

This contract was received by the EMS Union on May 17, 2011 at 04:30 pm

Items in these boxes were updated on May 18, 2011 at 07:15 pm. Changes gleaned from latest county contract.

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

1st day of July

**THIS AGREEMENT** is made and entered into on this \_\_\_\_\_ day of June, 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"), and Lifeguard Ambulance Service of Florida, LLC, a Florida limited liability company, whose mailing address is 4211 Jerry L. Maygarden Road, Pensacola, Florida 32504, ("Contractor").

**RECITALS**

A. Contractor is the owner and operator of certain emergency and non-emergency medical care vehicles and equipment designed to provide emergency and non-emergency medical care and assistance and has employed trained personnel whose duties are related to the use of such vehicles and equipment and to the provision of emergency and non-emergency medical services.

B. County published its solicitation of letters of interest and statement of qualifications for ambulance service for the unincorporated area of Columbia County and the Town of Fort White, Florida. County has selected Contractor as the most qualified entity to provide ambulance and advance life support services which includes health services involving examination, diagnosis, treatment, prevention, medical consultation or administration for advanced life support, and the County and Contractor now desire to enter into the ambulance service agreement contained herein.

**REPRESENTATIONS OF CONTRACTOR**

1. 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.

2. 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.

3. 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.

4. 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.

5. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder.

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

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, which is equipped to transport patients, in a reclining position, to or from health care facilities.

**"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 (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. Contractor means Lifeguard Ambulance Service of Florida, LLC. and with its principal place of business at

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

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

**"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).

**"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.

**"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 or Contractor as herein provided who serves and carries out the duties as described in, but not limited to Section IV.A.

**"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.

**"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.

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

**"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 Emergency and Non-emergency Ambulance services for the entire population of Columbia County, including all incorporated areas of the City of Lake City and The Town of Fort White. The contractor shall be the County's exclusive Emergency Ambulance Contractor and shall be granted authorization to perform non-emergency ambulance services non-exclusively. Century Ambulance provides the other non-emergency ambulance service within the County. Contractor will not provide non-medical ambulance 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 after 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 I — 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.

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.

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 I — 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.

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.

## 2. 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.

3. 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.

**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.

**C. 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, at its option, may 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 Administrator 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 shall furnish its own Medical Director for other system participants, including First Responder agencies and emergency dispatch through an independent Contract with a qualified physician Medical Director.

1. Duties of the Medical Director provided by the Contractor and County as required by their respective physicians:
  - 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.

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.

**B. Term and Renewal Provisions.**

The initial term of the Agreement shall be for a period of five (5) years beginning June 1, 2011. The County may offer, at its sole option and discretion, and based in part upon Contractor's superior performance, grant no more than two (2) three (3) year renewals. The offer of extension, if any, shall be made to the Contractor by the County at least 90 days prior to the scheduled end of the term of the Agreement or previously granted extension.

**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 Request for Proposal 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 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 and City Fire Department.

10. Ambulance and Equipment.  
County agrees to lease for \_\_\_ dollars per year all vehicles, equipment and radios, currently in the County inventory for a period of thirty-six (36) months. Attachment \_\_\_.

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 The City of Lake City agree to provide building space as provided for in the attached leases, (*Attachments 3, 4 and 5 respectively*).

**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 Contract Administrator 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 increased 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.

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.

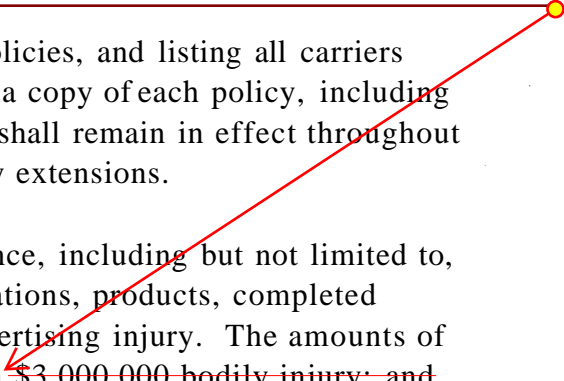
**F. Insurance Indemnity Provisions.**

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

each occurrence limit \$1,000,000; general aggregate limit of \$5,000,000; damage to premises rented to Contractor of \$100,000.

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, operations, products, completed operations, personal injury, and advertising injury. The amounts of such insurance shall be not less than ~~\$3,000,000 bodily injury; and property damage of not less than \$500,000.00 each occurrence. This insurance shall include fire legal liability of not less than \$50,000.00 per occurrence, unless otherwise stated by exception herein.~~ 
- 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 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.

~~f. Uninsured and underinsured motorist coverage of at least \$250,000 shall be provided.~~

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 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 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, its officers, employees, and the Medical Director, as additional insureds.

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 on going 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 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, its 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 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 arising solely of County'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.

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 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 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's Director of Administrative Services 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 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's Administrative Services Director and County Attorney."
4. Cooperation with Takeover Required.  
In the event of a take-over by County pursuant to Section V. 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.
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 Remedies.**

[f conditions or circumstances, constituting a Default as set forth in Section G exist, County shall have all rights and remedies available at law and equity under the Agreement, specifically including the right to terminate the Agreement, the right to pursue Contractor for damages and the right of Emergency take-over as set forth in Section K. All County's remedies shall be noncumulative and shall be in addition to any other remedy available to the County.

**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 pay the Contractor the reasonable rental value of such equipment and facilities during the time they are used by the County. 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 for the endorsement of any commercial products or services 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. Damages.

Except as otherwise specifically herein provided, 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.

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

In the event either party should default under any of the provisions of this agreement and the other party should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of

either party, the prevailing party shall recover from the other party the reasonable fee for such attorneys and such other reasonable expenses and costs so incurred.

17. Notices.

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

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 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

18. Execution counterparts.

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

19. Binding effect.

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

20. Severability.

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

21. Public records.

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Records Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity 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.

22. Entire and complete agreement.

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

23. Additional covenants.

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.

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

**COLUMBIA COUNTY, FLORIDA**

By:

Jody Dupree, Chairman  
Board of County Commissioners

**ATTEST:**

P. DeWitt Cason, Clerk of Courts

(SEAL)

**CONTRACTOR:**

**LIFEGUARD AMBULANCE SERVICE OF  
FLORIDA, LLC**

By:

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**ACCOMMODATION PARTIES:**

The following parties acknowledge their respective responsibilities under this agreement.

**THE CITY OF LAKE CITY, FLORIDA**

By:

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Witnesses:

**THE TOWN OF FORT WHITE, FLORIDA**

By:

Print:

Title: \_\_\_\_\_

\_\_\_\_\_