUNCIL STAFF REPORT

8

Meeting Date: January 5, 2026

Title: Tax Increment Finance (TIF) Chair Appointments

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Council is requested to discuss, conduct interviews, and provide directions regarding the appointments for one year terms, as required by Sec. 311.009 of the Tax Code. Unless otherwise directed by Council, the TIF Chair appointments will take place at the January 6, 2026 Regular Meeting.

Background

In the past, TIF Chairs have been appointed separately and not consistently on an annual basis. However, in accordance with Section 311.009 of the Tax Code, the governing body of the municipality or county that created the zone is required to appoint a chairman each year to serve a one-year term beginning January 1.

To ensure compliance and establish a consistent process, all TIF Chair appointments will now take place at the first City Council Meeting in January each year. This adjustment will streamline the appointment process and align with statutory requirements.

The current chairs are:

- TIF 1: Joseph Schroeder
- TIF 2: Bill Swisher
- TIF 3: Patrick Abell

Consideration / Recommendation

Discussion only. Formal appointments will take place at the January 6, 2026 Regular Meeting.

Attachments

None



GARLAND

CITY COUNCIL STAFF REPORT

9

Meeting Date: January 5, 2026

Title: Mayor Dylan Hedrick

- Amanda Esquivel - All Abilities Committee

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Council is requested to consider this appointment to the All Abilities Committee.

Background

Consideration / Recommendation

Consider approval of Mayor Hedrick's appointment as presented.

Attachments

- A. Amanda Esquivel-Mayor_Redacted

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submission #43793 for All Abilities Committee Application
Date: Sunday, November 16, 2025 1:36:12 PM

All Abilities Committee Application

All Abilities Committee Application

First Name: Amanda

Last Name: Esquivel

Phone (Primary):

Phone (Secondary): *Field not completed.*

Email Address:

Dallas County Voter
Registration Number
(or Date of Birth):

Address:

City: Garland

State: TX

Zip Code: 75043

How long have you
been a resident of
Garland? 10+ years

Have you ever been
convicted of a Class A
Misdemeanor or a
Felony?

No

Please list any
experience that
qualifies you to serve
on this committee.

I've worked in the mental health field for nearly 20 years with clients of all ability levels and have contacts with local organizations that serve the needs of these populations.

If you have previously
served on a City Board
or Commission, please
specify and list dates of

Garland

service.

List civic or community projects with which you have been involved.	Leadership Garland Class 35 and currently on the LG steering committee. I have also been on the board of the Chamber of Commerce for 3 years.
What is your educational background?	Masters degree
Councilmember referred by:	<i>Field not completed.</i>
Council District:	3
Identify by name and address each Garland business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.	I am the Owner of Room for Change, a counseling practice.
Identify by street address or lot and block description all real property located within Garland in which you have sole ownership, joint ownership or corporate ownership. You must also include all real property leased by you or held by you with a right of first refusal.	I own my home at [REDACTED] I lease property at 3256 [REDACTED]

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GARLAND

CITY COUNCIL STAFF REPORT

10

Meeting Date: January 5, 2026

Title: Mayor Pro Tem Margaret Lucht

- Elizabeth Shirley Graham - All Abilities Committee

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Council is requested to consider this appointment to the All Abilities Committee.

Background

Consideration / Recommendation

Consider approval of Mayor Pro Tem Lucht's appointment as presented.

Attachments

- A. Elizabeth Sherley Graham-D5_Redacted

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submission #43623 for All Abilities Committee Application
Date: Wednesday, November 12, 2025 10:42:08 AM

All Abilities Committee Application

All Abilities Committee Application

First Name:	Elizabeth
Last Name:	Sherley Graham
Phone (Primary):	[REDACTED]
Phone (Secondary):	Field not completed.
Email Address:	[REDACTED]
Dallas County Voter Registration Number (or Date of Birth):	[REDACTED]
Address:	[REDACTED]
City:	Garland
State:	Texas
Zip Code:	75041
How long have you been a resident of Garland?	3 years, I was born and raised in Garland and then moved back with my family in 2022
Have you ever been convicted of a Class A Misdemeanor or a Felony?	No
Please list any experience that qualifies you to serve on this committee.	I am the parent of four children with disabilities, including physical, intellectual, and sensorial. I am a special education professional in Dallas ISD. I have a M.Ed. in Special Education and am working on my doctorate in Special Education. I am on the board of a nonprofit that supports families of children with medical needs. I am passionate about inclusive and accessible design and want to help make Garland the best city for people with disabilities.
If you have previously	N/A

served on a City Board or Commission, please specify and list dates of service.

List civic or community projects with which you have been involved.

Field not completed.

What is your educational background?

Master of Education in Special Education, current doctoral student for Ed.D. in Curriculum and Instruction in Special Education

Councilmember referred by:

Field not completed.

Council District:

Field not completed.

Identify by name and address each Garland business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

None

Identify by street address or lot and block description all real property located within Garland in which you have sole ownership, joint ownership or corporate ownership. You must also include all real property leased by you or held by you with a right of first refusal.

Field not completed.

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GARLAND

CITY COUNCIL STAFF REPORT

11

Meeting Date: January 5, 2026

Title: Deputy Mayor Pro Tem Chris Ott

- Heather Miller - All Abilities Committee

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Council is requested to consider this appointment to the All Abilities Committee.

Background

Consideration / Recommendation

Consider approval of Deputy Mayor Pro Tem Ott's appointment as presented.

Attachments

- A. Heather Miller-D8_Redacted

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submission #43720 for All Abilities Committee Application
Date: Thursday, November 13, 2025 10:07:08 PM

All Abilities Committee Application

All Abilities Committee Application

First Name:	Heather
Last Name:	Miller
Phone (Primary):	[REDACTED]
Phone (Secondary):	[REDACTED]
Email Address:	[REDACTED]
Dallas County Voter Registration Number (or Date of Birth):	[REDACTED]
Address:	[REDACTED]
City:	Garland
State:	TX
Zip Code:	75040
How long have you been a resident of Garland?	58 yrs
Have you ever been convicted of a Class A Misdemeanor or a Felony?	No
Please list any experience that qualifies you to serve on this committee.	I have a disabled son. He is 34. He is the best teacher that I have ever had. I have been involved in the disabilities community since he was three months old. I participated in a training program called Parents in Partnership.
If you have previously served on a City Board or Commission, please specify and list dates of	none

service.

List civic or community projects with which you have been involved.	I started the Buddy League, a sports league for children with special needs in 2002. We offer Spring and Fall baseball played at Bradfield Park. We have been doing this for 23 years.
---	--

What is your educational background?	I grew up in Garland. I attended O.Henry, Webb M.S., and I graduated from North Garland. I graduated from Austin College in 1988.
--------------------------------------	---

Councilmember referred by:	Chris Ott
----------------------------	-----------

Council District:	8
-------------------	---

Identify by name and address each Garland business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.	none
--	------

Identify by street address or lot and block description all real property located within Garland in which you have sole ownership, joint ownership or corporate ownership. You must also include all real property leased by you or held by you with a right of first refusal.	
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GARLAND

CITY COUNCIL STAFF REPORT

12

Meeting Date: January 5, 2026

Title: Councilmember Jeff Bass

- Leigh Calmes - All Abilities Committee

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Council is requested to consider this appointment to the All Abilities Committee.

Background

Consideration / Recommendation

Consider approval of Councilmember Bass' appointment as presented.

Attachments

- A. Leigh Calmes-D1_Redacted



GARLAND

TEXAS MADE HERE

Applying for All Abilities Committee

Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

Date: November 5, 2025

Name: Leigh Calmes

Phone: [REDACTED]

(Home)

Address: [REDACTED]

Phone: [REDACTED]

her

City, State, Zip: Garland TX 75040

Email: [REDACTED]

Resident of Garland for 2 years

Resident of Texas for [REDACTED] years

Dallas County Voter Registration Number [REDACTED]

Garland City Council District Number 1

Have you ever been convicted of a felony? Yes X No

Have you ever been convicted of a Class A misdemeanor? Yes X No

Please list any experience that qualifies you to serve in the areas you have indicated.

I have a son with autism, partial seizures and learning disabilities.

I have attended and graduated the TX Partners in Policymaking Academy in 2020-2021

I sat on the TX Partners in Policymaking Advisory Board for 2024-2025 See more on 2nd page

If you have previously served on a City Board or Commission, please specify and list dates of service.

I have not.

List civic or community endeavors with which you have been involved.

Latino Outreach, Christ Fellowship Bible Church, McKinney TX 2009-2010 as part of a board that planned executed a 16th de Septiembre celebration as an outreach to the Latino Community and other civic activities within the Latino Community. See page 2 for further activities with TX Partners in Policymaking.

What is your educational background?

Attended Eastfield Jr. College and East TX State University

Attended Council of Governments Arlington Police Academy in 1983

Attended Texas Partners in Policymaking Academy - September 2020 - April 2021 through TCCD.

What is your occupational experience?

Retired Law Enforcement and Special Investigator for three insurance companies

I hereby affirm that all statements herein are true and correct.

Leigh Calmes

Board or Commission of first, second and third choice:

☐ Animal Services

☐ Board of Adjustment

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Civil Service Commission

☐ Community Multicultural Commission

☐ Garland Cultural Arts Commission

☐ Garland Youth Council **

☐ Library Board

☐ Property Standards Board

☐ Parks and Recreation Board

☐ Plan Commission *

☐ Senior Citizens Advisory Committee

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Utility Account Status

CSO Suit/Claim Filed

Clerk Signature & Date

Current ☐

Current ☐

Yes ☐ No ☐

Past Due ☐

Past Due ☐

Date Appointed

Appointed By

Date Notified

Disclosure Form Filed

Revised 05/2021

Additional Information to "Please list any experience that qualifies you to serve in the area you indicated."

Since graduation from the TX Partners in Policymaking in 2021, I have helped parents with concerns regarding their student receiving FAPE in public schools, as well as, have assisted families with their disabled child who has become justice involved.

I have attended three Judicial Commission on Mental Health and IDD summits, learning about various entities serving people with Mental Health and Individual Developmental Disabilities, as well as, special courts and other judicial issues related to people in the justice system with these disabilities.

I have provided written testimony for and against proposed state legislative laws affecting people with disabilities in Texas. I have also interacted with my local house of representative legislators' staff regarding certain proposed laws and certain areas I would like to see the legislature address regarding people with disabilities.



GARLAND

CITY COUNCIL STAFF REPORT

13

Meeting Date: January 5, 2026

Title: Councilmember Kris Beard

- Jana Veit - All Abilities Committee

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Council is requested to consider this appointment to the All Abilities Committee.

Background

Consideration / Recommendation

Consider approval of Councilmember Beard's appointment as presented.

Attachments

A. Jana Veit-D2_Redacted

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submission #43634 for All Abilities Committee Application
Date: Wednesday, November 12, 2025 11:58:59 AM

All Abilities Committee Application

All Abilities Committee Application

First Name:	Jana
Last Name:	Veit
Phone (Primary):	[REDACTED]
Phone (Secondary):	Field not completed.
Email Address:	[REDACTED]
Dallas County Voter Registration Number (or Date of Birth):	[REDACTED]
Address:	[REDACTED]
City:	Garland
State:	TX
Zip Code:	75040
How long have you been a resident of Garland?	24 years
Have you ever been convicted of a Class A Misdemeanor or a Felony?	No
Please list any experience that qualifies you to serve on this committee.	I have been a special education teacher for 33 years.
If you have previously served on a City Board or Commission, please specify and list dates of	Garland

service.

List civic or community projects with which you have been involved.

Field not completed.

What is your educational background?

Master's Degree in sped

Councilmember referred by:

Kris Beard

Council District:

2

Identify by name and address each Garland business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

Field not completed.

Identify by street address or lot and block description all real property located within Garland in which you have sole ownership, joint ownership or corporate ownership. You must also include all real property leased by you or held by you with a right of first refusal.

Field not completed.

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GARLAND

CITY COUNCIL STAFF REPORT

14

Meeting Date: January 5, 2026

Title: Councilmember Ed Moore

- Tommy Zapata - All Abilities Committee

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Council is requested to consider this appointment to the All Abilities Committee.

Background

Consideration / Recommendation

Consider approval of Councilmember Moore's appointment as presented.

Attachments

- A. Tommy Zapata-D3_Redacted

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submission #43649 for All Abilities Committee Application
Date: Wednesday, November 12, 2025 2:07:20 PM

All Abilities Committee Application

All Abilities Committee Application

First Name: Tommy

Last Name: Zapata

Phone (Primary): [REDACTED]

Phone (Secondary): [REDACTED]

Email Address: [REDACTED]

Dallas County Voter
Registration Number
(or Date of Birth): [REDACTED]

Address: [REDACTED]

City: Garland

State: TX

Zip Code: 75043

How long have you
been a resident of
Garland? 20 Plus Years

Have you ever been
convicted of a Class A
Misdemeanor or a
Felony? No

Please list any
experience that
qualifies you to serve
on this committee.

HOA President – “Who’s Who” Winner- Recognized as the #1 Neighbor & Community Leader for the City of Garland (2024) and honored as a U.S. National Winner (May 2025).

I have 45 years of experience in the hospitality industry, dedicated to working with the public and managing complex event logistics — including coordinating smooth operations for large-scale gatherings such as the Cotton Bowl. I am known for strong leadership, community engagement, and a passion for fostering connection and excellence in every endeavor.

If you have previously served on a City Board or Commission, please specify and list dates of service.	Garland
List civic or community projects with which you have been involved.	Organized now on my 4th year, one of the largest National Night Out(NNO) in the city. City Officials attended like our Councilman Ed Moore, Garland PD Chief, Two Lieutenants, Two NPO Officers, various other officers ,State Representative Retta Bowers and other community leaders and guest. About 135-150 guest attended
What is your educational background?	High School
Councilmember referred by:	Ed Moore
Council District:	District # 3
Identify by name and address each Garland business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.	No Garland Business Entity Interest .
Identify by street address or lot and block description all real property located within Garland in which you have sole ownership, joint ownership or corporate ownership. You must also include all real property leased by you or held by you with a right of first refusal.	Only my home address

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GARLAND

CITY COUNCIL STAFF REPORT

15

Meeting Date: January 5, 2026

Title: Councilmember B.J. Williams

- Jennifer Reeder - All Abilities Committee

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Council is requested to consider this appointment to the All Abilities Committee.

Background

Consideration / Recommendation

Consider approval of Councilmember Williams' appointment as presented.

Attachments

A. Jennifer Reeder-D4_Redacted

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submission #43707 for All Abilities Committee Application
Date: Thursday, November 13, 2025 3:34:40 PM

All Abilities Committee Application

All Abilities Committee Application

First Name:	Jennifer
Last Name:	Reeder
Phone (Primary):	[REDACTED]
Phone (Secondary):	<i>Field not completed.</i>
Email Address:	[REDACTED]
Dallas County Voter Registration Number (or Date of Birth):	Texas
Address:	[REDACTED]
City:	Garland
State:	Texas
Zip Code:	75043
How long have you been a resident of Garland?	20+ years
Have you ever been convicted of a Class A Misdemeanor or a Felony?	No
Please list any experience that qualifies you to serve on this committee.	I served on the city of Garland's Walking Trails committee for 2 years. I have ridden my bicycle around Garland's streets/trails/sidewalks for the last ten years.
If you have previously served on a City Board or Commission, please specify and list dates of	2022-2023 Bike and Trails Committee with the city's parks department

service.

List civic or community projects with which you have been involved.

Field not completed.

What is your educational background?

College

Councilmember referred by:

Billy Williams

Council District:

4

Identify by name and address each Garland business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

None

Identify by street address or lot and block description all real property located within Garland in which you have sole ownership, joint ownership or corporate ownership. You must also include all real property leased by you or held by you with a right of first refusal.

 - my personal residence

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GARLAND

CITY COUNCIL STAFF REPORT

16

Meeting Date: January 5, 2026

Title: Councilmember Carissa Dutton

- Grant Laird Jr. - All Abilities Committee

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Council is requested to consider this appointment to the All Abilities Committee.

Background

Consideration / Recommendation

Consider approval of Councilmember Dutton's appointment as presented.

Attachments

- A. Grant Laird Jr-D6_Redacted

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submission #43759 for All Abilities Committee Application
Date: Friday, November 14, 2025 4:15:12 PM

All Abilities Committee Application

All Abilities Committee Application

First Name: Grant

Last Name: Laird Jr

Phone (Primary):

Phone (Secondary): *Field not completed.*

Email Address:

Dallas County Voter
Registration Number
(or Date of Birth): TX

Address:

City: Garland

State: TX

Zip Code: 75042-4519

How long have you
been a resident of
Garland? 30 years

Have you ever been
convicted of a Class A
Misdemeanor or a
Felony?

No

Please list any
experience that
qualifies you to serve
on this committee.

I've been serviced as president, chairperson, committee, board member and other volunteer positions over years for nonprofit organizations.

If you have previously
served on a City Board
or Commission, please
specify and list dates of

N/A

service.

List civic or community projects with which you have been involved.	Dallas Mayor committee with disabilities, deaf celebration expo, texas association of the deaf, and deaf action center of dallas. I also run my own website called deaf network website for 30 years.
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What is your educational background?	Some college classes at Richland college
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Councilmember referred by:	Carissa Dutton
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Council District:	Garland District 6
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Identify by name and address each Garland business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.	<i>Field not completed.</i>
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Identify by street address or lot and block description all real property located within Garland in which you have sole ownership, joint ownership or corporate ownership. You must also include all real property leased by you or held by you with a right of first refusal.	
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GARLAND

CITY COUNCIL STAFF REPORT

17

Meeting Date: January 5, 2026

Title: Councilmember Joe Thomas Jr.

- Susan Behrens - All Abilities Committee

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Council is requested to consider this appointment to the All Abilities Committee.

Background

Consideration / Recommendation

Consider approval of Councilmember Thomas' appointment as presented.

Attachments

- A. Susan Behrens-D7_Redacted

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submission #43640 for All Abilities Committee Application
Date: Wednesday, November 12, 2025 12:19:07 PM

All Abilities Committee Application

All Abilities Committee Application

First Name:	Susan
Last Name:	Behrens
Phone (Primary):	[REDACTED]
Phone (Secondary):	Field not completed.
Email Address:	[REDACTED]
Dallas County Voter Registration Number (or Date of Birth):	[REDACTED]
Address:	[REDACTED]
City:	Garland
State:	TX
Zip Code:	75044
How long have you been a resident of Garland?	38 years
Have you ever been convicted of a Class A Misdemeanor or a Felony?	No

Please list any experience that qualifies you to serve on this committee.

I would like to be a member of the All Abilities Committee is because I have personal experience with what's it's like to live with different abilities both for myself (severe arthritis in both knees & I walk with a cane) and as a caregiver for my elderly mom for the last few years of her life.
I've been a Garland resident since 1988, and I would appreciate the opportunity to advocate for residents with different abilities.

Previously I served on the board that launched the local Dallas chapter of the National Ovarian Cancer Coalition (NOCC), and I

volunteered for the Dallas SPCA and Operation Kindness for many years.

If you have previously served on a City Board or Commission, please specify and list dates of service.

n/a

List civic or community projects with which you have been involved.

Previously I served on the board that launched the local Dallas chapter of the National Ovarian Cancer Coalition (NOCC), and I volunteered for the Dallas SPCA and Operation Kindness for many years.

What is your educational background?

B.B.A. in Statistics & Computer Information Systems with minor in Economics

Councilmember referred by:

Joe Thomas Jr.

Council District:

7

Identify by name and address each Garland business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

n/a

Identify by street address or lot and block description all real property located within Garland in which you have sole ownership, joint ownership or corporate ownership. You must also include all real property leased by you or held by you with a right of first refusal.

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