Monday, April 23, 2001, the Sabine County Commissioners' Court met in regular session. The following members were present:

Jack Leath	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Gene Nethery	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Leath called the meeting to order at 8:30 a.m. and Commissioner Dickerson led the Court in prayer.

Visitors in Court today include a Government Economics class from West Sabine ISD.

Agenda item #1-General Business

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Commissioner Nethery moved to approve the minutes as written for the April 9<sup>th</sup> regular Court session. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #3-Line Item Transfers

No line item transfers were submitted to the Court.

Agenda item #5-Approve Letter of Participation / EMS Service and Agenda item #12-Agreement Between City of Hemphill and Sabine County EMS

Judge Leath said we have an agreement letter from the City of Hemphill and Sabine County. They have agreed to perform labor at no cost to Sabine County EMS for maintenance of minor repairs to the ambulances owned by Sabine County. The parts will be purchased locally if possible and the County shall reimburse the City the cost for parts within 30 days.

Commissioner Clark moved to approve this agreement. Commissioner Smith seconded. All voted for. Motion carried.

Judge Leath read the resolution from the City of Pineland to Sabine County EMS. The City Counsel of the City of Pineland will support the Sabine County Ambulance operation and will provide assistance to the County wherever practical.

Agenda item #6-Road Name Change

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Commissioner Clark said this road is located beside the VFW building. As long as he can remember, the Cassiday's lived or owned property down this road. They are requesting that it be named Cassiday road.

The Court discussed the fact that the normal procedure is to advertise the road name change request before taking action on it.

Commissioner Clark moved to advertise the road name change for the May 14<sup>th</sup> regular session of Court. Commissioner Dickerson seconded. All voted for. Motion carried. This will give any person interested a chance to voice their opinion.

Agenda item #7-Accept County Maintenance on Clark Drive

This item is deleted.

Agenda item #8-Approve Emergency Management Basic Plan

Judge Leath moved to reaffirm our emergency management plan for Sabine County. Commissioner Dickerson seconded. All voted for. Motion carried.

Agenda item #4-Open Bids – Trust Property

The following bids were received for Pendleton Harbor lots 287 and 288:

1.	Donald P. Driscoll	Lot 287-\$431.75	Lot 288-\$627.25
2.	Bobbie G. Rivers	Lot 287-\$500.00	Lot 288-\$500.00
3.	Harland Vetter	No bid	Lot 288-\$450.00

Commissioner Dickerson moved to accept the bid of \$627.25 from Donald P. Driscoll for lot #288. Commissioner Smith seconded. All voted for. Motion carried.

Commissioner Smith moved to accept the bid of \$500.00 from Bobbie G. Rivers for lot #287. Commissioner Clark seconded. All voted for. Motion carried.

The following bids were received for Pendleton Harbor lots 285 and 286:

 1. Bobbie G. Rivers
 Lot 285-\$500.00
 Lot 286-\$500.00

 Commissioner Nethery moved to accept the bids from Bobbie G. Rivers for

 lots 285 and 286 in the amount of \$500.00 each. Commissioner Clark seconded.

All voted for. Motion carried

See attached copies of all bids.

Agenda item #9-Approve County Maintenance on Willis Cockrell Drive Commissioner Dickerson said this is in his precinct.



Mr. Dock Willis presented a petition to the Court. He said there is only 3 families that live there but the road is used by the mail carrier and other people also. He said this is only about 200 feet of road.

Judge Leath said the road begins at the Brookeland Cemetery and continues for approximately 200 feet.

Commissioner Dickerson moved to accept Willis Cockrell Drive for County maintenance. Commissioner Nethery seconded. All voted for. Motion carried. See attached exhibits.

Agenda item #10-Resolution – Attorney for Water District

Keith Kindle with Turner, Collie & Braden told the Court that a financial application has to be filed with the engineering plan that is due May 1<sup>st</sup>.

Commissioner Nethery moved to approve the Resolution. Commissioner Dickerson seconded. All voted for. Motion carried. See attached exhibit.

Agenda item #11-Discuss Water District with Keith Kindle

This was discussion only. No action taken.

Back to Agenda item #5-

Judge Leath said he failed to get the EMS standard operating procedures approved earlier. He said it is pretty well taken work for word out of the State manual.

Commissioner Nethery moved to approve the EMS standard operating procedures. Commissioner Smith seconded. All voted for. Motion carried.

Agenda item #2-Reports

Commissioner Smith moved to accept the reports from the Tax Office, County Extension Agent, John Toner and the Treasurer. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #13-Pay Accounts and Salaries

Commissioner Nethery moved to pay the accounts and salaries.

Commissioner Clark seconded. All voted for. Motion carried.

Commissioner Nethery moved to adjourn. Commissioner Dickerson seconded. Meeting adjourned.

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COUNTY JUDGE 1 COMMISSIONER PCT. #1  $\mathcal{L}$  \_\_\_\_COMMISSIONER PCT. #2

Doyle Dickenson\_\_\_\_COMMISSIONER PCT. #3

ATTEST: Qanice McDaniel COUNTY CLERK

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GENERAL FUND Lidger au d'A2000           Konne         Norman         N			•		Date: 2/8/01 Tarme: A Date	vice: 29616
GENERAL FUND Leiger as 64,0001           Accom         Vender SA00 Teals:         Silon         Kannel         Annual	\$49.95	\$0.00	\$0.00		Inv: 2954] Toa	
CENERAL FUND         Ledger is of: 47001         Ledger is of: 47001           Accome         Vender: SASO Teals:         Ston         Ston         Ston         Ston           E         SABINE COUNTY REPORTER         Date SI301         Derubate Order:         Ston         Ston </td <td></td> <td></td> <td></td> <td>\$49.95</td> <td></td> <td></td>				\$49.95		
GENERAL FUND Ledger as 642001           Anome         Vroade: 642001           Vender: SAGO Total:         Diversit			Order:	Date: 3/23/01 Purchase	Date: 2/6/01 Terms: A	MISSION SERVICE
GENERAL FUND Lager as d: AX001         Count         Normalia         Discussion         Same         Normalia         Norm					SPEEDY LUBE, TIRE & MUFFLER	or ID: SPLW
GENERAL FUND Lager act-43001         Count         Annual Fund         Count         Annual Fund         End         End<	\$19.50	\$0.00	\$0.00	\$19.50	Vender: SMAU Totals:	
GENERAL FUND           Lidger no 6: 42001         Ansumi         Ansumi Ansumi Paid         Uncet June Check No         Bark         Bait         Bait <thbait< th="">         Bait         Bait<td>\$10.00</td><td>44154</td><td></td><td></td><td></td><td></td></thbait<>	\$10.00	44154				
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GENERAL FUND Ledger as of: 42001           Acomin         Account         Ansunt         <					SMITH'S AUTO SUPPLY	lot ID. SMAL
GENERAL FUND Leiger as of: 4/2001         Leiger as of: 4/2001       Leiger as of: 4/2001         Leiger as of: 4/2001       Count       Account       Annuar Paid       Annuar Pa	\$81.49	\$0.00	\$0.00		Vendor: SCSD Totak:	
GENERAL FUND       Ledger as of: 4/24/01       Ledger as of: 4/24/01       Ledger as of: 4/24/01       Vender: SASO Tetal:     Dissumi     Annum Paid     Annum Paid     Bark     Bark       Vender: SASO Tetal:     90.00     90.00     90.00     90.00     90.00       Ider 1D: SCRE     SABINE COUNTY REPORTER     Inter 3/2401     Terms: A     Due Date: 5/1201     Purchase Order:       Nuess PROJ ILL/01014354-W1     6325.560     Inter 93201     Terms: A     Due Date: 5/17.50     90.00     90.00       dor ID: SCSD     SABINE COUNTY SHERLIFF'S DEPT.     Vender: SCRE Tetals:     \$37.50     90.00     90.00       Vender: SCRE     S12.560     \$30.00     \$0.00     \$0.00     Up       PHYME     Date: 4/6/01     Terms: A     Due Date: 5/1/01     Purchase Order:       AGE     6335.560     \$30.00     \$0.00     \$0.00       PHYME     642.560     \$30.25     \$30.00     \$30.00       PHYME     642.560     \$30.25     \$30.25       PHYME     642.560     \$30.25     \$30.25	\$81.49	<b>\$</b> 0.00	\$0.00			
GENERAL FUND Ledger as of: 4/24/01           Ledger as of: 4/24/01         Ledger as of: 4/24/01           Ledger as of: 4/24/01         Ledger as of: 4/24/01           Vendor: SASO Texts:         \$0.00         \$0.00         \$0.00         Bark					Inv. AAAAAA T.	
GENERAL FUND           Ledger as of: 4/20/01         Ledger as of: 4/20/01           Ledger as of: 4/20/01         Ledger as of: 4/20/01           Vendor: SASO Tochl:         S0.00         S0.00         S0.00         Bank         Ba				\$6.25	6542.560	ONLR MLA:
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GENERAL FUND         Ledger as of: 423001       Ledger as of: 423001         Ledger as of: 423001       Ledger as of: 423001         Idea ID: SCRE       SABINE COUNTY REPORTER       S0.00       \$0.00       \$0.00       \$0.00       \$0.00       \$0.00       \$0.00       \$0.00       \$0.00       Bark       Bark       Bark       Marcunit       Discussion       State Check No       Bark       Bark <t< td=""><td></td><td><b>rd</b></td><td></td><td>\$30.00</td><td>6335.560</td><td></td></t<>		<b>rd</b>		\$30.00	6335.560	
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rescription	Account		Anomi	Discount	Amount Paid Check Date Check No	
- RANSMISSION SERVICE	6451.560		\$49.95		THE AND CHECK DEED CAREER NO	Balance
		Inv: 29616 Totals:	\$49.95	\$0.00	\$0.00	
-nice 29718	Date: 2/13/01 Terms: A		Due Date: 3/30/01 Purchase Order:	e Onder:	3	Ceret.
6 LUBE	6451.560		\$23.95	:	10	
		Inv: 29718 Totals:	\$23.95	\$0.00	\$0.00	¢77 D.F
"volee: 29720	Date: 2/14/01 Terms: A		Due Date: 3/31/01 Purchase Order:	e Order:		
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		Inv: 29720 Tetals:	\$50.00	\$0.00	\$0.00	
vice. 29769	Date: 2/15/01 Terms: A	Due Date: 4/1/01	4/1/01 Parrheen Ordan	Order	Ţ	400.00
& LUBE	6451.560		5		Ī	
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		Inv: 29769 Totals:	\$43.85	\$0.00	\$0.00	28 673
32362 32382	Date: 2/22/01 Terms: A	Due Date: 4/8/01	1/8/01 Purchase Order:	Order		
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		Inv: 29888 Totals:	\$25.95	\$0.00	\$0.00	\$25.95
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	1	Inv: 30097 Totals:	\$25.95	\$0.00	\$0.00	\$25.95
2   1   BF	Date: 3/14/01 Terms: A	Due Date: 4/	Due Date: 4/28/01 Parchase Order:	Order:		
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		Inv: 30260 Totals:	\$23.95	\$0.00	\$0.00	\$23.04
vice: 30262	Date: 3/14/01 Terms: A	Due Date: 4/	Due Date: 4/28/01 Purchase Order:	Orden		
a LUDE	6451.560		\$23.95			
	In	Inv: 30262 Totals:	\$23,95	\$0.00	\$0.00	\$23.05
vice: 30264 & 11105	Date: 3/14/01 Terms: A	Due Date: 4/2	Due Date: 4/28/01 Purchase Order:	)rder:		
מ רכסב	6451.560		\$23.95			
	<i>[n]</i>	Inv: 30264 Totals:	\$23.95	<b>\$0.00</b>	\$0.00	\$23.95
01ce: 30329 & LUBE	Date: 3/19/01 Terms: A	Due Date: 5/3/01	/01 Purchase Order:	rder:		

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ING Account Amount Discount Amount Paid Check No Bank Ba Inv: 30329 Tokalt: 523.95 \$0.00 \$0.00 Date: 3/27/01 Terms: A Due Date: 5/11/01 Parchase Order: 6451.560 Inv: 30491 Tokalt: \$50.00 \$0.00 \$0.00 Date: 3/2801 Terms: A Due Date: 5/11/01 Parchase Order: 6451.560 \$10.00 \$12.50 \$0.00 \$0.00 Inv: 30492 Tokalt: \$12.50 \$0.00 \$0.00 Date: 3/2801 Terms: A Due Date: 5/12/01 Parchase Order: 6451.560 Inv: 30492 Tokalt: \$12.50 \$0.00 Inv: 30492 Tokalt: \$12.50 \$0.00 Inv: 30492 Tokalt: \$12.50 \$0.00 Inv: 30492 Tokalt: \$12.50 Inv: 30492 Tokalt: \$15.50 Inv: 30492 Tokalt: \$15.50 Inv: 30492 Tokalt: \$15.50 Inv: 30492 Tokalt: \$15.50 Inv: 30				\$25.95	6451 580	L MOUNTING
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ING Additional Terms: A Due Date: 5/11/01 Purchase Order: 6451.560 St. 2000 St. 200	\$12.50	\$0.00	\$0.00	2 1 oracis: \$12.50	Date: 3/28/01 Tarmer A	oice: 30500
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GENERAL FUND Ledger 25 of: 4/20/01	<b>)</b>	Amount Paid Chart Pate Chart	Discount	Amount	Account	escribuon
L FUND			10/01	Ledger as of: 4/		
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			\$7,241.74	\$360.80	Bank Balance	Page 13
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SIGN HERE FOR PAYMENT APPROVAL SIGNUHERE FOR RAYMENT APPHOVAL Jack Leath County Judge **Commissioner Pct. 3 Doyle Dickerson Commissioner** Pct. 1 Keith Clark MENFAPPROVAL le a a D

Approved for payment by Sabine County Commissioner's Court April 23, 2001.

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SHOW HERE FOR PAYMENT APPROXAL 2 mice

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Janice McDaniel County Clerk

SIGN HERE FOR PAYMENT APPROVAL

Lynn Smith Commissioner Pct. 2

SIGN HERE FOR PAYMENT APPROVAL

Gene Nethery

**Commissioner Pct. 4** 

Boudy Avin BRUDCES           Ladge as de 4/3001           Norman         Diece d/1001         France and 4/3001           CO         THE ASSOCIATES         Diece 4/3001         Tentes A         Diece 4/3001         Diece 4/3001         Tentes A         Diece Andre 11001         Presson         State 4/3001         Tentes A         Diece Andre 1100         State 4/3001         Tentes A         Diece Andre 1100         State 4/3001         Tentes A         State 4/3001         Tentes A         Diece Andre 1100         State 4/300          State 4/300	\$280 M	\$0.00	<b>\$0.8</b>	\$360.00	Vendor: ROIS Totals:		
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Approved for payment by Sabine County Commissioner's Court April 23, 2001. SIGN HERE FOR PAYMENT APPROVAL Star SIGN, HERE FOR, PAYMENT APPROVAL Doyle Dickerson **Commissioner Pct. 3** Keith Clark Commissioner Pct. 1 **County Judge Jack Leath** TERE EOR PAYMENT APPROVAL Gene Nethery Commissioner Pct. 4 SIGN HERE FOR PAYMENT APPROVAL SIGN HERE FOR PAYMENT APPROVAL **Commissioner Pct. 2** Lynn Smith **County Clerk** Janice McDaniel SIGN HERE FOR PAYMENT APPROVAL Pr-470 È

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\$308.63		\$0.00	\$0.00	\$306.63	Ledger Totals:		
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	4			\$7.89	5	0605.6355	(EIGHT-OUT
	Ĺ			\$23.22	5	0605.6355	IBER LENS
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o Bank Balance	Amount Paid Check Date Check No	Amount Paid (	Discount	Amount		Account	scription

SIGN HER ) PAYMENT APPROVAL

Jack Leath County Judge

SIGN HERE FOR PAYMENT APPROVAL 

J.

Keith Clark Commissioner Pct. 1

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SIGN HERE FOR PAYMENT APPROVAL 

Doyle Dickerson Commissioner Pct. 3

SIGNHERE FOR PAYMENT APPROVA

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Janice McDaniel County Clerk

SIGN HERE, FOR PAYMENT APPROVAL

Lynn Smith Commissioner Pct. 2

SIGN H FOR PAYMENT APPROVAL

Gene Nethery Commissioner Pct. 4

Approved for payment by Sabine County Commissioner's Court April 23, 2001.

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Indu::         Carlot Detail Ledger (Unp.         Earlies - Payment Detail)         Pay           issue         Nome         N	\$191.40	\$0.00	\$0.00	\$191.40	vendor: SAIN Totak:	
J0934 PM         Vendor Detail Ledger (Unp. Entries - Payment Detail) SABTUE COUNTY EMS Ledge as de 420041           T         Account         Neount         Discount         Annount         Discount         Annount 'Eds'         Bark           T         AAT TROPHY Date: 417.01         Neount         Discount         Annount 'Eds'         Discount         Annount 'Eds'         Bark           Bate: 417.01         Terms: NET         Due Date: 417.01         Parchase Order: \$35.02         \$35.02         \$35.72         \$30.00         \$30.00         Bark           0         Vender: AMT Teals:         \$313.81         \$310.32         \$131.81         \$30.00         \$30.00         \$30.00         \$30.00           1.14         Date: 4/101         Terms: NET         Date: 513.15.1         \$130.00         \$30.00         \$30.00         \$30.00           1.14         Date: 4/101         Terms: NET         Date Date: 4/101         Parchase Order: 11.20         \$1.250.00         \$30.00	\$191,40	\$0.00	\$0.00		Inv: 01-04120001 Tota	
J.9934 FM         Vendor Detail Ledger (Unp. Entries - Payment Detail) SABINE COUNTY EMS Ledger a 6/3001         Statistic County EMS Ledger a 6/3001           T         AAA TROPHY Date: 4/1201         Account         Inc. 1/201         Farmer County EMS Ledger a 6/3001         Annum Faid         Check Date Creat No         Bank Bank County EMS           T         AAA TROPHY Date: 4/1201         Trues         Name         Discount         Annum Faid         Check Date Creat No         Bank Bank           Status         Status         Status         Status         Status         Status         Status         Bank         B				\$191.40	6311-325	<b>JTERNET SERVICE</b>
Mar. 4/2069934 FM         Vendor Detail Lodger (Upp. Entries - Payment Detail) Subme COUNTY EMS Lodger and CAMN1           Image: Proceedings         Account	<u></u>		ase Order:	Date: 4/12/01 Purch	Terms: NET	Cendor ID: SAIN SABIN
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**County Judge Jack Leath** 

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Keith Clark Commissioner Pct. 1

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**Commissioner** Pct. 3 Doyle Dickerson

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Janice McDaniel County Clerk

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Lynn Smith Commissioner Pct. 2

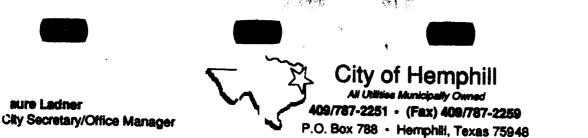
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Gene Nethery Commissioner Pct. 4

Approved for payment by Sabine County Commissioner's Court April 23, 2001.

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Don lies City Manager

April 17, 2001

The Honorable Jack Leath County Judge Sabine County, TX PO Box 597 Hemphill, TX 75948

Dear Judge Leath:

This letter offers our full support to a county operated ambulance service. We believe that the county has made the best decision possible under the circumstances. The safety and health of all citizens of Sabine County, including those inside the city limits of Hemphill will be better served with a county operated ambulance service.

The City of Hemphill will offer assistance to the operation in any manner that is with-in our means. Our city council has adopted a resolution in support of the County owned ambulance service (see attached). We wish you the best of luck in this new venture to serve the citizens of Sabine County.

Sincerely,

I

Robert Hamilton, Mayor

Don Iles, City Manager

## <u>CITY OF HEMPHILL</u> <u>RESOLUTION NUMBER# 68</u>

A resolution of the City Council of the City of Hemphill, Texas in support of a County owned ambulance service.

**WHEREAS**, the City Council desires to protect the health and safety of the Citizens of the City of Hemphill; and

**WHEREAS**, the Sabine County has agreed to provide ambulance service to the residents of our county;

WHEREAS, the name of this service shall be Sabine County EMS; and

**WHEREAS**, A Sabine County EMS ambulance service provides the best option that will guarantee the citizens an ambulance service that is dependable and of first-rate quality; and

**WHEREAS**, the City of Hemphill recognizes that Sabine County EMS actively participates in provision of patient care inside the City limits.

**Now, therefore, be it resolved** by the City Council of the City of Hemphill, Texas that the City will support the Sabine County Ambulance operation and will provide assistance to the county when and where practicable.

17th DAY OF April PASSED AND APPROVED THIS 2001.

Robert Hamilton, Mayor

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Jaure Ladner

aure Ladner, City Secretary

# SABINE COUNTY EMS SERVICE AGREEMENT BETWEEN THE CITY OF HEMPHILL AND SABINE COUNTY

This agreement is made and entered into this the 9<sup>th</sup> day of April, 2001 by and between the City of Hemphill, Texas, a Municipal Corporation, hereinafter referred to as "City" and Sabine County, hereinafter referred to as "County".

Whereas, Sabine County, by and through, the Sabine County EMS, an ambulance service operated by Sabine County, Texas, has undertaken the operation of an ambulance service for the residents of Sabine County;

Whereas, the City of Hemphill recognizes that there is a need for ambulance care for the residents of the City of Hemphill and that the Sabine County EMS ability to continue operation, will depend upon assistance from the citizens of the county and other entities, one of which is the City of Hemphill;

Whereas, the City Council of the City of Hemphill passed a resolution in support of the Sabine County EMS; and

Whereas, the City recognizes the need to assist the Sabine County EMS operations for the health and safety of the residents of the City of Hemphill;

Now, Therefore, for and in consideration of the premises and the mutual covenants and agreements herein contained, and other valuable consideration, the parties hereto do mutually agree as follows:

 The City agrees to perform the labor at no charge to the County or to the Sabine County EMS for maintenance and minor repairs to the ambulances owned by the County;

Page 1 of 3

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WIII Pg 4-18

- 2. The County and the Sabine County EMS will pay for or provide all parts and maintenance items necessary to complete any repairs and maintenance.
- 3. The City shall attempt to purchase all parts and maintenance items locally, if possible. The County shall reimburse the City for all parts and maintenance items within 30 days of the date the City submits the receipts to the County.
- 4. The City shall have the discretion as to whether to make the repairs with consideration given to the feasibility, expertise, and technical abilities. or lack thereof, of available city personel.
- The City Manager, the County Judge, and County Commissioner, and the EMS Director shall have authority to authorize repairs.
- 6. The County agrees to hold the City harmless and indemnify the City with respect to any claims, demands, causes, suits or complaints in any judicial or administrative proceeding, in connection with any and all acts or ommissions, arising in whole or in part in connection with this agreement, the City's services set forth herein, or the Sabine County EMS.
- 7. The City or the County may terminate this agreement in writing by delivering to the other party a written intention to terminate this agreement 30 days prior to the date of termination.

Signed this the 2.3 day of April, 2001.

Don Iles, City Manager of Hemphill

Robert Smilton

Robert Hamilton, Mayer

Page 2 of 3

ounty Judge Jack Leath Janice McDaniel, County Clerk of Sabine County . 113

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Page 3 of 3

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4 JOHN O. BOOKER, MAYOR GAIL LEE, CITY SECRETARY PHONE (409) 584-2390 \* P. O. BOX 6 \* PINELAND, TEXAS 75968 April 17, 2001 The Honorable Jack Leath, County Judge **County of Sabine** P.O. Box 597 Hemphill, Texas 75948 Dear Judge Leath: This letter offers our full support to a County operated ambulance service. We believe that the County has made the best decision possible under the circumstances. The safety and health of all citizens of Sabine County, including those inside the city limits of Pineland will be better served with a county operated ambulance service. The City of Pineland will offer assistance to the operation in any manner that is within our means. The City Council has adopted a Resolution in support of the County owned ambulance service (attached). The City of Pineland wishes you the best of luck in this new endeavor to serve the citizens of Sabine County. Sincerely, ohn O. Booker In 48 Mayor JOB;mgl Attachment



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# Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELAND, TEXAS IN SUPPORT OF A COUNTY OWNED AMBULANCE SERVICE.

WHEREAS, the City Council desires to protect the health and safety of the Citizens of the City of Pineland; and

WHEREAS, the Sabine County has agreed to provide ambulance service to the residents of our county; and

WHEREAS, the name of this service shall be Sabine County EMS; and

WHEREAS, a Sabine County EMS ambulance service provides the best option that will guarantee the citizens an ambulance service that is dependable and of first-rate quality; and

WHEREAS, the City of Pineland recognizes that Sabine County EMS actively participates in provision of patient care inside the city limits.

**Now, therefore, be it resolved** by the City Council of the City of Pineland, Texas that the City will support the Sabine County Ambulance operation and will provide assistance to the County when and where practicable.

### Passed and Approved this 17<sup>th</sup> day of April, 2001.

**Approved:** 

O. Booker, Mayo

Attest:

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Gail Lee, Čity Secretary

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### TAMMY REEVES, RTA SABINE COUNTY TAX ASSESSOR/COLLECTOR P. O. BPX 310 HEMPHILL, TX. 75948 (409) 787-2257 Fax (409) 787-4753

April 6, 2001

Judge Jack Leath Sabine County Hemphill, Tx. 75948

RE: Trust property

Dear Judge Leath;

Enclosed please find bids on property located within Pendleton Harbor Subdivision, which is currently held in trust. I have received 2 different bids on 1 particular lot, please be aware of this when accepting or rejecting the bids. The bids are as follows:

**Bobbie G. Rivers** P. O. Box 455 Zwolle, La. 71486

Lot 285-Pendleton Harbor (acct.# 27520-08870-00000) Bid Amount: \$500.00

Lot 286-Pendleton Harbor (acct.# 27520-08870-10000) Bid Amount: \$500.00

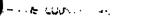
Lot 287-Pendleton Harbor (acct.#27520-08830-20000) Bid Amount: \$500.00

Lot 288-Pendicton Harbor (acct.#27520-06830-30000) Bid Amount: \$500.00

Harland Vetter 26682 Hwy. V Lebanon, Mo. 65536

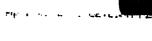
Lot 288-Pendleton Harbor (acct.# 27520-08830-30000) Bid Amount: \$450.00

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### TAMMY REEVES, RTA SABINE COUNTY TAX ASSESSOR/COLLECTOR

RUSODD

P. O. Box 310 Homphill, Tx. 75948 (409) 787-2257 Pax (409) 787-4753 Pineland Substation (409) 584-3909

### Sabine County Trust Property Bid Matiliantian

Name of Bidder(s):	Bobbie G. Nivern
Address:	P.O. Box 455
	Zwolle, La. 71486
Phone Number;	318-645-7877

Property Description Lot 285 - Pendleton Harbor Account Number: 27520-08870-00000 Bid Amount: 8 500.00

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Property Description: Lot 286 - Pendleton Harbor Account Number: 27520-08870-10000 Bid Amount: \$ 500.00

Property Description: Lot 287 - Pendleton Harbor Account Number: 27520-08830-20000 Bid Amount:\$ 500.00

Property Description: Lot 288 - Pendleton Harbor Account Number: 27520-06830-30000 Bid Amount: \$ 500.00

The is these properties was obtained the fater. Bidders are adapt to heap the foll property without versionly other expres estate, eight, die and interprive within the associated with the underlying brough to Salar Canary Dissist Checky Gillion. ( rangia judicial faceolacere fo joring in minds (1) The under as ar implicit and deall convey definitions bud in the unique e alte provinsi et propwy t very to the percel r di at t w convey to the pointinger all of the to unlight property. (2) All papers at and order of site see on the st the sticky themeelves as to the besetten of all 5 **. 9 B** 1 .... property. (4) this search thickness are calified to branch (5) Is to the responsibility of the concepted bildler to 0 (4) The reduception product for the calificat property is made public restort. (7) The testing jurisdictions rese a of the a n ai t preserty. ter to the blatter deed with the County Clerk's all only buying the date in which the deed to bled and a reserve the right to reject any such all blds.

II.

I Bid \$150 00 for lot 288 Pendetten HARBOR Subpilision HARLAND Vetter. 26682 NWY V. LEBANON MO. 65536 417-532-7053

mII n 485

Retrond 04-06-2001 Bid submission for Lots # 288 and 287 located in the Perlettor Hartor Aubdisision If this hid en accepted & then bid 431.75 for Lat 287 DONAL P. DRISCOLL RR#1, Bay 1516 HEMPHIL, TX. 25948 (409) 625-3075 Frank you. D.O. Aricold II 486



Hemphill, Texas 75948

**Petition** 

Jack H. Leath. County Judge

· Commissioners

th Clark Precinct #1 an Amith Precinct #2 yle Dickerson Precinct #3 me Nethers Precinct #4

We the undersigned property owners on Willis Cockrell Drive Respectively petition the Commissioners Court of Sabine County to recognize this road as a public road and accept said road for county maintenance. The width of said right-of-way shall be \_200\_ feet ( \_20\_ feet to either side of center line) with Willis Cockrell Drive beginning at Brookeland Cemetery Drive, Brookeland, TX and extending approximately 200 feet.

Compmissioners Count Date: 5 D in it H. beath, County Judge SIGNATURE ADDRESS Commission was RT2 Box 20- Brosteland, Ty Cork : som b noo beland TX Box 17-1) \_\_\_\_ . . . . . . . . . . Accepted this date 4-23-01 Denied this date\_\_\_\_\_

#### PHONE (409) 787-3543

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FAX (409) 787-2044

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# CERTIFICATE OF SECRETARY

# THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the "Governing Body") of Sabine County, Texas (the "Issuer"), convened on April 23, 2001 in regular session in the regular meeting place of the Governing Body in the District (the "Meeting"), which Meeting was at all times open to the public, the duly constituted officers and members of the Governing Body being as follows:

Jack H. Leath	County Judge	
Keith C. Clark	Commissioner	
Lynn Smith	Commissioner	
Doyle Dickerson	Commissioner	
Gene Neathery	Commissioner	
Gene recaulory		

and all of such persons were present at the Meeting, except the following: , thus constituting a quorum. Among other business considered at the

Meeting, the attached Resolution (the "Resolution") entitled:

A RESOLUTION by Sabine County, Texas requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance, and making certain findings in connection therewith.

was introduced for the due consideration of the Governing Body. After presentation and discussion of the Resolution, a motion was made, duly seconded, and carried by the following vote:

<u>5</u> voted "For" <u>O</u> voted "Against" <u>O</u> "Abstained"

all as shown in the official Minutes of the Governing Body for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the Issuer; the duly qualified and acting members of the Governing Body on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Governing Body was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Texas Government Code, chapter 551, as amended.

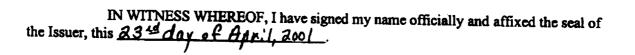
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A RESOLUTION by Sabine County, Texas requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance, and making certain findings in connection therewith.

WHEREAS, the Commissioners Court for Sabine County, Texas (the "County") hereby finds and determines that there is an urgent need to construct water supply and sanitary sewer improvements and such capital improvements cannot be reasonably financed unless financial assistance is obtained from the Texas Water Development Board; now, therefore,

BE IT RESOLVED BY THE Commissioners Court of Sabine County that:

SECTION 1: That an application is hereby approved and authorized to Sabine County, Texas to be filed with the Texas Water Development Board seeking financial assistance on behalf of a freshwater supply district proposed to be created in the County in an amount not to exceed \$7,000,000 to provide for the costs of water supply and sanitary sewer system improvements.

SECTION 2: That County Judge Jack Leath be and is hereby designated the authorized representative of the County for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the County before any hearing held by the Texas Water Development Board on such application, to wit:

Don Gonzalez, Southwest Securities, Inc. Financial Advisor:

Keith P. Kindle, Turner, Collie & Braden, Inc. Engineer:

Bond Counsel:

Neil Thomas, Fulbright & Jaworski L.L.P.

PASSED AND APPROVED, this \_\_\_\_\_\_

TTEST:

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THE STATE OF TEXAS	
COUNTY OF SABINE	

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared County Judge Jack Leath, who being by me duly sworn, upon oath says that (i) to the best of his/her knowledge and belief, the facts and information contained in the Application to the Texas Water Development Board for financial assistance are true and correct, (ii) Sabine County, Texas (the "County") will comply with all representations in the Application to the Texas Water Development Board for financial assistance, all laws of the State of Texas, and all rules and published policies of the Texas Water Development Board, (iii) to the best of his/her knowledge, there is no litigation or other proceeding pending or threatened against the County \_ before any court, agency, or administrative body wherein an adverse decision would materially adversely affect the financial condition of the County or the ability of the County to issue debt and (iv) the Application to the Texas Water Development Board for financial assistance was approved by the \_Commissioners Court in an open meeting.

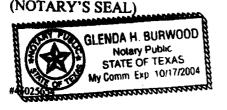
Jack Leath County Judge

this, day of \_\_\_\_\_, 2001.

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Notary Public, State of Texas



TELEPHONE: 7:3/68-65) FACEHILE: 7:3/68-5246 NEIL THOMAS MATTHEN INTERNET ADORESS: HUMBIS Guilbright.com DHECT DIAL: 7:3/68-3613

April 20, 2001

FULBRIGHT & JAWORSKI L.L.P. A REGIETERED LIMITED LIABILITY PARTNERSHIP 1301 MCKINNEY, SUITE BIOO HOUSTON, TEXAS 77010-3095

HOUSTON MAEMINGTON. O.C AUSTIN SAN ANTONIO DALLAS NEW YORK LOS AMGCLES MINNEAPOLIS LONDON HONG KONG

Re: Sabine County Freshwater Supply District No. 1 Combination Water and Sewer Revenue Bonds, Series 2001

Commissioners Court Sebine County, Texas P.O. Drawer 580 Hemphill, Texas 75948

County Judge and Commissioners:

This letter confirms that Fulbright & Jaworski L.L.P. will represent Sabine County, Texas (the "County") as bond counsel and as counsel for creation of the proposed Sabine County Freshwater Supply District No. 1 (the "District") in connection with the creation of the District and the subsequent anthorization, sale, and issuance of the referenced obligations (the "Obligations"), in addition to contractual matters relating to the funding of the facilities of the District through the Economically Distressed Areas Program ("EDAP") administered by the Texas Water Development Board ("TWDB"). Our acceptance of that representation (the "Representation") becomes effective upon the execution and return of the enclosed copy of this letter.

# Terms of Engagement as Bond Counsel

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel for the County, though we may subsequently provide general counsel services for the District, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

As bond counsel, we expect to perform the following duties:

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(1) subject to completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations, and the federal [and California] income tax treatment of interest on the Obligations;

(2) prepare and review documents necessary or appropriate to the authorization, issuance, sale, and delivery of the Obligations, and coordinate the authorization and execution of such documents, and review;

(3) assist you in seeking from other governmental authorities, including the TWDB, such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the Obligations;

(4) review legal issues relating to the structure of the Obligations;

(5) prepare election proceedings if appropriate;

(6) assist in presenting information relating to the legality of the Obligations to bond rating organizations and providers of credit enhancement;

The Bond Opinion will be based on facts and law existing as of its date. In rendering or Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

Our engagement is to advise you with respect to legal issues only; we understand that you have engaged Southwest Securities, Inc. as your financial advisor, and unless otherwise instructed by you we will consult with and take direction from your financial advisor in the issuance of the Obligations. Our duties as bond counsel specifically do not include:

(1) except as described in paragraph (6) above, or except as specifically engaged for such purpose, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(2) preparing requests for tax rulings from the Internal Revenue Service;

(3) preparing blue sky or investment surveys with respect to the Bonds;

(4) drafting of state constitutional amendments or preparation of authorizing legislation;

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(5) making an investigation or expressing any view of the creditworthiness of you or of the Obligations or any obligor therefor;

(6) except if specifically engaged for such purpose, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Obligations and, after initial delivery of the Obligations, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(7) responding to Internal Revenue Service audits or Securities and Exchange Commission investigations; or

(8) any other matter not specifically set forth above that is not required to render the Boad Opinion.

# Our Personnel Who Will Be Working on the Obligations

I will be working on the Obligations, and you may call, write, or e-mail me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and legal assistants, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

# **Our Legal Fees and Costs**

Our fees for this engagement in the Representation will be equal to an amount not to exceed one percent of the principal amount of the Obligations issued. Our fees will be contingent upon, and will be billed and become due promptly after, the actual delivery of the Obligations to or for the account of the initial purchaser. If, however, you voluntarily choose not to proceed with or effectively abandon issuance of the Obligations, or terminate our services with respect prior to issuance of the Obligations, you will compensate us for professional services rendered at our standard hourly rates at the time of delivery of your next issue of obligations that are payable from the same sources of funds as the Obligations or within six months after the date of your decision or abandonment, whichever is earlier, from and to the extent of legally available funds.

### **Additional Services**

In addition to the matters discussed above, we will provide for the County certain additional legal services (the "Additional Services") relating to the creation of the District and certain contractual matters among the District and current service providers in the EDAP areas. These Additional Services will be provided at fees and rates as set forth below, subject to EDAP funding or subsequent agreement with the County or District

#### Fees and Expenses for Additional Services

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The fees ultimately charged for the Additional Services will be based upon a number of factors, including the following: the ability, reputation and experience of our attorneys; the skill necessary to perform the legal services required in the Additional Services; the time and labor involved; the customary range of billing rates for our attorneys and legal assistants; the novelty and difficulty of the questions involved; the results we achieve; and any other factors that may be considered in accordance with applicable rules of professional conduct.

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Our customary hourly billing rates range from \$300 to \$570 for partners; from \$245 to \$350 for senior associates; from \$260 to \$380 for senior counsel; from \$190 to \$350 for counsel; from \$120 to \$290 for associates and patent agents; from \$170 to \$400 for of counsel; from \$225 to \$260 for senior staff attorney; from \$135 to \$265 for staff attorneys; and from \$60 to \$210 for legal assistants. Nevertheleas, in setting an appropriate fee for the Matter, we will take into consideration all of the factors set forth in the previous paragraph and not just our customary range of billing rates. Thus, the fee we charge may be greater or lesser than a fee based solely on those customary billing rates for the time expended in the Representation.

### **Conflicts of Interest**

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in connection with the issuance of the Obligations. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules.

#### Conclusion

This letter and the attached Additional Terms of Engagement constitute the entire terms of the engagement of Fulbright & Jaworski L.L.P. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Fulbright & Jaworski L.L.P. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either [client name] or Fulbright & Jaworski L.L.P.

Please carefully review this letter and the attached Additional Terms of Engagement. If both documents are acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

Very truly yours,

Neil Thomas

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# SABINE COUNTY AGREES TO AND ACCEPTS THIS LETTER AND THE ATTACHED TERMS OF ENGAGEMENT:

# SABINE COUNTY

By:

County Judge

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Date:\_\_\_\_\_

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#### FULBRIGHT & JAWORSKI L.L.P.

#### Additional Terms of Engagement

This is a supplement to our engagement letter, dated April 20, 2001. The purpose of this document is to set out additional terms of our agreement to provide the representation described in our engagement letter (the "Representation") concerning representation of you in connection with the issuance of the Obligations described in the engagement letter Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

#### The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in connection with issuance of the Obligations, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed

Upon accepting this engagement on your behalf, Fulbright & Jaworski L.L.P. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us appriated on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services as Bond Counsel in connection with the Representation, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Obligations. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Obligations, as specifically defined in our engagement letter. After completion of the

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Representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Obligations.

It is further agreed that the attorney-client relationship terminates upon initial issuance of the Obligations.

# Who Will Provide the Legal Services

Customarily, each client of the firm has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and legal assistants. Such delegation may be for the purpose of involving other firm personnel with special expertise in a given area or for the purpose of providing services on an efficient and timely basis

#### **Our Relationships With Others**

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our firm that prepares the engagement letter for a particular matter. The acceptance by you of our engagement letter constitutes an express agreement with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

If a controversy unrelated to the Obligations develops between you and any other client of the firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either you or the other client in the unrelated controversy.

You understand that we represent many investment banking firms, commercial banks, and other parties to public finance transactions from time to time in connection with other issues, including your financial advisor and potential underwriters for your securities, and you do not object to our continued representation (in connection with other issues) of any such firm with respect to which you choose to do business in connection with issuance of the Obligations, since doing so is how we are able to gain the experience we need to represent you effectively.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel to any party in connection with the issuance of the Cinligations may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel to any party in connection with the issuance of the Obligations may

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represent our finn now or in the financ. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is nor professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an inqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to you in connection with the issuance of the Obligations that is the subject of this engagement or in some other matter.

#### Disclaimer

Representation or the issuance of the Obligations, and nothing in these terms of engagement shall be construct as such a propose or guarance. Our representation of you will not affect our responsibility to render an objective bond counsel Bond Opinion.

#### Termination

At any time, you may, with or withom cause, terminate the Representation by notifying as of your intention to do so. Any such termination of services will not affect the obligation to pay legal services rendered and capenses incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the matters relating to issuance of the Obligations.

We are subject to the object. If you profit sound it spectrately to the introductions to which we practice. There are several types of conduct of circumstances that could result in our withdrawing them representation or failure to disclose material facts; flaudulent of criminal conduct; action contrary to our advice; and conducts with another clients any situation that may lead to our withdrawai.

a failure by you us meet any outiligations inter the statistic engagement shall entitle i divide d Jaworski L.L.P. to terminate the Representation. In that event, you will take all steps necessary to release Fulloright & Jawonski I. T. of any further using an are individually constrained of the Obligations, including without limitation the execution of any documents necessary to effectuate the withdrawal from the Sepresentation of the Issuance of the Obligations. The right of Fulbright & Jaworski L.L.P to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

# Billing Arrangements and Terms of Payment

Obligations. It is agreed that you will make full payment within 30 days of receiving our statement. We will give number it as a structure of such notice. If the delinquency continues and you do not

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atrange satisfactory payment terms, we may withdraw from the Representation and pursue concernon of our account.

#### **Document Retention**

expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

#### **Charges for Other Expenses and Services**

Typically, our involves with include amounts, the only for it gal services tendered, but also for other expenses and services. Examples include charges for photocopying, long-distance telephone calls, travel and conference expenses, messenger genveries, comparenter inserance, and incomment other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

tr is not our policy to make any prefit on any of the scathe concessant services. Our involves will reflect the cost to us of the products and services. In some situations, the actual cost of providing the product to service is critical to restabilish in which case we will use the products in all indement on the charges to be made. In some situations, we can arrange for ancillary services to be provided by units period with the services, which is subject to change from time to time.

#### Standards of Professionalism and Attorney Complaint Information

are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In minimum of professional misconduct against attorneys licensed in Texas. A brochure entitled request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

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# THE TEXAS LAWYER'S CREED — A Mandate for Professionalism

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and the standard composition is a set of the requirement that lawyers advise their clients of its contents when undertaking representation

I am a lawyer, I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas I must therefore shide by the fexas Ensembling while or Professional Conduct, but I know that Professional staticourts state than merely avoiding the violation of the and to be the transmission to this Creed for no other reason that is a fight

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for extensions of time and for warver of procedural formalities, provided legitimate objectives of my client will not be advasely affected 1 will not serve mutions or pleadings in any manner that untivery ments withing narry's opportunity to respond. I will attempt to esolve by agreement my objections to matters contained in pleadings and direct are request; and responses, I can disagree without being trange in mir a recognize that effective representation does not require integration of donorable deflector. I will notify control to do anything nor know intervention action of any one under my control to do anything which would be unothical or improper if done by me i will not these good states elleviente had motiver or unclineal cunduct to opposite you set for bring the protession into discourse by unfounded reconstitutes on impropriety i will avoid disparance personal remarks on a other riska de optioning coursel, period with centre. I will not a influenced , any ill feeling between elients 1 will abstain from way

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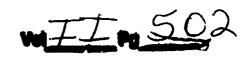
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# SABINE COUNTY EMS STANDARD OPERATING PROCEDURE ADOPTED: APRIL 2001

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<u>4-23-01</u> DATE

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# SABINE COUNTY EMS

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- 1. accidents witnessed by, but not involving an EMS vehicle:
  - a. An EMS vehicle not responding to an emergency call.
    - 1) Minor accidents with no injuries will not be reported to communications unless the accident is prohibiting traffic flow or is a potential traffic hazard.
    - 2) Major accidents or accidents with injuries will be reported to communications and the crew will stop and assess, treat and/or transport as necessary.
- 2. Accidents involving EMS vehicles.
  - a. General guidelines.
    - 1) All accidents involving EMS vehicles will be reported immediately to communications and the crew's supervisor, the situation assessed, and law enforcement and other back up requested as needed.
    - 2) At the first opportunity, a written report from the driver of the vehicle involved will be submitted to the appropriate supervisor (or Director). A separate written report from each crewmember telling what they saw/heard will also be submitted.
    - 3) All EMS personnel will document any injuries as required.
    - 4) EMS personnel involved in a collision while on duty will not make any statements to the investigating officer or anyone else at the scene regarding the cause. The only person that the information will be discussed with is the Supervisor (or Director).
    - 5) The driver of the EMS vehicle will be subject to a drug screening.
  - b. Accidents occurring en route to an emergency call.
    - 1) Immediately stop to assess the damage to the vehicle and check for injuries.
    - 2) If there are injuries or if unable to continue due to damage, notify communications so that appropriate units may be sent tot the accident location and to the initial call. Remain on the scene for the arrival of law enforcement and a supervisor.
    - 3) If no injuries are incurred, damage to the unit is negligible, and the vehicle can be operated safely, advise the other party(ies) involved to remain on the scene for the arrival of law enforcement, and then proceed to the initial call. Notify a supervisor. After the completion of the call, check with communications as to whether or not to return to the scene of the accident.

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SABINE COUNTY EMS

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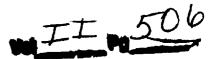


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ACCIDENTS CONTINUED

- c. Accidents occurring while en route to the hospital with a patient.
- 1) if the patient is stable and no injuries are incurred advise the other party(ies) involved that law enforcement is en route and then proceed to the hospital
- 2) If the patient is unstable and no serious injuries are incurred advise the other party(ies) involved that law enforcement and another ambulance (if necessary) are en route, and then proceed to the hospital.
- 3) In situations where the patient is stable and serious injuries are incurred advise communications to sent an additional ambulance remain on the scene until that unit arrives then proceed tot the hospital.
- 4) In situations, where there is and unstable patient and serious injuries are incurred the crew should exercise their best judgment and request appropriate assistance (form communications or one's supervisor.)



SABINE COUNTY EMS

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# ACCIDENTS REVIEW AND ACTION

- 1. The Sabine County Commissioners Court will review all EMS vehicular accidents. The employee involved in an accident will be invited to the meeting to present the facts of the case.
- 2. Commissioner's Court will make a ruling based on the preventability of the accident. The employee will be notified of the ruling no later than the next shift assignment.
- 3. All preventable accidents within a 24 month period will subject the employee to the following disciplinary actions:

A. non-preventable accident:

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1. No action.

B. first preventable accident:

- 1. Written reprimand.
- 2. Up to 36 hours suspension (depending on severity).

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3. Defensive driving course if deemed necessary or beneficial.

C. second preventable accident:

- 1. Up to three shifts suspension.
- 2. Defensive driving course.
- D. third preventable accident:

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1. Subject to termination.

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SABINE COUNTY EMS



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ECA's or EMT's who are asked by a physician (nurse, paramedic or anyone else) to perform. ALS procedures at the scene (i.e. IV therapy, P.A.S.G., meds, etc.) should adhere to the following guidelines

1. Tell the physician that BLS training does not cover ALS procedures and that you must respectfully decline to perform the procedure.

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2. Document the procedure requested by whom and the outcome of the refusal.

NOTE: one should not perform any skill s/he has not been trained to do.

<u>JI 508</u>

SABINE COUNTY EMS

# <u>AMBULANCE RUN REPORT</u>

Ambulance run reports will be completed on all patients transported by EMS crews or where substantial aid is rendered Patients who refuse treatment will have a patient refusal form completed.

Once a copy of the run report and been left at the hospital with the patient's chart, it becomes an official document to that chart and subject to subpoena. The form will not be altered or rewritten later for any reason.

1. general procedures will be as follows:

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- a. Complete all areas on the form. Writing should be printed and legible. Errors should have one single line drawn through the word followed by the initials of the person completing the form.
- b. These forms and any information contained in them is confidential and should not be released by field crews. (See also Confidentiality policy, page 8, and media relations policy page 47.)
- c. The completion of the patient report should be done en route to the hospital if possible. The remainder will be completed immediately after arrival. (see hospital procedures policy page 32.)
- d. The form not yet completed by the medic will in no way delay the crew from being available for call once the unit has bee restocked.
- e. Multiple patient transports should be indicated at the top of the form (i.e., 1 of 2m 2 of 2)
- f. A copy should be left with the patient's chart at the hospital. The remaining copy is to be returned to the station. The copy becomes an official document in the chart and is subject to subpoena. The form will not be rewritten at a later time.
- g. On DOS patients, a full description of the patient, environment, and immediate history is required.
- h. Indicate the incident number and sign the PCR.
- i. The attendant will sign after narrative. The driver's name may be printed.
- 2. specific Medicare billing information on run report:
  - a. This section of the run report is to be completed on all patients' 65 years of age or older (also on patients who indicate they have Medicare and are under 65). Complete this section in the event, the patient is unresponsive and over 65.

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SABINE COUNTY EMS

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	abulance run report ge 2 of 2				
	1) Correct spelling of patien exactly off Medicare ID of			(not Mrs. Jones	), copy name
	2) Complete home mailing a	address includ	ling city	, state and zip co	de
	3) Home telephone number	including are	a code.		
	4) A complete and concise of necessity is a unconscious	-	-	•	-

4) A complete and concise description of the injury or illness indicating medical necessity, i.e. unconscious, requires oxygen, etc. (this is necessary for the proper consideration of each Medicare claim.) briefly state your observations of the patient. It is important to indicate any signs and symptoms, which would prohibit the patient's transfer by other means. In other words, state why no other means of transportation would be appropriate.

5) Medicare health insurance claim number (123 45 6789a)

b. Also, be certain the following statement found on the run sheet is signed for all Medicare patients:

I authorize the release of any medical information necessary to process any benefits payable for this service. I also request payment of government benefits either to myself or to Sabine County EMS.

Patient signature:	 	
-		
Date:		

SABINE COUNTY EMS

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# **COMPLAINTS WITH HOSPITAL PERSONNEL**

Any complaint form EMS personnel concerning patient care delivered by the nursing staff of any hospital emergency department, or any other incident involving hospital staff, will be handled in a tactful, professional manner away from the patient/family. Procedure will be as follows:

- 1. All complaints or incident reports concerning hospital personnel will be turned in to your supervisor. The complaint will be investigated and the information forwarded to the EMS director.
- 2. All complaints should be in writing. Incidents will be followed with a written report available by the next working day.
- 3. Complaints that do not warrant a written report should be brought to your supervisor's attention verbally.
- 4. Under no circumstances will EMS personnel argue or raise their voice to hospital personnel. Politely state your view regarding the situation and then leave it to management to handle the rest.

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SABINE COUNTY EMS

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# **CONFIDENTIALITY/RELEASE OF PATIENT INFORMAITON**

Employees of Sabine County EMS service shall not publicize or release confidential information of this service. Request for such information shall be referred to the director (or his/her designee) and /or one's supervisor.

EMS personnel should refrain from speculating on a patients's diagnosis or prognosis. Whatever speculations the crew has should not be discussed with or around the patients, family, bystanders or the media.

- 1. the following is considered confidential and should be handled with all due caution, being careful not to disclose it;
  - a. Information concerning the patient, including assessment of injuries and treatment given. The patient's name is considered confidential if the patient is DOS or is a minor.
  - b. Information prejudicial to law enforcement investigations.'
  - c. Information not based on fact.
  - d. Information which might be an invasion of privacy, such as a suicide, overdose (OD), phychiatric, etc. In cases of death, medical examiners will have to give the exact cause.
  - e. The diagnosis of HIV/AIDS has criminal and civil penalties for disclosure.
- 2. the following non-confidential call-related information may be released to the media:
  - a. location of call

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- b. hospital the patient was transported to
- c. general condition of the patient as call was received

Any request for more detailed information should be referred to one's supervisor.

**NOTE:** the patient's right to confidentiality may be violated in situations where information to the receiving facility is given over radio frequencies monitored by others. Generally, specific patient information (such as the name) should not be put on the air. Only air what is pertinent to assessing data vital to immediate patient care.

SABINE COUNTY EMS

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# CONSENT TO TREATMENT/TRANSPORT

Informed, legal consent to treatment and /or transportation must be obtained by EMS personnel.

- 1. All adult patients who are in possession of their mental faculties (conscious and alert to person place and date) must give EMS personnel permission for treatment and transportation (verbal consent is sufficient).
- 2. Adult patients who are in possession of their faculties (conscious and alert to person place and date) have the legal right to refuse treatment or transportation even if that refusal will result in serious harm or death.

a. It shall be our policy to encourage all persons needing medical help or transportation to make use of the services offered. However, if they choose to refuse service after having been informed of the possible consequences of their refusal, they should be allowed to do so,

b. Thorough documentation of the patient's refusal and the crew's efforts to persuade them to seek help are necessary. Any time patient contact is made; a refusal of service form must be signed by the patient and witnessed.

- 3. Adult patients who are unconscious may be treated under the implied consent laws.
- 4. Minors (persons under age 18 who are not and have not been married) are unable to give consent or refuse treatment and therefore present special legal problems. Every effort will be made to obtain legal consent for the treatment of minors.
- a. Under circumstances of serious medical conditions that are life-threatening or have the potential for permanent disability, the rules of implied consent are used.
- b. In situations to which EMS is called, that involves minors not having life-threatening injuries every reasonable effort to contact the minor's parent or legal guardian should be made.
- if consent cannot be obtained because of lack of, contact the Texas Family Code, Sections 35.01 and 35.01 provide limited consent powers to certain others in particular circumstances. Certain relatives of the child can give consent. They are:
- a. grandparent
- b. adult brother or sister
- c. Adult aunt or uncle.
- 2) Additionally the parent/guardian may leave written authorization for consent to treatment with an educational institution or day care center in which the minor is enrolled. The parent/guardian may also leave written authorization for consent to treatment with an individual.
- d. the minor may consent to their own treatment under the following circumstances:
- 1) the minor is on active duty with the Armed Services of the United States of America,

SABINE COUNTY EMS

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Consent	
Page 2 of 2	

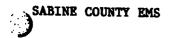
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2) Is 16 years of age or older and resides separate and apart from their parents/guardian (regardless of the duration of such resident) and is managing their own financial affairs. Regardless of source o income,

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- 3) is unmarried and pregnant and consents to hospital, medical or surgical treatment related to the pregnancy
- 4) the consent to examination and treatment is for drug addiction, dependency or any other condition directly related to drug use and
- 5) Consent is to the diagnosis and treatment of an infectious contagious or communicable disease, which is required by law or regulation to be reported by the licensed physician to a local health officer.



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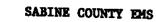
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If CPR is in progress (by first responders, family members, etc.) upon arrival at the scene, the EMS crew should continue resuscitative efforts until one of the following occurs:

- 1. spontaneous respiration and /or pulse returns
- 2. patient care is transferred to other persons with the same or higher levels of certification
- 3. patient care is formally transferred to appropriately certified/licensed personnel at a receiving hospital
- 4. the patient is pronounced dead by a physician

In cases where continuation of resuscitation is questionable, contact medical control for direction.



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# CREW QUARTERS CARE AND UPKEEP

- 1. Crew quarters are to be kept neat clean, and in good repair at all times.
- 2. The following duties will be done on a continuous basis unless call volume prohibits:

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- a. All dishes will be washed and put away.
- b. All counter tops will be wiped down using a non-abrasive cleaner
- c. All appliances will be cleaned and wiped down.
- d. All follows will be swept.
- e. Trash will be emptied

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- f. All magazines and books will be kept in a neat and orderly manner.
- g. The off-going crew will strip the beds. On-coming crews will remake beds by 10:00am

The refrigerator will be cleaned with mild soap and water one time a week unless more often is needed.

SABINE COUNTY EMS

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# DAILY VEHICLE DUTIES

- 1. The incoming crew will inspect their unit every morning for unreported damages and for any lights that may be out.
- 2. Tire pressure should be checked daily, along with tread wear.
- 3. The engine fluids should be checked each morning, along with belts.
- 4. The unit will be washed daily when permitted by weather.(rain,etc)
- 5. The inside of the unit will be swept and mopped as needed daily.
- 6. Trash will taken out of the unit daily
- 7. Units will be left with no less than a quarter of a tank of gas on units with only one tank. With units that have more than one tank should be left with one full tank and the other tank with no less than a quarter of a tank low.



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### CRIME SCENE

The first priority of EMS personnel is treatment of the patient. It is emphasized that while care is to be taken in minimizing patient and/or object movement, this is a secondary consideration and should not hinder resuscitative efforts

1. injured patient

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If resuscitative measures are begun, the following guidelines apply:

- a. Use the same route in and our of the crime scene, disturbing as little of the surroundings as possible.
- b. Note the position of the body and other pertinent objects, weapons, medications.etc
- c. Avoid cutting through or tearing apparent bullet or knife holes. Clothing should be cut (if necessary) along seams or in areas which would not compromise entrance or exit wound markings on the clothing.
- d. Place any clothing or materials in the patient's possession in paper bags and do not discard but give to the investigator.
- e. Give the law enforcement officer on the scene a detailed accurate description of body position, location of weapons, and objects touched or left by EMS. If the scene or patient is disturbed in any fashion in order to perform patient care, document the "per-disturbed" state of things on the reporting form, if at all possible and report it to the investigator.
- 2. dead on scene
- 3. if the patient is obviously dead and the death appears to be due to other than natural causes the following procedures are to be used:
- a. do not touch or move the body
- b. Immediately request the appropriate law enforcement agency, if not already on the scene.
- c. Do not touch or move any weapons, medication containers, suicide notes or any other items that may be pertinent to the incident investigation.
- d. Avoid touching doors, windows light switches, etc.
- e. Use of telephone should be only with clearance of senior law enforcement officer.

SABINE COUNTY EMS

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### **DEAD ON SCENE (D.O.S.)**

In the case of a clinically dead patient (absence of pulse and respiration0, it is the responsibility of the on scene EMS crew to determine whether or not resuscitative efforts should be started. That determination should be based on the extent of the injury and the length of down time. If there is any doubt, resuscitate and transport the patient.

**<u>NOTE</u>: should conflicts arise at the scene, contact medial control for a decision, in no case should treatment be delayed to reach a decision.</u>** 

EMS personnel will use sound judgment in providing for their personal safety, preserving the scene as needed and providing aid to survivors.

This is a sensitive matter to survivors. Careless statements and /or actions, which may be misinterpreted, should not be made.

Absence of vital signs does not "automatically" authorize EMS personnel to assume that the patient is dead. Only a licensed physician may legally pronounce death. However, in certain circumstances, death is obvious. Therefore, a patient may be considered DOS if any of the following is present:

- Decapitation
- Decomposition
- Hemisection
- 🕶 Rigor mortis
- Lividity
- Documented prolonged (>20 minutes) down time (except in cold temperature deaths.)
- Extenuating circumstances : haz-mat or mass casualty incident

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In the above circumstances the following procedure will be followed:

- 1. Document the absence of vital signs (pulse, respirations, and blood pressure).
- 2. Contact medical control to verify patient status.
- 3. Contact communications and request J.P. and / or law enforcement (if they are not already on the scene0. EMS personnel are to remain on the scene until an officer from the appropriate law enforcement agency arrives
- 4. Body should not be disturbed or removed without authorization by appropriate authority unless movement is necessary to maintain traffic flow or prevent loss or destruction of the body
- 5. All requests for funeral homes to remove the body will be handled through communications. If a family member or responsible party is present and requests a specific funeral home, communications should be so notifies.

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SABINE COUNTY EMS

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- 6. Removal of the deceased generally will be the responsibility of the funeral home contacted. EMS vehicles are not to be used to transport the known dead from the scene unless it is determined that removal of the body will alleviate a dangerous, hostile crowd situation.
- 7. EMS units and personnel should clear from the scene as soon as possible and return to service.

If a physician is on the scene and says you may stop resuscitative efforts and s/he is willing to sign the death certificate, the following procedures are to be performed:

Note: in texas, only physicians may "pronounce" death. (J.P.'s may determine cause of death and sign death certificate, the following procedures are to be performed:

- 1. Remove the IV, but circle the site of the puncture wound with a ballpoint pen for purpose of identification by the autopsy pathologist (in case an autopsy is done). Cover the wound with a Band-Aid if necessary to prevent leakage of blood from the site.
- 2. EKG electrodes should be left in place
- 3. EGTA's and /or ET tubes should be left in place. Be sure that the tube is in proper position and well secured.
- 4. Document in writing the physician's order and then have the physician sign it. Print the physician's name and mailing address under his/her signature.

SABINE COUNTY EMS

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# DRIVER/ATTENDANT RESPONSIBILITYES

Enroute to an emergency

- a. The driver is responsible for the safe operation of the emergency vehicle.
- b. The attendant is responsible for:
- 1. radio operation
- 2. siren/emergency lights operation
- 3. map reading

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ر. لور. 4. Assisting the driver in clearing hazards or intersections.

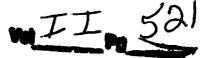
During patient transport

- a. the driver shall:
- 1. drive in a smooth controlled manner to minimize further patient injury and maximize care provided by the attendant
- 2. Relay information to the attendant regarding impending stops, turns, bumps, etc.
- 3. Run the code (1 or 3) and speed determined by the attendant.
- b. administer and document patient care
- c. establish and maintain communication with medical control
- d. Coordinate with the driver to determine the most appropriate transportation code and speed for the patient.

(See also Vehicle operations policy page 77)

SABINE COUNTY EMS

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## DRUG INVENTORY/REPLACEMENT

- 1. All drugs and IV solutions will be inventoried daily during morning checkout and stocked at the levels indicated on the daily inventory sheets.
- 2. Expiration dates will be checked daily on all drugs and solutions. Expired drugs will be replaced immediately. They will not be used under any circumstances.
- 3. Drugs should be replaced on a one-for-one basis.... Supplies are kept in a locked box in the EMS office.
- 4. Expired drugs should be turned in to the supervisor.
- 5. Narcotics will be signed in and out daily by the paramedic in charge of unit.
- 6. Narcotic forms will be turned in at the end of each month to the supervisor.

SABINE COUNTY EMS

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# EATING OUT

The following policy applies when eating away from the station.

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- 1. All unit and station check out as well as radio and equipment testing will be done prior to going out to eat.
- 2. Crews will remain available for call by having portable and land line on person while on meal break
- 3. The restaurant should be noted for its cuisine as opposed to its alcohol.
- 4. The restaurant should have good access to ma major thorough fare to ensure a prompt response even during peak traffic hours. Unit shall be parked for easy egress
- 5. Notify the restaurant manager or staff on arrival that you are subject to call and may need to leave in a hurry. If a call is received, return to pay for the meal as soon as possible.

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SABINE COUNTY EMS

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Fire Responses

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## EMS First on the Scene

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1. Upon arrival at a fire incident, the EMS unit will use approved procedures to notify the Fire Department.

2. The EMS units should be parked in a location that will not interfere with incoming fire apparatus and Fire Department operations. (i.e. parking by a fire hydrant).

- 3. EMS personnel will wear protective clothing while on the scene of the fire incident.
- 4. Make every reasonable effort to alert occupants of a structure fire to evacuate immediately.
- 5. Make every reasonable effort to prevent people from entering a burning or smoking structure and establish a safe perimeter around the structure.
- 6. Attempt to obtain information from bystanders, witnesses, occupants, etc. in order to learn if structure has trapped occupants, or other such information.
- 7. Do NOT attempt to enter a burning or smoking structure without a selfcontained breathing apparatus and a safety line tied to you, regardless if an injury or entrapment is found to exist.
- 8. You may attempt to contain and suppress the exposed fire by garden hoses, fire extinguishers or other means provided it can be performed without entering a dangerous area.
- 9. Once the Fire Department has arrived on the scene and assumed control, EMS personnel will follow standby procedures.

SABINE COUNTY EMS

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#### Fire Response

The purpose of this policy is to identify the roles and responsibilities of EMS personnel while on the scene of a fire standby as well as when they are the first emergency service unit on the scene of a fire situation. Special emphasis is placed on the safety of rescuers, bystanders and victims in order to minimize or prevent injury.

#### <u>Standby</u>

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1. Upon arrival at a working fire incident, the EMS unit will be placed in an area that is a safe distance from the actual fire (200-300 feet minimum). This area will be designated by the ranking fire department officer on the scene.

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a. EMS personnel will wear protective clothing at all times while at the a working fire. (See Protective Clothing Policy, Page 56.)

b. While driving around the fire scene, avoid driving over fire hoses, if at all possible. <u>DO NOT DRIVE OVER HOSE COUPLINGS.</u>
c. EMS crew will be available while on standard will be available

EMS crew will be available while on standby, unless dealing with patients.

2. The senior crew member will report to the ranking fire department officer on the scene in order to arrange the following:

a. The location of the EMS unit/crew that is mutually beneficial, based on good access in and out of the fire scene, at a safe upwind distance.

- b. The method by which the EMS crew will be notified if our services are required (i.e., send fireman, through EMS communications, etc.)
- c. The method by which the EMS crew will be notified if our services are no longer required.

If an injury or illness occurs at the scene of a fire, the following procedures will be adhered to:

a. Have the patient moved a safe distance before initiating any treatment. The safety of the rescuers and patients is a primary concern.

b. Do NOT take oxygen equipment near the actual fire, especially aluminum cylinders.
 c. EMS/Firefighter personnel will NOT enter a huming of emploing attraction

c. EMS/Firefighter personnel will NOT enter a burning or smoking structure without a safety line and a self-contained breathing apparatus, in addition to protective clothing. EMS personnel who are not certified firefighters will not enter a burning or smoking structure <u>under any circumstances</u>.
 d. Notify the ranking fire denominant officer of any injury/illness emergially.



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Notify the ranking fire department officer of any injury/illness, especially those requiring transport to a hospital.

#### **ON-SCENE ROLES**

- The primary medic of the first EMS unit on the scene assumes overall control and direction of other crews.
   Scene control may be taken assume to be assumed to be assumed as a scene control may be taken assumed as a scene control may be taken as a scene control
  - a. Scene control may be taken over only by previously designated personnel with supervisory responsibility.
     b. Scene control may be ratio might be to be a scene control may be ratio might be to be a scene control may be ratio might be a scene control may be ratio might be a scene control may be ratio might be a scene control may be ratio might be a scene control may be ratio might be a scene control may be a scene control may be ratio might be a scene control may be scene control may be a scene co

b. Scene control may be relinquished in deference to the patient's need for advanced care.

- 2. Other medical personnel on scene. a. PHYSICIAN: In instances
  - PHYSICIAN: In instances where a physician who is not the patient's personal physician appears on the scene and elects to direct the care of the patient, thus assuming medical control of the scene, the following guidelines should be used:
    - 1) The physician should identify him/herself and his/her specialty to the senior EMS crew member.
    - 2) After identification, contact should be made with the hospital physician to secure a transfer of medical direction.
    - If approved by Medical Control, the on-scene physician should then sign a document identifying himself and his willingness to accept responsibility.
    - 4) The physician then MUST accompany the patient to the hospital and fill out necessary documents, including the patient run form. The signature should be complete and legible, and the form dated and witnessed.
    - 5) Nothing in this policy shall be construed so as to be in conflict with Rule 197.5 of the Texas State Board of Medical Examiners.
  - OTHER EMS: At times, individuals with EMS certification but from outside an organization's service area will coincidentally be passing through the service area at the time of an emergency and will offer assistance. These individuals should not be allowed to participate in patient care before showing written verification that their certificate is valid. Regardless of the certification level of these individuals, scene control will remain with the primary medic of the first in crew.

Persons with advanced certification will not be permitted to administer invasive treatment unless:

- 1) medical control in direct voice contact delegates such treatment. OR
- 2) the assisting medic can be identified as being on a list with permission to use local protocols. If this verification cannot be immediately obtained, the assisting medic will function at BLS level under direct supervision of the scene control medic.

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#### ON-SCENE ROLES, cont'd

- c. NURSES AND OTHER ALLIED HEALTH PERSONNEL: These persons are not trained in pre-hospital care and are not certified or licensed to administer it. Before allowing these persons to assist in patient care, their certification/license should be verified. The extent to which they participate in patient care is solely determined by the scene control medic.
- 3. FIRE DEPARTMENT PERSONNEL are responsible for all fire suppression, hazard control and heavy extrication.

NOTE: In all rescue and extrication operations the role of EMS personnel will be to direct patient care and advise rescue teams on phases of the operation which might compromise the patient's condition. Unless specifically trained, EMS personnel will not direct the technical aspects of patient rescue.

4. LAW ENFORCEMENT OFFICERS are responsible for traffic control and

control

of disruptive bystanders.

NOTE: All EMS vehicles should be parked so as to be clearly visible and not presenting a further traffic hazard or obstruction. Further, all accident scenes should be cleared as soon as possible so that traffic flow can resume and the probability of more accidents is minimized.

- 5. OTHER EMS SERVICES ON THE SCENE: These situations usually arise when the exact location of the emergency is unknown and two or mores services are dispatched to the general area where the emergency is thought to be. In the following, it is assumed that all parties are acting in a good faith manner solely in the best interest of the patient.
  - a. When approaching the scene of an obvious emergency which is out of the prescribed jurisdictional service boundary, the crew should continue their response and initiate patient care as required with usual protocols.
    - 1) If a crew from the area of jurisdiction does not arrive prior to the point in patient care when transport is needed, the crew should transport to their usual medical facility.
    - 2) If a crew from the area of jurisdiction does arrive prior to patient transport, then both crews should negotiate further patient treatment and cooperatively determine transport destination.
  - b. If a crew arrives at a scene within their jurisdiction and finds another service already initiating patient care, negotiations should be made as to who will continue patient care and transfer to medical facility.

SABINE COUNTY EMS

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Occasionally, EMS responders may be faced with a situation where the unit has been called to the residence and no one appears to be present in the home. In the situation where the patient is believed to be alone and is now medically unable to unlock a door or verbally respond, the EMS responders may consider using forced entry.

Forcible entry will be used only in cases of bonafide emergencies where other measures to obtain access are unsuccessful. The following procedures are to be followed:

- 1. If there is no answer at the residence, have communications try the call back number.
- If the call back number is ineffective, without endangering themselves, EMS personnel will try all doors and windows.
   If no unlocked openings to the structure are found to the structure opening.
- 3. If no unlocked openings to the structure are found and available information does not verify that an emergency situation exists, then the EMS unit may return to service.
- 4. If a bonafide emergency is found to exist, or available information suggests an emergency does exist, then the following procedures are to be followed:
  - a. Law enforcement assistance is to be requested and a supervisor is to be notified of the emergency.
  - b. Forcible entry locations should be sought that will minimize damage to the structure. However, reasonable efforts to gain access should be made regardless of the damage estimations.
  - c. All personnel will use extreme caution in providing for their own safety. Protective clothing will be worn for all forcible entry efforts (i.e. breaking windows, etc.).
- 5. All pertinent facts of the situation will be documented on the narrative part of the run form.
- 6. The EMS crew will submit a detailed incident report to their Director (or supervisor) no later than 24 hours after the incident.

NOTE: Law enforcement is normally empowered in such situations to gain immediate entry when necessary. "EMS PERSONNEL SHOULD RESEARCH CITY/COUNTY ORDINANCES TO UNDERSTAND THEIR RIGHTS AND OBLIGATIONS IN SUCH SITUATIONS."

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#### HANDLING OF VALUABLES

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When the patient is conscious and coherent, the handling of valuables is discouraged.

If contact with patient valuables (purse, wallet, etc.) is necessary (i.e., to search for medication or identification), it should be done in the presence of at least one witness from outside our EMS service, such as a law enforcement officer or other official, and documented.

If removal of patient valuables is justified by a need to reduce possible injury (i.e., rings on injured fingers), this should be witnessed by a law enforcement officer or other official and the jewelry placed or taped to a safe location on the patient or bagged and placed in a safe location.

IN ALL INSTANCES, THE HANDLING OF VALUABLES (AND THEIR DESCRIPTION SHOULD BE CLEARLY DOCUMENTED ON THE AMBULANCE RUN FORM AND THE WITNESSES IDENTIFIED.

(Check local hospital policy regarding valuables as some hospitals may require that all patient valuables be turned over to hospital security, or some other authorized personnel, upon your arrival.)

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#### HAZARDOUS / FLAMMABLE MATERIALS

- Emergency incidents that are suspected to involve a hazardous material will be treated as such until proven otherwise. Suspect hazard in any spill, leak, or rupture of containers (boxes, cans, barrels, etc.) whose contents are not <u>immediately</u> identifiable--locations such as:
  - a. Chemical plants and warehouses
  - b. Research laboratories
  - c. Train derailments
  - d. Accidents involving tanker trucks
  - e. Storage facilities
  - f. Gas line ruptures

Also, any vehicle displaying placards with an ID number ( or an orange panel on tank trucks), is carrying a hazardous material. The ID number may be on the sides or on the ends of the vehicle, tank truck, or rail car.

2. Park your vehicle in a strategic and safe area upwind and upslope of the scene or the suggested distance from the scene as noted in the DOT Hazardous Material Emergency Response booklet based on the specific material hazards. If the material is unknown, a minimum distance of 1500ft will be utilized. (A closer initial survey distance may be possible if there are no initial indications of HazMat--vapor cloud, fire, placards, shape of transport vehicle, etc.)

3. Attempt to identify the material. (Binoculars may be utilized for this purpose.) Refer to the D.O.T.

Emergency Response Guidebook for Hazardous Materials, 1990.

NOTE: No rescue or entrance into the rescue area will be performed until the material is identified

and appropriate protective clothing and equipment has been acquired for EMS rescuers. In some specific cases, with certain types of materials, EMS will not enter the hazardous material scene, because the proper protective equipment will not be available to them. Obvious dead patients of a hazardous material scene will not be rescued unless there is no risk to the EMS personnel.

(EMS should not be involved in extrication or rescue of victims at a HazMat scene unless trained to the appropriate level as required by S.A.R.A. Title I, and they have the appropriate protection gear. EMS personnel SHOULD be trained to treat contaminated victims after the fire/rescue team delivers them to the decontamination area.)

- a. Notify communications for appropriate assistance.
- b. If the material can be identified as harmless, proceed into the incident area and attend to the patient care.
- c. If the material cannot be identified as harmful, DO NOT go into the incident area without proper protective gear and back up.

NOTE: Regardless of the distress of the patient(s), do NOT jeopardize yourself, your crew, or your unit. STAY OUT OF THE INCIDENT AREA UNTIL ADEQUATE ASSISTANCE ARRIVES.

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#### HAZARDOUS/FLAMMABLE MATERIALS ..... pg 2 of 2

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The minimal amount of protective clothing to be worn by personnel entering the scene will be bunker coat and pants, helmet and gloves. Full protective clothing involves disposable coveralls, three pairs of PVC gloves, knee high butyl rubber boots, and a self-contained breathing apparatus. Bunker coat and helmet may also be used. (Coveralls, gloves, and respiratory protection should suffice for EMS personnel once Fire/Rescue has performed decontamination of the patient.)

- 4. Rescue Procedures for contaminated Patients of a Hazardous Material Emergency
  - a. Staging Area I (Red)

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This is the hazardous material contamination zone and / or first contact of the patient . (This should be performed by fire/rescue unless EMS is trained to the proper level and

the appropriate protective equipment.) Patient is to be extricated to a safe area and immediately stripped of all clothing. Patient's clothing will remain in this area. Immediately after the patient has been stripped, s/he will be moved to Staging Area II.

#### b. Staging Area II (Yellow)

One rescuer will perform priority care only, while the other will was the patient as thoroughly as possible. Priority care will involve airway maintenance, control of major bleeding, and IV therapy only. contaminated equipment that is not absolutely essential will remain in this area. The patient will be moved to Staging Area III.

c. Staging Area III (Green)

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The patient will be put on a stretcher and covered with a sheet. The rescuers' contaminated protective clothing and equipment will remain in this area before entrance into the ambulance. EMS personnel treating the patient during transport will put on a

set of disposable coveralls and gloves. Priority care and additional (necessary) treatment will be initiated during transport. Respiratory protection might still be necessary. Make

certain the hospital is notified that you are coming in with a contaminated patient.

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## HELICOPTER EVACUATION

Under certain prescribed situations, helicopter evacuation may be the transportation mode of choice. Contact Medical Control with patient's situation and condition, and if the patient meets all of the criteria for transportation by helicopter, the following procedure should be followed:

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#### Dispatching

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After assessing the need and feasibility of air transport, contact communications to call and request the service. Provide communications with:

- 1. your name and affiliation
- 2. patient information ( presenting problem, current condition, etc.) and the emergency situation.
- exact location of the patient
   weather conditions at your location
- 4. weather conditions at your location 5. any unusual circumstances (heread
  - any unusual circumstances (hazardous materials, downed power lines, etc.)

#### Packaging

Generally, the flight crew will take care of patient packaging. You may, however, assist them by doing as much of it as possible before they arrive. In some of the aircraft, the maximum allowable space is little more than the width of a backboard. Make the patient as compact as possible, but be sure you can still provide the care needed.

#### Landing Site Preparation

Contact Dispatch with request for Fire Department and Police Department to arrange for landing site. These departments will secure the landing site.

Close all doors and windows of EMS unit.

#### Safety Considerations

THE PILOT OF THE HELICOPTER IS RESPONSIBLE FOR ALL SAFETY CONSIDERATIONS and all operations of the aircraft. S/he will determine if the weather permits safe flight, if the landing zone is secure and if the patient is properly prepared for flight.

Once the aircraft lands, do not approach it until the pilot signals for you to do so. Always approach the aircraft from the front and NEVER from the tail section for any reason.

Do not assist the crew with opening and closing the doors or loading and unloading equipment. Flight crews will direct the loading and unloading of patients and let you know how you may help them.

Crowds should be kept at least 100 feet from the aircraft at all times.

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Upon arriving at the receiving hospital, patient information concerning critical patients should be communicated directly to the receiving emergency room staff. Further, every effort will be made to leave a complete written report on the patient's chart. Complete the appropriate paperwork, clean and restock the unit, and return to service as soon as possible after completing the call.

More specific procedures are as follows:

- A. The primary medic will remain with the patient until a report is given to the nurse who will be responsible for the patient. The waiting time can be used to begin completing paperwork. The other partner(s) can begin cleaning and restocking the unit.
- B. The unit is to be cleaned and restocked as needed after each call. If the unit and equipment need extensive cleaning, it may be best for all crew members to begin clean up. When the majority of the clean up has been completed, paperwork may be completed by the attending personnel, while the restock of the unit is done.
- C. Advise communications as soon as the unit is available for calls, even if paperwork has not been completed. Whenever possible, paperwork should be completed and a copy of the run sheet left on the patient's chart prior to leaving the hospital. If the crew receives a call prior to completing the run form, the copy should still be left with the patient chart. "Incomplete" should be written across the form.

UPON RETURN TO THE HOSPITAL\*\*\*\*\*\*\*\*THE FORM SHOULD BE COMPLETED

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INCIDENT REPORT FORM

This form is to be used to document unusual occurrences of all types. Appropriate uses include those incidents which require administrative (medical or operational) follow-up or which have the potential for problems arising at a later date. The use of this form is for the protection, both medically and legally, of the EMS Provider as well as the employee involved in the incident.

This form should be completed immediately after the incident, if possible, so that facts and sequences are fresh in the mind.

In the area provided:

- 1. Indicate name and title of person filling out the report.
- 2. Fill in the date
- 3. What type of incident occurred. This may be completed by indicating with whom the interaction occurred (i.e., physician interaction). The call number, address, and patient's name will be provided in this section as well.
- 4. Discuss the incident. This should include all pertinent details, be limited to the actual facts, and be void of personal impressions and/or bias.

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This policy is designed to go beyond AIDS to include a rational approach toward all potentially infectious diseases prehospital persons face in their work environment. These include everything from hepatitis B, lice and scabies, meningitis, tuberculosis, salmonella, to the childhood diseases of mumps, chickenpox, measles, etc., to sexually transmitted diseases, to the herpes viruses.

To ensure a safe working environment, it is essential that every patient be considered to be a potential carrier of an infectious disease. Sound infection control practices must be used on all patients, not only those suspected of being a disease carrier.

"Your best lines of defense are to lead a healthful life-style, use appropriate protective gear, and was your hands often. you are your own best friend when it comes to infection control."

**REMEMBER:** When it comes to infectious diseases, patient confidentiality must always be maintained.

1. **PERSONAL HYGIENE** 

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- a. Check your hands often for even small breaks in the skin such as dermatitis or chapped hands. Protect nonintact skin as needed.
- b. Wash your hands thoroughly. Use an appropriate soap (see chart on next page), lather, scrub for at least 15 seconds, rinse well, and dry with a clean towel. Use the towel, not your bare hands, to turn the facet off. Towelettes (which do not require water) to clean your hands are supplied in the ambulance. Use a moisturizer to prevent skin cracking from frequent washing.
- c. If your uniform gets soiled, put on a clean one as soon as possible. Keep dirt out from under your fingernails. Keep your hands out of your mouth, nose, and eyes.
- d. When you get sick, you have a responsibility to your co-workers as well as your patients, many of whom have low resistance to infection when they call the ambulance. Therefore, check with your supervisor to determine if you need to stay home or if you can work and just wear a mask, etc. Open sores or cuts should always be covered.

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Infection Control, cont'd.

#### NEEDLES 2.

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Be particularly careful with needles. They should not be recapped, purposefully vent, broken, cut or removed from disposable syringes. In other words, do not in anyway manipulate used needles by hand. "Sharps" should be disposed of only in approved puncture-resistant containers which are provided in the drug box and on the ambulance. Be conscious of used needles! Contaminated needle containers shall be sealed and incinerated when full. DO NOT place contaminated needle containers in trash bins or dumpstsers. Report all needle sticks to your supervisor.

#### UNIVERSAL PRECAUTIONS 3.

The Following summarizes recommendations by the U.S. Centers for Disease Control (usually referred to as "Universal Precautions") and shall be our policy.

- Wear latex gloves when handling blood and other fluids requiring Universal Precautions, items soiled with blood, substances that contain а. visible blood, or other fluids requiring Universal Precautions.
- Immediately and thoroughly wash your hands or other skin surfaces after b. contact with blood or other fluids that require Universal Precautions, after contact with substances that contain visible blood, and after removing gloves. (If soap and water are not readily available, alcohol wipes, a wet towelette, waterless foam or soap, water alone, or any clean cloth, paper towel, napkin or article of clothing can be used to wipe the blood and clean hands or other skin surfaces until more thorough hand washing is possible.)
- Wear protective clothing or other gear when there is a chance of being splashed by blood or other fluids that require Universal Precautions. C. Depending on the situation, you may only need gloves--or you may need additional protection, such as goggles ( required to be carried on Texas ambulances), a mask, or surgical-type gown. Gowns need only be splashproof--or keep an extra uniform handy and change if a patient's blood splatters on your shirt. A simple pair of eyeglasses ( with or without a prescription) is suitable eye protection in most cases.
- Wash your hands after taking the gloves off. When putting on or d. removing gloves, do not use your teeth. Pull gloves off so that they are inside-out, the contaminated side not exposed. Put them in a RED plastic bag or other container to prevent getting blood on your clothes or vehicle seats. DO NOT REUSE GLOVES. Do not eat, drink or smoke while wearing gloves.

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#### Infection Control

## BODY FLUIDS REQUIRING UNIVERSAL PRECAUTIONS:

Blood (including menstrual blood) Semen Vaginal secretions (including menstrual discharge) Amniotic (pregnancy) fluid Cerebrospinal (brain and backbone) fluid Synovial (join) fluid Pleural (chest) fluid Peritoneal (abdomen) fluid Pericardial (heart) fluid

# BODY FLUIDS NOT REQUIRING UNIVERSAL PRECAUTIONS UNLESS VISIBLE BLOOD IS PRESENT:

Feces Nasal secretions Saliva Sputum (lung mucus) Sweat Tears Urine Vomit

Studies of health care workers and family members have shown that these substances do not spread HIV. However, they may spread other types of infections.

#### 5. CLEANING OF EQUIPMENT

Proper cleaning of equipment and work surfaces is essential to the maintenance o of a healthy environment. Cleaning involves two important steps: washing and disinfecting.

Washing is the physical removal of visible surface debris with WARM water and soap. ;Disinfecting cannot be accomplished unless washing has occurred.

Disinfecting is the use of chemicals to kill infectious pathogens and reduce the possibility of cross contamination. Antiseptic soaps used for hand washing are not effective as disinfecting agents and should not be used as such on the vehicle and equipment. In this policy, we shall refer to disinfecting with a 1:10 Sodium Hypochloride solution (fresh solution of chlorine bleach in water).

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Water should never be left in the ambulance bay buckets after cleaning is finished. Mop heads will be routinely changed.

If you know a patient had an infectious disease, check with the infection control coordinator at the hospital for the appropriate cleaning routine for that particular problem, for both the ambulance and the equipment.

Respiratory and oral secretions as well as wound drainage should always be considered infectious.

All equipment contaminated with blood or other bodily fluids shall be thoroughly decontaminated after each use in accordance with the following cleaning procedures:

- a. Ambulance
  - 1: Clean the floor and walls on a regular basis or when heavily soiled. The floor and walls need not routinely be disinfected since patients will not be in direct contact with these parts of the vehicle.
  - 2. After EACH transport, surfaces touched by the patient, surfaces in contact with blood or bodily fluids, and surfaces touched by health care providers while treating patients shall be CLEANED and DISINFECTED. Disinfecting shall be with a liquid "hospital disinfectant" which is tuberculocidal or with a 1:10 Sodium Hypochlorite solution. It is not necessary to air out the vehicle or disinfect items not contacted by the patient or health care provider.

Blood spills shall be soaked up and the area washed with soap and water.
 <u>Gloves shall be worn at all times while cleaning areas covered with blood.</u>
 A 1"10 Sodium Hypochlorite solution shall be used to disinfect the affected area.

1) Spine boards and stretchers shall be cleaned in this manner whenever contaminated with blood.

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2) Cervical collars and other reusable items often contaminated with blood shall be thoroughly cleaned with soap and water and allowed to soak in a 1:10 Sodium Hypochlorite solution for at least ten minutes. Prolonged soaking may damage equipment. After soaking, rinse with water and allow to AIR dry whenever possible. Further, whenever possible, items shall be disassembled so as to ensure that all parts are adequately cleaned / disinfected.

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c. Soiled/contaminated linens and single use equipment.

1) With patients suspected of, or diagnosed as having a communicable disease, dispose of contaminated items by double

- bagging in plastic bags of not less than 1.5 mil thick each.
- 2) Linens shall be bagged separately.
- 3) Prior to applying clean linens to the stretcher, personnel shall wash their hands and take appropriate measures to prevent the cross-contamination of clean linen.
- d. Airway equipment
  - Bag/Valve mask. Disassemble completely and wash with mild soap and warm water. Soak the washed parts in a 1:10 Sodium Hypochlorite solution for 20 minutes. Remove, rinse with water, and allow to dry for at least one hour.

2) Suction units. Use disposable canister liners whenever possible. Aspirated contents shall be emptied carefully at drain level to decrease the chance of splashing. The container shall be washed

with soap and warm water, then disinfected with a tuberculocidal agent. Rinse and dry with paper towel if time doesn't permit air drying.

- 3) Disposable tubing shall be used when possible. Permanent tubing shall be washed and disinfected as described above.
- 4) Filters between the vacuum source and the aspirated contents canister shall be changed regularly or when contaminated. Additionally, other parts of portable suction units, such as the piston cylinder on Laerdal models, may require disassembly, washing and disinfecting.
- Stethoscopes and blood pressure cuffs.
  - Stethoscopes may harbor pathogenic organisms and shall be cleaned on a daily basis and whenever contaminated with blood or bodily fluids, or whenever used on a patient with a communicable disease. To clean, wipe off with mild soap and warm water followed by wiping with a tuberculocidal agent.
  - Blood pressure cuffs. Remove the bladder and wipe off with a 1:10 Sodium Hypochlorite solution. Rinse with water and allow to air dry. Hand wash cloth or vinyl cuff with detergent and warm water, then rinse and allow to air dry. Reassemble when completely dry and check for proper function before placing back in service. Wipe all exterior surfaces with 1:10 Sodium Hypochlorite solution.

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# Recommended Personal Protective Equipment for Worker Protection Against HIV and Hepatitis B Virus Transmission in PreHospital Settings

Task or Activity	Disposable Gloves	Gown	Mask	Prot. Eyewear
Bleeding Control with spurting blood	yes	yes	yes	yes
Bleeding Control with minimal bleeding	Yes	. <b>no</b>	no	no
Emergency Childbirth	Yes	Yes	Yes,if splashing is likely	Yes, if splashing is likely
Blood Drawing	At certain times	No	No	No
Starting an IV line	Yes	No	No	No
Endotracheal Intubation, esophageal obturator use	Yes	No	No,unless splashing is likely	No, unless splashing is likely
Oral/Nasal suctioning, manually cleaning airway	Yes	No	No, unless splashing is likely	No, unless splashing is likely
Handling/cleaning instruments with microbial contamination	Yes	No, unless splashing is likely.	No	No
Taking Vital Signs	No	No	No	No

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## HANDWASHING AGENTS

Agents	Brand Names	Action	
Bar soaps	Safeguard Ivory Dial	Helps remove organisms, but does not kill them.	
Liquid soap antiseptic	Safe 'N Sure	Helps remove organisms, but does not kill them.	
Alcohol foam agents	AlCare Cal-stat	Kills staph, strep, and fungus organisms	
Povidine-iodine	Betadine Acu-dyne Prepadyne	Kills staph, strep, and fungus organisms	
Chlorhexidine gluconate	Hibiclens Hibistat	Kills staph, strep, fungus, and viruses.	

From: Infectious Disease Handbook for Emergency Care Personnel, by Katherine H. West, Philadelphia: J.B> Lippincott, 1987.

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#### INVENTORY CONTROL

Each employee is responsible for the care, accountability and cleaning of all equipment on the unit and in the station. Care includes daily inventory and inspection of all equipment to ensure it is available for use and proper functioning when needed, securing all equipment from unauthorized access or use and maintaining a working knowledge of all equipment. Investigations of lost or missing equipment determined to be the result of negligence will result in disciplinary action.

1. All equipment should be cleaned and tested during each morning's checkout inventory. Any missing or damaged equipment will be reported to the supervisor on duty using the Lost or Damaged Equipment form.

a. Units are to be inventoried by off-going crew prior to being relieved of duty and verified by the oncoming crew.

- 1) Off-going crew will completely restock the truck after each call.
- 2) On coming crew will check to make sure unit is equipped and operational
- b. Any missing or damaged equipment should be reported within 1 hour of crew change. Any missing or damaged equipment not reported within that time frame, becomes the responsibility of the on duty crew.
- 2. All equipment should be cleaned after each use.
- 3. Monitor /Defibrillator batteries will be rotated for deep discharge on a regular basis. The batteries should be left on the charger only long enough to obtain a full charge.
- 4. Anytime a unit is parked and unattended in public (except during a call), the truck should be switched off and keys removed.

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#### **JAIL RESPONSES**

- 1. When responding to the jail, the stretcher and appropriate equipment should be removed from the vehicle and taken to the patient.
- 2. All doors and windows to the unit are to be closed and locked if left unattended.
- 3. Any equipment brought into the jail facility must not be left unattended in prisoner access areas.
- 4. Check with personnel at the booking desk as to exact location of the patient.
- 5. If a prisoner is transported, law enforcement should accompany or closely follow the ambulance to the receiving facility. If the patient is to be handcuffed, law enforcement MUST accompany the patient in the back of the ambulance.

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**MEDICAL DIRECTOR** 

The Medical Director of EMS has control over your ability to use advanced skills since EMS personnel work under the auspices of the Medical Director's license. Therefore, the Medical Director may deny you the right to use advanced skills at any time during employment.

The EMS Medical Director may take the following disciplinary steps regarding EMS personnel: counseling, a report documenting the medical error, probation, or denial of your use of advanced skills. S/he may also require the individual to take appropriate remedial or corrective measures which may include but are not limited to retraining, testing and / or field/hospital preceptorship.

Depending upon the severity of the medical error, the Medical Director may skip any step (counseling, documentation, or probation) and deny your use of advanced (and/ or basic) skills. S/he may also recommend disciplinary action to the Texas Department of Health, including revocation of certification.

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Medical / Call Related Information 1.

> No personnel shall publicize or release confidential information unless authorized to do so by one's supervisor.

Non-confidential call-related information which may be released to the media includes only the following:

Location of call

Hospital to which the patient was transported.

General condition of the patient as call was received.

Any requests from the news media for more detailed information should be referred to one's supervisor.

Caution should be exercised to NOT disclose the following:

Information concerning the patient including assessment of injuries Information prejudicial to law enforcement investigations. Information not based on fact

Information which might be an invasion of privacy, such as suicide, overdose, psychiatric, etc.

#### 2. Media Interviews

Personnel shall not grant interviews to the news media unless authorized to do so by one's supervisor.

#### 3. Written materials

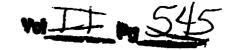
Any articles, advertisements, or other written materials developed for publication in local, state, national, or international publications on any matter of the EMS service, or referencing the EMS service directly or indirectly must have the approval of the Director of the service.

Written articles should be submitted to one's supervisor prior to submission for publication.

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All EMS calls should be regarded as true emergencies, with patient care being the single most important factor.

Family members riding to the hospital in the ambulance is <u>discouraged</u> because they tend to place the medical staff in a position of sharing attention with the patient. These distractions of assuring family members of the patient's condition, injuries and treatment given can present a significant problem to the EMS caregiver. Attentiveness toward the patient's chief complaint, injuries, vital signs, stabilization and psychological support can be critically compromised by these distractions.

However, it is recognized that occasionally there will be exceptional cases in which the EMS crew may decide that it is necessary to have a family member accompany them in the ambulance. In such cases, the following guidelines should be used:

- 1. Requests by friends or family of the patient to accompany them to the hospital are left to the discretion of the crew.
- 2. Only one friend or family member may be allowed to ride.
- 3. They ride in the driver's compartment of the unit unless the patient is a minor and the parents have a calming effect on the child.
- 4. Seat belts and door locks will be used.

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5. THE EMOTIONAL STATE OF THE PASSENGER SHOULD BE SUCH THAT IT WILL NOT INTERFERE WITH THE TREATMENT OF THE PATIENT.

The only exception to the above guidelines is if the patient is a child and both parents request to accompany him/her. In this case, one parent may ride in the treatment compartment and the other in the driver's compartment. Guidelines 4 and 5 above will still apply.

The reason for allowing the rider and his/her name and relationship to the patient should be documented in writing.

NOTE; LIABILITY REQUIREMENTS OF THE INSURANCE CARRIER MAY BE COMPROMISED IN SPECIFIC SITUATIONS. THIS SHOULD BE RESEARCHED BEFORE INITIATING POLICY.

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Under normal circumstances EMS personnel should not attempt to restrain a violent patient. Law enforcement personnel should be called for assistance. However, any patient who presents a significant threat to him/herself or others may be physically restrained by EMS personnel.

When patient restraint becomes necessary, the following procedures will be used:

- 1. Soft wrist and ankle restraints along with folded sheets are the only authorized restraining materials.
- 2. Use techniques which will cause no injury to the patient, i.e., the minimum amount of force possible will be used to secure the restraints.
- 3. Restrains shall allow for a small amount of movement in each extremity. In no case shall they be so secure as to prevent all movement.
- 4. Pulses and other measures to assure distal circulation will be checked frequently following the application of restraints.
- 5. Contact medical control ASAP and advise them of the specifics of the situation and the reason for the restraints.
- 6. Get assistance from a peace officer when possible and, if available, get the officer to accompany the patient in the ambulance to the hospital. (If the patient is handcuffed, the officer MUST accompany the patient in the back of the ambulance.)
- 7. At the termination of the call, fully document all pertinent details including signatures of witnesses if possible.

NOTE: A restrained patient has no way of exiting the unit in an emergency and is, therefore, totally dependent on the EMS crew for their safety.

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# POLICE NOTIFICATION OF EMS RESPONSE

Whenever a call for emergency assistance is received from any source other than a 911 Operator, law enforcement is to be immediately advised by communications of EMS response.

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EMS employees will not solicit or accept any gifts, gratuities, loans, fees, or any other thing of value, whether directly or indirectly related to services of Sabine County EMS.

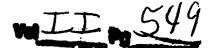
Any attempts at solicitation should be relayed to the EMS director.

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#### **RADIO/PHONE COMMUNICATIONS**

- 1. EMS personnel should attempt to follow a consistent protocol when communicating patient information to other medical personnel via phone or radio. The following procedure will be used when communicating with the Emergency Department.
  - a. First, alert the Emergency Department Physician as to the urgency of the information to be transmitted. Transmissions can and should be brief and to the point and not require "decoding" by the Emergency Department Physician
  - b. Next, state the patient's age and sex followed with a clear and concise description of the situation and patient condition as determined by your assessment.
  - c. Report pertinent history and vital signs, and describe the treatment rendered.
  - d. Conclude with a request for orders, if necessary, and your ETA.

\*\*\*Example\*\*\*

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"This is Medic 6. We are Code 3 with a 36 year old male patient from a motor vehicle accident. The patient has an open chest wound and internal injuries. Patient is secured to a backboard and c-collar, high flow oxygen, PASG are in place and inflated. An IV of Lactated Ringer's has been initiated with a large bore catheter running wide open. Vital signs are: Pulse 128 and irregular, Respirations 8 and labored, Blood Pressure 82/40. Our ETA is five minutes."

NOTE: All communications regarding treatment should be clear, complete and fully stated. When communicating with a physician regarding patient care, state exactly what has been done.

- 2. Radio Reports. All personnel are expected to utilize the correct format and sequence in all radio reports.
  - a. Response Acknowledgments
    - 1) When a considerable distance from the vehicle, i.e., hospitals, restaurants, etc., crews will acknowledge by portable radio as soon as possible. Example: "Medic 2-received"
    - 2) Crews will acknowledge by vehicle radio, as soon as possible, that they are responding/enroute.
    - 3) Crews should notify Communications of any delay in response, traffic congestion, blocked RailRoad crossing, etc.



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Radio/Phone Communications, cont'd.

- b. Arrival Acknowledgment Crews will notify Communications of the unit's arrival at the incident location.
- c. Status Report A status report will be transmitted as soon as the unit can determine if they will transport.

#### d. Departure Report The unit signature resp

The unit signature, response code, number of patients and destination will constitute the departing report. Example: "Medic 1, Code 3, 2 patients to Sabine County Hospital."



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# **REFUSAL OF TREATMENT TRANSPORT**

When a patient refuses treatment and / or transport by a responding EMS service for whatever reason, the following steps should be taken:

- Assess physical and neurological status of the patient to the best of your ability as patient permits.
   If deemed an emergent situation combine to the patient of
- If deemed an emergent situation, explain to the patient the necessity of seeking further medical help by being transported to a local facility.
   When possible, have your partner a family membrane.
- When possible, have your partner, a family member, or a law enforcement officer explain the same concerns to the patient.
   If the natient still refuses to be transported hour the same concerns to the patient.
- 4. If the patient still refuses to be transported, have them sign an "against medical advice (AMA)/refuse of transport" form detailing the refusal by patient name, incident, time, date and witnesses. When possible, have a law enforcement official witness the refusal form
- 5. If the patient will not sign the refusal form, document the refusal and get substantiating witness signatures, preferably law enforcement, if possible.
- 6. The refusal form should be signed and witnessed in the appropriate area, with printed names beneath signatures.

NOTE: Full patient information--name, address, age, DOB, phone, vital signs, a brief description of the injury, and the treatment given shall be documented on the run form.

#### Regarding Witnesses

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- a. EMS personnel may sign as witnesses on a refusal form.
- b. On any unusual or questionable refusal, a law enforcement officer, fire department personnel, or credible bystander should sign as a witness.
- c. It should be made clear that the co-signer is witnessing only the refusal and not making a comment on any medical situation.

SABINE COUNTY EMS

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#### SELF-PROTECTION

This policy provides guidelines for EMS personnel to protect themselves from physical danger by a violent person with or without a weapon.

- 1. In all cases where the threat of physical harm is probable (i.e., domestic violence, hostage situations, psychiatric patients, any situation where there may be weapons on the scene), EMS personnel should contact law enforcement through communications before entering the area. The EMS crew should NOT enter the area until law enforcement reports that the scene is secure. At no time should personnel attempt to manage the situation without aid. Primary emphasis in such situations should be the safety of the crew.
- 2. If already on the scene, EMS personnel, when threatened with bodily harm either by serious verbal threat or weapon(s), should make every effort to avoid a confrontation by leaving the premises/scene and requesting law enforcement assistance.

Under situations where EMS personnel are exposed to serious verbal threat or threat by weapon(s) where efforts to avoid confrontation are unsuccessful, and person injury seems imminent, then EMS personnel may use any measure reasonable and prudent to protect themselves from injury or death. Immediately notify law enforcement.

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SABINE COUNTY EMS

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In the event a patient reports that s/hc has been sexually assaulted, the following procedure should be followed:

- 1. <u>With the patient's permission</u>, contact law enforcement immediately. If a weapon is involved, then law enforcement MUST be contacted. To protect patient confidentiality, avoid using the patient's name or the nature of the injury over monitored radio frequencies.
- 2. History taking should be limited to information pertinent to the patient's injuries and subsequent treatment. Any detailed description of the assault is unnecessary and may be psychologically injurious to the patient.
- 3. Injuries should be treated following standard triage principles. Wounds containing debris should not be cleansed at the scene, unless they are life threatening. The site of the sexual assault should not be examined by EMS personnel unless obvious bleedings needs to be controlled.
- 4. In addition to the treatment of physical injury, particular attention should be paid to the psychological injury suffered by the patient. Referral to a Sexual Assault Program will be helpful. A non-judgmental attitude must be maintained by the EMS crew.
- 5. The patient should be advised not to wash, shower, brush his/her teeth, use a mouthwash, douche, urinate or defecate (if at all possible) prior to examination in the Emergency Department. If the assault was oral, they should be advised to not smoke or drink.(This is important so that potentially valuable physical evidence may be preserved prior to the hospital examination.)
- 6. The scene should be treated as any other crime scene with special attention given to the preservation of evidence.

a. Any clothing that must be removed should be handled as little as possible, and give to law enforcement.

- Each garment should be placed separately in its own paper bag. It is preferable that each piece of clothing be folded inward, placing a piece of paper against any stain, so that the stains are not in contact with the bag or other parts of clothing.
- 2) If moisture of any kind is on the clothing and might leak through the paper bag, then the bag should be placed inside a larger paper bag with the top of the second bag left open.
- b. If it is necessary to cut off items of clothing, be sure <u>not to cut through</u> existing rips, tears, or stains if at all possible.
- c. Circumstances and time permitting, recommend that a change of clothes be brought along to the hospital. (In the event clothing is collected for evidentiary purposes).
- 7. Be aware that the patient has the right to refuse treatment and/or transportation, either initially or at any point thereafter. However you should stress to the patient the importance of seeking Medical Attention since injuries can go unnoticed.

SABINE COUNTY EMS

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## **SPARE BATTERIES**

All units will maintain adequately charged batteries at all times for battery powered equipment. Two fully charged spare batteries for the monitor-defibrillator will be carried on the unit(s) at all times.

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SABINE COUNTY EMS



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# THIRD-OUT RIDERS RULES AND REGULATIONS

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All EMS third-out riders are at all times, to conduct themselves with proper decorum. They are to refrain from:

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- a. Use of alcoholic beverages prior to and during shift.
- b. Use of profane or abusive language.
- Use of excessive conversations while riding in unit which may interfere with radio communications.
   Making remarks or wising opinion to patient a familiar to activate a familiar to
- d. Making remarks, or voicing opinions to patients or family members, bystanders, police officers, fire personnel, or first responders in any manner which would tend to provoke or degrade anyone or escalate tension/anxiety.
- Making known to any person not authorized, any information concerning the emergency call, patient information or outcome.
   Using information gained through the EMC third out side sector.
- f. Using information gained through the EMS third-out rider program for personal gain.
- g. Wearing on their clothing any article, sign or symbol that advertises any product, business or organization.
- 2. EMS third-out riders are to:

a. In station

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- 1) Adhere to all policies and procedures pertaining to EMS personnel while in the station.
- 2) Provide own transportation to and from the station.
- 3) Bring sufficient money to cover meal expenses as crew may eat out of the station.
- 4) Shall not bring any other person to the station during their ride out time.

b. In Unit:

- 1) Ride in designated seat with seat belt attached at all times
- 2) Remain in or near the unit while on an emergency call.
- 3) Not to remove any equipment from the unit unless expressly directed to do so by the crew.
- Third-out riders are not authorized to carry radios and / or pagers
   Are to observe only unless instructed by a crew member.
  - Exceptions are students who have clearance to perform certain procedures as a part of their training program.
- 3. EMS third-out riders may not carry any weapon during their tour of ride out.
- 4. EMS third-out riders are to dress neatly and conservatively at all times. conservative type shoes, including black athletic type shoes, or boots may be worn. It is recommended that sturdy shoes be worn. Sandals or tennis shoes are prohibited. hair must be groomed. Blue jeans, shorts and T-shirts are prohibited. Cleanliness and physical hygiene are required at all times.
- 5. All third-out riders are subject to removal for any violation of the above rules and regulations. Additionally, due to operations or training requirements, they may be asked to leave at a moment's notice.

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SABINE COUNTY EMS

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#### THIRD-OUT RIDERS IN EMS UNITS

- 1. All third-out riders must sign a Third-Out Rider Release form prior to riding out. A new release form must be signed each time an individual rides out.
- 2. Only authorized persons will be allowed to ride on an EMS vehicle.
- 3. Third-out riders must follow all requirements and rules prior to and while riding.
- 4. No one <u>under 18</u> years of age may ride regardless of affiliation, without expressed <u>written permission</u> from the Director.
- 5. It is the responsibility of all EMS personnel to assure that the rider has been approved to ride and a Third-Out Rider Release form has been signed.
- 6. It is the responsibility of all EMS personnel to note the personal appearance of each third-out rider when s/he reports to ride. If s/he does not meet the rules and regulations pertaining to dress, s/he will be advised by the EMS personnel and will not be permitted to ride until s/he has complied with the rules.

Third out riders are persons who fall into two groups--observers and student interns.

#### A. Observers

These are individuals who for some personal reason may desire the experience of pre-hospital care by observation. Observers should not be involved in the patient care process, only allowed to observe the EMS personnel render care to the patient. {Be aware that representatives of the media or legal profession may observe events that they feel compelled to make public. These persons should be screened carefully and apprised of the terms of the Rider Release form before being allowed to ride.}

B. Student Interns

Their role is to interact in the patient care process by performing duties as delegated by affiliate agreement with the training institution. Inters should perform skills, as determined by the senior medical team leader.

NOTE: Interns are in training and therefore should never be left in the role of providing sole care for the patient. Not enough skill or training may have been obtained by the student to permit critical independent judgments.

LIABILITY REQUIREMENTS by the insurance carrier must also be weighed by the EMS provider and should be thoroughly researched before involving third out riders. All third out riders should be documented on medical reporting forms.

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In consideration of being allowed to accompany Sabine County EMS personnel on ambulance calls and otherwise participate in the Emergency Medical Services Program.

I, the undersigned, binding my heirs, executors, administrators, and assigns, do hereby release and agree not to hold liable Sabine County EMS, its officers, agents, and employees from any and all actions, causes of actions, claims, injuries or death sustained by me or my property while participating in the EMS Program. I further agree, binding my heirs, executors, administrators, and assigns, to indemnify, hold and save harmless the Sabine County EMS, its agents, officers, and employees from any liability, action, claim, damage, award or judgment incurred or suffered by the above EMS Service or individuals as a result of any act or omission by me or caused by me while participating in the above named Program.

In addition, I make the following representations and acknowledgments upon which I intend the EMS service to rely:

(1) I understand and agree that while accompanying any EMS employee during his/her duties, I am to be only a lay observer and bystander with no active role whatever and that I will have and am given no duties, rights, powers of authority whatever other than those conferred by law upon any other person in like or similar circumstances as may arise from time to time;

(2) I realize and agree that while participating in this project, I will not be an agent, servant, or employee of Sabine County EMS and therefore will not be covered by Sabine County EMS for any worker's compensation, death, or disability benefits;

(3) I realize that as an inherent incident of this Program, I will at unpredictable times be placed in both foresecable and unforesecable positions of considerable danger and agree that neither the Sabine County EMS nor any of its officers or employees shall be obligated to take any steps or action to protect my person or provide a means of withdrawal or retreat for me, and release them of any duty to do so;

(4) I agree that any information I may gain, through participation in this program will be used by me only for my personal educational purposes except where I am summoned as a witness in any administrative or court proceeding;

(5) I understand that my participation in the above named program is a privilege subject to revocation at any time by the EMS Director.

Signature:\_\_\_\_\_

Date

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SABINE COUNTY EMS

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EMS personnel will, on occasion, have to deal with a belligerent/violent patient. The belligerent person, in all probability, will refuse treatment and refuse to sign a release. If possible, law enforcement should be called to witness the refusal and control the belligerent person. If the person does not need ambulance transportation, then law enforcement should assume responsibility for the patient.

Under normal circumstances, EMS personnel should NOT attempt to restrain a violent patient. Law enforcement should be called for assistance. When necessary, transportation to a hospital will be made following police arrest or restraint of patient.

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### **TRANSPORTATION OF PRISONERS**

Persons requiring treatment and / or transport by EMS who are under arrest, shall be accompanied by an on-duty law enforcement agent to the receiving medical facility whenever possible. If an agent is unavailable, the crew may at their discretion, transport without one, making clear to the responsible agency that no attempt to restrict the prisoner's exist from the vehicle will be made by EMS personnel. In no case will a prionser be transported while handcuffed without a peace offer present in the unit.

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If the vehicle breaks down, notify communications immediately. Whether enroute to the scene or to the hospital:

1. Stop the vehicle immediately.

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- 2.
- Call for a second unit if a patient is on board. Attempt to safely mark your vehicle area with proper warning devices ( triangles road flares, etc.). 3.

SABINE COUNTY EMS

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### VEHICLE MAINTENANCE

At the beginning of each shift:

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The outgoing crew will be responsible for reporting to the oncoming crew any use of supplies which have not been restocked and / or any malfunctioning equipment including the vehicle itself.

<u>The oncoming crew</u> will be responsible for verifying the on-board presence of all items on the supply list and for verifying the working condition of all medical equipment as well as all aspects of the EMS vehicle itself. Supplies will immediately be restocked and any mechanical problems will be reported and dealt with as soon as possible.

UNDER NO CIRCUMSTANCES should a vehicle be place in service which has:

- 1. supplies insufficient to meet EMS licensing requirements.
- supplies insufficient to render reasonable patient care.
   mechanical deficiencies great enough to communication.
- 3. mechanical deficiencies great enough to compromise patient care
- 4. mechanical deficiencies great enough to endanger the patient, the crew, or the public

If any one or any combination of the above occur, the vehicle should be placed out of service and replaced by a back-up unit until appropriate remedial measures have been carried out.

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SABINE COUNTY EMS

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### **VEHICLE OPERATIONS**

- 1. Code 1 designates the operation of the EMS vehicle without the use of emergency lighting and siren. Employees will drive the vehicle under routine driving procedures in accordance with the Texas Uniform Traffic Act and in accordance with the Emergency Vehicle Operator's Course. Headlights will be used when a patient is being transported or when en route to a designated emergency call.
- 2. Code 2 designated the operation of the EMS vehicle using emergency lighting without the use of an audible siren and / or air horn. Employees will not operate an EMS vehicle under Code 2 conditions as this violates state law.
- 3. Code 3 designates the operation of the EMS vehicle using emergency lighting, siren and / or air horn, and headlights (emergency conditions). Employees are authorized to drive the EMS vehicle under Code 3 conditions when:
  - a. En route to a designated emergency call.
  - b. The EMS crew determines that the patient's condition is unstable.
  - c. Communications or an EMS Supervisor give expressed authorization.
- 4. Employees operating an EMS vehicle under Code 3 conditions may exercise privileges set forth in Article 2, Section 24 of the Texas Uniform Traffic Act.
  - a. Park or stand in restricted areas.
  - b. Exceed the maximum speed limits so long as the life and property are not endangered. (NOTE: City and towns may regulate, by ordinance, the speed of any emergency vehicles within their jurisdiction.) No person shall drive on a roadway at a speed greater than is reasonable under the conditions.
  - c. Disregard regulations governing direction of movement or turning in a specified direction. (Employees are not to drive against traffic flow on a one-way street unless it is the ONLY prudent way to get to an emergency scene.)

NOTE: The above provisions do NOT relief the driver from the duty to drive with regard for the safety of all persons and does NOT protect the driver from the consequences of reckless operation of the vehicle. The driver should always consider the environment when exercising these rights, including weather conditions, traffic load, pedestrian traffic, existing hazards, etc.

5. All persons driving Code 3 will be required to come to a complete stop prior to entering a controlled intersection. A controlled intersection is defined as one where the right-of-way is controlled by a STOP sign (including ALL-WAY STOP), or a traffic signal displaying a steady or flashing red facing the ambulance.

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Vehicle Operations cont'd.

Signal controlled intersections displaying a green indication facing the ambulance will be treated with the usual caution.

- 6. All EMS employees will utilize the practices and principles of safe emergency driving as taught by the EVOC program when driving EMS vehicles.
- 7. Upon arrival at a call the EMS employee will park the vehicle in such a manner that the vehicle protects the patients or employees while not unnecessarily posing a hazard or impeding traffic.
- 8. Unless necessary for safety reasons, all emergency lighting and nonessential systems on the vehicle will be turned off upon arrival at a call.
- 9. When backing an EMS unit, one person will be required to station himself/herself at the rear of the unit to spot for the driver. If the unit is involved in a collision when utilizing a spotter, then both the driver and the spotter can be held responsible for the accident.

\*\*Should a critical patient need to be transported Code 3 and no spotter is available, then the driver should make a 360 degree walk around the unit to be sure that there is adequate clearance to back the unit safely.\*\*

SABINE COUNTY EMS

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### WEAPONS POLICY

No EMS employee, while on duty, is allowed to clean, carry or utilize any type of firearm and / or other type of weapons in violation of local, state or federal law; excepting the specific circumstances outlined below:

- A. Other types of prohibited weapons shall include but not be limited to: switchblade knives, boot knives, or any double edged knives.
- B. Small personal pocket knives or large "buck" type knives which are worn in a holster on the belt and utilized for necessary cutting (i.e., seat belts) are acceptable.
- C. While not specifically prohibited, the carrying of any chemical protective sprays is highly discouraged.

SABINE COUNTY EMS

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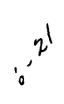
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### FEES COLLECTED IN MARCH, 2001

JEFF COX, JUSTICE OF THE PEACE, PRECINCT #1, PLACE #1	2,747.32
STEVE MILLER, JUSTICE OF THE PEACE PRECINCT #2, PLACE #1	6,606.77
TANYA WALKER, DISTRICT CLERK	2,693.00
JANICE MCDANIEL, COUNTY CLERK	10,362.30

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FINANCIAL REPORT April 20, 2001

FUND	BALANCE 3/23/01	RECEIPTS	DISBURSEMENTS	BALANCE 4/20/01
GENERAL	1,170,412.16	93,709.73	231,343.28	1,032,778.61
CRIMINAL JUSTICE PLANNING	25.00	20.00	2.50	42.50
LAW ENFORCEMENT OFFICERS ADMINISTRATIVE	4.00	4.00	0.40	7.60
LAW ENFORCEMENT OFFICERS CONTINUING EDUCATION	6.00	2.00	0.60	7.40
LAW ENFORCEMENT MANAGEMENT INSTITUTE	3.00	2.00	0.30	4.70
COMPENSATION TO VICTIMS OF CRIME	4,345.45	2,813.12	247.66	6,910.91
GENERAL REVENUE	10. <b>00</b>	10.00	1.00	19.00
ARREST FEES	1,901.58	1,105.54	0.00	3,007.12
JUDICIAL AND COURT PERSONNEL TRAINING	524.03	312.21	28.97	807.27
OPERATOR'S AND CHAUFFEUR'S LICENSE	0.00	0.00	0.00	0.00
COMPREHENSIVE REHABILITATION	5.00	0.00	0.50	4.50
BREATH ALCOHOL TESTING	0.00	0.00	0.00	0.00
RECORD MANAGEMENT FEE	16,602.00	480.00	0.00	17,082.00
COURTHOUSE SECURITY	13,807.53	846.34	0.00	14,653.87
LIBRARY	4,304.91	470.00	323.50	4,451.41
CONSOLIDATED COURT COST	4,944.34	3,191.62	271.45	7,864.51
FUGITIVE APPREHENSION	1,306.64	780.56	70.92	2,016.28
JUVENILE CRIME AND DELINQUENCY	65.13	20.00		
<b>TIVIL LEGAL SERVICES INDIGENT</b>	317.75	39.29	3.57	100.85
TIME PAYMENT	158.32	199.00	506.80	9.95
BALANCE AS OF 04/20/01	100.02	235.70	158.32 I 567	235.70 1,090,004.18

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FUND	BALANCE 3/23/01	RECEIPTS	DISBURSEMENTS	BALANCE 4/20/01
ROAD & BRIDGE #1	277,393.33	17,687.35	17,660.40	277,420.28
ROAD & BRIDGE #2	317,066.34	21,180.15	16,653.19	321,593.30
ROAD & BRIDGE #3	214,013.21	17,785.90	16,168.88	215,630.23
ROAD & BRIDGE #4	276,178.27	20,612.68	21,908.35	274,882.60
ROAD & BRIDGE SPECIAL #1	2,515.94	0.00	42.66	2,473.28
ROAD & BRIDGE SPECIAL #2	312.64	1,500.00	434.99	1,377.65
BALANCE AS OF 04/20/01				1,093,377.34

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### FINANCIAL REPORT April 20, 2001

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FUND	BALANCE 3/23/01	RECEIPTS	DISBURSEMENTS	BALANCE 4/20/01
DEBT SERVICE	7.85	0.03	0.00	7.88
RECORD RETENTIONS	19 <b>,654.3</b> 5	1,396.97	0.00	21,051.32
HOTEL/MOTEL TAX	189,166.23	10,225.31	5,601.38	193,790.16
SABINE COUNTY WATER SYSTEM IMPROVEMENTS	0.00	0.00	0.00	0.00
SABINE COUNTY EMS	24,675.00	46,507.98	<b>39,4</b> 64.16	31,718.82

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EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

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Miles traveled 893

Selected Major Activities:

**ADM. 2.6** 

- 03/01/01- Swine nutrition 5 parents, 7 4-H members, proper feeding, parasite control. 03/03/01- Junior Livenock show weigh in, lamb feeding, gost feeding, 23 4-H members, 16 parents. 03/05/01- Junior Livenock show committee meeting, 14 attended, discussed awards, judges, program Buyers committee meeting.

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- 03/08/01- Amisted with BLT program, Supermacks, East Sabine Nutrition center. 03/12/01- Something's Fishy schoole enrichment program West Sabine elementary, 64 students 1 aree teachers. 03/12/01- White Tail Deer schoole enrichment program Hemphill elementary, 84 students, 4 teachers 03/12/01- Secure show broilers for County Junior Show, Timpson Tyson Hatchery. 03/12/01- Rodeo Committee meeting, 13 anomdol, discussed plans for Rodeo, Western day, Parade. 03/12/01- Horse leaders meeting, 28 anomdol, 27 members, finalised plans for playday. 03/14/01- Aminted with BLT, Stretching Feed, Pineland Housing authority.

- 03/15/01- Travel Timpeon to secure more chicks for county show. 03/15/01- Assisted with BLT, East Sabine Nutrition center, Serving Size Busters.
- 03/16/01- Soil/Vegtable program, 7 attended. 03/17/01- Sabine Youth Foundation Prospect subow fundraiser, 55 members, 61 adults.
- 03/19/01- Saothe Found Foundation Frompets and with the second book training. Character counts, 41 members, 28 adults. 03/19/01- Horse club leaders meeting, discussed events, member participation swards. 03/21/01- Assisted with BLT, Snecking Healthy, Hemphill elementary. 03/22/01- Youth Foundation meeting, 16 strended, finalized plans for roofing arena.

- 03/22/01- Assisted with BLT, Saachin Holashy, Homphill elementary.
- 03/23/01- Herd Health Clinic, 9 attended, program on injection size damage, casteration, dehorning, parasite control

03/26/01- Rodeo committee meeting, 13 strended, continued planning and committee update. 03/29/01- Assisted with BLT, Healthy meals in a minute, Pineland Housing suthority. 5 news articles, 85 4-H newsletters, 78 Boelit Porage news letters, 44 office visits, 25 farm vsits, 61 phone calls

Major Plans for Next Month:

04/02/01- Junior Show Committe meeting 04/02/01- Youth Foundation committee meeting 04/06/01- Annual Youth IN Agriculture Day 04/07/01-4H Community Service Track Off Day 04/07/01- Junior Livenock Show weigh-in 04/11/01- Inservice Insect & Disease training Overton. 04/16/01- Hemphill 4-H club meeting 04/18/00- Horn Fly Control Demonstration

- 04/19/01- Grafting Clinic
- 04/21/01- 4-H Horse Club Playday
- 04/22/01- Grooming Clinic

04/25/01- Broiler/Turkey/Rabbitt Selection Clinic 04/27-28/01- Sabine County Junior Livestock Show

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Bolmer NAME Iohn B. Toper 44 COUNTY Sabine

TITLE County Extension Agent-Ag

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DATE \_\_\_\_04/09/01

Tame Agricultural Estantion Service - The Taxos A & M University System - Dr. hatter Public, Dis r · Cal

## The Texas A&M University System MONTHLY SCHEDULE OF TRAVEL

Name: John B. Toner

Title: County Extension Agent-Ag

County: Date	Month, M	ARCH		
F	Activity	Mileage	Meals	- Lodging
03/01	Visit projects, Ellison, Ferguson, Williams	37		
03/03	Junior Livestock Show Weigh-in	22		
03/05	Junior Livestock Show committee meeting	22		
03/09	Secure Somethings Fishy/White Tail Deer modules	240	6.00	
03/12	Set Up Somethings Fishy West Sabine Elementary	20	0.00	
03/12	Set Up White Tail Deer Hemphill Elementary	4		
03/12	Rodeo Committee meeting	22		
03/12	Horse Club leaders committee meeting	22		<u> </u>
03/12	Secure Broilers for County Show Timpson, Tyson Hatchery	122		
03/15	Travel to Timpson to pick up more broilers	122		
03/17	Sabine County Prospect Show	22		
03/19	Hemphill 4-H club meeting	<u> </u>		
03/19	Horse club leaders committee meeting	22		
03/17	Sabine County Horse club Playday	22		
03/23	Herd Health Clinic	22		
03/26		20		
	Rodeo Committee meeting	22		
03/29	Travel Colmesneil to deliver school enrichment to Polk Co. A	130	6.00	
ther Ex	Penses in field (list):	893	12.00	······································

Other Expenses in field (list):

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in the performance of my official duties for the month shown.

Date: 04/09/01

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signed: John B. Joken

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M. A.

### TAMMY REEVES, RTA SABINE COUNTY TAX ASSESSOR / COLLECTOR P.O. BOX 310 MEMPHILL, TX. 75948 (409)787-2287 Fax (409)787-4753 PINELAND SUBSTATION (409)584-3909

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### SABINE COUNTY TAX OFFICE MONTHLY REPORT OF SABINE COUNTY COLLECTIONS March 2001

	Monthly	Year-to-Date	<b>Balance Duc</b>
2000 COLLECTIONS: County Tax Lovy		\$1,193,058.98	1 <b>46,467.71</b>
Supplements	285.57	10,173.41	146,753.28
Adjustuscuts	(329.53)	(12,501.42)	146,423.75
Early Past. Disc.		(18,464.91)	
Refund Part. Disc.		14,64	
Refunds		501.91	
Current Del.	(16,163.17)	(52,745.88)	130,269,58
Collections		(989,837.95)	
Penalty & Interest	1,416.92	2,945.97	

15% Additional Penalty

Percentage of 2000 taxes collected: 89.06% **DELINQUENT COLLECTIONS:** 186.361.49 Balance Due \$299,287.30 342.45 Supplements (2,297.77) 186,193.06 Adjustments (168.34) 182,700.75 (24,637.47) **Del.** Collections (3,492.31) 15.89 Refund Disc. (9.65) **Refund P&I** Refunds 554,43 1,673.43 9,376.30

Penalty & Interest 1,673.43

15% Additional Penalty 759.69 5,120.84 Note: All year-to-date totals are cansulative from October 1, 2000. The beginning balance of delinquents is base tax only. It does not reflect the penalty & interest, therefore, the ending balance is base tax only.

I hereby certify with my official scal of office that the above figures are true and correct records of collections and adjustments made through the Salaine County Tax Office.

MML OUUS Reeves Sabine County Tax A/C

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April 5, 2001

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# TAMMY REEVES, RTA SABINE COUNTY TAK ASSESSOR / COLLECTOR P.O. BOX 310 HEMPHILL, TX. 75948 (409)787-2207 Fax (409)787-4753 PINELAND SUBSTATION (409)584-3909

### SABINE COUNTY TAX GUVICE MONTHLY REPORT OF SABINE COUNTY STATE COLLECTIONS March 2001

Balance Due	Monthly	Year-to-Date \$ 467.29	Balance Due 462.35
Supplements			
Adjustments		(2.44)	
Del. Collections	(1.50)	(4.00)	460.85
Penalty & Interest	3.84	10.09	
15% Additional Penalty	.90	2.11	

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Note: All year-to-date totals are cannolative from October 1, 2000. The beginning balance of delinquents is base tax only. It does not reflect the penalty & interest, therefore, the ending balance is base tax only.

I hereby certify with suppofficial seal of office that the above figures are true and correct records of collections and adjustments made through the Subine County Tax Office.

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 April 5, 2001

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Monthly Report of Fees Collected by Tammy Reeves, Tax Assessor & Collector for Sabine County, Sabine County Hospital District, City of Pineland, Hemphill ISD and West Sabine ISD.

<u>March 2001</u>					
		DISBURSEMENTS	DISBURSEMENTS		
<b>COUNTY FEES:</b>	RECEIPTS	TO COUNTY	TO OTHER AGENCY		
AD VALOREM	17,580.09	17,580.09	-0-		
DEL. AD VALOREM	3,493.81	3,493.81	-0-		
AD VALOREM P & I	2,437.76	1,677.27	760.49		
HOSPITAL	5,221.49	52.22	5,169.27		
DEL. HOSPITAL	1,015.35	10.15	1,005.20		
HOSPITAL P & I	797.31	5.66	791.65		
HISD	47,835.58	478.36	47,357.22		
DEL. HISD	9,022.21	90.22	8,931.99		
HISD P & I	5,557.93	36.86	5,521.07		
PINELAND CITY	429.88	-0-	429.88		
DEL. PINELAND CITY	71.40	-0-	71.40		
PINELAND CITY P & I	53.05	-0-	53.05		
WEST SABINE ISD	7,929.25	-0-	7,929.25		
DEL. WEST SABINE	1,435.17	-0-	1,435.17		
WEST SABINE P & 1	935.73	-0-	935.73		
HEMPHILL CED	264.21	2.64	261.57		
HEMPHILL CED P & I	349.81	2.73	347.08		
WEST SABINE CED	52.82	-0-	52.82		
WEST SABINE CED P & 1	79.83	-0-	79.83		
TAX CERTIFICATES	10.00	5.00	5.00		
COPIES	25.50	25.50	-0-		
NSF FEES	-0-	-0-	-0-		
COUNTY ALCOHOL	-0-	_0_	-0-		
COUNTY OTHER	<b>\$2.8</b> 0	-0-	262.33		
BOAT & MOTOR REG.	2,595.00	259.50	2,335.50		
COUNTY INTEREST	296.23	296.23			
TOTALS:	107,572.21	24,016.24	83,735.50		

### **DEALER TAXES:**

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SPECIAL DEALER INV.	188.18	-0-	-U-
DEALER INTEREST	.60	-0-	-0-
TOTALS:	188.78	-0-	-0-

### SALES TAX FEES:

BOAT & MTR. SALES TAX	4,944.82	247.24	4,697.58
MOTOR VEH. SALES TAX	27,188.59	-0-	27,188.59
TOTALS:	32,133.41	247.24	31,886.17

STATE FEES:			
REGISTRATION	81,487.21	90,898.05	770.20
ROAD & BRIDGE	10,710.00	12,774.90	395.10
TITLE APPLICATIONS	1,742.00	670.00	1,082.00
YOUNG FARMERS	265.00	-0-	265.00
STATE ALCOHOL	-0-	-0-	-0-
STATE INTEREST	65.83	65.83	-0-
TOTALS:	94,270.04	104,408.78	2,512.30

<b>COMPLETE TOTAL</b>	234,164.44	128,672.26	118,133.97

The State of Texas County of Sabins I HEREBY CENTIFY THAT THESE DOCLMENTS WERE FILED AND DULY RECORDED IN THE CONFISSIONER COURT MINUTES OF SABINE COUNTY, TEXAS VOL J PAGE TSO JANICE MEDANIEL COUNTY CIENT MAY 8. CO. BY MANN Deputy

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