

**REQUEST FOR PROPOSALS
AND STATEMENT OF QUALIFICATIONS
COUNTY WIDE AMBULANCE SERVICE
PROJECT NUMBER 2016-A**

RFP # 2016-A

INTENT AND GENERAL INFORMATION

The Columbia County Board of Commissioners (Board) is soliciting Proposals and statements of qualifications from qualified reliable ambulance services providers, for county wide ambulance services at no cost to the Board.

The Board is seeking the highest quality, most reliable ambulance services providers. The successful contractor will offer services equal or better than the quality currently enjoyed by the Board.

The Board reserves the right to accept or reject any and /or all submissions, to approve or reject any sub-contractors, and to waive any technicalities or informalities, as determined to be in the best interest of Board.

SUBMITTAL

An original (unbound) and four (4) copies for a total of five (5) of each submission must be received in a sealed package prominently marked on the outside with the words “**RFP # 2016-A Ambulance Services**”.

DEADLINE for receipt of submittals in response to this Request is February 24, 2016 at 11:00 a.m. Proposals should be mailed to Columbia County Board of Commissioners, P.O. Box 1529, Lake City, FL 32056-1529, or hand delivered to: 135 NE Hernando Ave. Room 203, Lake City, FL 32055. Submissions by fax or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted, but will be returned unopened to the sender at the sender’s expense.

**COUNTY WIDE AMBULANCE SERVICE
PROJECT NUMBER 2016-A**

SCOPE OF SERVICES

GENERAL DESCRIPTION

It is the intent of this solicitation to receive Proposals and statements of qualifications for county wide ambulance services for the Columbia County Board of Commissioners.

The Board is seeking the highest quality most reliable ambulance services provider. The successful contractor will provide information on how they can offer services equal or better than the quality currently enjoyed by the Board.

The successful contractor shall be exclusively responsible for providing all emergency ambulance services, throughout Columbia County, as well as additional associated support services.

The Board desires clinical excellence; superb response time performance; cost containment; professional and courteous image. Under this Contract, the relationship between the Board and the contractor should always be one of cooperation in order to provide the best service for Columbia County.

The Board desires to negotiate a contract similar to the sample contract attached hereto.

The services shall include, but not be limited to, the management and operation of all Ambulances.

The Board mandates that the Contractor will provide high quality services and performance standards.

Columbia County reserves the right to reject any/or all Proposals. Columbia County reserves the right to waive informalities.

For additional information concerning the purchasing process contact Ray Hill Purchasing Director, Columbia County Purchasing Department, at (386) 719-2028. For questions regarding current EMS operations, contact Jeff Crawford at (386) 758-3907.

DESCRIPTION OF SERVICE AREA

Columbia County is a rural community located in North Central Florida. The County is located at the cross section of Interstates 75 & 10. The County has an approximate population of 66,000. Columbia County occupies an area of seven hundred ninety-seven (797) square miles. It is the intent of the Columbia County Board of Commissioners to contract for a service area that includes the unincorporated area of Columbia County and the Town of Fort White only.

The median age is 40 years and the population is comprised of approximately 10,800 people aged 65 and older.

Cities include Lake City (Pop. 12,000) and Fort White (Pop. 560).

There are ten (10) nursing and personal care facilities, two (2) hospitals that receive emergency patients and one (1) VA medical center.

COMMUNICATIONS

Columbia County will provide dispatch services equipment and dispatch personnel through the Emergency Communications Center. This RFP does not contain a requirement for these services.

Contractor shall furnish and maintain all necessary equipment and support to communicate with Dispatch including, but not limited to, radios, MCTs, and pagers. All radios that will be used to communicate with 911 Dispatch must have the MDC (Motorola Data Communications) Unit ID programmed. All unique ID's will be provided to the service provider so their radio shop can program them into the mobile and portable units.

TERMS AND CONDITIONS

Conformity and adherence to the terms and conditions of this solicitation shall be a condition considered by Board as part of its review process.

In determining submission acceptance, any data submitted or related to the solicitation, required or voluntary, shall be subject to evaluation as deemed appropriate and in the best interest of the County, including the conduct of the contractor or any representative of the contractor with regard to any Board official or employee. Inaccurate and misleading information provided in a contractor's submittal may result in rejection of the submittal.

Submittals in response to this solicitation will be reviewed against the criteria listed herein, and award of a contract shall be made in accordance to standard purchasing procedures, the Board Procurement Policy and applicable regulations of the State of Florida.

Submittals will be evaluated on the basis of submitted materials, references, and/or interviews as applicable.

INSURANCE

Columbia County will require a hold harmless agreement from the Contractor covering personal injury, property damage, and/or professional responsibility claims that result from performance of this contract.

Columbia County will also require a certificate of insurance and a copy of the policy in which Columbia County is named as an additional insured for:

- Automobile liability in the amount of \$1,000,000.00 for each accident for bodily injury and property damage
- General liability of \$1,000,000.00 for each occurrence of bodily injury and property damage
- Professional liability in the amount of \$1,000,000.00 for each claim
- Workers' compensation- amount shall be as required by Florida law based upon Contractor's employees.

SUBMITTAL

Submittals shall not contain information in excess of that requested, must be concise and must specifically address the issues of this RFP. It is requested that the response be no more than 10 pages (excluding resumes and reference letters) and titled Letter of Interest and Statement of Qualifications, RFP # 2016-A. Resumes shall be limited to two pages per person that will be assigned to this project.

The submittals shall include the following:

- Brief overview of the contractor's history and organization that includes the name of the contractor's contact person, telephone, fax number and email address.
- Description of the contractor's expertise in managing a county wide ambulance service, with specific emphasis on emergency medical services.
- Resumes of all personnel that will be assigned to the project with a copy of their professional license, including your proposed Medical Director. Provide client contact information for all similar projects listed in resumes.
- List other County's that the contractor has performed county wide ambulance services similar in nature as those request in this solicitation.
- Provide a short narrative outlining your Company's approach to manage the county wide ambulance service to the level of quality desired by the citizens of Columbia County. Include the number of ambulances proposed for the County and your proposed reserve plan. Narrative should also describe your ability to meet or exceed desired response times.
- Relative to the scope of services for the project, describe the specific ability of the company. Include any innovative approaches to providing the services: briefly describe your quality assurance/quality control program. Describe how your company ensures reliability in providing quality service to citizens of Columbia County.
- Proposed basic charges for services including:
 - BLS
 - ALS1
 - ALS2
 - Mileage
 - No Transport

Provide information on your company's Quality Assurance Plan.

Provide a list of insurance networks your company participates with.

Provide information on any and all accreditation obtained by the company. Provide information of any circumstances under which any contracts were terminated, failure to complete and allegations of deficient service if applicable.

Describe the circumstances of any bankruptcy filings or terminations of emergency ambulance service involving your organization within the past five years.

List all litigation in the past five years involving your organization or any principal officers in connection with any contract for similar services. Include the title of the case, case number, court, and monetary amount.

List any instances of major regulatory actions or sanctions against your organization, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.

SELECTION AND EVALUATION PROCEDURES

The Board will utilize a selection committee consisting of Board staff who will review and rank all submittals received. The evaluation criteria listed below will be utilized to evaluate companies. The Board may choose to short list the submittals and invite companies to give an oral presentation to the Board. The Board shall be the sole judge of its own best interests, the submittals and the resulting negotiated agreement. The Board's decision will be final.

Companies will be evaluated using a number of factors including, but not limited to, the following:

1. Experience and expertise of the company to meet the needs of the County.
2. Qualification and abilities of personnel.
3. Company's experience and expertise involving the scope of service for this RFP.
4. Client reference letters.
5. Charges
6. Ability to provide desired level of quality service.
7. Quality of insurance networks.
8. Cost (if any) to the County.
9. Accreditation.

**SCORE SHEET – TO BE USED BY THE
SELECTION COMMITTEE
RFP # 2016-A
RATING CRITERIA**

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	<u>Max Score</u>	<u>Rating</u>
1. Cost to the County	<u>20</u>	_____
2. Qualifications and Abilities of Personnel	<u>15</u>	_____
3. Company's Experience with Scope of Services for RFP	<u>20</u>	_____
4. Charges	<u>10</u>	_____
5. Client References for similar Projects	<u>10</u>	_____
6. Ability to provide desired Level of and quality of service	<u>15</u>	_____
7. Quality of Insurance Networks	<u>5</u>	_____
8. Accreditation	<u>5</u>	_____

Name of Company Being Scored: _____

Schedule

Proposals Due – February 24, 2016

Evaluation and Ranking Committee Meets – March 2, 2016

Present to Board for Final Ranking – March 17, 2016

Approval of Final Contract –

Contract Begin Date – October 1, 2016

**AGREEMENT FOR AMBULANCE AND EMERGENCY
AND NON-EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT is made and entered into on this 1st day of July 2016, 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"); City of Lake City, Florida, a municipal corporation, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055, (to the extent of its rights and responsibilities hereunder and as a consenting party), ("City"); Contractor.

RECITALS

- A. The County recognizes that the systematic provisions of emergency medical services save lives and reduces disabilities associated with illness.
- B. The County also recognizes that it is in the public interest to develop and maintain emergency medical services because such services are essential to the health and well-being of the citizens of the County. To that end County published its solicitation for Letters of Interest and Statement of Qualifications to provide privatized emergency ambulance and advanced life support medical services for the unincorporated area of Columbia County and the Town of Fort White.
- C. In response to the County's solicitation for such services, County selected Contractor, which presently is engaged in providing such services to other counties and cities in Florida and other states, as the most qualified entity to provide the unincorporated area of Columbia County and the Town of Fort White ambulance and advanced life support services which includes health services involving examination, diagnosis, treatment, prevention, medical consultation and administration for advanced life support (herein collectively "Emergency Medical Services") or ("EMS").
- D. Upon being issued a Certificate of Public Convenience and Necessity ("COPCN") for Columbia County, Florida, Contractor will be fully licensed by the Florida Department of Health (the "Department") as required by Section 401.25, Florida Statutes.
- E. City has recommended that County issue Contractor a COPCN covering the entire area of Columbia County, including the area of both City and Town of Fort White and that City be provided with EMS by Contractor under and in accordance with the terms, provisions, requirements and limitations of this Agreement. County has considered the recommendations of the City and consent for Emergency Medical Services to be provided to the citizens of the City by the Contractor in accordance with the terms, provisions, requirements, and limitations of this Agreement.

- F. Contractor has advised both County and City that it is willing and will provide the entire area of Columbia County, including the areas of both City and Town of Fort White with Emergency Medical Services as provided for in and required by this Agreement, which will result in the most efficient and cost effective method of providing such services.
- G. It is understood and agreed by Contractor that neither County, City, nor Town of Fort White shall pay Contractor any monies to subsidize the Contractor's cost for providing the Emergency Medical Services to the County, City and Town of Fort White under the terms of this Agreement.
- H. At no cost to Contractor, County will furnish and manage for and on behalf of Contractor emergency ambulance dispatch and communications services through the County's emergency management communication dispatch center, the cost of which services shall be shared between the County and City in accordance with the provisions of an Interlocal Agreement between County and City entered into contemporaneously with the execution of this Agreement.
- I. The purpose of this Agreement is to protect and enhance the public health, welfare, and safety of its citizens through the establishment of emergency medical services and transportation plans, provide for minimum standards for emergency and non-emergency medical services, personnel, vehicles, and medical direction.
- J. While Contractor shall receive no subsidy from either the County or City with respect to its providing Emergency Medical Services under the terms of this Agreement, the County and City will each separately lease to Contractor the space to house vehicles. (current contractor leases space at CCFR station 46, CCFR station 44, CCFR fair grounds station, and LCFD station 1). Leases will be negotiable as part of contract negotiations.
- K. Contractor represents as follows:
- (i). Contractor is authorized to do business in the State of Florida and has all requisite power and authority in Florida to carry on its business as now conducted to own or hold or otherwise its properties and to enter into and perform its obligations under this agreement and under each instrument described herein to which it is or will be a party.
 - (ii) This agreement has been duly authorized by all necessary actions on the part of Contractor and has been duly executed and delivered by Contractor, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof at the time such action is required (i) requires the approval and consent of any other party, except such as have been duly obtained, certified copies thereof having been delivered to County; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Contractor; or (iii) the charter or bylaws of Contractor or any other

agreement or instrument in existence on the date of this agreement to which Contractor is a party.

(iii) This agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(iv) There are no pending actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this agreement.

(v) Contractor is fully capable, financially and otherwise, to perform its obligations hereunder.

(vi) During the entire term of this agreement, Contractor shall maintain in a current status its licensure as an advanced life support service as required by Section 401.25, Florida Statutes, and all other local, state and federal laws.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and the above recitals all of which are true and accurate and are included in and made a part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

Contractor agrees as follows:

Contractor shall operate all day-to-day operations, including field operations, monitoring of deployment plan, billing, collections, purchasing and other operational functions, Contractor shall negotiate all mutual aid agreements with final approval by County, maintain all facilities and equipment except as provided herein or in leases, hire/fire, employ and provide or arrange for in-service training of all field personnel, propose and provide justification for rate changes, manage all billing and collection functions, provide monthly financial reports to the County, solicit in good faith the recommendations of the County, the public and other hospitals operating within Columbia County in providing emergency and non-emergency medical service, cooperate with and respond to the County on matters related to patient care, and generally operate as an independent contractor all aspects of the ambulance system's operations excluding the 911 Communications Center.

I. DEFINITIONS

“Advanced Life Support (ALS)” means the treatment of life-threatening and non-life-threatening trauma and medical conditions through the use of techniques, such as, but not limited to, endotracheal intubation, the administration of drugs or intravenous fluids,

cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to Florida law and rules of the Department.

“Agreement Administrator” means the County Manager, or his/her designee. The County Manager shall serve as the liaison between Contractor and the County.

“Ambulance” means any vehicle that is designed, constructed, reconstructed, maintained, equipped, or operated for and is used for or intended to be used for land transportation of sick or injured persons requiring or likely to require medical attention during transport.

“Base Station Physician” means a physician authorized to practice under Florida Statutes and regulations knowledgeable in the medical protocols, radio procedures and general operating policies of the EMS System, and a person from whom emergency medical technicians and paramedics at any training level, may take medical direction by radio or other remote communication device.

“Basic Life Support” means treatment of medical emergencies by qualified persons through the use of techniques, such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical anti-shock trousers, administration of a subcutaneous injection using a pre-measured auto-injector or epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the emergency medical technician basic training course through a curriculum of the United States Department of Transportation. The term “basic life support” also includes other techniques which have been approved and are performed under conditions specified by rules of the Department.

“Basic Life Support (BLS) Level Patient” means the acuity of the patient requiring interfacility non-emergency ambulance transport is such that the medical director has authorized the care to be managed by an EMT.

“City” means the City of Lake City, Florida, a municipal corporation, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055.

“Contractor” means _____ and with its principal place of business at _____.

“County” means Columbia County, Florida, including all incorporated areas (City of Lake City and Fort White).

“Default” means the Contractor’s non-compliance with the standards and performances as defined in this agreement, or other covenants of this agreement.

“Department” means the State of Florida Department of Health, its divisions or other state agencies, such as the Agency for Health Care Administration, having jurisdiction over EMS or Ambulance Services.

“Dispatch” shall mean Columbia County Combined Communication Center.

“Disaster” means an occurrence of a severity and magnitude that normally results in death, injuries, and/or property damage, and which cannot be managed through routine procedures and resources of the EMS system, as declared by Federal, State or County government.

“Emergency” means any request for ambulance services received via 911 which may be of a life- or limb- threatening nature and which apparently requires immediate response by an ambulance.

“Emergency Calls” are those received via the 911 Public Safety Answering Point(s) (PSAP) or a county emergency management communications center.

“Emergency Medical Personnel” means those persons who are First Responders, Emergency Medical Technicians or Paramedics volunteering or working for the Fire Districts/Departments and the Contractor.

“EMS” means emergency medical services.

“EMS System” means the comprehensive coordinated arrangement of resources and functions to respond to medical emergencies and provide emergency and non-emergency ambulance service.

“Emergency Medical Technician” (EMT) means a person who is certified by the Department to perform basic life support pursuant to Florida Statutes.

“Emergency Medical Technician-Paramedic” (EMT-P) means a person who is certified by the Department to perform all ALS procedures.

“Fair Market Value (FMV)” shall be the value agreed to by the parties and if the parties cannot agree then the value as established by an independent appraiser agreed to by the parties. If the parties cannot agree on an appraiser, then an appraisal shall be appointed by a court of competent jurisdiction in Columbia County, Florida.

“First Responder” means any person, Fire Department vehicle, police vehicle or non-transporting ambulance capable of providing appropriate basic or advanced first responder service, under the first responder program approved and administered by the Medical Director.

“Fuel” means diesel fuel of gasoline used for ambulances in furtherance of emergency services.

“High Performance (ALS) EMS System” means those systems, which are clinically effective, provide response time reliability and cost effectiveness simultaneously.

“Initial Coverage Plan” means that plan to deploy Contractor resources during the first 90 days of operation to specific locations on an hour by hour, day by day basis to achieve the response time requirements.

“Long Distance Transport” means any transport originating in the County and terminating at a destination other than Columbia County and any transport originating from other than Columbia County and terminating in the County.

“Medical Director” means the licensed physician (or his/her designee) selected by the County, City or Contractor as herein provided who serves and carries out the duties as described in, but not limited to Section IV.A. Said physician provides medical supervision, including appropriate quality assurance.

“Medical Protocol” means any diagnosis-specific or problem oriented written statement of standard procedure, or algorithm, promulgated by the Medical Director as the medically appropriate standard of out-of-hospital care for a given clinical condition.

“Medical Priority Dispatch System (MPDS)” means that system to prioritize incoming medical calls as outlined by the National Academy of Emergency Dispatch.

“Minor Infractions” means those individual instances of non-compliance with the Contractor performances (e.g. response time to a single incident) required throughout the agreement.

“Mutual Aid Agreement” means a written agreement between one or more providers of emergency medical services whereby the signing parties agree to lend aid to one another under conditions specified in the agreement and as approved by the Medical Director as to quality of care and medical accountability.

“Non-Emergency” means any request for ambulance transport service for a patient, which is not an emergency request.

“Off-line Medical Control” means the provision of prospective and retrospective medical direction services provided by the Medical Director.

“On-line Medical Control” means the provision of interactive medical direction during an EMS assignment by the Medical Director or other authorized physician.

“Out-of-Chute” means the elapsed interval between ambulance alert and the time the ambulance is in route to the scene.

“Patient” means an individual who is either ill, sick, injured, wounded, helpless or otherwise incapacitated, and who is in need of, or is at risk of needing, medical care or assessment during transportation to or from a health care facility, and who is reclining or should be transported in a reclining position.

“Permit” means that document required to be obtained by (a) the County Ambulance Service Contractor, (b) each emergency medical personnel, and (c) for each ambulance.

“Person” means and includes any individual, firm, association, partnership, corporation, or other group or combination acting as a unit.

“**Preceptor**” means that person authorized by the Medical Director to serve an instructor within the system.

“**Priority**” means the assigned call priority number (i.e., Priority A,B,C,D,E or O) of all requests for an ambulance, which are received by Dispatch at the time of the conclusion of receipt of a request for ambulance service. Such priorities shall be assigned at the time the call is received by Dispatch, pursuant to telephone algorithms and priority dispatch protocols approved by the Medical Director.

“**Response Time (Ambulance)**” means the actual elapsed time between conclusion of receipt of notification (e.g. address, callback number and presumptive designation) by the Contractor from Dispatch that an ambulance is needed at a location and the actual arrival of an ALS ambulance staffed and equipped to operate as an ALS ambulance unit under Florida regulations at the designated location within the service area.

“**Response Time (First Responder Unit)**” means the actual elapsed time from the receipt of request for first response service from Dispatch until the actual arrival of the first response unit at the designated location.

“**Response Time Clock**” means the computer aided dispatch system’s internal clock measuring response times and other time intervals.

“**Response Time Standards**” means non-emergency/inter-facility call responses: Contractor will use best efforts to ensure that all non-emergency calls are answered without undue delay.

“**Senior Crew Member**” means that person among the certified personnel assigned to an ambulance, not the driver, who is a certified EMT-paramedic designated as the person in command of the ambulance.

“**Service Area**” means that area which is contained within the boundaries of Columbia County, Florida.

“**Special Event**” means any public event located within the Primary Service Area for which ambulance service is arranged in advance, and for which an ambulance (or ambulances) is hired directly by the sponsor of the event, and for which a fee for transport may or may not be charged to the patient.

“**System Standard of Care**” means the written body of standards and policies governing clinical aspects of the EMS system. As used in this context, System Standard of Care is a comprehensive term including:

- (a) Input standards (e.g., personnel certification requirements, in-service training requirements, equipment specifications, on-board inventory requirements, and other requirements, which the system must fulfill before receipt of a request for service);

(b) Performance standards (e.g., priority dispatching protocols and pre-arrival instructions, medical protocols, standing orders, response time standards, and other performance specifications describing how the system should behave upon receipt of a request for service);

(c) Outcome standards (e.g., target survival rates for certain narrowly defined presenting problems or presumptive diagnoses, such as witnessed cardiac arrests involving patients whose medical histories meet defined criteria). Outcome standards are results the system intends to achieve by meeting its input and performance standards.

II. OPERATIONAL REQUIREMENTS

A. Scope of Services

The Contractor shall furnish all Emergency and non-exclusive Non-emergency Ambulance services for the entire population of Columbia County, including all incorporated areas of the City of Lake City and The Town of Fort White. The contractor shall be the County's exclusive Emergency Ambulance Contractor and shall be granted authorization to perform non-emergency ambulance services non-exclusively. Contractor will not provide non-medical transport currently provided by smaller transport companies within the County, unless specifically requested to do so by the County. All Contract Ambulance services shall be provided at the EMT-Paramedic level unless authorized by the medical director. The Contractor shall dedicate a minimum of four (4) ambulances to the 911 emergency operations at all times. Contractor shall at no time take non-emergency calls if it will leave the county with less than three (3) ambulances available for emergency calls. Increases in demand may require additional units to meet response time requirements. Additionally, the Contractor shall furnish non-exclusive stand-by Special Events coverage, limited long-distance transfer service, reasonable mutual aid services, and special contract services, and communication services, as specified in this agreement.

B. Response Time Performance, Reliability and Measurement Methods

Response Times are a combination of dispatch operations and field operations. Because this Agreement is performance based, the County will not unreasonably limit the Contractor's flexibility in the methods of providing EMS service other than the requirements described herein. It is the intent of the County to use a fractile method for monitoring times. However, the County reserves the right to review and approve Contractor's deployment plans. This Agreement is based upon the Contractor's commitment to conform to the Response Time Standards. Therefore, an error on the contractors part in one phase of its operation (e.g. system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to the Contractor's performance in another phase of its operation (e.g. clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of the Contractor's total operation and therefore, is solely the Contractor's responsibility. This system is unique in that the county processes requests for service and

dispatches Contractor resources (i.e. closest available unit). . Contractor shall not be held responsible should the County Communications Center fail to perform its services in a timely fashion. Response Times shall be measured in minutes and integer seconds, and shall be “time stamped” by the County provided computer aided dispatch system.

1. Response Time Requirements Urban Zone

a. The area designated Urban is generally described as the central developed area of the County. The area is specifically delineated as the Urban Zone on *Attachment 1 — To Be Determined at Time of Contract.*

For each response presumptively determined to be an emergency response (NAED categorized B-E) the Contractor shall place transport capable paramedic unit on scene within 10 minutes zero seconds at 90 percent reliability for assignments in urban response areas

For any assignment (NAED or equivalent categorized B-E) in which a First Response ALS unit (provided by the Contractor or by another County approved ALS response agency) is on scene within the Urban zone, then the Contractor response time requirement for a transport capable ambulance for emergency responses shall be 14 minutes zero seconds.

For each response presumptively determined to be a non-life threatening emergency response (as categorized by National Academies of Emergency Dispatch standards, or equivalent, as Alpha level calls) the contractor shall place transport capable paramedic unit on scene within 20 minutes zero seconds at 90 percent reliability for assignments in urban response areas. Response to Alpha level calls are made without the use of lights or sirens.

2. Response Time Requirements Rural Zone

a. The area designated Rural is generally described as the less densely developed areas of the County. The area is specifically delineated as the Rural Zone on *Attachment 1 — To Be Determined at the Time of Contract.*

For each response presumptively determined to be an emergency response (NAED categorized B-E) the contractor shall place transport capable paramedic unit on scene within 16 minutes zero seconds at 90 percent reliability for assignments in rural zones.

For any assignment (NAED categorized B-E) in which a First Response ALS unit (provided by the Contractor or by another County approved ALS response agency) is on scene within the Rural zone, then the Contractor’s response time requirement for a transport capable ambulance for emergency responses shall be 20 minutes.

For each response presumptively determined to be a non-life threatening emergency response (as categorized by National Academies of Emergency

Dispatch standards as Alpha level calls) the contractor shall place transport capable paramedic unit on scene within 25 minutes and zero seconds.

3. Response Time Measurement Methodology

The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:

a. Time Intervals

System response times are measured from the time the call is dispatched until the first arriving transport capable ambulance is on scene. System Response Times include the County Communications call processing component and the contractor response time component. Contractor performance shall be judged based upon the Dispatched to Arrival time interval.

For the purposes of the Agreement, Contractor's Emergency Response Times shall be measured from the time the Contractor is notified by radio, telephone, data link or other means that its services are required at a particular location until unit arrival at incident location by the Contractor's first arriving ALS Ambulance. The time stamp that will be used is the time the vehicle is assigned by the dispatch center, the marker is referred to as a "dispatch" in the computer aided dispatch (CAD) system.

Arrival at incident location means the moment an Ambulance crew notifies the County's Emergency Management Communications Center that it is fully stopped at the location where the Ambulance shall be parked while the crew exits to approach the Patient. In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents or Non-secured scenes), arrival at scene shall be the time the Ambulance arrives at the designated staging location. The Medical Director may require Contractor to log time "Patient Contacted" for medical research purposes. However, during the initial term of the Agreement, arrival time for patient contact intervals shall not be considered part of the contractually stipulated Response Time.

In instances when Ambulances fail to report "at scene," the time of the next communication with that Ambulance shall be used as the "at scene" time (e.g. time at Patient). However, the Contractor may appeal such instances when it can document the actual arrival time through another means (e.g. AVL, First Responder, communications tapes/logs, etc.).

b. Turn Arounds and Canceled Responses

From time to time special circumstances may cause changes in call classification. Response Time calculations for determination of compliance with Agreement standards and penalties for Non-compliance will be as follows:

i. Reassignment En route

Only the Dispatch can reassign an Emergency Ambulance in accordance with approved medical protocols.

If an Ambulance is reassigned en route prior to arrival on the scene of the Ambulance, then the incident response time for the original call and purposes of determining compliance may be an exception. Diversions will only occur when the ambulance is the closest unit to a higher priority call.

ii. Canceled Calls

The Contractor can determine to cancel from a call prior to arrival in accordance with approved medical protocols and based on information received from first response units on scene or the Communications Center. If an assignment is canceled by the caller prior to arrival on the scene of the Emergency Ambulance, the Contractor's compliance will not be required to be calculated.

c. Response Times Outside Defined Service Area Excluded

The Contractor shall not be held accountable for Emergency Response Time compliance for any assignment originating outside the defined limits of the Service Area. Responses to requests for service outside the Service Area will not be counted in the total number of calls used to determine compliance for the County Response Times.

d. Each Incident a Separate Response

Each incident will be counted as a single response regardless of the number of units, which are utilized. The Response Time of the first arriving ALS transporting Emergency Ambulance will be used as appropriate to compute the Response Time for that incident.

e. Response Time Exceptions and Exception Requests

The Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond the Contractor's reasonable control affect the achievement of specified Response Times Standards. These unusual factors are limited to unusually severe weather conditions, mass casualty incidents (defined as incidents requiring three or more ambulances), or declared disasters. Exceptions require approval of the County.

If the Contractor feels that any response or group of responses should be excluded from the calculation of Response Time Standards due to "unusual factors beyond the Contractor's ability to reasonably control," the Contractor may provide detailed documentation to the County Agreement Administrator (or designee). Any such request must be in writing and received by the County Agreement Administrator within 96 hours of the incident taking place. . Should the Contractor dispute the County's Response Time decision, the Contractor may appeal the County's decision to the County Administrator in writing within five (5) days of the receipt of Response Time calculations summary for a definitive ruling. The County ruling shall be final and binding on both parties.

Equipment failure, traffic congestion, Ambulance failure, or other causes shall not be grounds to grant an exception to compliance with the Response Time Standard.

4. Deviations from Response Time

Isolated instances of individual deviations of Response times are considered instances of minor non-compliance with the Agreement. Not meeting call times by at least 90 percentile on a monthly basis will be considered a major non-compliance with agreement. Granted exceptions shall not be used in the calculation for response times.

Penalties for Major Non-Compliance –

Urban and Rural- failure to meet 90th percentile established travel time standards in each response zone: \$2,500 per zone per month; second occurrence \$5000 per month; third occurrence \$10,000 per month plus possible default action.

Occurrences start again each calendar year.

C. Vehicles and Equipment

Except as provided herein, the Contractor is required to provide and maintain all Ambulances, support vehicles, on-board medical supplies and equipment.

1. Equipment

All on-board equipment, and medical supplies, equipment utilized by Contractor will meet or exceed the minimum Ambulance stocking requirements established by the Medical Director and Federal and State requirements for ALS ambulances. The minimum amount of major medical equipment items supplied shall equal at least 130 percent of the peak load requirements proposed by the Contractor. The specific intent of this provision is that Contractor has adequate reserve equipment to service the County.

2. Ambulances

Ambulances furnished under this agreement shall be Type I, Type II, or Type III, shall be in good condition, and shall meet or exceed the current federal department of transportation K.K.K. standards. New or replacement ambulances

shall meet the equivalent K.K.K. standards, at the time the ambulance is placed into service. Vehicles shall not remain in the fleet beyond 350,000 miles or five years of age, whichever occurs first.

The Contractor maintain and provide to the county annually, the complete listings of all Ambulances (including reserve ambulances) used in the performance of the agreement, including their license and vehicle identification numbers, and mileage.

The minimum number of ambulances supplied for the fleet in the county shall equal at least 130 percent of peak load staffing requirements proposed by the contractor. the specific intent of this provision is that contractor has adequate reserve ambulances to service the county. If reserve ambulances are to be part of a combined fleet, Contractor must document how the minimum reserve capacity requirement will be met.

3. Equipment Maintenance

The Contractor shall be responsible for ownership or lease and all maintenance of ambulances, support vehicles and on-board equipment used by the Contractor in the performance of its work. The County expects that all Ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner. Any Ambulance, support vehicle and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service.

In addition, the appearance of Ambulances and equipment impact customers' perceptions of the services provided. Therefore, the County requires that Ambulances and equipment that have defects, even cosmetic damage, be removed from service for repair by Contractor without undue delay.

The Contractor must ensure an Ambulance maintenance program which is designed and conducted so as to achieve the highest standard of reliability appropriate to a modern paramedic level Ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of Ambulances, developing and implementing standardized maintenance practices, and incorporating an automated or manual maintenance program record keeping system. The Contractor shall comply with or exceed the maintenance standard as outlined in Standards—Accreditation of Ambulance Services published by the Commission on Accreditation of Ambulance services.

All costs of replacement, maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services and costs of extended warranties, shall be at the Contractor's expense.

4. Personal Safety Equipment

Personal safety equipment shall be provided for all employees in accordance with the current federal and state standards. It shall be the Contractor's responsibility

to maintain or replace, or cause to be maintained or replaced any personal safety equipment required for the performance of the Agreement.

5. Failure to provide proper equipment, ambulances, equipment maintenance, and personal safety equipment may result in a major non-compliance.

D. Communications System Management

The Contractor is required to utilize the County's Dispatch Center. Upon mutual written agreement, the contractor may provide one (1) employee 24 hours per day 7 days per week for dispatch and tracking of Med units. This employee must meet all requirements and certifications as required by our dispatch center. All other Dispatch services for Emergency responses originating at the 911 system shall be provided at no cost to the Contractor.

The County will furnish and manage on behalf of the Contractor, emergency Ambulance dispatch and communications services, including a dispatch/medical communications facility, sufficient to handle all requests for emergency Ambulance service within the Service Area. Such service shall include, but is not limited to, dispatch personnel, equipment, acquisition and maintenance, in-service training, quality improvement monitoring, purchasing and inventory control, and related support services. Contractor shall not be responsible for the components of the county's emergency management communications system. Contractor shall furnish all necessary equipment and support to communicate with Dispatch including, but not limited to, radios, MCTs, and pagers. All radios that will be used to communicate with 911 dispatch Must have the MDC (Motorola Data Communications) Unit ID programmed. All unique ID's will be provided to the service provider so their radio shop can program them into the mobile and portable units.

E. Data and Reporting Requirements

1. Records

Contractor shall complete, maintain and as requested by County provide copies of records including:

- Each request for service;
- Equipment failure reports;
- Vehicle maintenance records;
- Patient account records;
- Deployment planning reports; and
- Continuing education and certification records documenting training compliance.

2. Monthly Reports Required

Contractor shall provide, within ten (10) days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The Contractor will rely on the County to produce operational (response time) reports from the CAD.

Response time compliance and customer complaints/resolutions shall be reported monthly, the format and timing of other reports shall be subject to County approval.

3. Financial Reports

Contractor shall maintain its financial records in a manner to facilitate comparisons of dispatch and Patient account records to monitor the total maximum average charge per Patient. Total expenses and revenues, including all direct and indirect expenses and revenues, for the Contractor's Columbia EMS operation shall be accounted separately and reported in a manner/format acceptable to County and in compliance with Florida law and generally accepted accounting principles.

4. Contractor will enter into a standard HIPAA Business Associate Agreement (Attachment 3) with County as the Covered Entity to provide for the protection of the privacy and security of Health Information.

F. Integration of First Responders

The Contractor will foster an integrated First Response program with the Fire Departments and shall at minimum provide the following:

1. First Responder Liaison

Contractor will designate the Education and Community Outreach Manager as the designated First Responder Liaison. This person will be responsible for serving as the key interface between the contractor and all First responder agencies on all issues, including training programs, community education, quality improvement, inquiry resolution, and any other First Responder related matters.

2. First Responder Equipment and Supplies

Contractor will restock all disposable supplies used by first responder agencies in the treatment of patients. Additionally, Contractor will offer First Responder Agencies the opportunity to purchase any needed equipment and supplies through Contractor, so they may take advantage of Contractor's bulk purchasing power.

3. Incident Command System

The on-scene management of an emergency incident and the structure and organization of responding resources within a standard hierarchy shall be governed as herein stated. All resources, including resources provided by the Contractor are subject to the direct orders and assignments of the incident commander and sector officers in order to affect the timely and orderly mitigation of the emergency.

G. Stand-By and Special Events Coverage

Upon request by law enforcement, Fire Departments, or Search and Rescue, Contractor shall furnish courtesy stand-by coverage at Emergency incidents involving a potential danger to the personnel of the requesting Agency or the general public if such coverage can be provided with a Non-dedicated Ambulance. In the event the Contractor receives

conflicting requests for such stand-by services and cannot meet all of the requests under its coverage plan, then Contractor shall provide such coverage at its own discretion.

The contractor will, upon request by the Columbia County School Board, provide dedicated stand by coverage for all varsity home football games at No charge to Columbia County. Any additional services made to the school system shall be subject to a negotiated rate between Contractor and the school board.

H. Community Education / Access Education Requirements

The County desires that its Contractor take significant steps to improve prevention and system access through community education programs to be provided to the school system and community groups. It is the County's expectation that the Contractor will plan such programs working collaboratively with other public safety and EMS related groups such as the American Heart Association, the American Red Cross, Fire Departments and healthcare organizations.

1. Columbia County School District CPR Training Program

Contractor will work jointly with the County to continue to provide CPR training for the Columbia County School District.

2. Super CPR Saturday

Contractor will work with Columbia County, local hospitals, and other community agencies to coordinate a CPR Saturday each year.

3. EMS Week Activities

Each year during EMS week Contractor will sponsor an awards luncheon to recognize the service of EMS workers; as well as a Paramedic, EMT, First Responder, Dispatcher, and support personnel of the year, as selected by a committee of their peers. These employees will be recommended for recognition by the Board of County Commissioners and represent the EMS System in accepting a proclamation from the Board of County Commissioners.

4. Disaster Drill Preparedness

Contractor shall jointly participate in disaster drills with the Columbia County Fire Departments.

5. Public Service Announcements

Contractor will develop 3 community education / injury prevention press releases or media advertisements per year. These media releases will be developed jointly with the Columbia County Department of Emergency Management and the County's Public Information Officer and will be specifically directed to address injury and illness trends such as Halloween safety, drowning prevention, preventing heat related emergencies, sports related protective equipment, etc. Additionally, Contractor will post public education information on a special Columbia section of our website.

I. Participation in System Development

The County anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. It currently participates in a variety of EMS related boards and committees. (E.g. quality improvement committees, regional EMS groups, etc.) Contractor shall support continuation of these relationships by its participation.

J. Mutual Aid

Contractor shall be required to enter into Mutual Aid Agreements with other Emergency Ambulance agencies, provided however that:

1. Any mutual aid provided within the County Service Areas must be substantially medically equivalent services;
2. The responding entity agrees to the County's EMS system standards including clinical, insurance and other requirements for clinical review; and,
3. Written Agreements between the Contractor and other agencies are to be approved by the County Manager and Medical Director. Neither the County nor the Medical Director shall unreasonably withhold its approval of such Agreement.
4. Contractor shall manage its mutual aid agreements in a manner which does not jeopardize Contractor's ability to render reliable response time performance as required by this agreement.
5. The proposed mutual aid agreements will be presented to County prior to approval. Neither the County nor its Medical Director shall unreasonably withhold its approval of such agreement.

K. Disaster Assistance and Response

The Contractor shall be actively involved in planning for and responding to any declared disaster in the County. Disaster coordination is facilitated through County Emergency Management Director. Both a mass casualty incident plan and an emergency disaster plan following incident command system guidelines have been developed. The Contractor's supervisory personnel will be required to complete incident command training and hazardous material training as required by the County's emergency management staff. Contractor involvement shall include participation in training, drills and exercises.

1. In the event a disaster within the County, or in the event the County directs the Contractor to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended and the Contractor shall respond in accordance with the County's disaster plan. The Contractor shall use best efforts to maintain primary Emergency services. During the period of the declared disaster,

performance requirements for Response Times will not be imposed by the County.

2. Any additional direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties may be invoiced for payment by the County consistent with the then current Federal guidelines. This shall not include any cost for maintaining normal levels of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal cost for these additional services and only as reimbursable to the County through Federal and State agencies.

3. Disaster Management Capabilities

In the event of a declared disaster, Contractor will integrate with the County's Comprehensive Emergency Management Plan, and at a minimum provide:

- Around the clock staffing of the Emergency Operations Center ESF 8;
- If requested to do so, staff the Emergency Operations Center's infirmary with a medically trained person;
- Provide around the clock ambulance stand-by services at the County's special needs shelter if needed;
- Assist in the post-disaster inspection of the homes of special needs patients prior to returning them to their homes;
- Provide ambulance strike teams as requested from other contractor owned operations.

L. Deployment Planning and Initial Plan

During the first 60 days of operations, the contractor will be exempt from meeting the expected performance standards. During the first 60 days, the contractor will work with the Columbia County Communications Director to develop system deployment plans and strategies that will optimize unit availability. The contractor shall not be held financially responsible during the deployment planning phases, for meeting the 90 percent response time requirements.

M. Handling Service Inquiries and Complaints

The Contractor shall log all inquiries and service complaints. The Contractor shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

Contractor shall on a monthly basis submit to the County a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the Medical Director within twenty-four (24) hours.

III. Clinical and Employee Provisions

A. Medical Oversight

Contractor shall provide its own Medical Director necessary for providing the services of Contractor under this agreement, except County and City shall furnish their own respective Medical Director for First Responder agencies and County will provide 911 emergency dispatch through an independent Contract with a qualified Medical Director

1. Except to the extent of County's and City's responsibilities under this agreement (911 dispatch and first responder), duties of the Medical Director provided by the Contractor shall:

a. Establish a uniform and appropriate system standard of care, as defined herein.

b. Subsequently enhance the system standard of care by incorporating advancements, which become known and available from time to time, or to correct defects in the system standard of care discovered as a result of the quality improvement program. However, no change shall be made in the system standard of care, which results in a standard that is less than or in contravention of the minimum standards required by the laws of the State of Florida.

c. Review and approve local medical control standards and requirements (including if necessary, written and practical tests) for EMS personnel providing care under the Medical Director's authority in accordance with the then current System Standard of Care. Personnel subject to such requirement may include:

Persons receiving telephone requests for ambulance services;

First Respondents;
Ambulance personnel;
Field training personnel; and
On-line medical control physicians.

d. Administer the approval, testing (if necessary) and authorization of EMS system personnel, and to establish and promulgate written guidelines in connection therewith.

e. Develop guidelines for on-line medical control, transport destination policies and use of air medical services in support of the EMS system's mission.

f. In consultation with the County and the Contractor develop standards applicable to on-board equipment used in the delivery of First Response services and Emergency Ambulance services within the Service Area.

Such standards may be approved by the Medical Director and the County Administrator following consideration of a fiscal impact statement.

g. No less frequently than one time every three months, report on the clinical aspects of the quality of care and on the Response Time performance being provided by the Contractor and First Response agencies to the County Administrator.

h. Report once each year, in writing, to the County Commission on the quality of care and Response Time performance being provided by all components of the EMS system.

i. Monitor all aspects of system performance including clinical quality of care and verification of Response Time performance reported by First Responders and Contractor.

j. Attend meetings of the, local medical society meetings, and represent the EMS system at appropriate EMS meetings, seminars, and conferences in order to stay abreast of developments in emergency medical care.

k. In the event there is a disagreement between the Contractors and the Counties medical directors, a third party, agreed to by both medical directors, will look at the facts and make a recommendation on the matter in question.

County's Medical Director shall be responsible for the County 911 emergency management communications (dispatch) center and County's first responder. City's Medical Director shall be responsible for the City's first responder.

2. Medical Protocols

Contractor shall comply with Medical Protocols and other requirements of the System Standard of Care as established by the Medical Director.

Current Medical Protocols will remain on file at the Office of the County Administrator.

3. Direct Interaction with Medical Control

Field and communications personnel have the right and responsibility to interact directly with the system's medical leadership on all issues related to Patient care. This personal professional responsibility is essential. Particular attention has been given to including safeguards against the Contractor's participating organizations preventing or discouraging this interaction from occurring.

4. Medical Review/Audits

The goal of the medical audit process is to improve Patient care by providing feedback on the system and individual performance. If the audit process is to be

positive, it routinely must produce improvement in procedures, on-board equipment, and medical practices. It is the Contractor's responsibility to operationalize this corrective feedback.

The Medical Director and or the County's medical director may require that any Contractor employee attend a medical audit when necessary. Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every certificate holder involved in a case being reviewed is not required, unless mandated by the Medical Director.

5. Clinical Quality Assurance Goals

Contractor has taken the initiative and has incorporated into its organizational belief, the concept of quality management. As a result, Contractor is interested in developing a collaborative and jointly coordinated quality improvement program with all system stakeholders. Developing and instituting a QI program requires commitment to the belief that quality service delivery is the goal of any organization. Once an organization or an individual has committed to this philosophy, it becomes a journey with constant modification and flexibility. It provides the structure by which an organization or individual can succeed. The concept of "quality" must become an integral component to the belief system within an organization and it must be championed from both management and providers. Each person at every level should think how they can use their individual influence to bring quality into the workplace. A QI program promotes the theory that everyone wants to do well and when variations in performance occur, the system must be looked at before the individual. It is only through a cooperative relationship with both providers and receiving facilities that these goals can be achieved. However, each group can identify their own needs and make an assessment of what resources will fit their own goals.

It is Contractor's desire is to work collaboratively with all system stakeholders. Contractor will implement the following QI activities:

Prospective QI

1. All employees will be oriented to and comply with the Contractor system QI program.
2. Field personnel will attend related medical training and continuing education sessions on a regular basis.
3. The Contractor QI program will interface with other QA/QI programs in Florida.
4. Contractor will regularly review and revise policies as necessary. This will be accomplished under the direction of the Contractor senior management team, with oversight by the Contractor Medical Director.

Concurrent QI

5. Contractor will employ paramedics to serve as Field Training Officers, Operations Supervisors, and Field Supervisors to provide ongoing evaluation of field personnel. In addition, the Operations Manager will serve as a field coach and mentor for post-incident review and discussion.
6. Contractor will monitor and evaluate field/medical control communications.
7. Field personnel will have the opportunity for continuing education and skill improvement. Field Training Officers will work with other field personnel to help improve performance.

Retrospective QI

8. A peer review 100 percent of all patient records will be assessed for compliance with agency policy, medical protocols and standards of care and identified quality issues.
9. Contractor management will recognize, reward and encourage the positive provisions of patient care.
10. Contractor, through the Operations Manager, Supervisor or the Medical Director will intervene with field personnel whose performance does not meet Contractor's performance expectations.
11. Contractor will complete an audit of transports where an invasive skill was performed. This is designed to help ensure continued provisions of quality care. Appropriate education or training will be provided to field personnel if necessary.
12. Contractor welcomes the opportunity to assist the EMS community with research projects or focus audits.
13. Contractor will routinely publish or provide feedback to field personnel and other EMS system participants regarding QI findings.

Contractor field personnel will be encouraged to follow-up on the outcome and results of their patients' interventions.

B. Transport Requirement Limitations

1. Destinations

Contractor shall be required to transport Patients from all areas of the Service Area, in accordance with Medical Control Destination Protocols, to appropriate medical facilities within Columbia County and the immediate surrounding counties. Contractor may transport Patients to hospitals beyond Columbia County as long distance transports at its own discretion.

2. Provision to restrict service based upon demonstrated abuse.
Should Contractor determine that specific individuals have chronically abused the required transport provision of the EMS service, they shall report the names of those individuals to the Medical Director. The Medical Director shall establish, within the standard of care, reasonable procedures to enable the Contractor to decline to transport such abusers after contact with on-line medical control.
3. Contractor will provide a detailed summary of patient transport data specific to the percentage of transports to each respective receiving facility quarterly.

C. Minimum Clinical Levels and Staffing Requirements

All Ambulances rendering emergency services under this agreement shall be staffed and equipped to render paramedic level care. All paramedics attendants shall be cleared to render all ALS procedures provided in medical control protocols. The paramedic shall be the primary care giver for all emergency patients and shall accompany all patients in the back of the Ambulance during any patient transportation except as otherwise permitted under medical control protocols.

Emergency Ambulance Staffing Configuration:

The contractor is required to staff a minimum of one (1) EMT-P and one (1) EMT on all ambulances responding to the emergency needs of the community.

Any ALS First Response unit shall be staffed by at least one (1) EMT-P cleared to perform all ALS procedures provided in medical protocols.

Personnel will be appropriately certified by the State of Florida at their level of qualification and will be specifically authorized by the Medical Director in accordance with Medical Control policies.

The Contractor will provide a 24 hour, 7 day a week paramedic supervisor in Columbia County. This supervisor will not be a part of an ambulance crew. This supervisor will be the lead administrator in charge of each shift; he/she will be available to serve as an interface with the county's dispatch center, provide posting of ambulances, respond to customer service issues, first respond to emergency calls, provide incident command support and a variety of other tasks as assigned or arise during the shift.

D. Character Competence and Professionalism of Personnel

The parties understand that Emergency Ambulance services are often rendered in the context of stressful situations. The County expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, medical communications personnel, middle managers and top executives. Contractor shall address and correct any occasional departure from this standard of conduct.

All persons employed by the Contractor in the performance of work shall be competent and holders of appropriate licenses and permits in their respective professions.

E. Discrimination Not Allowed

During the performance of the Agreement, the Contractor agrees that it will comply with all applicable provisions of federal, state and local laws and regulations prohibiting discrimination. Specifically, Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), and all other regulations promulgated there under. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, or age. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, or age. Such action shall include but is not limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

IV. Financial and Administrative Provisions

A. Term and Renewal Provisions

The initial term of the Agreement shall be for a period of five (5) years beginning October 1, 2016. During the fifth year of this Agreement up to 180 days prior to the end of the initial term of this Agreement, Contractor may present to the County ~~and City~~ a proposed new agreement that shall include all relevant terms so that a written agreement incorporating all terms then in effect may be executed by the parties. Upon the failure to execute such a document, except as otherwise herein provided, this Agreement shall terminate at the end of the initial term or any extension thereof, as the case may be. This provision shall not be construed in any manner to require either party to renew this Agreement beyond the initial 5-year period, and any extension shall be at the sole option and discretion of the County.

B. Methods and Form of Compensation

The Contractor receives a variety of compensation for providing services. The following are the specific types of compensation available to the Contractor in this procurement:

1. Market Rights

The County, except as otherwise outlined in these specifications, shall utilize the Contractor exclusively for the performance of Emergency and non-exclusively for non-emergency Ambulance services within Columbia County

2. User Fees

The primary financial compensation for the Contractor for services rendered under this Agreement will be from funds received for fee-for-service billings and collections and contractual arrangements with insurance organizations and other Payers. Contractor must be an in network provider with the major insurance companies (BC/BS, Avmed and United health) within six months of execution of the contract. Failure to comply may result in a major non-compliance.

3. Zero Subsidy

This is a zero subsidy agreement. Notwithstanding anything in this agreement to the contrary, County and City will provide no subsidy compensation in any form to Contractor.

4. First Responder Assistance

Contractor shall have the benefit of ALS level First Responder services where available and basic first response for life-threatening calls throughout the County.

5. Communications Infrastructure

The use of the County's Emergency Communications/EMS Dispatch Center infrastructure is provided at no cost to the Contractor for 911 related Emergency Transports.

6. Medical Control Furnished

Contractor will provide at its own expense its own Medical Director, except County will provide its Medical Director for 911 EMS dispatch and First Responder dispatch for the County. City will provide its Medical Director for its first responder.

7. Grants

The County agrees to cooperate with Contractor to apply for any and all grants that may be available for the enhancement of ambulance services within the County; provided, however, this shall be at no current or on-going cost to County.

8. Building Space

The County and City agree to provide building space to house Contractor's ambulances as provided for in the attached Leases (Attachments 4 and 5 – County; Attachment 6 – City). The County and City reserve the right to relocate and provide alternate building space to Contractor so long as the same is of reasonable comparable location and quality.

C. Billing System Professionalism

The Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner. The County's goal is for the Contractor to collect the maximum amount due from Patients and third party payers, without unduly pressuring those who legitimately cannot pay.

The Contractor will provide County its billing and collection policies and procedures. This will include samples of invoices, reminders, telephone collection methods and handling of accounts turned to collection. Policies about acceptance of assignment and write off should be specifically addressed.

1. Local Access

A specified local phone number for inquiries from Patients and third party payers will be provided by the Contractor for Patient's use. Should the Contractor elect to manage its account receivables from a location other than the metropolitan area, a local access number still must be provided.

2. On Scene Collections Prohibited

For services provided within the Service Area, the Contractor shall not engage in on-scene collections for local services at scene, en route, or upon delivery of the Patient.

3. Financial Hardship

In cases where a patient meets a set "financial hardship" as defined by Contractor's billing policy, Contractor will make all attempts to resolve any outstanding balance owed according to its policy.

On any Patient transfer originating in the Service Area and terminating outside of Columbia County shall be defined as a Long Distance transport and the Contractor may at Contractor's sole option, require payment from the requesting party prior to rendering service.

D. Insurance Indemnity Provisions

Throughout the term of the Agreement, Contractor shall meet or exceed the following requirements:

1. Prior to the time the Contractor is entitled to commence any part of the project, work or services under the Agreement, Contractor shall procure, pay for and maintain the minimum insurance coverages and limits as provided for herein. Said insurance shall be evidenced by delivery to the County of (a) certificates of insurance executed by financially stable insurance carrier(s) acceptable to the County and licensed or permitted to write insurance by the Florida Department of Insurance listing coverages and limits, expiration dates and terms of policies, and listing all carriers issuing or reinsuring said policies; and (b) a copy of each policy, including all endorsements. Insurance requirements shall remain in effect throughout the term covered in the Agreement and any extensions.

a. Commercial general liability insurance, including but not limited to, contractual, liability premises, including facilities released from County and City, operations, products, completed operations, personal injury, and advertising injury. The amounts of such insurance shall be not less than each occurrence limit \$1,000,000; general aggregate limit of \$5,000,000; damage to premises rented to Contractor of \$100,000.

b. Professional medical malpractice insurance (Ambulance attendants malpractice) including errors and omissions with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate, per occurrence; if occurrence form is available; or claims-made form with "tail" coverage extending four (4) years beyond the termination of the

agreement with proof of “tail” coverage to be submitted no less than 60 days prior to the termination of the agreement, including any extensions thereof. In lieu of “tail” coverage, Contractor shall submit annually to the County a current certificate of insurance proving claims made insurance remain in force throughout the same four-year period.

c. Worker's compensation coverage to statutory limits as required by law; employer's liability insurance of not less than \$1,000,000.00 bodily injury by incident; \$1,000,000.00 bodily injury by disease for each employee; and \$1,000,000.00 bodily injury by disease.

d. Commercial automobile liability — Bodily injury and property damage covering all vehicles used under the Agreement for owned, hired, and non owned vehicles, including vehicles leased from County, with limits of not less than \$1,000,000 combined single limits bodily injury and property damage. Policy shall include coverage for loading and unloading hazards unless covered under the general liability or professional liability above. Contractor shall provide the primary coverage regardless of actual vehicle ownership.

e. “Umbrella” Coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a form following basis.

2. Endorsements Required

Each insurance policy shall include the following conditions by endorsement to the policy:

a. Each policy shall require that thirty (30) days prior to its expiration, cancellation, Non-renewal or any material change in coverages or limits, a notice thereof shall be sent to the County at its address of record by the insurer. Contractor shall also notify County and City in a like manner within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by the Contractor from its insurer; and nothing shall absolve Contractor of this requirement to provide notice.

b. Companies issuing the insurance shall have no claims against the County or City for payment of premiums, assessments or deductibles, which are the sole responsibility and risk of the Contractor.

c. Except for Worker's compensation coverage all such policies shall name the County and City, their officers, employees, and the Medical Director, as additional insureds (general liability and auto liability) and loss payee where appropriate.

3. All Insurance Shall Be Maintained With Companies:

a. Holding a "general policy holders rating" of “B+” or better, as set forth

- in the most current issue of "Best Insurance Guide," the successful rating to "B+" or comparable rating from reputable rating organizations;
- b. Licensed or permitted to operate in the State of Florida; and
 - c. In good standing with the Florida Department of Insurance or similar Agency.

4. Self-Insured Risk

Any program of self-insurance risk employed by Contractor shall be subject to prior approval and ongoing monitoring by the County and their legal counsel. In addition to any assurances required by the County under this provision, as initially agreed prior to final award of the Agreement, the following items shall at a minimum be met to the County's satisfaction:

- a. Potential fiscal liability associated with the risk to be assumed by the Contractor must be reasonable and limited to an amount which would, if realized, not impair Contractor's ability to performance obligations under the Agreement.
- b. The coverage contemplated shall at a minimum be equivalent to the coverage required under paragraph 1 above.
- c. Throughout the term the County and City shall be immediately notified of any major claims, the amount reserved against potential claims, or other program changes, which may adversely affect the Contractor's ability to provide insurance against the risk as required in the Agreement.
- d. The self-insured program meets and complies with all applicable laws and regulations.

5. Indemnification

Contractor (as indemnitor) will be required to indemnify, save and hold County and City, their officers and employees, agents, successors and assigns (as indemnitee) harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to acts and omissions of Contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on County or City by reasons of Contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against County or City arising solely of County's or City's own negligence or intentional misconduct. For purposes of this section, the term County shall include County, officers and its

employees, and the Medical Director, and the term City shall include City, officers and its employees and the Medical Director.

The following provisions shall control the indemnity provided hereunder:

a. Indemnity Defense

Contractor, at its cost and expense, shall fully and diligently defend County against any claims brought; investigations undertaken or actions filed which concern claims for which County is indemnified. Contractor may employ qualified attorneys of its own selection to appear and defend the claim or action on behalf of County upon County approval.

Contractor, acting in good faith and in the best interest of County, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against County so long as such compromise or settlement does not impose a liability on County not fully covered and satisfied by the indemnity provided by this section or, in County's judgment, subject to any material adverse order, judgment, or decree which impairs its image or ability to operate its business as previously conducted. Otherwise, County reserves the exclusive right to reject any such compromise or settlement and prosecute the claim, compromise or settlement. Contractor shall inform County, on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of County and its legal counsel.

b. Reimbursement for Expenses

Contractor shall reimburse County or City for any and all necessary expenses, attorney's fees, interest, penalties, expert fees, or costs incurred in the enforcement of any part of the Agreement thirty (30) days after receiving notice that County has incurred them.

c. Cooperation of Parties and Notice of Claim

Contractor and County or City shall provide the other prompt written notice of any such audit or review of any actual or threatened claim, or any statement of fact coming to that party's attention which is likely to lead to a claim covered by the indemnity. Each party agrees to cooperate in good faith with the other and respond to any such audit or review and defending any such claim. The County agrees that it shall provide Contractor with any defenses that might be asserted by County and which may be assigned under Florida Law.

E. Performance Security

1. Continuous Service Delivery

Contractor expressly contracts that, in the event of a Default by the Contractor under the Agreement, Contractor will work with the County to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor agrees that there is a public health and safety obligation to assist the County in every effort to ensure uninterrupted and

continuous service delivery in the event of Default, even if Contractor disagrees with the determination of Default.

2. Performance bond, letter of credit, or cash escrow account

Contractor will deposit with the County Manager an annually renewable performance bond, letter of credit, or cash escrow account in a form satisfactory to the County. The amount of the performance bond, letter of credit, or cash escrow account shall be \$250,000.00 and be issued by a federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC, A or higher by Standard and Poor's, or A or higher by Moody's investors or a comparable rating by a future comparable rating system. The federally insured banking institution, on which the performance bond, letter of credit is drawn, shall be acceptable as determined by the County Manager and County Attorney.

The performance bond, letter of credit, or cash escrow account, if applicable shall be used to ensure the operation of the Ambulance service after a "take-over" has been affected by the County including but not limited to, the cost of take-over by the County, including any necessary rebidding, renewal, negotiation, or related administrative expenses.

3. Notice of Change is Required for Performance Bond, Letter of Credit

Any performance bond, letter of credit shall contain the following endorsement: "at least 60 (sixty) days prior to cancellation, replacement, failure to renew, or material alteration of this performance bond, letter of credit, written notice of such intent shall be given to the County by the financial institution. Such notice shall be given by certified mail to the County Manager and County Attorney."

4. Cooperation With Takeover Required

In the event of a takeover by County pursuant to Section IV., Subsection J. or in accordance with other terms of the Agreement, Contractor shall forfeit its performance security to enable the County to restore service immediately, the foregoing requirement shall not intend by the parties to fix an amount of damages to be recovered by County in the event of any Default by the Contractor, but merely to allow the County the financial ability to mitigate some of the damages that County will suffer by reason of such Default by Contractor. The County has estimated, and Contractor shall agree, that the damages in the case of Default by Contractor shall in no case be less than \$250,000.00.

5. Letter of Credit Disposition

The performance bond, letter of credit, or cash escrow account shall become the property of the County in the event that the Agreement is canceled by reason of Default of the Contractor. The performance bond, letter of credit, or cash escrow, if applicable, shall be retained by the County and returned to Contractor at the expiration of the Agreement, provided that there is no outstanding breach, unpaid penalties, fines, taxes or other Contractor payment deductions or adjustments due by Contractor or any other debts due to the County, or debts to other entities due by Contractor or debts due to Contractor's creditors.

6. Rights Reserved

The rights reserved to the County with respect to the performance bond, letter of credit, or cash escrow are in addition to all other rights of the County, whether reserved by the Agreement, or otherwise authorized by law, and no action, proceeding or right with respect to the performance bond, letter of credit shall affect any other right the County has or may have.

F. Contractor Default and Provisions for Termination of the Agreement

Conditions and circumstances, which constitute Default of the Agreement, shall include the following:

1. Failure of the Contractor to operate the EMS system in a manner which enables County and the Contractor to remain in compliance with federal or state laws, rules, or regulations, medical control policies approved by the and/or related rules and regulations adopted pursuant thereto;
2. Failure of Contractor to meet the System Standards of Care as established by the Medical Director;
3. Falsification of information supplied by Contractor during or subsequent to this procurement process;
4. Failure of Contractor to provide data or falsification of data supplied during the course of operations, including by way of example but not by way of exclusion, dispatch data, Patient report data, Response Time data, financial data or falsification of any other data required under the Agreement;
5. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period by Contractor;
6. Failure of Contractor to maintain equipment in accordance with manufacturer recommended maintenance practices;
7. Failure of Contractor's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;
8. Failure of Contractor to comply with the approved rate regulation, billing or collection provisions of the Agreement;
9. Contractor makes an assignment for the benefit of creditors, files a petition for bankruptcy, is adjudicated insolvent or bankrupt, petitions to apply for any custodian, receiver or trustee for a substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction;
10. Failure of Contractor to cooperate with and assist the County after a Default has been declared as provided for herein, even if it is later determined that such

breach never occurred or that the cause of such breach was beyond Contractor's reasonable control;

11. Acceptance or payment by Contractor or any of Contractor's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Contractor or Contractor's employees could reasonably be construed as a violation of federal, state or local law;

12. Failure of Contractor to maintain insurance in accordance with the Agreement;

13. Chronic failure of Contractor to consistently meet Response Time requirements as set forth in the Agreement;

14. Failure to submit an audited financial statements prepared by a certified public accountant or public accounting firm within the specified time frame under the terms and conditions outlined in the Agreement;

15. Failure to maintain a performance bond, letter of credit, or cash escrow account upon the terms and in the amount specified in Agreement;

16. Any other failure of performance, clinical or other System Standards of Care As required in the Agreement and which is determined by the County Commission to constitute a Default or endangerment to public health and safety.

G. County's and City's Remedies

If conditions or circumstances, including but not limited to a Default as set forth in Section H exist, County or City shall have all rights and remedies available at law and equity under the Agreement, specifically including the right to terminate the Agreement, the right to pursue Contractor for damages and the right of Emergency take-over as set forth in Section J. All County's or City's remedies shall be cumulative and shall be in addition to any other remedy available to the County or City.

H. Provisions for Curing Default and Emergency Take Over

In the event the County determines that there has been a material breach by the Contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such Default shall constitute a Default of the Agreement. In the event of a Default, County shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the Default. Contractor shall have the right to cure such Default within five (5) calendar days of receipt of such notice and the reason such Default endangers the public's health and safety. Within twenty-four (24) hours of receipt of such notice, Contractor shall deliver to County, in writing, a plan of action to cure such Default. If the Contractor fails to cure such Default within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of County) or Contractor fails to timely deliver the cure plan to the County, County may take-over

Contractor's operations. Contractor shall cooperate completely and immediately with County to affect a prompt and orderly transfer of all responsibilities to County.

To accomplish continuous delivery of service County may, in exercising an Emergency take-over, take possession of all of the Contractor's Ambulances, equipment, facilities and records used in the performance of the Agreement. County may retain possession of said equipment, facilities and records until such items can be acquired by County or another Contractor is engaged to perform the service. Should the County exercise this option, it shall not be required to pay the Contractor any rental for such equipment and facilities during the time they are used by the County not to exceed 60 days. Liability of the County to the Contractor for this period will be that of a service for hire, with ordinary wear and tear specifically exempt from such liability.

The Contractor shall not be prohibited from disputing any such finding of Default through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate take-over of operations by the County. Nor shall such dispute by Contractor delay the County's access to the funds made available by the performance bond or letter of credit. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a Default has occurred shall be initiated and shall take place only after the Emergency take-over has been completed, and shall not under any circumstances delay the process of an Emergency take-over or the County's access to performance security funds as needed by the County to finance such take-over of operations.

Contractor's cooperation with and full support of such Emergency take-over, as well as the Contractor's immediate release of performance security funds to the County shall not be construed as acceptance by the Contractor of the findings and Default, and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of Default was made in error. However, failure on the part of the Contractor to cooperate fully with the County to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of Default by the County was made in error.

I. "Lame Duck" Provisions

Should Contractor fail to prevail in a future procurement cycle, Contractor shall agree to continue to provide all services required in and under the Agreement until the new Contractor assumes service responsibilities. Under these circumstances Contractor will, if requested by County, for a period of three (3) months, serve as a lame duck Contractor. To ensure continued performance fully consistent with the requirements of the Agreement through any such period, the following provisions shall apply:

1. Contractor shall continue all operations and support services at the same level Of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;

2. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor service and operating cost to maximum profits during the final stages of the Agreement;

3. County recognizes that if a competing organization should prevail in a future procurement cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor. County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.

4. During the process of a subsequent competition conducted by County, Contractor shall permit its Non-management personnel reasonable opportunities to discuss with competing organizations the issues related to employment with such organizations in the event Contractor is not the successful Contractor. Contractor may, however, require that its Non-management personnel shall refrain from providing information to a competing organization regarding Contractor's current operations, and Contractor may also prohibit its management level personnel from communicating with representatives of competing organizations during the competition. However, once County has made its decision regarding award, and in the event Contractor is not the winner, Contractor shall permit free discussion between any County-based Contractor employee and the winning Contractor without restriction, and without adverse consequence to any County-based employee.

J. General Provisions

1. Assignment

The Contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the County shall not convey any rights to the assignee.

Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking and can conclusively demonstrate the ability to perform all terms and conditions and obligations of this Ambulance Service Agreement.

2. Permits and Licenses

The Contractor shall be responsible for and shall hold any and all required federal, state or local permits or licenses required to perform its obligations under the Agreement. In addition, the Contractor shall make all necessary payments for

licenses and Permits for the services and for issuances of state Permits for all Ambulance vehicles used. It shall be entirely the responsibility of the Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that the Contractor is in complete compliance with federal, state and local requirements for Permits and licenses as necessary to provide the services. The Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

3. Compliance with Laws and Regulations

All services furnished by the Contractor under the Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be the Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under the Agreement, and to maintain compliance with those applicable standards at all times. Furthermore, the Contractor agrees to perform in accordance with the provisions of any regulations or written guidelines established by the Medical Director.

4. Product Endorsement/Advertising

Contractor shall not use the name of the County or City for the endorsement of any commercial products or services or Contractor's logo or brand name without the expressed written permission of the County.

5. Audits and Inspections

County representatives may, at any time, and without notification, directly observe Contractor's operations to include maintenance facility, vehicles and equipment and any Ambulance post location. A County representative may ride as "third person" on any of the Contractor's Ambulance units at any time, provided, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with the Contractor employee's duties, and shall at all times be respectful of Contractor's employer/employee relationships.

At any time during normal business hours and as often as may be reasonably deemed necessary, County representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, patient records, financial records of the Contractor pertaining to the Agreement. County may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment agreements, and other documentation for County to fulfill its oversight role.

6. Annual Financial Audit Required

Contractor shall provide the County with annual audited financial statements prepared by an independent public accounting firm in accordance with generally accepted accounting procedures consistently applied. Statements shall be available within one hundred fifty (150) days of the close of each fiscal year. If

Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for service rendered to the County pursuant to the Agreement are required and shall be subject to the independent auditor's opinion.

7. Omnibus Provision

Contractor understands and agrees that for four years following the conclusion of the Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

8. Return of Equipment

Contractor agrees to return any County issued EMS equipment in good working order, normal wear and tear excepted, at the termination of the Agreement. For any County equipment not returned at the conclusion of the term or for any equipment returned damaged or otherwise unusable, County shall repair or replace said equipment at Contractor's expense based upon the FMV of the used equipment.

9. Warranty Regarding Consideration and Procurement

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit an Agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement.

Further, Contractor represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks.

Violation of this warranty shall constitute Default of the resulting Agreement.

10. Relationship of the Parties

Contractor is an independent contractor. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Contractor.

11. Rights and Remedies Not Waived

Contractor will be required to covenant that the provision of services to be performed by the Contractor under the Agreement shall be completed without further compensation than that provided for in the Agreement. The acceptance of work under the Agreement and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the Agreement. In no event shall payment of consideration by County constitute or be construed to be a waiver by County of any default or covenant or any Default by Contractor. County's payment shall in no way impair or prejudice any right or remedy available to the County with respect to such default.

12. Consent to Jurisdiction

Contractor shall consent to the exclusive jurisdiction of the courts of the State of Florida in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Sole and exclusive venue shall lie in Columbia County, Florida.

13. End-Term Provisions

The Contractor shall have ninety (90) days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.

14. Notice of Litigation

Contractor shall agree to notify County within seventy-two (72) hours of any litigation or significant potential for litigation of which Contractor is aware. Further, Contractor will be required to warrant that it will disclose in writing to the County all litigation involving the Contractor, Contractor's related organizations, owners, and key personnel. Said notification shall be limited to incidents arising solely in Columbia County.

15. Agreement to Pay Attorney's Fees and Expenses

In the event either party should default under any of the provisions of this agreement and the other party should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of either party, the prevailing party shall recover from the other party the reasonable fee for such attorneys and such other reasonable expenses and costs so incurred.

16. Notices

All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by either registered or certified mail or by nationally recognized guaranteed over-night courier service, postage prepaid, as follows:

If to County:	County Manager Ben Scott Post Office Box 1529 Lake City, Florida 32056-1529
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With a copy to: County Attorney
Joel Foreman
Post Office Box 1529
Lake City, Florida 32056-1529

If to City: City Manager
Wendell Johnson
205 North Marion Avenue
Lake City, Florida 32055

With a copy to: City Attorney
Herbert F. Darby
Post Office Drawer 1707
Lake City, Florida 32056-1707

If to Contractor:

With a copy to:

17. Execution Counterparts

This agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute and be one and the same instrument.

18. Binding Effect

This agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

19. Severability

In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

20. Public Records

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Records Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provision required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Contractor will maintain original or copies of its records regarding or arising out of this agreement for a minimum of

five (5) years after the termination of this agreement, and shall make such records reasonably available to the County upon request.

21. Entire and Complete Agreement

This agreement as amended and all appendices hereto constitute the entire and complete agreement of the parties with respect to the services to be provided hereunder. This agreement unless provided herein to the contrary, may be modified only by written agreement duly executed by the parties with the same formality of this agreement.

22. Additional Covenants

a. Contractor hereby agrees that it will not bring an action in any court or other forum seeking to void, nullify, terminate or set aside this agreement on the grounds that the agreement does not comply with the laws of Florida, including the Constitution of the State of Florida as revised in 1968 and subsequently amended (the "Constitution"). For clarification, the parties agree that the foregoing is not an acknowledgment by either party that this agreement does not comply with the laws of the State of Florida, including the Constitution, and that the foregoing statement does not amend, modify or limit the parties' respective representations herein.

b. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement to the extent and in the event a court of competent jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

23. Survival of Representations and Warranties

All representations, warranties and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by the parties contained in this agreement, or in any document delivered in contemplation hereof, shall survive the execution of this agreement and the termination, either voluntarily or involuntarily, of this agreement.

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

COLUMBIA COUNTY, FLORIDA

By: _____
Bucky Nash, Chair
Board of County Commissioners

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

(SEAL)

CITY OF LAKE CITY, FLORIDA

By: _____

Print: _____

Title: _____

ATTEST: _____

Print: _____

Title: _____

(SEAL)

CONTRACTOR:

By: _____

Print: _____

Title: _____