

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

**THIS AGREEMENT** is made and entered into as of this 1st day of July 2011, by and between Columbia County, Florida, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, ("County"); City of Lake City, Florida, a municipal corporation, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055, (to the extent of its rights and responsibilities hereunder and as a consenting party), ("City"); and Lifeguard Ambulance Service of Florida, LLC, a Florida limited liability company, d/b/a Lifeguard Ambulance Service – Columbia County, whose mailing address is 4211 Jerry L. Maygarden Road, Pensacola, Florida 32504, ("Contractor" or "Lifeguard").

**RECITALS**

A. The County recognizes that the systematic provisions of emergency medical services save lives and reduces disabilities associated with illness.

B. The County also recognizes that it is in the public interest to develop and maintain emergency medical services because such services are essential to the health and well-being of the citizens of the County. To that end County published its solicitation for Letters of Interest and Statement of Qualifications to provide privatized emergency ambulance and advanced life support medical services for the unincorporated area of Columbia County and the Town of Fort White.

C. In response to the County's solicitation for such services, County selected Contractor, which presently is engaged in providing such services to other counties and cities in Florida and other states, as the most qualified entity to provide the unincorporated area of Columbia County and the Town of Fort White ambulance and advance life support services which includes health services involving examination, diagnosis, treatment, prevention, medical consultation and administration for advance life support (herein collectively "Emergency Medical Services") or ("EMS").

D. Upon being issued a Certificate of Public Convenience and Necessity ("COPCN") for Columbia County, Florida, Contractor will be fully licensed by the Florida Department of Health (the "Department") as required by Section 401.25, Florida Statutes.

E. City has recommended that County issue Contractor a COPCN covering the entire area of Columbia County, including the area of both City and Town of Fort White and that City be provided with EMS by Contractor under and in accordance with the terms, provisions, requirements and limitations of this Agreement. County has considered the recommendations of the City and consent for Emergency Medical Services to be provided to the citizens of the City

by the Contractor in accordance with the terms, provisions, requirements, and limitations of this Agreement.

F. Contractor has advised both County and City that it is willing and will provide the entire area of Columbia County, including the areas of both City and Town of Fort White with Emergency Medical Services as provided for in and required by this Agreement, which will result in the most efficient and cost effective method of providing such services.

G. It is understood and agreed by Contractor that neither County, City, nor Town of Fort White shall pay Contractor any monies to subsidize the Contractor's cost for providing the Emergency Medical Services to the County, City and Town of Fort White under the terms of this Agreement.

H. At no cost to Contractor, County will furnish and manage for and on behalf of Contractor emergency ambulance dispatch and communications services through the County's emergency management communication dispatch center, the cost of which services shall be shared between the County and City in accordance with the provisions of an Interlocal Agreement between County and City entered into contemporaneously with the execution of this Agreement.

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

J. While Contractor shall receive no subsidy from either the County or City with respect to its providing Emergency Medical Services under the terms of this Agreement, the County and City will each separately lease to Contractor the space to house vehicles in accordance with the terms of leases attached hereto as Attachment 4 and 5 (County) and Attachment 6 (City)..

K. Contractor represents as follows:

- (i). Contractor is authorized to do business in the State of Florida and has all requisite power and authority in Florida to carry on its business as now conducted to own or hold or otherwise its properties and to enter into and perform its obligations under this agreement and under each instrument described herein to which it is or will be a party.
- (ii) This agreement has been duly authorized by all necessary actions on the part of Contractor and has been duly executed and delivered by Contractor, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof at the time such action is required (i) requires the approval and consent of any other party, except such as have been duly obtained, certified copies thereof having been delivered to County; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Contractor; or

(iii) the charter or bylaws of Contractor or any other agreement or instrument in existence on the date of this agreement to which Contractor is a party.

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

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

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

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

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

Contractor agrees as follows:

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

#### **I. DEFINITIONS:**

**"Advanced Life Support (ALS)"** means the treatment of life-threatening and non-life-threatening trauma and medical conditions through the use of techniques, such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to Florida law and rules of the Department.

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

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

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

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

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

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

**"Contractor"** means Lifeguard Ambulance Service of Florida, LLC and with its principal place of business at 4211 Jerry L. Maygarden Road, Pensacola, Florida 32504.

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

**"Default"** means the Contractor's non-compliance with the standards and performances as defined in this agreement, or other covenants of this agreement.

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

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

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

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

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

**“EMS”** means emergency medical services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Out-of-chute”** means the elapsed interval between ambulance alert and the time the ambulance is en route to the scene.

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

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

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

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

**“Priority”** means the assigned call priority number (i.e., Priority 1, 2, 3 or 4) of all requests for an ambulance, which are received by the County Emergency Management Communications Center 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 the County Emergency Management Communications Center, pursuant to telephone algorithms and priority dispatch protocols approved by the Medical Director.

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

**“Response Time (First Responder Unit)”** means the actual elapsed time from the receipt of request for first response service from the County’s Emergency Management Communications Center until the actual arrival of the first response unit at the designated location.

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

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

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

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

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

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

- (a) Input standards (e.g., personnel certification requirements, in-service training requirements, equipment specifications, on-board inventory requirements, and other requirements, which the system must fulfill before receipt of a request for service);
- (b) Performance standards (e.g., priority dispatching protocols and pre-arrival instructions, medical protocols, standing orders, response time standards, and other performance specifications describing how the system should behave upon receipt of a request for service);
- (c) Outcome standards (e.g., target survival rates for certain narrowly defined presenting problems or presumptive diagnoses, such as witnessed cardiac arrests involving patients whose medical histories meet defined criteria). Outcome standards are results the system intends to achieve by meeting its input and performance standards.

## **II. OPERATIONAL REQUIREMENTS:**

### **A. Scope of Services.**

The Contractor shall furnish all 911 Emergency and non-exclusive Non-emergency Ambulance services for the entire population of Columbia County, including all incorporated areas of the City of Lake City and The Town of Fort White. The contractor shall be the County’s exclusive 911 Emergency Ambulance Contractor and shall be granted authorization to perform non-emergency ambulance services non-exclusively. Contractor will not provide non-medical transport currently provided by smaller transport companies within the County, unless specifically requested to do so by the County. All Contract Ambulance services shall be provided at the EMT-Paramedic level unless authorized by the medical director. Additionally, the Contractor shall furnish stand-by Special Events coverage, limited long-distance transfer service, reasonable mutual aid services, and special contract services, and communication services, as specified in this agreement.

### **B. Response Time Performance, Reliability and Measurement Methods.**

Response Times are a combination of dispatch operations and field operations. Because this Agreement is performance based, the County will not unreasonably limit the Contractor’s flexibility in the methods of providing EMS service other than the requirements described herein. It is the intent of the County to transition the contractor’s performance method from an average response time to a fractile method using current industry standards to be mutually established no later than year two of the agreement. However, the County reserves the right to review and



approve Contractor's deployment plans. This Agreement is based upon the Contractor's commitment to conform to the Response Time Standards. Appropriate Response Time performance is the result of a coordinated effort of the Contractor's total operation and the County Communications Center and all efforts should be made to adjust and maintain ambulance deployment strategies to better serve the community. Contractor shall not be held responsible should the County Communications Center fail to perform its services in a timely fashion. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by the County provided computer aided dispatch system.

1. Response Time Requirements.

a. Urban Zone

The area designated Urban is generally described as the central developed area of the County. The area is specifically delineated as the Urban Zone on *Attachment 1 — Service Area and Response Time Standards*.

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 8 minutes and 59 seconds using an average calculation.

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 12 minutes and 59 seconds using an average response time calculation.

For each response presumptively determined to be a non-life threatening emergency response (as categorized by National Academies of Emergency Dispatch standards, or equivalent, as Alpha level calls) the contractor shall place transport capable paramedic unit on scene with an average response time of 18 minutes and zero seconds.

2. Response Time Requirements:

a. Rural Zone

The area designated Rural is generally described as the less densely developed areas of the County. The area is specifically delineated as the Rural Zone on *Attachment 1 — Service Area and Response Time Standards*.

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 14 minutes and 59 seconds using an average calculation.

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 18 minutes and 59 seconds using an average response time calculation.

For each response presumptively determined to be a non-life threatening emergency response (as categorized by National Academies of Emergency Dispatch standards as Alpha level calls) the contractor shall place transport capable paramedic unit on scene with an average response time of 25 minutes and zero seconds.

### 3. Response Time Measurement Methodology.

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

#### a. Time intervals.

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

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

Arrival at incident location means the moment an Ambulance crew notifies the County's Emergency Management Communications Center that it is fully stopped at the location where the Ambulance shall be parked while the crew exits to approach the Patient. In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents or Non-secured scenes), arrival at scene shall be the time the Ambulance arrives at the designated staging location. The Medical Director may require Contractor to log time "Patient Contacted" for medical research purposes

However, during the initial term of the Agreement, arrival time for patient contact intervals shall not be considered part of the contractually stipulated Response Time.

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

b. Turn arounds and canceled responses.

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

i. Reassignment En route.

Only the County's Emergency Communications Center can reassign an Emergency Ambulance in accordance with approved medical protocols.

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

ii. Canceled Calls.

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

c. Response times outside defined Service Area excluded.

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

- d. Each incident a separate response.

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

- e. Response Time exceptions and exception requests.

The Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond the Contractor's reasonable control affect the achievement of specified Response Times Standards. These unusual factors are limited to unusually severe weather conditions, mass casualty incidents (defined as incidents requiring three or more ambulances), declared disasters, or periods of unusually high demand for Emergency services. Exceptions require approval of the County. High demand is defined as those periods when three (3) or more Ambulance incidents are in progress simultaneously. This number shall be adjusted annually in proportion to the annual emergency volume, however should any future calculation result in less than a whole number, it shall be rounded up to the next whole number.

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

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

- 4. Deviations from Response Time.

Isolated instances of individual deviations of Response times are considered instances of minor non-compliance with the Agreement.

**C. Vehicles and Equipment.**

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

1. Equipment.

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

2. Equipment Maintenance.

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

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

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

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

3. Personal Safety Equipment.

Personal safety equipment shall be provided for all employees in accordance with then current federal and state standards. It shall be the Contractor's responsibility to maintain or replace, or cause to be maintained or replaced any personal safety equipment required for the performance of the Agreement.

**D. Communications System Management.**

The Contractor is required to utilize the County's Emergency Management Communications (Dispatch) Center. Dispatch services for Emergency responses originating at the 911 system shall be provided at no cost to the Contractor.

The County will furnish and manage on behalf of the Contractor, emergency Ambulance dispatch and communications services, including a dispatch/medical communications facility, sufficient to handle all requests for emergency Ambulance service within the Service Area. Such service shall include, but is not limited to, dispatch personnel, equipment, acquisition and maintenance, in-service training, quality improvement monitoring, purchasing and inventory control, and related support services. Contractor shall not be responsible for the components of the county's emergency management communications system.

**E. Data and Reporting Requirements.**

1. Records.

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

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

2. Monthly Reports Required.

Contractor shall provide, within ten (10) days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The Contractor will rely on the County to produce operational (response time) reports from the CAD. Response time compliance and customer complaints/resolutions shall be reported monthly, the format and timing of other reports shall be subject to County approval.

3. **Financial Reports.**

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

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

**F. Integration of First Responders.**

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

1. **First Responder Liaison.**

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

2. **First Responder Equipment and Supplies.**

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

3. **Incident Command System.**

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

**G. Stand-By and Special Events Coverage.**

Upon request by law enforcement, Fire Departments, or Search and Rescue, Contractor shall furnish courtesy stand-by coverage at Emergency incidents involving a potential danger to the personnel of the requesting Agency or the general public if such coverage can be provided with a Non-dedicated Ambulance. In the event the Contractor receives conflicting requests for such stand-by services and cannot meet all of the requests under its coverage plan, then Contractor shall provide such coverage at its own discretion.

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

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

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

1. Columbia County School District CPR Training Program .  
Contractor will work jointly with the County to continue to provide CPR training for the Columbia County School District.
2. Super CPR Saturday.  
Contractor will work with Columbia County, local hospitals, and other community agencies to coordinate a CPR Saturday each year.
3. EMS Week Activities.  
Each year during EMS week Contractor will sponsor an awards luncheon to recognize the service of EMS workers; as well as a Paramedic, EMT, First Responder, Dispatcher, and support personnel of the year, as selected by a committee of their peers. These employees will be recommended for recognition by the Board of County Commissioners and represent the EMS System in accepting a proclamation from the Board of County Commissioners.
4. Disaster Drill Preparedness.  
Contractor shall jointly participate in disaster drills with the Columbia County Fire Departments.
5. Public Service Announcements.  
Contractor will develop 3 community education / injury prevention press releases or media advertisements per year. These media releases will be



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

**I. Participation in System Development.**

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

**J. Mutual Aid.**

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

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

**K. Disaster Assistance and Response.**

The Contractor shall be actively involved in planning for and responding to any declared disaster in the County. Disaster coordination is facilitated through County Emergency Management Director. Both a mass casualty incident plan and an emergency disaster plan following incident command system guidelines have been developed. The Contractor's supervisory personnel will

be required to complete incident command training and hazardous material training as required by the County's emergency management staff. Contractor involvement shall include participation in training, drills and exercises.

1. In the event a disaster within the County, or in the event the County directs the Contractor to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended and the Contractor shall respond in accordance with the County's disaster plan. The Contractor shall use best efforts to maintain primary Emergency services. During the period of the declared disaster, performance requirements for Response Times will not be imposed by the County.
2. Any additional direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties may be invoiced for payment by the County consistent with the then current Federal guidelines. This shall not include any cost for maintaining normal levels of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal cost for these additional services and only as reimbursable to the County through Federal and State agencies.
3. Disaster Management Capabilities.  
In the event of a declared disaster, Contractor will integrate with the County's Comprehensive Emergency Management Plan, and at a minimum provide:
  - Around the clock staffing of the Emergency Operations Center ESF 8;
  - If requested to do so, staff the Emergency Operations Center's infirmary with a medically trained person;
  - Provide around the clock ambulance stand-by services at the County's special needs shelter if needed;
  - Assist in the post-disaster inspection of the homes of special needs patients prior to returning them to their homes;
  - Provide ambulance strike teams as requested from our operations in Florida, Alabama, Georgia, Tennessee, and Texas.

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

During the first 60 days of operations, the contractor will be exempt from meeting the expected performance standards. During the first 60 days, the contractor will work with the Columbia County Communications Director to develop system deployment plans and strategies that will optimize unit availability.

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

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

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

**N. Accreditation.**

Accredited by the Commission on the Accreditation of Ambulance Services is recognized as adding value to the Contractor's organization. The Contractor will seek accreditation in year three of the contract term and re-accreditation of all subsequent renewals and extensions.

**III. Clinical and Employee Provisions.**

**A. Medical Oversight.**

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

1. Except to the extent of County's and City's responsibilities under this agreement (911 dispatch and first responder), duties of the Medical Director provided by the Contractor shall:
  - a. Establish a uniform and appropriate system standard of care, as defined herein.
  - b. Subsequently enhance the system standard of care by incorporating advancements, which become known and available from time to time, or to correct defects in the system standard of care discovered as a result of the quality improvement program. However, no change shall be made in the system standard of care, which results in a standard that is less than or in contravention of the minimum standards required by the laws of the State of Florida.

- c. Review and approve local medical control standards and requirements (including if necessary, written and practical tests) for EMS personnel providing care under the Medical Director's authority in accordance with the then current System Standard of Care. Personnel subject to such requirement may include:
  - Persons receiving telephone requests for ambulance services;
  - First Respondents;
  - Ambulance personnel;
  - Field training personnel; and
  - On-line medical control physicians.
- d. Administer the approval, testing (if necessary) and authorization of EMS system personnel, and to establish and promulgate written guidelines in connection therewith.
- e. Develop guidelines for on-line medical control, transport destination policies and use of air medical services in support of the EMS system's mission.
- f. In consultation with the County and the Contractor develop standards applicable to on-board equipment used in the delivery of First Response services and Emergency Ambulance services within the Service Area. Such standards may be approved by the Medical Director and the County Administrator following consideration of a fiscal impact statement.
- g. No less frequently than one time every three months, report on the clinical aspects of the quality of care and on the Response Time performance being provided by the Contractor and First Response agencies to the County Administrator.
- h. Report once each year, in writing, to the County Commission on the quality of care and Response Time performance being provided by all components of the EMS system.
- i. Monitor all aspects of system performance including clinical quality of care and verification of Response Time performance reported by First Responders and Contractor.
- j. Attend meetings of the, local medical society meetings, and represent the EMS system at appropriate EMS meetings, seminars, and conferences in order to stay abreast of developments in emergency medical care.

- k. Make final determinations in consultation with the County Administrator regarding requests by Contractor for relief from Response Time compliance in accordance with applicable provisions for such relief defined in the Agreement.

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

2. Medical Protocols.

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

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

3. Direct interaction with medical control.

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

4. Medical review/audits.

The goal of the medical audit process is to improve Patient care by providing feedback on the system and individual performance. If the audit process is to be positive, it routinely must produce improvement in procedures, on-board equipment, and medical practices. It is the Contractor's responsibility to operationalize this corrective feedback.

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

5. Clinical Quality Assurance Goals.

Contractor has taken the initiative and has incorporated into its organizational belief, the concept of quality management. As a result, Contractor is interested in developing a collaborative and jointly coordinated quality improvement program with all system stakeholders. Developing and instituting a

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

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

**Prospective QI**

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

**Concurrent QI**

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

**Retrospective QI**

8. A peer review 100 percent of all patient records will be assessed for compliance with agency policy, medical protocols and standards of care and identified quality issues.

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

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

**B. Transport Requirement Limitations.**

1. Destinations.  
Contractor shall be required to transport Patients from the all areas of the Service Area, in accordance with Medical Control Destination Protocols, to appropriate medical facilities within Columbia County and the immediate surrounding counties. Contractor may transport Patients to hospitals beyond Columbia County as long distance transports at its own discretion.
2. Provision to restrict service based upon demonstrated abuse.  
Should Contractor determine that specific individuals have chronically abused the required transport provision of the EMS service, they shall report the names of those individuals to the Medical Director. The Medical Director shall establish, within the standard of care, reasonable procedures to enable the Contractor to decline to transport such abusers after contact with on-line medical control.
3. Contractor will provide a detailed summary of patient transport data specific to the percentage of transports to each respective receiving facility quarterly.

**C. Minimum Clinical Levels and Staffing Requirements.**

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

Emergency Ambulance Staffing Configuration:

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

Any ALS First Response unit shall be staffed by at least one (1) EMT-P.

Interfacility Ambulance Staffing Configuration:

The Contractor is required to staff a minimum of one (1) EMT-P and one (1) EMT on all ambulances completing ALS level interfacility transports. The contractor may deploy Basic Life Support (BLS) units in order to meet the interfacility transport of patients that meet the definition of a BLS level patient. The BLS unit staff will be a minimum of two (2) EMTs.

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.

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

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

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

**E. Discrimination Not Allowed.**

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



#### **IV. Financial and Administrative Provisions.**

##### **A. Financial Reserve for Clinical Upgrades.**

Contractor shall budget \$20,000 each year, following the first year, for clinical upgrades and to provide funding for successful Florida matching grants. City and County may, but shall not be required, to provide any matching funds for said grants.

##### **B. Term and Renewal Provisions.**

The initial term of the Agreement shall be for a period of five (5) years beginning July 1, 2011. The County and City may offer, at their sole option and discretion, and based in part upon Contractor's superior performance, grant no more than two (2) three (3) year renewals or extensions of this Agreement upon the same terms and conditions as the terms then in force upon written agreement of the parties. During the fifth year of this Agreement up to 180 days prior to the end of the initial term of this Agreement, Contractor may present to the County and City a proposed new agreement that shall include all relevant terms so that a written agreement incorporating all terms then in effect may be executed by the parties. Upon the failure to execute such a document, except as otherwise herein provided, this Agreement shall terminate at the end of the initial term or any extension thereof, as the case may be. This provision shall not be construed in any manner to require either party to renew this Agreement beyond the initial 5-year period, and any extension shall be at the sole option and discretion of the County.

The beginning date for Lifeguard to begin providing the services under this Agreement may be earlier than 8:00 a.m. on July 1, 2011 by mutual agreement of the County and Lifeguard, and upon a notice to proceed issued by the County to Lifeguard specifying an earlier time and date.

##### **C. Methods and Form of Compensation.**

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

1. **Market rights.**

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

2. **User fees.**

The primary financial compensation for the Contractor for services rendered under this Agreement will be from funds received for fee-for-service billings and collections and contractual arrangements with insurance organizations and other Payers.

3. **Zero Subsidy.**

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

4. First Responder assistance.

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

5. Communications infrastructure.

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

6. Medical control furnished.

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

7. Extensions.

By furnishing services clinically superior to the requirements of this specification, the County may, but is not required, to grant certain rights to extensions.

8. Grants.

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

9. Building Space.

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

10. Ambulance and Equipment.

County agrees to lease its six (6) ambulance vehicles, equipment and radios currently in the County inventory provided in the attached Lease (Attachment No. 7).

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

1. The maximum average fee per transport (calculated after all standard contract adjustments are made by payor) will be calculated annually (including the base rate, mileage, and all add on charges for Ambulance services within the County but excluding any long-distance transports and divided by the total number of local transports per year). Documentation of calculation methodologies and supporting materials will be submitted to the County semi-annually. Except as otherwise provided herein, the maximum average fee for transport will not exceed \$696.90 (calculated after all standard contract adjustments are made by payor but without including the cost of providing services to financial hardship patients). Should the maximum average fee per transport when calculated for any one-year period exceed the maximum average fee per transport authorized under this agreement, then the maximum average fee shall be adjusted downward for a period sufficient to rectify the aggregate amount overcharged in the previous reporting period.

2. User fee increase.

The annual Maximum Average User Fee per transport resulting from this Agreement shall be adjusted annually in an amount equal to the Consumer Price Index for All Urban Consumers—US City Average, all Items reported by the United States Bureau of Labor Statistics, for the most recent calendar year.

3. 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 other than as provided in section 2 above for those factors shall be allowed.

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. Increases shall be considered only at the end of the first twelve (12) months of the Agreement and each twelve (12) month period thereafter, to coincide with the County's budgetary process. 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.

**E. Billing System Professionalism.**

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

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

1. Local access.

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

2. On scene collections prohibited.

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

3. Financial Hardship.

In cases where a patient meets a set "financial hardship" as defined by Contractor's billing policy, Contractor will make all attempts to resolve any outstanding balance owed according to its policy. A copy of Contractor's Financial Hardship Application is attached as Attachment 8.

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

**F. Insurance Indemnity Provisions.**

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

1. Prior to the time the Contractor is entitled to commence any part of the project, work or services under the Agreement, Contractor shall procure, pay for and maintain the minimum insurance coverages and limits as provided for herein. Said insurance shall be evidenced by delivery to the County of (a) certificates of insurance executed by financially stable insurance carrier(s) acceptable to the County and licensed or permitted to write insurance by the Florida Department of Insurance listing coverages and limits, expiration dates and terms of policies, and listing all carriers issuing or reinsuring said policies; and (b) a copy of each policy, including all endorsements. Insurance requirements shall remain in effect throughout the term covered in the Agreement and any extensions.
  - a. Commercial general liability insurance, including but not limited to, contractual, liability premises, including facilities released from County and City, operations, products, completed operations, personal injury, and advertising injury. The amounts of such insurance shall be not less than each occurrence limit \$1,000,000; general aggregate limit of \$5,000,000; damage to premises rented to Contractor of \$100,000.
  - b. Professional medical malpractice insurance (Ambulance attendants malpractice) including errors and omissions with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate, per occurrence; if occurrence form is available; or claims-made form with "tail" coverage extending four (4) years beyond the termination of the agreement with proof of "tail" coverage to be submitted no less than 60 days prior to the termination of the agreement, including any extensions thereof. In lieu of "tail" coverage, Contractor shall submit annually to the County a current certificate of insurance proving claims-made insurance remain in force throughout the same four-year period.
  - c. Worker's compensation coverage to statutory limits as required by law; employer's liability insurance of not less than \$1,000,000.00 bodily injury by incident; \$1,000,000.00 bodily injury by disease for each employee; and \$1,000,000.00 bodily injury by disease.
  - d. Commercial automobile liability — Bodily injury and property damage covering all vehicles used under the Agreement for owned, hired, and non-owned vehicles, including vehicles leased from County, with limits of not less than \$1,000,000 combined single limits bodily injury and property damage. Policy shall include coverage for loading and unloading hazards unless covered under the general liability or professional liability above. Contractor shall provide the primary coverage regardless of actual vehicle ownership.

- e. "Umbrella" Coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a form following basis.
2. Endorsements required.
- Each insurance policy shall include the following conditions by endorsement to the policy:
- a. Each policy shall require that thirty (30) days prior to its expiration, cancellation, Non-renewal or any material change in coverages or limits, a notice thereof shall be sent to the County at its address of record by the insurer. Contractor shall also notify County and City in a like manner within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by the Contractor from its insurer; and nothing shall absolve Contractor of this requirement to provide notice.
  - b. Companies issuing the insurance shall have no claims against the County or City for payment of premiums, assessments or deductibles, which are the sole responsibility and risk of the Contractor.
  - c. Except for Worker's compensation coverage all such policies shall name the County and City, their officers, employees, and the Medical Director, as additional insureds (general liability and auto liability) and loss payee where appropriate.
3. All insurance shall be maintained with companies:
- a. Holding a "general policy holders rating" of "B+" or better, as set forth in the most current issue of "Best Insurance Guide," the successful rating to "B+" or comparable rating from reputable rating organizations;
  - b. Licensed or permitted to operate in the State of Florida; and
  - c. In good standing with the Florida Department of Insurance or similar Agency.
4. Self-insured risk.
- Any program of self-insurance risk employed by Contractor shall be subject to prior approval and ongoing monitoring by the County and their legal counsel. In addition to any assurances required by the County under this

provision, as initially agreed prior to final award of the Agreement, the following items shall at a minimum be met to the County's satisfaction:

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

5. Indemnification.

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

The following provisions shall control the indemnity provided hereunder:

- a. Indemnity defense.

Contractor, at its cost and expense, shall fully and diligently defend County against any claims brought, investigations undertaken or actions filed which concern claims for which County is indemnified. Contractor may employ qualified attorneys of its own selection to appear and defend the claim or action on behalf of County upon County approval. Contractor, acting in good faith and in the best interest of County, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against County so long as such compromise or settlement does not impose a liability on County not fully covered and satisfied by the indemnity provided by this section or, in County's judgment, subject to any material adverse order, judgment, or decree which impairs its image or ability to operate its business as previously conducted. Otherwise, County reserves the exclusive right to reject any such compromise or settlement and prosecute the claim, compromise or settlement. Contractor shall inform County, on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of County and its legal counsel.

b. Reimbursement for expenses.

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

c. Cooperation of parties and notice of claim.

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

**G. Performance Security [A3].**

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

5. Letter of Credit Disposition.

The performance bond, letter of credit, or cash escrow account shall become the property of the County in the event that the Agreement is canceled by reason of

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

6. Rights Reserved.

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

**H. Contractor Default and Provisions for Termination of the Agreement.**

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

1. Failure of the Contractor to operate the EMS system in a manner which enables County and the Contractor to remain in compliance with federal or state laws, rules, or regulations, medical control policies approved by the and/or related rules and regulations adopted pursuant thereto;
2. Failure of Contractor to meet the System Standards of Care as established by the Medical Director;
3. Falsification of information supplied by Contractor during or subsequent to this procurement process;
4. Failure of Contractor to provide data or falsification of data supplied during the course of operations, including by way of example but not by way of exclusion, dispatch data, Patient report data, Response Time data, financial data or falsification of any other data required under the Agreement;
5. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period by Contractor;
6. Failure of Contractor to maintain equipment in accordance with manufacturer recommended maintenance practices;
7. Failure of Contractor's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;

8. Failure of Contractor to comply with the approved rate regulation, billing or collection provisions of the Agreement;
9. Contractor makes an assignment for the benefit of creditors, files a petition for bankruptcy, is adjudicated insolvent or bankrupt, petitions to apply for any custodian, receiver or trustee for a substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction;
10. Failure of Contractor to cooperate with and assist the County after a Default has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control;
11. Acceptance or payment by Contractor or any of Contractor's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Contractor or Contractor's employees could reasonably be construed as a violation of federal, state or local law;
12. Failure of Contractor to maintain insurance in accordance with the Agreement;
13. Chronic failure of Contractor to consistently meet Response Time requirements as set forth in the Agreement;
14. Failure to submit an audited financial statements prepared by a certified public accountant or public accounting firm within the specified time frame under the terms and conditions outlined in the Agreement;
15. Failure to maintain a performance bond, letter of credit, or cash escrow account upon the terms and in the amount specified in Agreement;
16. Any other failure of performance, clinical or other System Standards of Care as required in the Agreement and which is determined by the County Commission to constitute a Default or endangerment to public health and safety.

**I. County's and City's Remedies.**

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

County's or City's remedies shall be cumulative and shall be in addition to any other remedy available to the County or City.

**J. Provisions for Curing Default and Emergency Take Over.**

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

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

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

Contractor's cooperation with and full support of such Emergency take-over, as well as the Contractor's immediate release of performance security funds to the County shall not be construed as acceptance by the Contractor of the findings and Default, and shall not in any way

jeopardize Contractor's right of recovery should a court later find that the declaration of Default was made in error. However, failure on the part of the Contractor to cooperate fully with the County to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of Default by the County was made in error.

**K. "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.

**L. General Provisions.**

1. Assignment.

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

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

2. Permits and licenses.

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

3. Compliance with laws and regulations.

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

4. Product endorsement/advertising.

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

5. Audits and inspections.

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

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

6. Annual financial audit required.

Contractor shall provide the County with annual audited financial statements prepared by an independent public accounting firm in accordance with generally accepted accounting procedures consistently applied. Statements shall be available within one hundred fifty (150) days of the close of each fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for service rendered to the County pursuant to the Agreement are required and shall be subject to the independent auditor's opinion.

7. Omnibus provision.

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

8. Return of equipment.

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

9. Warranty regarding consideration and procurement.

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit 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.

10. Relationship of the parties.

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

11. Rights and remedies not waived.

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



12. Consent to jurisdiction.

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

13. End-term provisions.

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

14. Notice of litigation.

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

15. Agreement to pay attorney's fees and expenses.

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

16. Notices.

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

If to County: County Manager  
(currently Dale Williams)  
Post Office Box 1529  
Lake City, Florida 32056-1529

With a copy to: County Attorney  
(currently Marlin M. Feagle)  
Post Office Box 1653

Lake City, Florida 32056-1653

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

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

If to Contractor: Lifeguard Ambulance Service of Florida, LLC  
234 Aquarius Dr., Suite 103  
Birmingham, AL 35209

With a copy to: Richard E. Jesmonth, Attorney  
323 E. Romana Street  
Pensacola, FL 32502

17. Execution counterparts.

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

18. Binding effect.

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

19. Severability.

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

20. Public records.

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Records Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provision required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Contractor will maintain original or copies of its records regarding or arising out of this agreement for a minimum of five (5) years after the termination of this agreement, and shall make such records reasonably available to the County upon request.

21. Entire and complete agreement.

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

22. Additional covenants.

- a. Contractor hereby agrees that it will not bring an action in any court or other forum seeking to void, nullify, terminate or set aside this agreement on the grounds that the agreement does not comply with the laws of Florida, including the Constitution of the State of Florida as revised in 1968 and subsequently amended (the "Constitution"). For clarification, the parties agree that the foregoing is not an acknowledgment by either party that this agreement does not comply with the laws of the State of Florida, including the Constitution, and that the foregoing statement does not amend, modify or limit the parties' respective representations herein.
- b. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement to the extent and in the event a court of competent jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

23. Survival of Representations and Warranties.

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

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

**COLUMBIA COUNTY, FLORIDA**

By: [Signature]  
Jody Dupree, Chairman  
Board of County Commissioners

ATTEST: [Signature]  
P. DeWitt Cason, Clerk of Courts

(SEAL)

**CITY OF LAKE CITY, FLORIDA**

By: [Signature]  
Print: Stephen M. Watt  
Title: Mayor

ATTEST: [Signature]  
Print: Audrey Sikes  
Title: City Clerk

(SEAL)

**APPROVED AS TO FORM AND LEGALITY**

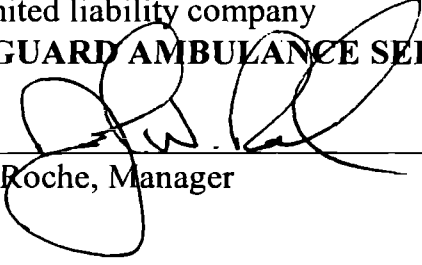
By: [Signature]  
HERBERT F. DARBY  
City Attorney

**CONTRACTOR:**

**LIFEGUARD AMBULANCE SERVICE OF  
FLORIDA, LLC**

By: [Signature]  
Print: Gerald M. Lint Jr.  
Title: Captain

**LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC**  
a Florida limited liability company  
d/b/a **LIFEGUARD AMBULANCE SERVICE - COLUMBIA COUNTY**

By:  \_\_\_\_\_  
John Roche, Manager

# **ATTACHMENT NO. 1**

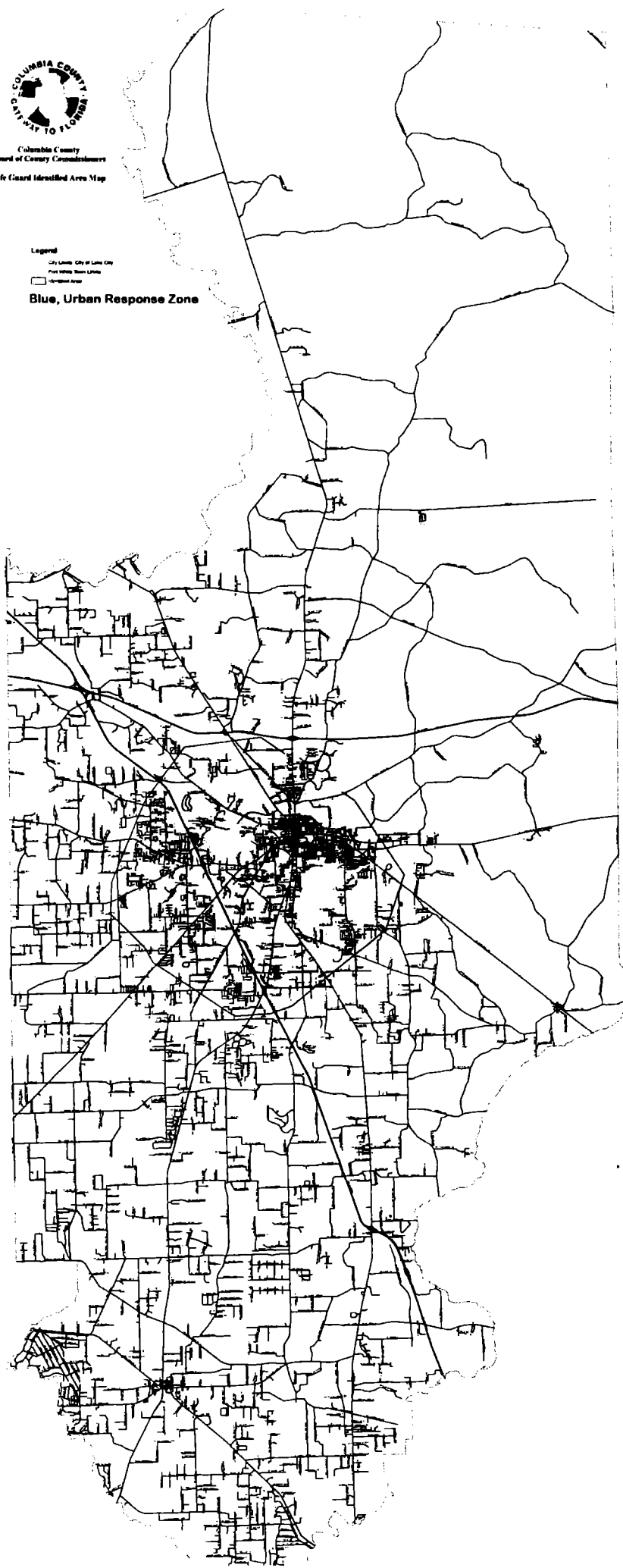
## **URBAN ZONE**



Columbia County  
Board of County Commissioners  
Life Guard Identified Area Map

Legend  
City Limits City of Lake City  
Post Office Areas  
Unincorporated Areas

Blue, Urban Response Zone



**ATTACHMENT  
NO. 2**

**RURAL ZONE**

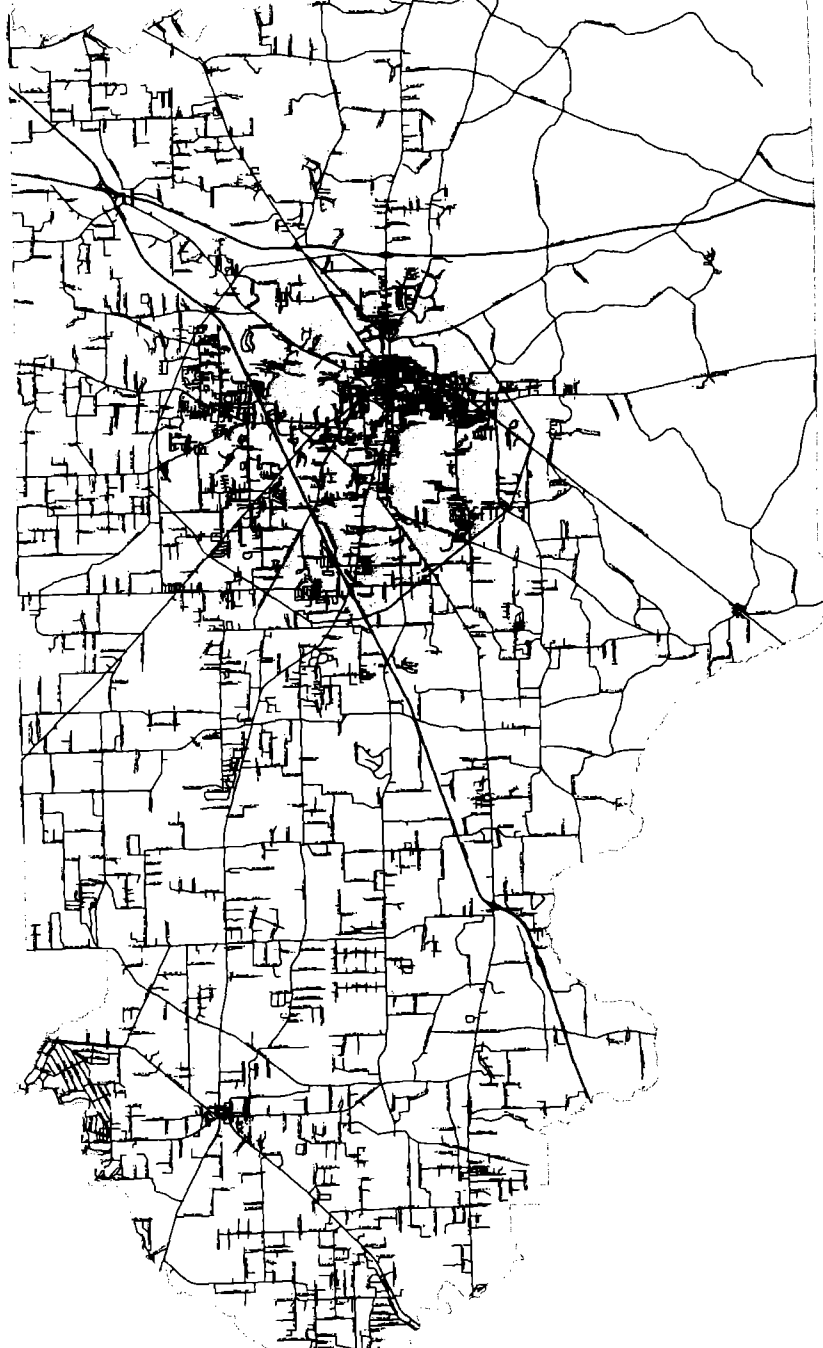




Columbia County  
Board of County Commissioners  
Life Guard Identified Area Map

Legend  
City Limits City of Lake City  
Fire Station Thru Lines  
Intersect Point

Blue, Urban Response Zone



**ATTACHMENT  
NO. 3**

**HIPAA BUSINESS  
ASSOCIATE AGREEMENT**

## **HIPAA BUSINESS ASSOCIATE AGREEMENT**

**THIS AGREEMENT** ("Agreement") is entered into by and between **LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC**, a Florida limited liability company, whose mailing address is 4211 Jerry L. Maygarden Road, Pensacola, Florida 32504, ("Business Associate") and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, ("Covered Entity"), and is incorporated into the contract between the parties to which it is appended (also referred to as "Underlying Agreement").

### **RECITALS**

**WHEREAS**, Business Associate performs functions, activities, or services for, or on behalf of Covered Entity, and Business Associate receives, has access to or creates Health Information in order to perform such functions, activities or services;

**WHEREAS**, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 as periodically amended, and regulations promulgated thereunder ("HIPAA"), including but not limited to, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164; and

**WHEREAS**, HIPAA requires Covered Entity to enter into a contract with Business Associate to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by Business Associate if such a contract is not in place.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### **ARTICLE I** **DEFINITIONS**

1.1 "Disclose" and "Disclosure" mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Health Information" means information that (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.3 "Privacy Regulations" means the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.4 "Services" means the services provided by Business Associate pursuant to the Underlying Agreement(s), or if no such agreement(s) are in effect, the services Business Associate performs with respect to the Covered Entity.

1.5 "Underlying Agreement" means the services agreement executed by the Covered Entity and Business Associate.

1.6 "Use" or "Uses" mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within Business Associate's internal operations.

1.7 "Security Regulations" means the Security Standards for the Protection of Electronic Protected Health Information 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

## **ARTICLE II**

### **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Initial Effective Date of Performance. The obligations created under this Agreement shall become effective at the same time as the contract to which this is appended.

2.2 Permitted Uses and Disclosures of Health Information. Business Associate is authorized to and shall:

a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of Covered Entity;

b. Use Health Information to create aggregated or de-identified information (in accordance with the requirements of the Privacy Regulations);

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by Covered Entity provided that Covered Entity shall not request Business Associate to Use or Disclose Health Information in a manner that would not be permissible if done by Covered Entity.

Business Associate shall not Use Health Information for any other purpose, except that if necessary, Business Associate may Use Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities; provided that any Use or Disclosure described herein will not violate the Privacy Regulations or Florida law if done by Covered Entity. Except as otherwise limited in this Agreement, Business Associate may Disclose Health Information for the proper management and administration of the Business Associate, provided that with respect to any such Disclosure either (a) the Disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the Disclosure would not otherwise violate Florida law and Business Associate obtains reasonable written assurances from the person to whom the information is to be Disclosed that such person will hold the information in confidence and will not Use or further Disclose such information except as required by law or for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.3 Adequate Safeguards for Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Agreement. This includes insuring the security of electronic protected health information as required by the Security Regulations.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Reporting Non-Permitted Use or Disclosure or Security Incident. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement of which Business Associate becomes aware. Business Associate shall also report each security incident of which it becomes aware. The initial

report shall be made by telephone call to the Covered Entity within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to covered Entity no later than five (5) days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

2.6 Availability of Internal Practices. Books and Records. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Health Information and its security procedures available to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), for purposes of determining Covered Entity's compliance with the Privacy Regulations.

2.7 Access to and Amendment of Health Information. Business Associate shall, to the extent Covered Entity determines that any Health Information constitutes a "designated record set" under the Privacy Regulations, (a) make the Health Information specified by Covered Entity available to Covered Entity or to the individual(s) identified by Covered Entity as being entitled to access and copy that Health Information, and (b) make any amendments to Health Information that are requested by Covered Entity. Business Associate shall provide such access and make such amendments within the time and in the manner specified by Covered Entity.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Health Information made by Business Associate or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.8, Business Associate shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

2.9 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Health Information from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement with respect to such Health Information.

3.0 Effect of 2009 changes to HIPAA. Business Associate understands that as part of the American Recovery and Reinvestment Act of 2009, significant changes were enacted regarding the effect of HIPAA on Business Associates. Business Associate agrees to be in full compliance with the law as enacted by Congress and the regulations to be promulgated implementing these changes.

**ARTICLE III**  
**OBLIGATIONS OF COVERED ENTITY**

3.1 Privacy Notice. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices to the extent such limitation(s) may affect Business Associate's Use or Disclosure of Health Information.

**ARTICLE IV**  
**TERM AND TERMINATION**

4.1 Term. Subject to the provisions of Sections 4.2 and 4.3, the term of this Agreement shall be the term of the Agreement(s) to which this is appended.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, Covered Entity shall either:

a. notify Business Associate of the breach in writing, and provide an opportunity to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity shall have the right if Business Associate fails to cease activity or cure, to immediately terminate this Agreement and the Underlying Agreement(s) upon written notice to Business Associate;

b. Business Associate shall, in addition to cessation of activity or cure, comply with all HIPAA remediation directives in a manner and time allowed under HIPAA, Covered Entity shall have the right to terminate the Underlying Agreement; or

c. if Covered Entity determines that neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

d. violation of this agreement is a violation of the Underlying Agreement and may lead to termination of that agreement.

4.3 Termination for Breach of Section 5.2. Covered Entity may terminate the Underlying Agreement(s) and this Agreement upon thirty (30) days written notice in the event (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to Section 5.2 or (b) Business Associate does not enter into an amendment to this Agreement providing assurances

regarding the safeguarding of Health Information that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

4.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all Health Information in the possession or control of Business Associate and its agents and subcontractors. In such event, Business Associate shall retain no copies of such Health Information. However, if the Business Associate determines that neither return nor destruction of Health Information is feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible, and may retain Health Information provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains Health Information, and (b) further limits Uses and Disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

## **ARTICLE V** **MISCELLANEOUS**

5.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement(s), at Business Associate's expense, Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors or agents (the "Indemnitees") against all damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability to third parties arising from any breach of this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of Business Associate's workforce. Business Associate's obligation to indemnify the Indemnitees shall survive the expiration or termination of this Agreement for any reason.

5.2 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Health Information. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Health Information that it receives or creates on behalf of Covered Entity. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with



Covered Entity, concerning the terms of any amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws.

5.3 Relationship to Underlying Agreements Provisions. In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement(s), the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement(s), and shall be considered an amendment of and supplement to such Underlying Agreement(s).

5.4 Modification of Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

5.5 Non-Waiver. A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

5.6 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

5.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

5.8 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.9 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and

binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

5.11 Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in accordance with the terms of the Underlying Agreement or to such other addresses as the parties may request in writing by notice given pursuant to this Section 5.12. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

5.12 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Columbia County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 5.12. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 5.12.


5.13 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations.


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and date first above-written.

**LIFEGUARD AMBULANCE SERVICE  
OF FLORIDA, LLC**

By: Gerald M. Lint Jr.  
Print: Gerald M. Lint Jr.  
Title: Captain

**COLUMBIA COUNTY, FLORIDA**

By:   
Jody Dupree, Chairman

ATTEST:   
P. DeWitt Cason, Clerk of Courts

(SEAL)

**LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC**  
a Florida limited liability company  
d/b/a **LIFEGUARD AMBULANCE SERVICE - COLUMBIA COUNTY**

By: \_\_\_\_\_

John Roche, Manager

**ATTACHMENT  
NO. 4**

**COUNTY  
COMMERCIAL BUILDING  
LEASE AGREEMENT**

**508 SW STATE ROAD 247  
LAKE CITY, FLORIDA**

**Attachment 4:** Commercial Lease for 508 SW State Road 247, Lake City, Florida.

### **COMMERCIAL BUILDING LEASE AGREEMENT**

**THIS LEASE** is made 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, (herein "Lessor" or "County"), and **LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC**, a Florida limited liability company, whose mailing address is 4211 Jerry L. Maygarden Road, Pensacola, Florida 32504, (herein "Lessee" or "Lifeguard"). Lessee hereby offers to lease from Lessor the premises situated in Lake City, Florida, described as that portion of the EMS building structure, including the open bays and northern enclosure currently used by the County for its EMS operations located at 508 SW State Road 247, Lake City, Florida, (herein "the premises"), upon the following terms and conditions.

### **RECITALS**

**WHEREAS**, Lessor advertised its Invitation to Bid No. 2011-J for the lease of facilities to house ambulances, including the facility described in this Commercial Building Lease Agreement, said advertisement being published in a local newspaper of general circulation in the County on February 16 and February 23, 2011; and

**WHEREAS**, Lessee submitted its bid to Lessor on March 2, 2011 for the rental of the premises, and Lessor and Lessee contemporaneously with the execution of this Lease Agreement will enter into an agreement for ambulance and emergency and non-emergency medical services (hereinafter "Master Agreement"); and

**WHEREAS**, Lessor opines entry of this Lease Agreement between Lessor and Lessee is in the best interest of the residents and citizens of Columbia County, Florida, in furtherance of the Lessor's goal to provide the most efficient and cost-effective provision of ambulance and emergency and non-emergency medical services for Columbia County.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and for other good and valuable considerations, the adequacy and sufficiency of which is hereby acknowledged by both parties by the execution hereof, the Lessor and Lessee do hereby agree as follows:

1. **Term and Rent**: Lessor demises the premises for a term of one (1) year commencing July 1, 2011, and terminating June 30, 2012, or sooner as provided herein at the rental to be fixed at One Dollar (\$1.00) per year, payable by Lessee to Lessor on or before July 1, 2011.

2. **Use**: Lessee shall use and occupy the premises for operating emergency medical services for Columbia County, Florida. Lessor represents that the premises may lawfully be used for such purpose.

3. **Alterations**: Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to or about the premises. The consent of the Lessor to Lessee's request shall not be unreasonably withheld by the Lessor.

4. **Ordinances and Statutes**: Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

5. **Repairs**: Except when caused by Lessee's negligence or misuse of the premises by Lessee or its employees, agents, or invitees, Lessor shall maintain and repair the roof, external walls, HVAC, plumbing and electrical. All other repairs and maintenance shall be the responsibility of Lessee. Lessee shall also be responsible for its own janitorial, garbage, and operational expenses of the building.

6. **Assignment and Subletting**: Lessee shall not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

7. **Entry and Inspection**: Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same.

8. **Insurance and Indemnity**: Lessee, at its expense, shall maintain public liability insurance, including bodily injury and property damage, insuring Lessee and Lessor with minimum coverage as provided in the Master Agreement to which this Lease is an exhibit. The fire and extended coverage portion of the insurance upon the premises shall be in an amount no less than the full replacement value of the building and improvements thereon, and Lessee shall keep the policy current and pay all premiums associated therewith. As provided in the Master Agreement, Lessee shall, at its own expense, provide and keep in force for the benefit and protection of Lessor and Lessee as their respective interest may appear, a general liability policy or policies protecting the Lessor and/or Lessee against any and all liability occasioned by accident or disaster in an amount not less than One Million Dollars with respect to any accident and no less than

One Million Dollars with respect to injuries to any one person. Lessee shall keep and hold Lessor harmless from any liability for loss or damage to person or property occurring in any cause or causes in or connected with or about the premises or arising out of Lessee's occupancy of said premises, or any failure by Lessee to maintain any portion of the premises which it is obligated to maintain under this Agreement. Lessee shall at all times defend, indemnify and hold Lessor harmless against any and all claims, actions, suits, from and against any and all liability, loss, damage, costs, charge, attorney's fees and other expenses as further provided in the Master Agreement.

9. **Destruction of Premises:** In the event the premises are completely or partially destroyed, either party may terminate this Agreement effective as fo the date of such loss.

10. **Security Deposit:** Lessee shall not be required to make a security deposit on the premises.

11. **Utilities and Taxes:** All utilities and taxes assessed against the premises, non-ad valorem assessments and rental sales tax, if any, shall be paid by Lessee.

12. **Attorney's Fees:** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fees.

13. **Waiver:** No failure or Lessor to enforce any term hereof shall be deemed to be a waiver.

14. **Notices:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

15. **Heirs, Assigns, Successors:** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

16. **Option to Renew:** This Agreement may be renewed or extended only upon mutual written agreement of the parties.



17. **Venue and Choice of Law**: This Lease shall be governed by the laws of the State of Florida and venue for any dispute arising out of hereof shall be Columbia County, Florida.

18. **Termination**: This Lease may be terminated upon ten (10) days notice to Lessee in the event the Master Agreement to which this is attached is terminated or upon Lessee's default of this Agreement.

19. **Representations and Warranties of Lessee**: Lessee hereby represents and warrants to Lessor as follows:

a. Lessee is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida;

b. Execution of this Lease Agreement and documents contemplated hereunder, and performance hereof by Lessee of its obligations hereunder, have been duly authorized by Lessee's charter, operating agreement and other necessary authority.

c. Upon execution of this Lease Agreement, this Agreement will be a valid and binding obligation of Lessee in accordance with its terms, and the consummation of the transactions contemplated hereby, and the performance of Lessee in accordance with the terms hereof will not result in any breach of or constitute a default under the charter, operating agreement or other agreement or instrument or obligation to which Lessee is a party by which Lessee may be bound or affected.

20. **Survival of Representations and Warranties**: All representations, warranties, and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by Lessor and/or Lessee, respectively, contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this Agreement and the termination contemplated hereunder.

21. **Entire Agreement**: The foregoing constitutes the Agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this Lease before the parties' execution hereof. Attached hereto is the address and legal description for the premises.

SIGNED this 17<sup>th</sup> day of June, 2011.

LESSOR:

LESSEE:

COLUMBIA COUNTY, FLORIDA

LIFEGUARD AMBULANCE  
SERVICE OF FLORIDA, LLC

By: [Signature]  
Jody Dupree, Chairman

By: [Signature]  
Print: Gerald M. Lintz  
Title: Captain

ATTEST: [Signature]  
P. DeWitt Cason, Clerk of Court

(SEAL)

**LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC**  
a Florida limited liability company  
d/b/a **LIFEGUARD AMBULANCE SERVICE - COLUMBIA COUNTY**

By: \_\_\_\_\_

John Roche, Manager

**ATTACHMENT  
NO. 5**

**COUNTY  
COMMERCIAL BUILDING  
LEASE AGREEMENT**

**332 SW WINGATE STREET  
LAKE CITY, FLORIDA**

**Attachment 5:** Commercial Lease for 332 SW Wingate Street, Lake City, Florida.

**COMMERCIAL BUILDING LEASE AGREEMENT**

**THIS LEASE** is made 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, (herein "Lessor" or "County"), and **LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC**, a Florida limited liability company, whose mailing address is 4211 Jerry L. Maygarden Road, Pensacola, Florida 32504, (herein "Lessee" or "Lifeguard"). Lessee hereby offers to lease from Lessor the premises situated in Lake City, Florida, described that portion of the County EMS and Fire unit building currently being occupied by the County for its EMS purposes, but excluding the area occupied by the County for its Fire Department purposes located at 332 SW Wingate Street, Lake City, Florida, (herein "the premises"), upon the following terms and conditions.

**RECITALS**

**WHEREAS**, Lessor advertised its Invitation to Bid No. 2011-J for the lease of facilities to house ambulances, including the facility described in this Commercial Building Lease Agreement, said advertisement being published in a local newspaper of general circulation in the County on February 16 and February 23, 2011; and

**WHEREAS**, Lessee submitted its bid to Lessor on March 2, 2011 for the rental of the premises, and Lessor and Lessee contemporaneously with the execution of this Lease Agreement will enter into an agreement for ambulance and emergency and non-emergency medical services (hereinafter "Master Agreement"); and

**WHEREAS**, Lessor opines entry of this Lease Agreement between Lessor and Lessee is in the best interest of the residents and citizens of Columbia County, Florida, in furtherance of the Lessor's goal to provide the most efficient and cost-effective provision of ambulance and emergency and non-emergency medical services for Columbia County.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and for other good and valuable considerations, the adequacy and sufficiency of which is hereby acknowledged by both parties by the execution hereof, the Lessor and Lessee do hereby agree as follows:

1. **Term and Rent**: Lessor demises the premises for a term of one (1) year commencing July 1, 2011, and terminating June 30, 2012, or sooner as provided herein at the rental to be fixed at One Dollar (\$1.00) per year, payable by Lessee to Lessor on or before July 1, 2011.

2. **Use**: Lessee shall use and occupy the premises for operating emergency medical services for Columbia County, Florida. Lessor represents that the premises may lawfully be used for such purpose.

3. **Alterations**: Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to or about the premises. The consent of the Lessor to Lessee's request shall not be unreasonably withheld by the Lessor.

4. **Ordinances and Statutes**: Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

5. **Repairs**: Except when caused by Lessee's negligence or misuse of the premises by Lessee or its employees, agents, or invitees, Lessor shall maintain and repair the roof, external walls, HVAC, plumbing and electrical. All other repairs and maintenance shall be the responsibility of Lessee. Lessee shall also be responsible for its own janitorial, garbage, and operational expenses of the building.

6. **Assignment and Subletting**: Lessee shall not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

7. **Entry and Inspection**: Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same.

8. **Insurance and Indemnity**: Lessee, at its expense, shall maintain public liability insurance, including bodily injury and property damage, insuring Lessee and Lessor with minimum coverage as provided in the Master Agreement to which this Lease is an exhibit. The fire and extended coverage portion of the insurance upon the premises shall be in an amount no less than the full replacement value of the building and improvements thereon, and Lessee shall keep the policy current and pay all premiums associated therewith. As provided in the Master Agreement, Lessee shall, at its own expense, provide and keep in force for the benefit and protection of Lessor and Lessee as their respective interest may appear, a general liability policy or policies protecting the Lessor and/or Lessee against any and all liability occasioned by accident or disaster in an amount not less than One Million Dollars with respect to any accident and no less than

One Million Dollars with respect to injuries to any one person. Lessee shall keep and hold Lessor harmless from any liability for loss or damage to person or property occurring in any cause or causes in or connected with or about the premises or arising out of Lessee's occupancy of said premises, or any failure by Lessee to maintain any portion of the premises which it is obligated to maintain under this Agreement. Lessee shall at all times defend, indemnify and hold Lessor harmless against any and all claims, actions, suits, from and against any and all liability, loss, damage, costs, charge, attorney's fees and other expenses as further provided in the Master Agreement.

9. **Destruction of Premises**: In the event the premises are completely or partially destroyed, either party may terminate this Agreement effective as fo the date of such loss.

10. **Security Deposit**: Lessee shall not be required to make a security deposit on the premises.

11. **Utilities and Taxes**: All utilities and taxes assessed against the premises, non-ad valorem assessments and rental sales tax, if any, shall be paid by Lessee.

12. **Attorney's Fees**: In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fees.

13. **Waiver**: No failure or Lessor to enforce any term hereof shall be deemed to be a waiver.

14. **Notices**: Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

15. **Heirs, Assigns, Successors**: This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

16. **Option to Renew**: This Agreement may be renewed or extended only upon mutual written agreement of the parties.

17. **Venue and Choice of Law:** This Lease shall be governed by the laws of the State of Florida and venue for any dispute arising out of hereof shall be Columbia County, Florida.

18. **Termination:** This Lease may be terminated upon ten (10) days notice to Lessee in the event the Master Agreement to which this is attached is terminated or upon Lessee's default of this Agreement.

19. **Representations and Warranties of Lessee:** Lessee hereby represents and warrants to Lessor as follows:

a. Lessee is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida;

b. Execution of this Lease Agreement and documents contemplated hereunder, and performance hereof by Lessee of its obligations hereunder, have been duly authorized by Lessee's charter, operating agreement and other necessary authority.

c. Upon execution of this Lease Agreement, this Agreement will be a valid and binding obligation of Lessee in accordance with its terms, and the consummation of the transactions contemplated hereby, and the performance of Lessee in accordance with the terms hereof will not result in any breach of or constitute a default under the charter, operating agreement or other agreement or instrument or obligation to which Lessee is a party by which Lessee may be bound or affected.

20. **Survival of Representations and Warranties:** All representations, warranties, and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by Lessor and/or Lessee, respectively, contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this Agreement and the termination contemplated hereunder.

21. **Entire Agreement:** The foregoing constitutes the Agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this Lease before the parties' execution hereof. Attached hereto is the address and legal description for the premises.



SIGNED this 17<sup>th</sup> day of June, 2011.

LESSOR:

LESSEE:

COLUMBIA COUNTY, FLORIDA

LIFEGUARD AMBULANCE  
SERVICE OF FLORIDA, LLC

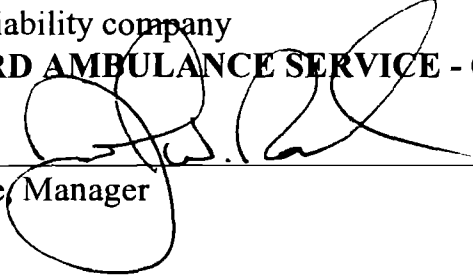
By: [Signature]  
Jody Dupree, Chairman

By: [Signature]  
Print: Gerald M. List Jr.  
Title: Captain

ATTEST: [Signature]  
P. DeWitt Cason, Clerk of Court

(SEAL)

**LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC**  
a Florida limited liability company  
d/b/a **LIFEGUARD AMBULANCE SERVICE - COLUMBIA COUNTY**

By:   
John Roche, Manager

**ATTACHMENT  
NO. 6**

**CITY BUILDING LEASE**

HFD/lss  
6/8/2011  
6/13/2011 (revised)  
6/14/2011 (revised)  
6/16/2011 (revised)

## **BUILDING SPACE LEASE**

**THIS BUILDING SPACE LEASE ("Lease")** is made between the **CITY OF LAKE CITY, FLORIDA**, a municipal corporation organized under the laws of Florida, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055, (herein "City"), and **LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC**, a Florida limited liability company, whose mailing address is 4211 Jerry L. Maygarden Road, Pensacola, Florida 32504, (herein "Lifeguard").

## **RECITALS**

**WHEREAS**, County and City have entered into an agreement with Lifeguard dated July 1, 2011 (the "Lifeguard Agreement") for Lifeguard to provide County, City and Town of Fort White with ambulance and emergency and non-emergency medical services; and

**WHEREAS**, under the provisions of the Lifeguard Agreement, City has agreed to temporarily lease Lifeguard the same building space (herein the "Premises") within the City's Public Safety Building to house its ambulances and operate emergency medical services formerly used by the County for such use and services, which space is identified on Exhibit "A" attached hereto; and

**WHEREAS**, City finds that the required Lease between City and Lifeguard is in the best interest of the residents and citizens of Columbia County and City and in the furtherance of City's goal to provide the most efficient and cost effective provisions for ambulance and emergency and non-emergency medical services for the County and City.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and for other good and valuable considerations, the adequacy and sufficiency of which is hereby acknowledged by both parties by the execution hereof, the City and Lifeguard do hereby agree as follows:

1. **Lease**: City hereby leases to Lifeguard and Lifeguard leases from City the

Premises as identified on Exhibit "A" attached hereto in accordance with and subject to the terms of this Lease.

2. **Term and Rent:** City demises the premises for a term of one (1) year commencing July 1, 2011, and terminating June 30, 2012, or sooner as provided herein at the rental to be fixed at One Dollar (\$1.00) per year, payable by Lifeguard to City on or before July 1, 2011.

3. **Use:** Lifeguard shall use and occupy the Premises solely for housing ambulances and for operating emergency medical services for Columbia County and City pursuant to and in accordance with the provisions of the Lifeguard Agreement.

4. **Alterations:** Lifeguard shall not, without first obtaining the written consent of City, make any alterations, additions, or improvements in, to or about the premises.

5. **Ordinances and Statutes:** Lifeguard shall comply with and abide by all laws, rules, regulations, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lifeguard.

6. **Maintenance:** All ordinary maintenance expenses and janitorial services, garbage, waste disposal and operational expenses of the Premises shall be paid by Lifeguard.

7. **Assignment and Subletting:** Lifeguard shall not assign this Lease or sublet any portion of the premises without prior written consent of City. Any such assignment or subletting without consent shall be void and, at the option of City, may terminate this Lease.

8. **Entry and Inspection:** Lifeguard shall permit City or City's agents to enter upon the premises at all reasonable times and upon reasonable notice, for the purposes of inspecting the same.

9. **Insurance and Indemnity:** Lifeguard, at its expense, shall maintain public liability insurance, including bodily injury and property damage, insuring Lifeguard and City with minimum coverage as provided in the Lifeguard Agreement to which this Lease is an exhibit. The fire and extended coverage portion of the insurance upon the

premises shall be in an amount no less than the full replacement value of the building and improvements thereon, and Lifeguard shall keep the policy current and pay all premiums associated therewith. Also as provided in the Lifeguard Agreement, Lifeguard shall, at its own expense, provide and keep in force for the benefit and protection of City and Lifeguard as their respective interest may appear, a general liability policy or policies protecting the City and/or Lifeguard against any and all liability occasioned by accident or disaster in an amount not less than One Million Dollars with respect to any accident and no less than One Million Dollars with respect to injuries to any one person. Lifeguard shall keep and hold City harmless from any liability for loss or damage to person or property occurring in any cause or causes in or connected with or about the premises or arising out of Lifeguard's occupancy of said premises, or any failure by Lifeguard to maintain any portion of the premises which it is obligated to maintain under this Lease. Lifeguard shall at all times defend, indemnify and hold City harmless against any and all claims, actions, suits, from and against any and all liability, loss, damage, costs, charge, attorney's fees and other expenses as further provided in the Lifeguard Agreement.

10. **Utilities and Taxes:** All utilities, including, but not limited to, water, sewer, gas, electricity and telephone, and taxes assessed against the premises, together with non-ad valorem assessments and rental sales tax, if any, shall be paid by Lifeguard.

11. **Attorney's Fees:** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fees.

12. **Waiver:** No failure of City to enforce any term hereof shall be deemed to be a waiver.

13. **Notices:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lifeguard at its address specified above, or City at the address specified above, or at such other places as may be designated by the parties from time to time.

14. **Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns..

15. **Option to Renew**: This Lease may be renewed or extended only upon mutual written agreement of the parties.

16. **Relocation to other Premises**: City reserves the right to relocate and provide alternative building space to Lifeguard, provided the same is of reasonable, comparable location and quality.

17. **Venue and Choice of Law**: This Lease shall be governed by the laws of the State of Florida and venue for any dispute arising out of hereof shall be Columbia County, Florida.

18. **Termination**: This Lease may be terminated upon ten (10) days notice to Lifeguard in the event of any default in the Lifeguard Agreement or upon Lifeguard's default of this Lease.

19. **Representations and Warranties of Lifeguard**: Lifeguard hereby represents and warrants to City as follows:

a. Lifeguard is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida;

b. Execution of this Lease and documents contemplated hereunder, and performance hereof by Lifeguard of its obligations hereunder, have been duly authorized by Lifeguard's charter, operating agreement and other necessary authority.

c. Upon execution of this Lease, this Lease will be a valid and binding obligation of Lifeguard in accordance with its terms.

20. **Survival of Representations and Warranties**: All representations, warranties, and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by City and/or Lifeguard, respectively, contained in this Lease, or in any document delivered in contemplation hereof shall survive the execution of this Lease and the termination contemplated hereunder.

21. **Entire Agreement**: The foregoing constitutes the agreement between the

parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this Lease before the parties' execution hereof. Attached hereto is the address and legal description for the premises.

SIGNED this 27<sup>th</sup> day of June, 2011.

**CITY:**

**LIFEGUARD:**

**CITY OF LAKE CITY, FLORIDA**

**LIFEGUARD AMBULANCE  
SERVICE OF FLORIDA, LLC**

By:

Stephen M. Witt  
STEPHEN M. WITT, Mayor

By:

Donald M. Lint Sr.  
Print: Gerald M. Lint Sr.  
Title: Captain

ATTEST:

Audrey E. Sikes  
AUDREY E. SIKES  
City Clerk

APPROVED AS TO FORM AND LEGALITY

By:

Herbert F. Darby  
HERBERT F. DARBY  
City Attorney



**EXHIBIT "A"**

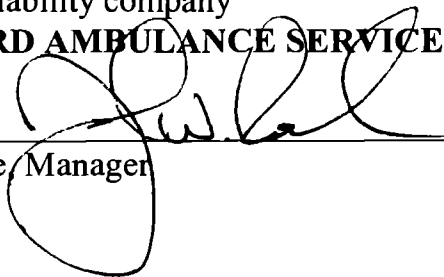
**ATTACHED TO BUILDING SPACE LEASE BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC, DATED JULY 1, 2011.**

An area of space within the Lake City Fire Department at the City Public Safety Building at 225 NW Main Boulevard, Lake City, Florida, for the housing of an ambulance and to accommodate Lifeguard personnel needed to conduct emergency medical services within the County and City pursuant to and in accordance with the terms and conditions of agreement between Lifeguard, County and City dated July 1, 2011, and being the same space formerly used and utilized by the County for ambulance housing and rendering emergency medical services to the County and City.

**LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC**  
a Florida limited liability company  
d/b/a **LIFEGUARD AMBULANCE SERVICE - COLUMBIA COUNTY**

By: \_\_\_\_\_

John Roche, Manager

A handwritten signature in black ink, appearing to read 'John Roche', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke.

**ATTACHMENT  
NO. 7**

**AMBULANCE LEASE  
AGREEMENT**

**AMBULANCE LEASE AGREEMENT**

**THIS AMBULANCE LEASE AGREEMENT** (this "Lease") is made and entered into as of \_\_\_\_\_, 2011, 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, (the "Lessor"), and **LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC**, a Florida limited liability company, whose mailing address is 4211 Jerry L. Maygarden Road, Pensacola, Florida 32504, (the "Lifeguard"). Capitalized terms used but not otherwise defined herein will have the meanings set forth in the AAES, as hereinafter defined.

**WITNESSETH:**

**WHEREAS**, Lessor and Lifeguard have entered into that certain Agreement for Ambulance and Emergency and Non-Emergency Medical Services dated as of July 1, 2011, ("AAES"), under which Lifeguard has agreed to, among other things, provide certain services to the Lessor;

**WHEREAS**, certain of the ambulances which Lifeguard desires to utilize include ambulances listed on **Exhibit A**, attached hereto and incorporated herein by reference;

**WHEREAS**, at the Closing of the AAES, Lessor desires to allow Lifeguard to utilize the ambulances listed on **Exhibit A**, and therefore, the Lessor desires to lease to the Lifeguard and the Lifeguard desires to lease from the Lessor, all the ambulances listed on **Exhibit A** under the terms and conditions set forth herein; and

**WHEREAS**, Lessor owns the vehicles (as set forth on **Exhibit A** attached hereto and incorporated herein by reference) (the "Vehicles"), and Lifeguard desires to take and lease the Vehicles.

**NOW, THEREFORE**, for valuable consideration and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**1. TERM; RENT.**

(a) Subject to the terms of this Lease, Lessor hereby leases to Lifeguard, and Lifeguard hereby leases from Lessor, the Vehicles. The initial term of this Lease shall begin on July 1, 2011 and shall continue for a term of one (1) year unless earlier

terminated in accordance with this Lease (the "Term"). This Lease will terminate earlier upon default of the AAES by Lifeguard.

(b) The rent for the Term shall be One and No/100 (\$1.00) Dollar payable upon execution of this Lease. The parties agree that the rental payable by Lifeguard hereunder is in addition to the covenants of the AAES which constitutes additional and material consideration for this Lease, and that the same constitutes a fair market value for the Vehicles.

## **2. USE.**

(a) The Vehicles shall be used by Lifeguard only as an ambulance for emergency and non-emergency medical transportation services within Columbia County, Florida, and providing services described in the AAES, (the "Use"). Lifeguard shall not change the Use of the Vehicles without Lessor's prior written consent. Lifeguard shall not do or permit any act or thing with respect to the Vehicles or any part thereof that (i) is contrary to any legal or insurance requirement applicable to the Vehicles or any part thereof, (ii) impairs the value of the Vehicles or any part thereof, (iii) materially increases the dangers, or poses an unreasonable risk of harm, to third parties arising from activities on the Vehicles, or (iv) constitutes a public or private nuisance or waste on or about the terms and conditions of this contract. All Vehicles which are subject of this contract shall be operated by safe, careful, properly licensed and legally qualified operators, who shall conclusively be presumed to be the agent, servant or employee of the Lifeguard. Lifeguard shall neither use nor allow any Vehicle covered by this contract to be used for transportation of any property or material deemed extra-hazardous by reason of being flammable, explosive or fissionable or to tow, push or otherwise propel any other vehicle or object, nor shall Lifeguard use or allow any vehicle covered by this contract to be used for the transportation of any property or material in violation of any federal, state, or local Laws, or for any illegal purpose, or for the purpose of transporting contraband material. It is agreed that standard materials, such as oxygen and other materials commonly used in performance of medical transportation are acceptable. Lifeguard shall save, hold harmless and indemnify Lessor from any fines, forfeitures, or penalties whatsoever arising out of a failure to comply with or alleged violation of any federal, state, or local Laws or regulations.

**3. LIFEGUARD'S PROPERTY.**

If Lifeguard fails to remove any of its property from the Vehicles within ten (10) business days following the Termination Date, such property of the Lifeguard, not removed by Lifeguard, shall be deemed abandoned by Lifeguard, and shall, at the option of Lessor, become the property of Lessor.

**4. DAMAGE OR DESTRUCTION; INSURANCE; VEHICLE OPERATOR.**

(a) Lifeguard, at its sole expense, shall maintain throughout the Term of this Lease bodily injury and property damage covering the Vehicles used under this Lease for owned, hired and non-owned Vehicles with limits of not less than One Million Dollars (\$1,000,000.00) combined single limits bodily injury and property damage. Policies shall include coverage for loading and unloading hazards unless covered under other general liability insurance maintained by Lifeguard. Lifeguard shall provide the primary coverage regardless of actual vehicle ownership. The Vehicles shall also be covered under Lifeguard's "umbrella" coverage as required by the AAES.

(b) Lifeguard agrees that any operator engaged to drive the Vehicles is not, and shall not be deemed, an employee of Lessor. The operator is an independent contractor or employee employed by the Lifeguard, and the Lifeguard only.

**5. ALTERATIONS AND MAINTENANCE OF EQUIPMENT.**

Lifeguard shall not make any alterations to the Vehicles whatsoever without the prior consent of the Lessor, such consent not to be unreasonably withheld. Lifeguard is hereby authorized by Lessor to re-brand units with Lifeguard materials and make normal repairs to the Vehicles including, but not limited to, flat tire repair and mirror repair and any such other repairs to the normal wear and tear of the Vehicles.

**6. COMPLIANCE; SURRENDER.**

(a) Lifeguard, at its sole cost and expense, shall obtain and maintain all permits, licenses and other authorizations required for the use of the Vehicles or any part thereof. Lifeguard shall defend, indemnify and hold Lessor harmless from all expenses and damages by reason of any notices, orders, violations or penalties filed against or

imposed upon the Vehicles or any part thereof, or against Lessor as owner thereof, because of Lifeguard's failure to comply with this Section 6(a). Lifeguard shall be responsible for all operations, maintenance and repairs of the Vehicles at its own expense and at the termination of this Lease, the Vehicles shall be returned to Lessor in the condition provided in Subsection (d).

(b) Lifeguard will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge (other than a lien, encumbrance or charge created by Lifeguard, or its successors or assigns) upon the Vehicles.

(c) Lifeguard shall pay all charges for fuel consumed by the Vehicles as well as preventive maintenance.

(d) Upon the Termination Date or the expiration of the Term, whichever occurs first, Lifeguard shall peacefully surrender possession of the Vehicles to Lessor in similar condition to that which the Vehicles were in upon original delivery to Lifeguard, ordinary wear and tear excepted. Lifeguard shall be liable, and shall promptly pay within ten (10) days of invoice delivery, for any repairs and restoration of any damage to the Vehicles resulting from any damage of property of the Lifeguard permitted by the terms of this Lease. Prior to remitting any invoice to Lifeguard, Lessor shall provide Lifeguard with digital photographs of all damage, inside or outside the Vehicles, for which Lessor claims Lifeguard is liable under this Section 6(d).

## **7. INSPECTION.**

Lifeguard represents and certifies to lessor that lifeguard has made inspections of the vehicles and has determined that the vehicles are satisfactory for lifeguard's purposes and lifeguard accepts the vehicles "as is, where is" in their present condition, without warranty or representation by lessor. Lifeguard has made such determination independently and not in reliance on any statements or representations of lessor or any agent representing, or holding itself out as representing, lessor. Lessor specifically disclaims all warranties of merchantability or of fitness for a particular purpose.

## **8. DEFAULT.**

(a) If any of the following events occur, such event or events shall hereby be defined to be a "Default" under this Lease: Lifeguard fails to perform or observe any

term, condition, covenant, agreement or obligation of the AAES, this Lease or any other lease with Lessor.

(b) Upon the occurrence of a Default, Lessor shall have the right, in addition to any other rights and remedies available at law or in equity, to terminate this Lease by giving written notice of termination to Lifeguard. Upon such written notice, this Lease shall cease and expire, and Lifeguard shall surrender the Vehicles to Lessor.

(c) The rights and remedies of Lessor set forth herein shall be in addition to any other right or remedy now or hereinafter provided by law or in equity, and all such rights and remedies shall be cumulative. No action or inaction by Lessor shall constitute a waiver of a Default, and no waiver of a Default shall be effective unless it is in writing and signed by Lessor.

#### **9. COMPLIANCE WITH LAW.**

(a) Lifeguard shall, at its sole cost and expense, comply with all ordinances, regulations, rules and requirements of the federal, state, municipal or other governmental authorities relating to the Lifeguard's operation or use of the Vehicles. Lifeguard shall comply with the requirements of all policies of public liability, fire and other insurance with respect to the use or operation of the Vehicles.

(b) The parties shall endeavor to comply with all applicable law. It is the intent of the parties that this Lease shall satisfy relevant state and federal laws and, to the extent possible, safe harbor provisions published at 42 C.F.R. § 1001.952 (under the Medicare and Medicaid Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b)). If either party reasonably determines that this Lease does not satisfy relevant exceptions or safe harbors or comply with applicable law that party may suspend operation of this Lease immediately upon provision of written notice to the other party specifying the ground(s) for suspension of the Lease. Immediately thereafter, the parties shall meet and confer in good faith and attempt to modify the Lease to comply with applicable law. If the parties cannot agree that a modification is necessary to comply with applicable law, or upon the terms of such a modification, within sixty (60) days of the date of tendered written notice of suspension, this Lease shall terminate automatically.

(c) Lifeguard represents and warrants that it has never been sanctioned by or excluded from participation in the Medicare, Medicaid or any other state or federal health program for program-related offenses and has never been convicted of a criminal offense.



related to health care. Lifeguard shall notify Lessor immediately if any such action is proposed or taken against it, or if it becomes the subject of an investigation that could lead to such action, at which time Lessor may terminate this Lease.

**10. RIGHT TO INSPECT.**

Lessor and Lessor's agents shall, at all times, have the right, but no obligation, to enter the Vehicles without charge at reasonable times during business hours and after reasonable notice to Lifeguard and in case of emergency at any time, for the purpose for inspecting the Vehicles or to make or facilitate any repairs, alterations, additions or improvements to the Vehicles. Lessor agrees to exercise diligent effort to minimize any inconvenience to Lifeguard caused by such entry.

**11. WARRANTIES.**

Lessor, not being the manufacturer of the Vehicles or manufacturer's agent, makes no express or implied warranty of any kind whatsoever with respect to the Vehicles, including but not limited to the fitness for any particular purpose, the design or condition of the Vehicles, the quality or capacity of the Vehicles, the workmanship in the Vehicles, compliance of the Vehicles with the requirements of any law, rules, specification or contract pertaining thereto, patent or latent defects.

**12. HOLDING OVER.**

Lifeguard shall not remain in possession of the Vehicles after the Termination Date.

**13. ASSIGNMENT.**

Lifeguard shall not have the right to assign or sublet any part or all of the Vehicles to any party for any purpose without the prior, written consent of the Lessor

**14. INDEMNIFICATION.**

Lifeguard hereby agrees to indemnify, defend and hold Lessor harmless from and against all liabilities, losses, obligations, damages, penalties, claims, costs, charges and expenses, including, but not limited to, reasonable attorneys' fees and expenses, which

may be imposed upon or asserted against or incurred by Lessor by reason of any of the following, (i) any use, possession, occupancy, operation or management of the Vehicles or any part thereof, (ii) any failure to properly use, possess, occupy, operate, maintain or manage the Vehicles or any part thereof, (iii) the condition of the Vehicles or any part thereof, (iv) any negligence, gross negligence or misconduct on the part of Lifeguard or any of its agents, contractors, servants, employees, licensees or invitees, (v) any accident, injury or damage to any person or property occurring in, on or about the Vehicles or any part thereof, or (vi) any failure on the part of Lifeguard to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with. However, Lifeguard shall not be responsible nor shall Lifeguard be required to defend, indemnify or hold Lessor harmless from any or all expenses and damages related to any manufacturer's defects, known or unknown, or any penalty fine or any other costs that were the result of actions or inactions by Lessor prior to the inception date of the Lease, throughout the Term of this Lease.

#### **15. HOLD HARMLESS.**

Lifeguard agrees to indemnify, defend and hold Lessor harmless from and against any and all claims, damages, accidents and injuries to persons or property caused by, resulting from or in connection with anything in, pertaining to or upon the Vehicles or any part thereof during the Term or while Lifeguard is occupying the Vehicles. Lessor shall not be liable to Lifeguard, or Lifeguard's employees, agents, invitees, licensees or any other person whomsoever, for any injury to any person or damage to property on or about the Vehicles caused by the negligence, gross negligence or misconduct of Lifeguard, or its agents, invitees, licensees, servants or employees, or of any other person entering the Vehicles under expressed or implied invitation by Lifeguard or due to any other cause whatsoever. However, Lifeguard shall not be responsible nor shall Lifeguard be required to defend, indemnify or hold Lessor harmless from any or all expenses and damages related to any manufacturer's defects, known or unknown, or any expenses or damages prior to the inception date of the lease, throughout the Term of this Lease. Notwithstanding any provision in this Lease to the contrary, any liability of the Lessor under this Lease shall be limited to the coverages, amounts and procedural requirements of the *Florida Governmental Tort Liability Act*, including but not limited to Section 768.28, Florida Statutes, and any other local, state, or federal law or regulation limiting the liability of Lessor or its trustees, officers, employees or agents, and this liability is expressly subject to the provisions of such laws, as such now exist or may be hereafter amended, revised or interpreted. Lessor shall not be obligated hereunder for any

amounts in excess of the limitations of liability provided by state law any time. There shall be no third party beneficiaries to this Lease.

**16. NOTICES.**

All notices required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if served personally upon an officer of the party to whom the notice is addressed or if sent by registered or certified United States mail, postage prepaid, addressed to such party at its address first above set forth. Lessor or Lifeguard shall, from time to time, have the right to specify as its proper address for purposes of this Lease any other address.

**17. ATTORNEY'S FEES.**

If any dispute between the parties or any default of any terms or conditions of this contract resulting in litigation, then the prevailing parties shall be entitled to reasonable attorneys' fees plus costs of litigation.

**18. ENTIRE AGREEMENT.**

This Lease contains the entire agreement between the parties hereto with respect to the subject matter herein and may not be modified in any manner other than in writing signed by the parties hereto or their successors-in-interest.

**19. WAIVER.**

No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lifeguard of the same or any other provision. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lifeguard.

**20. CORPORATE AUTHORITY.**

Each individual executing this Lease on behalf of Lifeguard represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lifeguard in accordance with a duly adopted resolution of the board of directors ,

operating agreement, or group of like authority of Lifeguard, and that this Lease is binding upon Lifeguard in accordance with its terms.

**21. GOVERNING LAW.**

This Agreement has been entered into in the State of Florida and the Agreement, including any rights, remedies, or obligations provided for thereunder, shall be construed and enforced in accordance with the laws of the State of Florida, and any and all actions arising under or in respect of this Agreement shall be litigated exclusively in the state courts of Columbia County, Florida, where sole venue for any legal action shall be.

**22. LEASE EXTENSION.**

Upon the Termination Date of this Lease, it may be extended only by the prior mutual written consent of all parties to this Agreement.

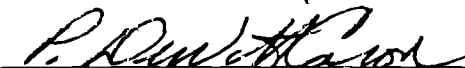
**23. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.**

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Agreement to be executed the day and date first above-written.

**COLUMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Jody Dupree, Chairman

ATTEST: \_\_\_\_\_  
P. DeWitt Cason, Clerk of Courts

(SEAL)

**LIFEGUARD AMBULANCE SERVICE  
OF FLORIDA, LLC**

By: Gerald M. Lint Jr.  
Print: Gerald M. Lint Jr.  
Title: Captain

## **Exhibit A**

### Description of the Vehicles

<b><u>Unit</u></b>	<b><u>Vehicle ID#</u></b>	<b><u>Year</u></b>	<b><u>Truck Make</u></b>	<b><u>Ambulance Make</u></b>	<b><u>Mileage on 2/8/11</u></b>
R-50	1GDE4V1215F506475	2005	GMC C4500	Osage Type III Warrior	124,649
R-51	1GDE4V1235F506140	2005	GMC C4500	Osage Type III Warrior	133,467
R-52	1GDE4V1235F506317	2005	GMC C4500	Osage Type III Warrior	129,723
R-53	1GDE4V1275F506013	2005	GMC C4500	Osage Type III Warrior	117,629
R-54	1GDE4V1918F400657	2007	GMC C4500	Osage Type III Warrior	69,673
R-55	1GBE4V1978F406620	2008	GMC C4500	Osage Type III Warrior	41,383

**LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC**  
a Florida limited liability company  
d/b/a **LIFEGUARD AMBULANCE SERVICE - COLUMBIA COUNTY**

By: \_\_\_\_\_

John Roche, Manager

**ATTACHMENT  
NO. 7**

**FINANCIAL  
HARDSHIP  
APPLICATION**





**P. O Box 11361  
Birmingham, AL 35202-1361  
1-866-333-1665 (Ext. 326)  
Fax# 205-380-2074**

## **Financial Hardship Application**

The patient will need to complete a financial disclosure form and provide documentation of proof of income. Appropriate documentation of financial hardship would be one or more of the following:

1) Documented proof that patient is at or below 200% of the current federal poverty guidelines. This can include documents such as

- a. W-2 withholding statements
- b. Pay check stubs
- c. Income tax return
- d. Forms from Medicaid or other State-funded medical assistance
- e. Forms from employers or welfare agencies.

2) Patient has other circumstances that indicate financial hardship. These can be situations such as:

- a. proof of bankruptcy settlement
- b. catastrophic situations (death or disability in family, divorce)
- c. or other documentation that shows that patient would be unable to pay medical bill and still be able to pay for other basic necessary expenses.

Income shall be annualized from the date of request based on documentation provided and upon verbal information provided by the patient. The annualization process will also take into consideration seasonal employment and temporary increases and/or decreases to income.

Any denial of "financial hardship" discount request will be written and will include instructions for reconsideration. If additional documentation of financial need is received to support charity care, the request will be reviewed and considered per the above guidelines.

Once your request has been reviewed by our office we will inform you of our decision by mail. If your request has been denied you will be responsible for paying the full amount due within six months. Payments may be set up in monthly installments. If you have any questions regarding this Financial Hardship Application please feel free to contact our office.

Once your application has been completed please mail both documents in its entirety to:  
Lifeguard Transportation Service  
PO Box 11361  
Birmingham, AL 35202

**All information relating to financial hardship requests will be kept confidential**

Patient Name: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_

Address: \_\_\_\_\_

Responsible Party:  
(if different from patient) \_\_\_\_\_

Number of Family Members (Living in household): \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

If unemployed, how long? \_\_\_\_\_

Spouse's Employer: \_\_\_\_\_

Address: \_\_\_\_\_

If unemployed, how long? \_\_\_\_\_

#### FINANCIAL INFORMATION TABLE

Expenses Monthly	Dollar Amount
Mortgage/Rent	
Electricity/Gas	
Water/Sewer/Garbage	
Home Phone/Cell Phone	
Cable/Satellite	
Food	
Child Care	
Child Support/Alimony	
Credit Cards	
Medical/Dental (not covered by insurance)	
Insurance (car, house, life, etc.)	
School	
Car Payment	
2 <sup>nd</sup> Car Payment	
Vehicle Gas/Maintenance	
<b>Total Monthly Expenses</b>	

Payroll Information	
Gross bi-weekly amount	
-Federal Taxes	
-States Taxes	
-FICA	
-Retirement	
-Health	
-Dental	
-Life	
-Union Dues	
-Flexible Spending	
<b>TOTAL</b>	

Net Monthly Income	
Employee-see table above	
Spouse/Other	
Other (Child Support, etc.)	
<b>Total Monthly Income</b>	

I HEREBY ACKNOWLEDGE THAT THE INFORMATION GIVEN HEREIN IS TRUE AND CORRECT. I AUTHORIZE LIFEGUARD TRANSPORTATION TO VERIFY ANY INFORMATION CONTAINED IN THIS DOCUMENT FOR THE SOLE PURPOSE OF ASSESSING FINANCIAL NEED. I AGREE TO BE RESPONSIBLE FOR ANY BALANCE REMAINING AFTER THE APPLICATION HAS BEEN APPROVED OR DENIED.

\_\_\_\_\_  
Signature of Person Making Request

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Spouse/Other

\_\_\_\_\_  
Date