

## **ADDENDUM TO AGREEMENT FOR AMBULANCE SERVICES**

**THIS ADDENDUM TO AGREEMENT** (“Addendum”) is made and entered into on this 1<sup>st</sup> day of May-2024, and amends that certain AGREEMENT FOR AMBULANCES SERVICES of even date, and is by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (“County”) and **COLUMBIA EMERGENCY SERVICES, INC.**, a Florida Corporation, whose address is 360 NW Bascom Norris Drive, Lake City, Florida 32055 (“Contractor”).

### **RECITALS**

**WHEREAS**, the County has selected and agreed to an Agreement for Ambulance Services (the “Agreement”) with the Contractor;

**WHEREAS**, the County recognizes that the Contractor is a “start up”, meaning that the Contractor does not currently own the equipment it intends to use in fulfilment of its contractual duties, is not yet sufficiently staffed to fulfil its contractual duties, and will require significant organization and investment before performance of the duties required of the Contractor under the Agreement;

**WHEREAS**, it is in the public interest to develop and maintain emergency medical services that are responsive to the demands of Columbia County’s citizens, and to do so in as cost-effective a manner as possible;

**WHEREAS**, the County recognizes the importance of providing fast, responsive, compassionate, and thorough emergency response through provision of Ambulance services;

**WHEREAS**, the County recognizes that if Contractor does not meet certain milestones and is not otherwise fully operational at least thirty days prior to the Agreement start date, the County will look to a backup contractor to provide these critical, life-saving services;

**WHEREAS**, the County further recognizes that if Contractor materially breaches the Agreement or cannot or will not provide Ambulance services during the term of the Agreement for any reason, the County must have alternative, back-up contractors engaged to immediately fill the County’s needs;

**WHEREAS**, Contractor recognizes the County’s concerns and agrees that the County intends to expressly condition the Agreement in all respects on Contractor’s timely performance of each of the milestones set forth herein; and

**WHEREAS**, Contractor has examined the schedule of milestones, and has agreed to the timely and complete performance of each.

**NOW THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

### **I. RECITALS**

The above recitals, all of which are true and accurate, are included herein by reference and made a part of this Addendum.

## **II. DEFINITIONS**

The definitions provided by the Agreement are incorporated herein by reference.

## **III. TERMS AND CONDITIONS**

A. Conflict with Agreement: If any of the terms or conditions of this Addendum conflict with the terms of the Agreement, this Addendum shall control.

B. Start-up Benchmarks. To ready itself for provision of services at the level required by the Agreement, the Contractor shall complete each of the following items on or before the deadline provided:

- a. State of Florida licensure. Contractor shall present evidence of licensure to operate necessary Ambulance services in Columbia County.

DUE DATE: August 1<sup>st</sup> - 2024

- b. Acquisition of ambulances. Contractor shall have all necessary ambulances located within the County. With the exception of radio and electronics to be installed pursuant to deadlines set forth below and perishable items, the ambulances shall be fully operational and equipped to provide Ambulance services in accordance with the Agreement.

DUE DATE: September 1<sup>st</sup> - 2024

- c. Hiring of Medical Director. Contractor shall present evidence of its engagement of a medical director to provide services to Contractor in accordance with the Agreement.

DUE DATE: May 1<sup>st</sup> – 2024 Complete

- d. Hiring of personnel. Contractor shall present evidence that it has hired and has presently on staff no fewer than 30% professionals qualified and licensed to provide Ambulance services in accordance with the Agreement. Contractor's support staff shall not be counted toward this total.

DUE DATE: August 15<sup>th</sup> - 2024

- e. Proof of all policies of insurance required by the Agreement. Contractor shall present evidence that it has obtained and will be fully covered by the policies and in amounts required by the Agreement.

DUE DATE: September 1<sup>st</sup> - 2024

- f. Equipment coordination meeting. The Contractor shall meet with representatives from County dispatch, 911 operations, and radio operations to verify the necessary radios, computers, and any other equipment (the "equipment") which must be installed to each ambulance in Contractor's fleet to ensure safe and efficient integration with County systems. Equipment is expected to include but may not be limited to Mobile Data Terminals, Automatic Vehicle Location devices, mobile and portable radios and access by the Sheriff for SmartCOP MCT.

DUE DATE: July 1<sup>st</sup> - 2024

- g. Acquisition of equipment. All equipment shall be in possession of Contractor and ready for installation.

DUE DATE: September 1<sup>st</sup> - 2024

- h. Installation of equipment. All equipment shall be fully installed in each ambulance and ready for testing to begin.

DUE DATE: September 1<sup>st</sup> - 2024

- i. Final successful testing of equipment. Contractor shall present all equipment to County staff for inspection and performance testing. All equipment must perform to specifications provided at the equipment coordination meeting.

DUE DATE: September 1<sup>st</sup> - 2024

- j. Proof of satisfactory inspection of all ambulances by the State of Florida.

DUE DATE: September 1<sup>st</sup> - 2024

- k. Final hiring of all personnel. Contractor shall present evidence that it has hired and has on staff all personnel necessary to operate and provide Ambulance services as required by the Agreement. Specifically, Contractor's evidence shall show engagement or employment of the following individuals:

- Chief Executive Officer responsible for performance of day-to-day operations in fulfilment of the Agreement.
- EMT/Paramedics X 100%
- Medical Director – May 1<sup>st</sup> - 2024
- Billing and collections back office staffing or services

DUE DATE: Sept 1<sup>st</sup> - 2024

- l. Training of all personnel completed. Contractor shall provide evidence that

all personnel are trained in accordance with the requirements of the Agreement.

DUE DATE: September 1<sup>st</sup> - 2024

- m. All ambulances fully outfitted as required by the Florida Department of Health or any other applicable state or federal regulation.

DUE DATE: September 1<sup>st</sup> - 2024

- n. Proof of licensure of all personnel provided to the County manager.

DUE DATE: September 1<sup>st</sup> - 2024

- o. All physical operating locations for provision of ambulance services shall be under lease, occupied, connected to necessary utilities, and ready for service.

DUE DATE: August 1<sup>st</sup> - 2024

- p. Field testing of ambulances. After all prior benchmarks are met, Contractor shall deploy staffed, ready ambulances to EMS calls as coordinated with County dispatch and 911. Field testing will be conducted for no less than ten consecutive days prior to the due date.

DUE DATE: September 1<sup>st</sup> - 2024

- C. Backup Contractor. Contractor understands and agrees that because Contractor is a start-up operation the County has engaged or will engage a stand-by contractor or contractors to serve in Contractor's stead in the event Contractor fails to meet any of the foregoing benchmarks or in the event Contractor shall otherwise materially breach the Agreement.

Contractor understands and agrees that failing to satisfy any of the requirements of this addendum will result in the County declaring breach and immediately engaging its backup contractor to provide Ambulance services to the County pursuant to Section V.I. of the Agreement.

**[REMAINDER OF PAGE IS BLANK]**

04/30/2024

*Staff comments incorporated.*

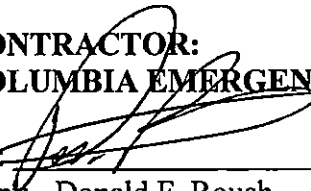
**IN WITNESS WHEREOF**, the parties have signed this agreement as of the day and year first above written.

**COLUMBIA COUNTY, FLORIDA**

**By:** \_\_\_\_\_  
Ron Williams, Chairman  
Board of County Commissioners

**ATTEST:** \_\_\_\_\_  
Jay Swisher, Clerk of Courts (SEAL)

**CONTRACTOR:**  
**COLUMBIA EMERGENCY SERVICES, INC.**

**By:**  \_\_\_\_\_  
**Print:** Donald F. Roush  
**Title:** President