

## **REINSTATED AND AMENDED**

### **BACKUP AGREEMENT FOR AMBULANCE SERVICES**

**THIS REINSTATED AND AMENDED BACKUP AGREEMENT** is made and entered into on this \_\_\_\_ day of February 2026, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (“County”) and **AMERIPRO EMS of Florida LLC**, a Florida Limited Liability Company authorized to do business in the State of Florida, whose address is 4810 Executive Park Ct., Ste. 112, Jacksonville, Florida 32216 (“AmeriPro” or the “Contractor”).

### **RECITALS**

**WHEREAS**, the County recognizes that the systematic and prompt rendition of emergency medical services saves lives, reduces disabilities, and mitigates suffering associated with acute illnesses;

**WHEREAS**, 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 wellbeing of the citizens of the County;

**WHEREAS**, the County solicited a Request for Proposals seeking a contractor to provide emergency ambulance and advanced life support medical services for the unincorporated area of Columbia County and the incorporated areas of the City of Lake City and the Town of Fort White;

**WHEREAS**, in response to the County's solicitation for such services, the County selected the Contractor as one of two responsive proposals to provide such ambulance and advance life support services, including health services involving the examination, diagnosis, treatment, prevention, medical consultation, and administration for advance life support (herein collectively the "Emergency Medical Services" or "EMS");

**WHEREAS**, the County previously engaged the Contractor on a “back up” basis, such that if the first contractor was unable to serve or the County terminated that contractor’s service agreement with the County, then the Contractor would, at the prices and terms set forth in the Agreement made at that time (the “Backup Agreement”), immediately render services to the County as if it were the primary contractor selected through the solicitation;

**WHEREAS**, on October 16, 2025, in an effort to conserve resources and in reliance upon improving performance of the first contractor, the County terminated the Backup Agreement with an effective termination date of January 26, 2025;

**WHEREAS**, since termination of the Backup Agreement, the County has observed a decline in the first contractor’s on-time performance, and recent developments have demonstrated to the County a renewed need for a backup contractor to be in place;

**WHEREAS**, the County reached out to AmeriPro to inquire about its interest in reinstating the prior Backup Agreement, but since the 2024 solicitation AmeriPro had made an adjustment to

its pay structure for Paramedics, resulting in an increase in its contract price since the original Backup Agreement was formed;

**WHEREAS**, Florida Statutes sections 287.057(3)(a) and (e)5. provide for exemptions to competitive bidding for commodities or services when an emergency condition exists or when the County is seeking “[h]ealth services involving examination, diagnosis, treatment, prevention, medical consultation, or administration”, and emergency ambulance services entail examination, diagnosis, treatment, and administration of such health services;

**WHEREAS**, the Contractor presently operates in Columbia County as an ambulance services provider fully licensed by the Florida Department of Health (the "Department") as required by Florida Statutes section 401.25;

**WHEREAS**, the City of Lake City and Town of Fort White are provided with EMS by the Contractor under and in accordance with the terms, provisions, requirements, and limitations of this Agreement;

**WHEREAS**, the Contractor has advised both the County and the City that it is willing and will provide the entire area of Columbia County, including the areas of both the City of Lake City and the 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;

**WHEREAS**, at no cost to the Contractor, the County shall furnish and manage all emergency ambulance dispatch and communications services, to the exclusion of non-emergency or inter-facility transport communications, through the County's 911 Communications Center;

**WHEREAS**, the purpose of this Agreement is to protect and enhance the public health, welfare, and safety of the citizens of the County through the establishment of emergency medical services and transportation plans, and to provide for minimum standards for emergency and non-emergency medical services, personnel, vehicles, and medical direction;

**WHEREAS**, the Contractor represents as follows:

- A. Contractor is authorized to do business in the State of Florida and has all requisite power and authority to carry on its business as contemplated herein; owns, holds, or otherwise controls its property which it will use in the performance of this Agreement; and is otherwise duly authorized to enter and perform its obligations under this Agreement; and
- B. The undersigned representative for the Contractor is duly authorized by the Contractor to enter into this Agreement, and this Agreement has been duly executed and delivered by Contractor through its agent or officer; the Contractor specifically represents that compliance with the terms and provisions hereof shall not: (i) require the further approval or consent of any other party, except as may be provided for by this Agreement; (ii) contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on

Contractor; or (iii) violate or contravene the charter or bylaws of Contractor or any other Agreement or instrument in existence to which Contractor is a party on the date of this Agreement; and

- C. This Agreement constitutes a legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or other similar laws, from time to time in effect, which affect creditors' rights generally; and
- D. There are no pending actions or proceedings questioning the validity of this Agreement before any court or administrative agency to which Contractor is a party; and
- E. Contractor is fully financially and otherwise capable of performing its obligations hereunder; and
- F. During the entire term of this Agreement, the Contractor shall maintain in current status and good standing its licensure as an advanced life support ("ALS") service as required by Section 401.25, Florida Statutes, and all other applicable local, state, and federal laws.

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

## **I. RECITALS**

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

## **II. DEFINITIONS**

- A. "A & O" is the abbreviated call type for Alpha and Omega.
- B. "Advanced Life Support" or "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.
- C. "Agreement Administrator" means the County Manager, or his/her designee. The County Manager, or his/her designee, shall serve as the liaison between Contractor and the County.
- D. "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.

- E. **“B – E”** is the abbreviated call type for Bravo through Echo.
- F. **“Basic Life Support” or “BLS”** 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 EMT National Standard Curriculum. The term “basic life support” also includes other techniques which have been approved and are performed under conditions specified by rules of the Department.
- G. **“Basic Life Support (BLS) Level Patient”** means the acuity of the patient requiring inter-facility non-emergency ambulance transport is such that the medical director has authorized the care to be managed by an EMT.
- H. **“City”** means the City of Lake City, Florida, a municipal corporation, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055.
- I. **“County”** means Columbia County, Florida, including all incorporated areas (City of Lake City and Fort White).
- J. **“Contractor”** means AmeriPro EMS.
- K. **“Default”** means the Contractor’s non-compliance with the standards and performances as defined in this agreement, or other covenants of this agreement.
- L. **“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.
- M. **“Dispatch”** shall mean the Columbia County 911 Communications Center or any other department or entity charged by the County with provision of dispatch services.
- N. **“Disaster”** means an occurrence of a severity and magnitude that normally results in death, injuries, 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.
- O. **“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.

- P. **“Emergency Calls”** are those received via the 911 Public Safety Answering Point(s)(PSAP) or a county emergency management communications center.
- Q. **“Emergency Medical Personnel”** means those persons who are First Responders, Emergency Medical Technicians, or Paramedics working for any Fire District, Department, or the Contractor.
- R. **“EMS”** means emergency medical services.
- S. **“EMS System”** means the comprehensive coordinated arrangement of resources and functions to respond to medical emergencies and provide emergency and non-emergency ambulance service.
- T. **“Emergency Medical Technician”** (“EMT”) means a person who is certified by the Department to perform basic life support pursuant to Florida Statutes.
- U. **“Emergency Medical Technician-Paramedic”** (“EMT-P”) means a person who is certified by the Department to perform all ALS procedures.
- V. **“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 appraiser shall be appointed by a court of competent jurisdiction and seated in Columbia County, Florida.
- W. **“First Responder”** means any person, Fire Department vehicle, police vehicle, or non-transporting ambulance capable of providing appropriate BLS or ALS, under the first responder program approved and administered by the Medical Director.
- X. **“Fuel”** means diesel fuel or gasoline used for ambulances in furtherance of emergency services.
- Y. **“Information Security Incident”** means any breach, invasion, hacking, theft, or ransom attack relating to any data system, records, or other telecommunications or computer system that holds, stores, or otherwise makes available any confidential personal or medical patient information in the custody or control of Contractor pursuant to Contractor’s work pursuant to this Agreement.
- Z. **“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.
- AA. **“Contractor Medical Director”** means the licensed physician (or his/her

designee) selected by the Contractor who serves and carries out the duties assigned to the Contractor as described in this agreement. Said physician or physicians provide medical supervision, including appropriate quality assurance to the Contractor and shall coordinate with the County Medical Director as required

- BB. **“County Medical Director”** means the licensed physician (or his/her designee) selected by the County who serves and carries out the duties assigned to the County as described in this agreement. Said physician or physicians provide medical supervision, including appropriate quality assurance to the County and shall coordinate with the Contractor Medical Director as required.
- CC. **“Medical Protocol”** means any diagnosis-specific or problem oriented written statement of standard procedure, or algorithm, promulgated by the Medical Directors as the medically appropriate standard of out-of-hospital care for a given clinical condition.
- DD. **“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.
- EE. **“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.
- FF. **“Non-Emergency”** means any request for ambulance transport service for a patient, which is not an emergency request.
- GG. **“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.
- HH. **“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.
- II. **“Person”** means and includes any individual, firm, association, partnership, corporation, or other group or combination acting as a unit.
- JJ. **“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 Directors.

- KK. “**Response Time**” means the actual elapsed time between shipment of call via Computer Aided Dispatch (CAD) System (e.g. address, callback number and presumptive designation) from Dispatch to the Contractor 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.
- LL. “**Response Time Clock**” means the computer aided dispatch system’s internal clock measuring response times and other time intervals.
- MM. “**Service Area**” means that area which is contained within the boundaries of Columbia County, Florida.
- NN. “**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.
- OO. “**Wall Time**” means the time that ambulances are delayed at a receiving emergency department because the department is not prepared to take the patient into the admission process and therefore the ambulance crew is held awaiting patient admission. If this time exceeds fifteen minutes, the admission is considered delayed by wall time. Wall time delays are beyond the control of the ambulance contractor.

### **III. REINSTATED AND AMENDED BACKUP CONTRACT**

- A. This agreement is made and entered as a reinstated and amended backup contract to the primary contractor selected by the County pursuant to a solicitation in which both the Contractor and primary contractor submitted proposals. The County previously accepted the pricing and terms as bid in response to that solicitation, but on a backup basis such that full pricing and consideration under this Agreement would only apply if the primary contractor’s agreement with the County to provide

Ambulance services were terminated and Contractor was given notice, in writing, that performance under this Agreement was requested and required by the County.

- B. The deviations in pricing and terms from the original Backup Agreement to this agreement as further set forth herein are the product of reinstatement negotiations completed pursuant to F.S. section 287.057(3)(e)5.
- C. As consideration for maintaining continuity of its level of service in Columbia County, the County shall compensate the Contractor at the rate of \$17,500.00 per month, payable on the first day of each month for a period ending September 30, 2029, or until this agreement is activated, canceled, or terminated. Said monthly amount is paid expressly for the purpose of binding Contractor to its obligation to remain at ready to immediately meet the terms, conditions, and requirements of this Agreement if Contractor is called on at any time during the contract term to serve as primary provider of Ambulance services to the County.
- D. At any time prior to activation of this contract as set forth below, the County or the Contractor may give written notice canceling this contract not less than 90 days before the effective date of such cancelation. If activation occurs during the 90-day period, then in such event the parties agree the contract shall be enforced and subject to termination only as provided under the activated agreement.
- E. The backup provisions in this part shall be enforceable until and unless the Agreement is activated, at which time this part shall not longer be effective and Contractor shall proceed and be compensated according to the terms of this Agreement following activation.

#### **IV. OPERATIONAL REQUIREMENTS UPON ACTIVATION**

- A. **CONTRACTOR'S OBLIGATIONS UPON CONTRACT ACTIVATION OF CONTRACT ARE:**
  - 1. From the activation date until September 30, 2029 and for any renewal term, the Contractor shall furnish all Emergency Ambulance Services for the entire population of Columbia County, Florida, including all incorporated areas of the City of Lake City and The Town of Fort White.
  - 2. The Contractor shall be the County's exclusive Emergency Ambulance Contractor.
  - 3. All Contract Ambulance services shall be provided at the EMT-Paramedic level unless otherwise authorized by both the County and Contractor Medical Directors.
  - 4. The Contractor shall furnish stand-by coverage of all structure fires.

5. The Contractor understands and agrees that fluctuations in demand for EMS response to Emergency Calls will require adequate units to meet the response time requirements established by this Agreement. Notwithstanding this, the Contractor shall commit no fewer than the following units and personnel exclusively to the service of Emergency Ambulance response to the territorial jurisdiction of Columbia County, Florida:
  - a. Five (5) 24-hours per day, 7-days per week ALS level ambulances (Paramedic)
  - b. One (1) 12-hours per day, 7-days per week ALS level ambulances (Paramedic)
  - c. One (1) 24-hours per day, 7 days per week Paramedic Supervisor.

**B. RESPONSE TIME PERFORMANCE, RELIABILITY, AND MEASUREMENT METHODS**

1. Response Time shall be calculated as a function of dispatch operations and field operations. Because this Agreement is performance-based, the County shall not unreasonably limit the Contractor's flexibility in the methods of providing EMS service other than the minimum staffing and other requirements described herein. It is the intent of the County to use a fractile method for measuring response time under this Agreement.
2. The County expressly reserves the right to periodically review and approve the Contractor's deployment plans. The parties shall coordinate their efforts to ensure Contractor is conforming at all times to the Response Time Standards herein.
3. Any error on the Contractor's part in any one phase of its operation shall not serve as a basis for an exception to the Contractor's performance in another phase of its operations.
4. Appropriate Response Time performance is the result of a coordinated effort of the Contractor's total operation and therefore it is solely the Contractor's responsibility to coordinate the Contractor's operations.
5. The Contractor shall not be held responsible for a failure to meet Response Time Standards if the reason for said failure is clearly attributable to a failure on the part of the County 911 Communications Center, as determined by the Agreement Administrator.
6. The Contractor shall not be held responsible for a failure to meet Response Time Standards if the reason for said failure is clearly attributable to ambulances being held at the receiving hospital (wall time) for more than

thirty minutes after arrival at the receiving hospital.

7. The Contractor shall not be held responsible for a failure to meet Response Time Standards if the reason for said failure is clearly attributable to more than two ambulances transporting to hospitals outside of Columbia County where such transport was medically necessary due to Columbia County lacking appropriate facilities, resulting in depleted transport ambulances in the County.
8. The Contractor shall not be held responsible for a failure to meet Response Time Standards during the transition period between contracted providers. Full responsibility for Response Time Standards will commence sixty days after the full transition of services.
9. Response Times shall be measured in minutes and integer seconds, and shall be “time stamped” by the County-provided computer aided dispatch system.
10. Response Time Requirements – Urban Zone
  - a. The area designated as “Urban” is generally described as the central and generally more developed areas of the County. The area is specifically delineated as the Urban Zone on *Attachment 2 —Service Area and Response Time Standards*.
  - b. For each response presumptively determined to be an emergency response (IAED categorized B-E) the Contractor shall place transport capable paramedic unit on scene within 11 minutes zero seconds at 90 percent reliability for assignments in urban response areas. Calls that are unable to be prioritized shall be considered in the B-E Category.
  - c. 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.
  - d. For each response presumptively determined to be a non-life-threatening emergency response (as categorized by International Academies of Emergency Dispatch standards, or equivalent, as Alpha or Omega level calls) the contractor shall place transport capable paramedic unit on scene within 21 minutes zero seconds at 90 percent reliability for assignments in urban response areas.

8. 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 2 —Service Area and Response Time Standards*.
- b. 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 17 minutes zero seconds at 90 percent reliability for assignments in rural zones. Calls that are unable to be prioritized shall be considered in the B-E Category.
- c. 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.
- d. For each response presumptively determined to be a non-life-threatening emergency response (as categorized by National Academies of Emergency Dispatch standards as Alpha or Omega level calls) the contractor shall place transport capable paramedic unit on scene within 26 minutes and zero seconds at 90 percent reliability for assignments in rural response areas.

9. Response Time Measurement Methodology.

- a. Time intervals: System Response Time shall be measured from the time the call is shipped until the first arriving transport capable ambulance is on scene. System Response Time includes the County 911 Communications Center call processing component and the Contractor response time component. Contractor performance shall be judged based upon the "Dispatched to Arrival" time interval.
- b. The time stamp that will be used is the time the call is shipped by the dispatch center. The indicator is referred to as "dispatched" in the computer aided dispatch (CAD) system.
- c. Arrival at an incident location means the moment an Ambulance crew notifies the County's 911 Communications Center that it is fully stopped at the location where the Ambulance shall be parked while the crew exits to assist the Patient. In situations where the Ambulance has responded to a location other than the scene, such as a staging area in cases involving hazardous materials or violent crime, arrival at an incident location shall be the time the Ambulance arrives at the proper staging location. The Medical Director may require the Contractor to

log the time the patient is first contacted by the Contractor's personnel for medical research purposes; however, arrival time shall not be measured for purposes of Response Time under this Agreement.

- d. If an Ambulance fails to report upon its arrival at the incident location, then the time of the next communication between the 911 Communications Center and that Ambulance following arrival on scene shall be used for measurement purposes. Contractor understands and agrees that failing to timely report arrival at an incident location will result in a longer response time than would have resulted with proper reporting. Failure to adequately notify the County's 911 Communications Center that it is fully stopped at the location where the ambulance shall be parked shall not be grounds for the Agreement Administrator to grant an exception.

10. "Turn Arounds" and Canceled Response Calls

- a. From time-to-time 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: Once dispatched, the 911 Communications Center or the Contractor can reassign an Emergency Ambulance in accordance with approved medical protocols.
  - ii. If an Ambulance is reassigned en route prior to arrival on scene, by the 911 Communications Center, then the Response Times for the original call and reassigned call may be afforded an exception.
  - iii. Diversions of an en route ambulance to a different call may occur when the ambulance is the closest unit to a higher priority call.
- b. The Contractor may determine to cancel response to a call prior to arrival on scene in accordance with approved medical protocols if provided with supplemental information from First Responders on scene or the 911 Communications Center. If an assignment is canceled by the caller prior to arrival on the scene of the Emergency Ambulance, the Contractor's compliance shall not be calculated or subject to enforcement pursuant to this Agreement.

11. Contractor shall not be held accountable for Emergency Response Time compliance for assignments 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.

12. Each incident shall be treated as a single response regardless of the number of units utilized by the Contractor to respond. Only the Response Time of the first-arriving ALS Ambulance shall be counted.
13. The Contractor shall implement protocols to provide for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood and agreed that from time-to-time unusual factors beyond the reasonable control of the parties may affect the achievement of Response Times Standards. These unusual factors include unusually severe weather conditions, mass casualty incidents requiring three or more ambulances, or disasters as declared by a unit or units of government. Notwithstanding the fact of any of the foregoing occurrences, all exceptions hereunder shall require written approval of the County's Agreement Administrator. Said approval shall not be unreasonably withheld.
  - a. If the Contractor feels that any response or group of responses should be excluded from the calculation of Response Time due to factors beyond the Contractor's ability to reasonably control, the Contractor must provide detailed documentation as to each such response to be excluded, including the date and time of the call and the reason or reasons for the request. All documents shall be provided to the County Agreement Administrator. Requests must be in writing and received by the County Agreement Administrator within 96 hours of the incident time.
  - b. Should the Contractor dispute the County's decision to reject an exception request, then the Contractor may appeal the County's decision to the County Manager in writing within five (5) days of the receipt of Response Time calculations summary. The County Manager's ruling shall be final and binding, and Contractor hereby irrevocably waives any appellate remedies that might exist but for this Agreement.
  - c. Equipment failure, traffic congestion, Ambulance failure, or other similar causes relating to human error shall not constitute grounds for an exception.
14. Isolated instances of individual deviations of Response times are considered instances of minor non-compliance with the Agreement.
  - a. **B-E** – For every Emergency Request to which Contractor's response time exceeds the Response Time provided for in Section III(B) hereof, the County shall deduct liquidated damages from the invoiced subsidy per quarter in the Amount seven (\$7.00) dollars for each minute, or

portion thereof, which exceeds the applicable Response Time.

- b. **A & O** – For every Emergency Request to which Contractor’s response time exceeds the Response Time provided for in Section III(B) hereof, the County shall deduct liquated damages from the invoiced subsidy per quarter in the Amount of three (\$3.00) dollars for each minute or portion thereof, which exceeds the applicable Response Time.
15. Not meeting Response Time Standards for at least 90 percent of measured calls in any one month shall constitute major non-compliance with this Agreement.
  16. Penalties for Major Non-Compliance
    - a. The schedule for penalties under this part and occurring within any 12-month period shall be enforceable per zone as follows:
      - i. First Occurrence: \$5,000 for each failing zone
      - ii. Second Occurrence: \$10,000 for each failing zone
      - iii. Third Occurrence: \$15,000 for each failing zone
      - iv. The fee schedule shall be applied by examining the current offense and measuring in time whether the offense is the first, second, or third to occur within the preceding 12-month period. Non-compliance in either zone shall constitute an event of Major Non-Compliance for purposes of calculating the applicable year.

C. **Vehicles and Equipment**

1. Except as provided herein, the Contractor is required to provide and maintain all Ambulances, support vehicles, on-board medical supplies, and equipment.
  - a. Equipment. All equipment and medical supplies utilized by Contractor shall meet or exceed the minimum requirements established by the Medical Director and Federal and State requirements for ALS ambulances. The intent of this provision is that Contractor has adequate reserve equipment to service the County.
  - b. 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 standards. New or replacement ambulances shall meet the equivalent standards at the time the ambulance is placed into service. Each failure to adhere to the requirements of this part shall constitute Major Non- Compliance.

- c. The schedule for penalties under this part and occurring within any 12-month period shall be as follows:
  - i. First occurrence \$5,000
  - ii. Second occurrence \$10,000
  - iii. Third occurrence \$15,000
  - iv. The fee schedule shall be applied by examining the current offense and measuring in time whether the offense is the first, second or third to occur within the preceding 12-month period.
2. The Contractor shall provide an annual listing of all Ambulances (including reserve ambulances) used in the performance of this Agreement, including registration, vehicle identification numbers, and mileage.
3. Ambulance, Vehicle, and Equipment Maintenance.
  - a. The Contractor shall be exclusively responsible for provision and maintenance of all Ambulances, support vehicles, and on-board equipment used by the Contractor in the performance of its work. All Ambulances and equipment used in the performance of the Agreement shall be maintained in a clean and orderly condition at all times. Any Ambulance, support vehicle, or piece of equipment with any deficiency that may reasonably compromise its full function under emergency conditions shall be immediately removed from service until such time as it is repaired or replaced.
  - b. The appearance of all Ambulances and equipment must be maintained in a clean and undamaged condition. Ambulances or equipment with cosmetic damage shall be removed from service and repaired before returned to service.
  - c. The Contractor shall implement an Ambulance maintenance program to achieve the highest standard of reliability appropriate to a modern paramedic level Ambulance service. The Contractor shall employ appropriately trained personnel in the maintenance and repair of Ambulances, develop and implement standardized maintenance practices, and incorporate a thorough and reliable 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.
  - d. Costs of replacement, maintenance, or repairs to Ambulances, Vehicles or Equipment shall be the sole obligation of the Contractor and shall not

be invoiced or submitted for reimbursement to the County.

4. Personal Safety Equipment. Personal safety equipment shall be provided for all of Contractor's employees in accordance with federal or state standards as applicable from time to time. It shall be the Contractor's responsibility to maintain or replace any personal safety equipment required for the performance of the Agreement. Contractor represents and agrees that it is obligated to always remain up to date and in compliance with federal or state safety requirements.

**D. Communications System Management**

1. The Contractor is required to utilize the County's 911 Communications Center for dispatch. Upon receiving written approval from the County, the Contractor may locate one of Contractor's employees at the Center for dispatch and tracking purposes. The employee so designated and approved by the County shall have access to the Center twenty-four hours per day, seven days per week. The Contractor's employee shall meet or exceed all requirements and certifications required of County employees assigned to dispatch duties at the Center.
2. Dispatch services for Emergency responses originating through the 911 system shall be provided by the County at no cost to the Contractor. This Agreement does not provide for dispatch of non-emergency or interfacility transport communications.
3. The County shall furnish and manage emergency Ambulance dispatch and communications services center sufficient to handle all requests for emergency Ambulance services within the Service Area. Such services shall include, but are not limited to, provision for dispatch personnel, equipment, acquisition and maintenance of necessary equipment, in-service personnel training, quality improvement monitoring, purchasing and inventory control, and related support services. Contractor shall take no role or responsibility for the components of the County's emergency management communications systems. Contractor shall, however, furnish all equipment to its ambulances, support vehicles, facilities, and employees as necessary to communicate with the 911 Communications Center including, but not limited to, radios, MCTs, and pagers.
4. The County utilizes an Association of Public Safety Communications Officials (APCO) Project 25 (P25) Phase 1/Phase 2 700 MHz. All mobile, portable, and control station equipment shall be equipped with the minimum FLASH listed at Section 5 of the Secondary User Radio System Agreement attached hereto. For the selective alerting of individual users and/or user groups, a Call Alert can be used to trigger an activity such as a Call Alert may cause a vehicle's horn to sound and its lights to flash.

Columbia County operates a VHF overlay conventional analog simulcast multisite communications system that allows for two tone paging for analog notification. Columbia County utilizes non-brand specific 700/800 MHz pagers with the ability to encrypt and receive voice/tone alert announcements for its primary notification/alerting receive devices. (*Attachment 1*)

E. **Data and Reporting Requirements**

1. Contractor shall complete, maintain, and provide copies of its records including those records reflecting:
  - a. Each request for service dispatched to the Contractor Equipment failures;
  - b. Vehicle maintenance histories;
  - c. Patient accounts, subject to restrictions on such data as may be provided by law;
  - d. Deployment planning;
  - e. Continuing education and certification as well as documents reflecting training compliance; and
  - f. State Inspections by Florida Department of Health.
2. Contractor shall provide to the County, within 10 days following the first business day of each calendar month, reports detailing the Contractor's performance during the preceding month. Reports shall reflect the Contractor's performance of clinical, operational, and financial duties imposed by this Agreement. The Contractor shall rely upon the County to provide operational reports reflecting Response Time from the CAD system. Response Time compliance and customer complaint resolution shall be reported not less than monthly for the duration of this Agreement. Other items to be reported shall be upon the County's reasonable request and in a format to be approved by the County.
3. Contractor shall maintain financial records in a manner to facilitate efficient comparison of dispatch and Patient Account records such that the County may properly monitor 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 format approved by the County and in compliance with applicable state or federal law and generally accepted accounting principles.

4. Contractor will be required to sign a Business Associate Agreement (Privacy and Security) to ensure compliance with the privacy and security regulations pursuant to Health Insurance Portability and Accountability Act of 1996 and any amendments thereafter. Contractor will be required to designate the County as a Covered Entity to provide for the protection of the privacy and security of Health Information.

F. **Integration of First Responders**

The Contractor shall foster an integrated First Response program with the County Fire Department and shall, at minimum, provide the following:

1. The 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. The Contractor shall restock in a timely fashion all disposable supplies used by the First Responders agencies in the treatment of patients through its ALS units.
3. The on-scene management of an emergency incident and the structure and organization of responding resources within a standard hierarchy shall be governed by this Agreement. 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 any emergency.

G. **Special Events Coverage.**

The Contractor may, upon request by the Columbia County School Board and pursuant to separate agreement, provide dedicated stand-by coverage for varsity home football games at no charge to Columbia County. Other services made available by the Contractor to the School District shall also be extrinsic to this Agreement. The Contractor understands and agrees that standby and special events coverage may be provided by other ambulance services holding a COPCN within Columbia County, and that the County may issue additional COPCN's to meet demand for such services.

H. **Community Education / Access Education Requirements.**

The County desires that the Contractor take significant steps to improve prevention and system access through community education programs to be provided to the school system and civic groups. The Contractor shall take reasonable steps to facilitate such programs within the County in collaboration with other public safety

and EMS related groups including but not limited to the American Heart Association, the American Red Cross, and the County Fire Department.

1. Disaster Drill Preparedness. As requested by the Chief of the Columbia County Fire Department or the Columbia County Sheriff, the Contractor shall participate in all disaster drills conducted by County agencies.
2. CPR Training. The Contractor shall provide CPR Training to the 911 Communications Center, as requested.

**I. Participation in System Development**

The parties understand and agree that further development and improvement of the EMS system within the County and across the region will be necessary to enhance disaster response and mutual aid programs. The County participates with a variety of EMS related boards and committees. The Contractor shall support the County's efforts in enhancing these relationships through the Contractor's participation alongside the County.

**J. Mutual Aid**

The Contractor shall manage its mutual aid agreements with other governmental agencies and EMS providers in a manner that does not in any way compromise or jeopardize the Contractor's ability to meet or exceed Response Time standards required by this agreement.

**K. Disaster Assistance and Response**

1. The Contractor shall be actively involved in planning for and responding to any disaster declared by any governmental entity with jurisdiction within the State or County. Disaster coordination shall be facilitated by and with the County Emergency Management Director. The parties shall develop a "mass casualty incident" plan and an "emergency disaster" plan following incident command system guidelines provided by the County. The Contractor's supervisory personnel shall each complete incident command training and hazardous materials training. The participation shall include training, drills, and exercises.
2. In the event a disaster occurs 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 its best efforts to maintain primary Emergency services throughout any disaster response period. During the period of the disaster performance requirements for Response Times will not be reviewed by the County and no penalty for non-compliance shall be imposed by the County upon the

Contractor.

3. Additional and direct costs resulting from the performance of disaster services that are determined to be non-recoverable from third parties may be invoiced for payment by the County according to fees schedules consistent with then-current Federal or FEMA guidelines. Invoices for uncovered costs incurred in disaster response shall not include any cost for maintaining normal levels of service under this Agreement during the disaster. Incurred costs shall be paid by the County only to the extent the County obtains relief through Federal or State agencies.
4. Disaster Management Capabilities. In the event of a disaster as declared by a governmental agency, the Contractor will integrate its delivery of services with the County's Comprehensive Emergency Management Plan, and provide no less than:
  - a. Around-the-clock staffing of the Emergency Operations Center Emergency Support Function #8, or "ESF 8",
  - b. If requested by the County, staffing for the Emergency Operations Center's infirmary with at least one medically trained person;
  - c. If requested by the County, around-the-clock ambulance stand-by services at the County's special needs shelter;
  - d. As requested by and in cooperation with the County, assistance with post-disaster inspections of homes of special needs patients prior to returning them to their homes;
  - e. If requested by the County, Ambulance "strike teams" assembled using assets from other Contractor-owned facilities or operations.

**L. Deployment Planning and Initial Plan.**

During the first 60 days of operations, the Contractor shall be excused from meeting the performance standards provided herein. During these 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.

**M. Handling Service Inquiries and Complaints.**

1. The Contractor shall log and report to the County all inquiries and service complaints. The Contractor shall provide prompt response and follow-up to such inquiries and complaints and document those responses for the County's periodic review as provided herein. Such responses and reported with appropriate attention paid to patient confidentiality.

2. The Contractor shall on a monthly basis submit to the County a list of all complaints received and their disposition, status, or resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the County Medical Director within twenty-four (24) hours of the Contractor's receipt of same.

## V. CLINICAL AND EMPLOYEE PROVISIONS

### A. Medical Oversight.

The Contractor shall employ its own Contractor Medical Director necessary to providing services under this Agreement. The County shall furnish its own Medical Director for First Responder agencies. The County will provide 911 emergency dispatch through an independent Contract with a qualified Medical Director

1. Except to the extent of County's responsibilities under this agreement (911 dispatch and first responder), duties of the Medical Director employed by the Contractor shall:
  - a. Establish a uniform and appropriate standard of care, as defined herein.
  - b. Subsequently enhance the 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 quality improvement programs. 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 required, 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 these requirements may include:
    - i. Persons receiving telephone requests for ambulance services;
    - ii. First Responders;
    - iii. Ambulance personnel;
    - iv. Field training personnel; and
    - v. Medical control physicians.

- d. Administer the approval, testing as required, and authorization of EMS system personnel, and establish and promulgate written guidelines in connection therewith.
  - e. Develop guidelines for online medical control, transport destination policies, and use of air medical services in support of the EMS system's mission.
  - f. No less frequently than once every four months, report to the County Administrator on the clinical aspects of the quality of care and the Response Time provided by the Contractor and the First Response agencies.
  - g. 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.
  - h. Monitor all aspects of system performance including clinical quality of care and verification of Response Time performance reported by First Responders and the Contractor.
  - i. Attend meetings of local medical societies, and represent the EMS system at appropriate EMS meetings, seminars, and conferences in order to stay abreast of developments in emergency medical care.
  - j. 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.
2. The County's Medical Director shall be responsible for the 911 Communications Center and the County's first responders. The City's Medical Director shall be responsible for the City's first responders.
  3. Medical Protocols. The Contractor shall comply with Contractor Medical Director's and County Medical Director's Medical Protocols and other requirements of standard of care as established by the Medical Directors. Current Medical Protocols will remain on file at the Office of the County Manager. In the event the Medical Protocols of the Contractor and County Medical Directors are within the professional standard of care owed to patients but come into any conflict, the parties shall confer and resolve the same to provide the higher standard of medical care.
  4. Direct Interaction with Medical Control. Field and communications personnel shall interact directly with the system's medical leadership on all issues related to Patient care. This personal professional responsibility is

essential.

5. Medical Review and Audits. The goal of the medical audit process is to improve Patient care by providing feedback on 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.
6. The Contractor'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 shall not be required unless directed by the Contractor's Medical Director.
7. The Contractor shall have responsibility for each of the following quality assurance activities:
  - a. Prospective
    - i. All of the Contractor's employees shall be oriented to and comply with the Contractor's system quality assurance program.
    - ii. Field personnel shall attend related medical training and continuing education sessions on a regular basis, the frequency of which shall be governed by the Contractor's program.
    - iii. The Contractor's quality assurance program will interface with other such programs implemented by other jurisdictions and providers in Florida.
    - iv. The Contractor will regularly review and revise quality assurance policies as necessary under the direction of the Contractor's senior management team, with oversight by the Contractor's Medical Director.
  - b. Concurrent
    - i. The Contractor shall employ paramedics to serve as Field Training Officers, Operations Supervisors, and Field Supervisors to provide ongoing evaluation of field personnel. The Operations Manager will serve as a field coach and mentor for post-incident review.
    - ii. The Contractor shall monitor and evaluate field and medical control communications.

- iii. Field personnel shall have the opportunity for continuing education and skill improvement. Field Training Officers will work with other field personnel to help improve performance.

c. Retrospective

- i. The Contractor shall ensure peer review of all patient records will be assessed for compliance with agency policy, medical protocols, standards of care, and quality issues which may be identified by the Contractor from time to time.
- ii. The Contractor's management will recognize, reward, and encourage positive provisions of Patient care.
- iii. The Contractor, through the Operations Manager, Supervisor, or the Medical Director, shall intervene with field personnel whose performance does not meet the Contractor's performance expectations.
- iv. The Contractor shall complete an audit of any transport where an invasive skill is performed to ensure continued provision of quality care.
- v. The Contractor shall assist the EMS community as requested with research projects or focus audits.
- vi. The Contractor shall routinely publish or provide feedback to field personnel and other EMS system participants regarding its quality assurance findings.

B. **Transport Requirement Limitations.**

1. Destinations. Contractor shall be required to transport Patients from all areas of the Service Area, to appropriate medical facilities in accordance with all Medical Control Destination Protocols.
2. Contractor May Restrict Service Based Upon Demonstrated Abuse Should the Contractor determine that an individual has abused the required transport provision for EMS services, the Contractor may report the name of that individual to the Contractor's Medical Director. The Contractor's Medical Director shall thereafter in the standard of care, reasonable procedures to enable the Contractor to decline to transport that individual after contact with online medical control.
3. The Contractor shall provide to the County a detailed summary on a quarterly basis of patient transport data to include patient pickup location, receiving facility, and number of miles charged.

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 paramedic attendants shall be cleared to render all ALS procedures provided according to medical control protocols. The paramedic shall be the primary caregiver for all emergency patients and shall accompany all patients in the back of the Ambulance during patient transport except as may be permitted in accordance with medical control protocols.

1. Emergency Ambulance Staffing Configuration:

- a. The contractor is required to staff not fewer than one (1) EMT-P and one (1) EMT on any ambulance responding to an Emergency Call.
- b. Any ALS First Response unit shall be staffed by at least one (1) EMT-P cleared to perform all ALS procedures provided in accordance with medical protocols.
- c. 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 24- hour, 7 day-a-week paramedic supervision within Columbia County. The supervisor on duty shall be the lead administrator in charge of each shift. The supervisor shall be available to serve as an interface with the County's 911 Communications Center, provide posting of ambulances, respond to customer service issues, respond to emergency calls, provide incident command support, and perform other tasks as assigned or as necessary during the shift. Failure to maintain proper staffing shall constitute a Major Non-compliance. The schedule for penalties under this part and occurring within any 12-month period shall be enforceable as follows:
  - i. First occurrence \$2,500
  - ii. Second occurrence \$5,000
  - iii. Third occurrence \$7,500
  - iv. The fee schedule shall be applied by examining the current offense and measuring in time whether the offense is the first, second or third to occur within the preceding 12-month period.
  - v. Upon the occurrence of any of the first three offenses in a 12-

month period, the County shall have the option to terminate this Agreement as provided herein. If a fourth offense occurs within any 12-month period, however, the County shall terminate this Agreement for cause.

**D. Character Competence and Professionalism of Personnel**

The Contractor shall always require professionalism and courtesy in both the conduct and appearance of Contractor's employees. The Contractor shall address and correct any departure from this standard of conduct upon receipt of a complaint from the County. 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 this 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 thereunder. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, marital status, veteran status, age, pregnancy, or any other characteristics protected by law. 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, marital status, veteran status, age, pregnancy, or any other characteristics protected by law. 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.

**VI. FINANCIAL AND ADMINISTRATIVE PROVISIONS UPON ACTIVATION**

**A. Term and Renewal Provisions.**

The initial term of the Agreement shall expire at midnight on September 30, 2029, but the effective start date shall only occur in the event this agreement is activated by written directive from the County. This agreement may be renewed for up to two additional five (5) year terms, so long as such renewal is in keeping with the terms and conditions of this agreement. Any requested change in material terms at the time of renewal may be grounds for either party to decline renewal, and if the County declines the services hereunder will be competitively bid.

**B. Methods and Form of Compensation.**

1. Stipend. The County shall pay an annual stipend for each year of this

agreement, commencing upon activation. Payment shall be as follows:

- a. The annual stipend amount shall be \$1,450,000.00, paid each month in advance in the amount of \$120,833.34, less deductions for any assessments for response delays or non-compliance due to the County under this agreement.
  - b. If activation occurs during any given fiscal year, the Contractor will be paid according to the schedule for that fiscal year on a prorated basis.
  - c. For any year or years of renewal beyond the initial term, the annual stipend shall be upwardly adjusted by 3% from the immediately preceding contract year.
2. Other than as otherwise specifically set forth, the Contractor is not additionally compensated by the County under this Agreement. The County provides market rights as additional consideration for the covenants herein made by the Contractor for the benefit of the County. In addition to the annual stipend set forth above, the following are the specific types of compensation available to the Contractor through this Agreement:
- a. Market rights. The County, except as otherwise outlined herein, shall utilize the Contractor exclusively for the performance of Emergency Ambulance services within Columbia County.
  - b. User fees. The pricing chart reflects usual and customary rates only, such as non-contract pricing, and does not reflect the fee arrangements stemming from contractual allowances that Contractor currently has or may have in place with the prevailing insurance providers. Request for usual and customary fee increases must be submitted to and approved by the County's board of county commissioners at least 60 days prior to implementation. The board's approval shall not be unreasonably withheld.
  - c. 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.
  - d. 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 cost to the County.

**C. User Fees and User Fee Regulation Process.**

1. User fee increase. Fee increases must be submitted to and approved by the County's board of county commissioners at least 60 days prior to

implementation of any increase.

2. Annual renegotiations of certain factors permitted. The County understands that certain economic variances occur beyond the control of the Contractor. It is the County's intent to reduce the risk of economic loss to the Contractor for these factors as much as possible. The County considers all factors related to labor and equipment to be within the control of the Contractor, and therefore no negotiated annual cost increases shall be predicated on labor or equipment costs. The annual stipend shall not be renegotiated for any reason.

The County shall allow negotiated cost increases to the extent of documented increases in the Contractor's actual costs of production directly resulting from increases in prices paid by the Contractor for major changes in the standard of care (consistent with industry practice and as may be approved by the County), or federal or state regulatory requirements which increase the Contractor's production costs. County shall also allow negotiated user fee increases in the event that there are substantial changes in federal reimbursement policy, which materially adversely affect the Contractor's operation. User fee increases to offset negotiated production cost adjustments shall be allowed on a prospective basis only and shall not be allowed retroactive.

Should the County and the Contractor reach an impasse in negotiated rate increases, as outlined in this section, either party may require that the matter be submitted to non-binding pre-suit or post-suit mediation in Columbia County, Florida, or a state court of competent jurisdiction in Columbia County, Florida.

#### **D. Billing System Professionalism**

The Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner. The Contractor shall not unduly pressure those Patients who legitimately cannot pay. Prior to the start date of this Agreement, the Contractor shall provide its then-current billing and collection policies and procedures to the County, including sample invoices, reminders, telephone collection methods, and handling of accounts turned over to collection. Policies about acceptance of assignment and write off should be specifically addressed. As these policies are amended by the Contractor the Contractor shall ensure the County receives updated copies of the policies inclusive of amendments or changes. Policies shall include not less than the following:

1. Local Access Phone Support. The Contractor shall supply a unique local phone number for billing inquiries from Patients and third party payers. 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. "On-scene" for purposes of this paragraph includes at scene, en route to or from the scene, or upon delivery of the Patient to the destination.
3. Financial Hardship Relief. In cases where a patient demonstrates legitimate financial hardship as defined by the Contractor's billing policies, the Contractor shall make all attempts to resolve any outstanding balance owed according to its policy up to and including forgiveness of the unpaid balance.

**E. Insurance and Indemnity Provisions.**

1. Prior to the time the Contractor is entitled to commence any part of the 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 Office of Insurance Regulation, said certificates listing coverages and limits, expiration dates, terms of policies, and all carriers issuing or reinsuring said policies; and (b) a copy of each policy, including all endorsements. Insurance requirements shall remain in effect out the term of this Agreement.
  - a. Commercial general liability insurance, including but not limited to, Bodily Injury, Property Damage, contractual liability, premises liability, 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 \$1,000,000 per occurrence; general aggregate limit of \$5,000,000. The Contractor shall secure casualty insurance coverage for rented premises of not less than \$100,000 per location.
  - b. Professional medical malpractice insurance, or Ambulance attendants malpractice coverage, including errors and omissions with minimum limits of \$2,000,000 per claim and \$4,000,000 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. Data Breach and Cyber Liability Insurance. The amounts of such

insurance shall be not less than \$1,000,000 per occurrence; annual aggregate limit of \$2,000,000.

- d. 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 bodily injury by disease for each employee; and \$1,000,000 bodily injury by disease.
- e. Commercial automobile liability. Bodily injury and property damage covering all vehicles used under the Agreement including owned, hired, and non-owned vehicles, including vehicles leased from the County, if any, with limits of not less than \$1,000,000 combined single limits bodily injury and property damage. Policies shall include coverage for loading and unloading hazards unless otherwise covered under general liability or professional liability. The Contractor shall provide primary coverage regardless of actual vehicle ownership.
- f. "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.

- a. Each policy shall require that thirty (30) days prior to its cancellation, or any material change in coverages or limits, a notice thereof shall be sent by the insurer to the County at its address of record. The Contractor shall also notify County in a like manner within twenty-four (24) hours after receipt, of any notices of cancellation, or material change in coverage received by the Contractor from its insurer; nothing shall absolve Contractor of this requirement to provide notice.
- b. Companies issuing insurance as required by this Agreement shall have no claims against the County 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 policies issued pursuant to this Agreement shall name the County, its officers, employees, and the Medical Director, as additional insureds (general liability, professional liability, cyber liability, and auto liability) and loss payee where appropriate.

3. All insurance shall be maintained with companies that:

- a. Have an AM Best minimum rating of A-;
- b. Are licensed or permitted to operate in the State of Florida; and

- c. Are in good standing with the Florida Office of Insurance Regulation 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. Information Security Incident Response. In the event that Contractor becomes aware of an Information Security Incident, Contractor shall:
  - a. Promptly notify the County, in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;
  - b. Investigate such Information Security Incident and conduct an analysis of the cause(s) of such Information Security Incident;
  - c. Provide periodic updates of any ongoing investigation to the County;
  - d. Develop and implement an appropriate plan to remediate the cause of such Information Security Incident, to the extent that such cause is within Contractor or any of its affiliates or subcontractor's control;
  - e. Provide: 1. Notification to potentially affected persons; 2. Credit monitoring services; 3. Identification protection services; 4. Establish and operate a call center; 5. Notification to any and all regulatory authorities; and 6. Other functions, services, or penalties as may be

required by law.

- f. Should it be determined that such Information Security Incident was the responsibility of the County, the County shall reimburse Contractor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident.
  - g. Both Contractor and the County shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all the County Data in Contractor or any of its affiliates or subcontractor's control.
  - h. Contractor will defend, indemnify, and hold harmless the County and the County's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.
6. Indemnification. The Contractor shall indemnify, save and hold the County, its officers, employees, agents, successors and assigns harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expense, order, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney or expert fee, related obligation, or any other cause (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 or expenses, fines, penalties, sanctions, interest levied, and other charges levied by federal, state, local, or other government agencies by reasons of the 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 the County arising solely from the County's own negligence or intentional misconduct. 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 the 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 s 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.

**F. 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 take-over by County pursuant to Section V. Subsection I. 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.

**G. Contractor Default and Provisions for Termination of the Agreement.** Conditions and circumstances, which constitute Default of the Agreement, shall include the following:

1. Any "third occurrence" violation under any of the penalty provisions otherwise provided in this agreement;
2. Failure to fully and timely satisfy the terms or requirements of any addendum to this agreement, whether now or hereafter made;
3. 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, and/or related rules and regulations adopted pursuant thereto;
4. Failure of Contractor to meet the System Standards of Care as established by the Medical Director;
5. Falsification of information supplied by Contractor during or subsequent to the procurement process;
6. 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;
7. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period by Contractor;
8. Failure of Contractor to maintain equipment in accordance with manufacturer recommended maintenance practices;
9. Failure of Contractor's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;

10. Failure of Contractor to comply with the approved rate regulation, billing or collection provisions of the Agreement;
11. 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;
12. 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;
13. 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;
14. Failure of Contractor to maintain insurance in accordance with the Agreement;
15. Chronic failure of Contractor to consistently meet Response Time requirements as set forth in the Agreement;
16. 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;
17. Failure to maintain a performance bond, letter of credit, or cash escrow account upon the terms and in the amount specified in Agreement;
18. 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.

#### **H. County Remedies.**

If conditions or circumstances, including but not limited to a Default as set forth in Section G exist, County 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 V. Subsection I. All County remedies shall be

cumulative and shall be in addition to any other remedy available to the County.

**I. Provisions for Curing Default, Turnover to Backup Contractor, 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 agreement, which breach represents an immediate threat to public health and safety, such Default shall constitute a material Default of the Agreement. In the event of such a Default, County shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the Default 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. Contractor shall have the right to cure such Default within five (5) calendar days of receipt of such notice. 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 immediately engage its back-up contractor or contractors or take over Contractor's operations, whichever is most expedient to ensure continuous service to the public. Contractor shall cooperate completely and immediately with County for a prompt and orderly transfer of all responsibilities to the back-up contractor or County.

To accomplish continuous delivery of service County may, in exercising an emergency takeover, 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 a back-up contractor is fully 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 takeover 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 are 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 continuity of service assured, 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.

**J. "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.

**K. 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. Payments. All payments made under this Proposal will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice. Payment of approved invoices, submitted quarterly, are made bi-weekly.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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 a 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.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. 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:
- |   |  |
|---|--|
| <p>If to County:<br/>           County Manager<br/>           Post Office Box 1529<br/>           Lake City, Florida 32056-1529</p>                 | <p>With a copy to:<br/>           County Attorney<br/>           Post Office Box 550<br/>           Lake City, FL 32056</p>        |
| <p>If to City:<br/>           City Manager<br/>           205 North Marion Avenue<br/>           Lake City, Florida 32055</p>                       | <p>With a copy to:<br/>           City Attorney<br/>           205 North Marion Avenue<br/>           Lake City, Florida 32055</p> |
| <p>If to Contractor:<br/>           AmeriPro EMS<br/>           9 Dunwoody Park South<br/>           Suite 125<br/>           Atlanta, GA 30338</p> |  |
18. 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.
19. Binding effect. This agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and permitted

assigns.

20. 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.
21. 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 provisions 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [publicrecords@columbiacountyfla.com](mailto:publicrecords@columbiacountyfla.com), 386-758-1005, P.O. Box 1529, Lake City, FL 32056-1529.

Contractor shall comply with Florida's public records laws to:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain

public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

22. 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.
23. 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 or admission 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.
24. 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:** \_\_\_\_\_  
Tim Murphy, Chairman  
Board of County Commissioners

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

**CONTRACTOR:**  
**AMERIPRO EMS of Florida LLC**

**By:** \_\_\_\_\_  
Larry Richardson  
CEO and Chairman

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