

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

THIS AGREEMENT is made and entered into on this 8th day of September , 2022, by and between Santa Rosa County, Florida, (“County”), and Lifeguard Ambulance Service, LLC , (“Contractor”).

RECITALS

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 in its employ 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.

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 agree as follows:

Contractor agrees as follows:

Contractor shall manage 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, hire/fire 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 medical facilities operating within Santa Rosa County in providing exclusively emergency and non-emergency medical service, cooperate with and respond to the County on matters related to patient care, and generally manage all aspects of the ambulance system’s operations.

I. DEFINITIONS:

Advanced Life Support (ALS) means intravenous therapy, endotracheal intubation, defibrillation, and other invasive treatment as authorized by Medical Director and State Statutes and Regulations.

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

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

Basic Life Support (BLS) means EMT caregivers who provide transports for patients who require basic medical monitoring as authorized by Medical Director.

County Emergency Communications Center means the single facility located in the County’s Emergency Operations Center Headquarters that is the 911 Public Safety Answering Point (PSAP), which receives all 911 emergency medical calls, notifies and dispatches first responders, and Contractor ambulances.

Contractor means Lifeguard Ambulance Service of Florida, LLC

County means Santa Rosa County, Florida.

Default means the Contractor's non-compliance with the standards and performances as defined in this Agreement to those identified at Section V.H.

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

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.

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 Santa Rosa County or contiguous county.

Medical Director means the licensed physician (or his/her designee) selected by the County who serves 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 enroute to the scene.

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

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

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

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

Priority means the assigned call priority number (i.e., Priority A,B,C,D,E) or Hot or Cold response of all requests for an ambulance response, which are received by the County Emergency 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 Communications Center, pursuant to telephone algorithms and priority dispatch protocols approved by the Medical Director.

Proposer means an organization submitting responses to this Request for Proposal.

Response Time (Ambulance) means the actual elapsed time between receipt of notification including information necessary to respond to the call (e.g., address, callback number and presumptive designation) by the Contractor from the County's Emergency Communications Center that an ambulance is needed at a location and the actual arrival of an ambulance staffed and equipped to operate as an ambulance unit under Florida regulations at the designated location (or staging area) 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 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 mean:

Cold Response means an emergency call has been determined through MPDS as approved by Medical Director for a no-lights, no-siren response.

Hot Response means an emergency call has been determined through MPDS as approved by Medical Director for a lights and sirens response.

Santa Rosa	Urban Area	Rural Area
Hot Response	<p>Contractor’s ambulance to be on scene within 10 minutes, zero seconds from Contractor’s receipt of call with 90% reliability</p> <p><i>If</i></p> <p>Contractor or Fire non-transport ALS unit will arrive within 10 minutes then Contractor’s ambulance to be on scene within 14 minutes, zero seconds from Contractor’s receipt of call with 90% reliability</p>	<p>Contractor’s ambulance to be on scene within 18 minutes, zero seconds from Contractor’s receipt of call with 90% reliability</p> <p><i>If</i></p> <p>Contractor or Fire non-transport ALS unit will arrive within 18 minutes then Contractor’s ambulance to be on scene within 22 minutes, zero seconds from Contractor’s receipt of call with 90% reliability</p>
Cold Response (non-life threatening)	<p>Contractor’s ambulance to be on scene within 20 minutes, zero seconds from Contractor’s receipt of call with 90% reliability</p> <p><i>If</i></p> <p>Contractor or Fire non-transport ALS unit will arrive within 20 minutes then Contractor’s ambulance to be on scene within 24 minutes, zero seconds from Contractor’s receipt of call with 90% reliability</p>	<p>Contractor’s ambulance to be on scene within 25 minutes, zero seconds from Contractor’s receipt of call with 90% reliability</p> <p><i>If</i></p> <p>Contractor or Fire non-transport ALS unit will arrive within 25 minutes then Contractor’s ambulance to be on scene within 29 minutes, zero seconds from Contractor’s receipt of call with 90% reliability</p>
Non-emergency/inter-facility transfers	<p>Contractor will use best efforts to ensure that all non-emergency calls are answered without undue delay.</p>	<p>Contractor will use best efforts to ensure that all non-emergency calls are answered without undue delay.</p>

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 Santa Rosa County, Florida as delineated in *Attachment I — Service Area & Response Time Standards*.

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:

- (2) 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. A. Scope of Services

The Contractor shall furnish all Emergency and Non-emergency Ambulance service for the entire population of Santa Rosa County and the areas of the County per *Attachment I — Service Area and Response Time Standards*. All Contract Ambulance services shall be provided at the EMT and/or Paramedic level as outlined in the RFP. 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.

The Contractor shall be the County's exclusive Emergency and Non-Emergency Ambulance Contractor within the County Service areas per *Attachment I — Service Area and Response Time Standards*.

For clarity and to avoid all doubt, County shall determine Contractor's performance, penalties and any breach based solely on Minimum Ambulance Staffing (as defined below). Any references to Response Times, penalties for Response Times or determinations of breach based on Response Times shall be deemed read out of this Agreement until such as County and Contractor enter a written amendment reverting to Response Times from Minimum Ambulance Staffing. The preceding two sentences supersede and control over any conflicting, different or contrary provisions of this Agreement for the first year of the Agreement. After the first year of the Agreement, the County with ninety (90) days prior written notice to Contractor may revert to review Contractor's performance, penalties and breach based on Response Time Compliance as set forth in this Agreement.

B. Response Time Performance, Reliability and Measurement Methods

Response times may be monitored by the ECC based on criteria outlined in this Agreement but Response Times are not utilized for purposes of Agreement performance, penalties or breach. Contractor performance and contract compliance shall be measure based on the following staffing levels (“Minimum Ambulance Staffing”):

0700-0900	6 ALS / 1 BLS
0900-2100	7 ALS / 2 BLS / 1 QRV
2100-2300	6 ALS / 1 BLS
2300-0700	5 ALS / 1 BLS

Penalties for falling below the minimum levels will begin after 2 hours of non-compliance and will escalate by the number not meeting minimum. Note: 1 ALS can replace and substitute the 2 BLS & 1 QRV requirements and 2 BLS & 1 QRV can replace up to 1 ALS to make minimum ALS status if Contractor desires.

Example of Substitution: 6 ALS, 4 BLS & 2 QRVs would meet 0900-2100 requirements
 4 ALS, 3 BLS & 1 QRV’s would meet the 2300-0700 requirements

Penalties for Failing to Meet Ambulance Minimum Staffing:

1st Unit \$100.00 per hour (assessed in fifteen-minute increments)
2nd Unit \$300.00 per hour (assessed in fifteen-minute increments)
3rd Unit \$500.00 per hour (assessed in fifteen-minute increments)

Example: Contractor is below Minimum Ambulance Staffing levels by 1 ALS unit for a period of 2 hours 15 minutes. The penalty assessed would be \$25.00 (.25 hour X \$100) because of the 2 hour grace period.

County Emergency Communications Center will still monitor response times based on HOT or COLD responses to determine if trial period produces desired improvements to EMS System.

EMS units are counted as part of minimum staffing if they are on or available to receive emergency calls (to include local mutual aid responses) and local transfers that originate or terminate in Santa Rosa County. Any other use of dedicated units will not be counted as minimum staffing.

If the Parties agree in written amendment to revert to monthly fractal Response Time compliance criteria, the following will replace Minimum Ambulance Staffing:

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

be held responsible should the County Communications Center fail to perform its services in a timely fashion. Response Time 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 around Pace and the City of Milton plus the south end of the County from Gulf Breeze to Navarre. The area is specifically delineated as the Urban Zone on *Attachment 1 — Service Area and Response Time Standards*.

For each response presumptively determined to be an Hot response (as categorized by National Academies of Emergency Dispatch standards as Hot Response) the contractor shall place transport capable paramedic unit on scene within 10 minutes zero seconds at 90 percent reliability for assignments in urban response areas

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

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

For any assignment (NAED categorized Cold) 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 24 minutes.

Attachment 1—Service Areas and Response Time Standards includes a summary of the response time standards described above.

b. Rural Zone

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

For each response presumptively determined to be an Hot response (as categorized by National Academies of Emergency Dispatch standards as Hot Response) the contractor shall place transport capable paramedic unit on scene within 18 minutes zero seconds at 90 percent reliability for assignments in Rural zone.

For any assignment (NAED categorized Hot) 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 response time requirement for a transport capable ambulance for emergency responses shall be 22 minutes.

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

response) the contractor shall place transport capable paramedic unit on scene within 25 minutes zero seconds at 90 percent reliability for assignments in Rural zone. Responses to Cold level calls are made without the use of lights or sirens.

For any assignment (NAED categorized Cold) 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 response time requirement for a transport capable ambulance for emergency responses shall be 29 minutes.

Attachment 1—Service Areas and Response Time Standards includes a summary of the response time standards described above.

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 received until the first arriving transport capable ambulance is on scene. System Response Times include the County Emergency Communications call processing component and the contractor response time component. However, for purposes of independently measuring the Contractor's performance under this Agreement, the times the Contractor controls (and excluding County call processing time) will also be reported. Contractor performance shall be judged based upon the Notification to Arrival time interval.

For the purposes of this RFP and 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 appropriate 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 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 Enroute.
Only the County's Emergency Communications Center can reassign an Emergency Ambulance in accordance with approved medical protocols. If an Ambulance is reassigned enroute 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 prior to arrival on the scene of the Emergency Ambulance, the Contractor's compliance will be calculated based on the elapsed time from receipt of call to the time the call was canceled.
- 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 transport 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 five (5) 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) and request that the County exclude these runs from calculations and late penalties. 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. However, deviations of Response Time compliance, which are severe or chronic, may constitute a Default of the Agreement as defined by these Specifications.

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, office facilities and equipment to be used by the Contractor to perform the Agreement.

1. Ambulances —
Ambulances furnished under the Agreement shall be a Type I, or III, shall be in good condition, and shall meet or exceed the current federal Department of Transportation K.K.K. standards. New or replacement Ambulances shall meet the equivalent federal K.K.K. standards, at the time the Ambulance is placed into service. All primary vehicles utilized by contractor shall not remain in the fleet beyond 350,000 miles or four years of age, whichever occurs first. This requirement will take effect in year two of this agreement.

The vehicles that Contractor will purchase to serve the Santa Rosa County will be 2017 or newer (box type) ambulances built on a dual rear wheel chassis that meets or exceeds the State of Florida requirements, as well as triple K standards. Contractor's fleet shall contain a minimum of 12 Ambulances.

The Contractor shall maintain, and provide to the County annually, the complete listing of all Ambulances (including reserve Ambulances) used in the performance of the Agreement, including their license and vehicle identification numbers, and mileage.

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

2. Equipment—
All on-board equipment, medical supplies and personal communications equipment utilized by Contractor will meet or exceed the minimum Ambulance stocking requirements established by the Medical Director. 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.

A listing of the on-board equipment and medical supplies required by the State of Florida and the Medical Director.

3. Equipment Maintenance—

The Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. In addition, the Contractor shall be responsible for 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 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 maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties, shall be at the Contractor's expense.

4. Personal Safety Equipment—

Personal safety equipment shall be provided for all employees in accordance with 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 Communications (Dispatch) Center. Dispatch services for Emergency responses originating at the 911 system will be provided at no cost to the Contractor. Dispatch services for Scheduled and Unscheduled Non-Emergency transports within the County will also be provided as part of the Contractor's compensation.

The County will furnish and manage on behalf of the Contractor, Ambulance dispatch and communications services, including a dispatch/medical communications facility, sufficient to handle all requests for 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. The County's Communications/Dispatch Center will meet the following requirements.

1. Staffing—
Staffing levels shall be such that Emergency lines should be answered on the Technical Standard Number 4 of Section 3.4.1.1 (State of Florida 911 Plan). This standard requires that 90 percent of all voice calls during the average busy hour be answered within 10 seconds of arrival at the PSAP and that 90 percent of all TDD calls be answered within 20 seconds of arrival at the PSAP., Also, as medically appropriate, callers with *Life Threatening* Emergency requests shall receive pre-arrival instructions with the medical communications center personnel remaining on the line until a first responder arrives on scene.

The County shall use best efforts to dispatch Contractor units within 60 seconds with 90 percent reliability of the call's initial receipt.

2. Hardware—
All dispatch communications equipment and radios, telephone equipment, Computer Assisted Dispatch (CAD) system equipment, including hardware and software, proposed communications infrastructure enhancements (such as CAD upgrades) shall be furnished by the County. All other equipment and infrastructure enhancements (such as mobile data terminals, automatic vehicle locators, etc.), and all other equipment and software employed by the Contractor in the delivery of these services shall be furnished by the Contractor meeting the general requirements set forth in its proposal.

In addition, the County owns and operates certain components of a communication system infrastructure (authorization for the use of medical radio frequencies is under coordination and control of the County), which upon request will be provided for Contractor's use. Contractor's Ambulances must be capable of "mobile to mobile" communications with County First Responders (e.g., portable radios).

3. Computer Aided Dispatch System Required—
The County's computer aided dispatch (CAD) system will be utilized to record dispatch information for all Ambulance requests. The CAD time punching system shall include the date, hour, minutes, and seconds. All radio and telephone communication including pre-arrival instructions and time track shall be recorded and kept for a minimum of 180 days. The computer aided dispatch system shall meet the requirement for data reporting as specified herein. County agrees to allow Contractor, at its own expense, to install a technology patch into the ECC CAD system to allow for one way call data flow to contractor's computer system.
4. Communications Center Personnel Qualifications—
Medical communications workers shall at a minimum have and maintain Emergency Medical Dispatch (EMD) certification, State of Florida Telecommunicator Certification and CPR certification.

The County shall provide a comprehensive internal orientation, testing, including EMD certification, CPR certification, CAD systems use, geography, dispatch priority system, First Responder notification protocols and procedures, air medical notification procedures, disaster management policies and procedures, voice radio system operation (including medical and field communications equipment), medical patch policies including monitoring to ensure a clear communications, data radio system operation, CAD, radio, telephone, electrical, and emergency operations center procedures.

5. First Responder Alert—

The County will promptly notify first responders in accordance with the response protocols approved by the Medical Director, but not to the detriment of the ambulance response.

6. Priority Dispatch Protocols and Pre-Arrival Instructions—
The County will utilize medical priority dispatch protocols and pre-arrival instructions approved by the National Academies of Emergency Dispatch. The dispatch priorities are subject to change by the Medical Director. While "priority dispatching" as defined by the National Academies of Emergency Dispatch is acceptable, the County does not allow the concept of "call screening." No Emergency or Non-Emergency transport request for service (excluding routine Long Distance transfer requests) shall be denied a response by the Contractor's ALS Ambulance, and no Patient requesting transport to a hospital will be refused transport.

Adherence to medical dispatch protocols is required. Thus, except where a deviation is clearly justified by special circumstances not contemplated within a dispatch protocol, such medical dispatch protocol shall be strictly followed. Compliance with dispatch questions and pre-arrival instructions shall be a routine part of the County's quality improvement process.

7. Retention of Communications Center Documentation—
The County shall maintain radio and telephone communications records, including pre-arrival instructions, computer aided dispatch for a period of not less than 180 days.
8. Optima Live Deployment software- Contractor shall purchase and fund the initial costs associated with the deployment of Optima Live software in Santa Rosa County. County agrees to assume annual cost to maintain the system after year one.

E. Data and Reporting Requirements

1. Mobile Data System (MDS) System—
The county requires MDS for emergency services dispatched by ECC, the Contractor must provide the mobile equipment for its units. Equipment must be compatible with and approved by the County. Such a system is recommended to:
 - Interface to CAD/records system to transmit information to Ambulances,
 - Allows Ambulance units to supplement Dispatch information and produce "basic" report for receiving facility,
 - Allows ambulance units to complete reports while mobile.
2. Automatic Vehicle Locator (AVL) / Data System/Deployment Planning Software Capabilities
The County's AVL/Data system has been designed to provide limited integration of AVL and CAD systems. An upgraded system is contemplated for installation during the term of this Agreement. At its option and expense, the Contractor may accelerate the installation of the AVL/Data system including automation of the County's deployment monitoring function. Should the County upgrade its AVL/Data system during the term of this Agreement, the Contractor must purchase AVL equipment for its units. The equipment must be compatible and approved by the County. At a minimum any new the AVL system is expected to:

- Keep CAD system apprised of where all units are in relation to the system service area in as close to real time as practical; updates are typically done every 10 seconds
- Provide prompts for the nearest unit(s) for call received on an “as the street lies” basis,
- Allow units to transmit status changes to CAD without Dispatch intervention,
- Provide units with location and call information on display,
- Provide units digital map display for routing to call in a navigable friendly fashion,
- Update Dispatch and Call Taker personnel on status changes as they occur,
- Provide Dispatch digital map display for tracking current location and historical location of units.
- Provide tools for map creation, modification, and distribution.

Contractor shall utilize Deployment Planning Software to maximize the efficiency and effectiveness of the system’s resources.

3. 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.

4. 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 Santa Rosa 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 Contractor 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 Stipend

To improve participation in the volunteer fire departments/first responder programs, Contractor will offer its employees a monthly \$50 stipend for their active participation in a Santa Rosa County volunteer fire department. This program will be initially limited to 25 active employees

3. First Responder Training Program

Contractor will fund the training of firefighters to Basic EMT and Paramedic level certification. Beginning in year two of the contract, Contractor will guarantee to fund a minimum of \$20,000 each year for this training program.

4. First Responder Equipment and Supplies

Contractor will restock all available disposable medical supplies used by first responder agencies in the treatment of patients. This will be in accordance with the approved contractor Logistic Restock Plan. Medical Supplies will be restocked by Logistic Clerk at the designated EMS restock area. Additionally, Contractor will offer First Responder Agencies the opportunity to purchase available medical equipment and supplies through Contractor, so they may take advantage of Contractor's bulk purchasing power.

5. First Responder Return to Station

Contractor will provide for the return of firefighters to their station or the location of their personal vehicle when a firefighter accompanies the ambulance crew to a hospital to assist in patient care. This return may be accomplished by utilizing an ambulance, paramedic fly car, or supervisor and will be conducted in such a manner so as not to lead to ALS or Ambulance service delays for other emergency callers.

G. Stand-By and Special Events Coverage

Upon request by law enforcement, Fire Departments, or, 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 the requests under its coverage plan, then Contractor shall provide such coverage at its own discretion.

Contractor will, upon request of Santa Rosa County, provide dedicated stand by coverage at no charge for up to four hours per month for events sponsored by the County or its' municipalities, philanthropic, charitable, or not for profit organizations. All other service-oriented community entities requesting coverage from Santa Rosa County will be provided non-dedicated coverage. Contractor will work closely with Santa Rosa County to provide this coverage.

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. Santa Rosa County School District CPR Training Program

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

2. Super CPR Saturday

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

3. Disaster Drill Preparedness

Contractor shall jointly participate in disaster drills with Santa Rosa County.

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.

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 Public Safety Director. Both a mass casualty incident plan and an emergency disaster plan following incident command system guideline 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 patient's prior to returning them to their homes.
- Provide ambulance strike teams as requested from other operations.

L. Deployment Planning and Initial Plan

During the first quarter county and contractor agree to utilize the current system status management (posting) plan while Optima Live is being implemented. Contractor agrees to work with ECC to determine modifications to plan after Optima Live is implemented and ultimately deploy units based on Optima Live predictive posting.

Subsequent Contractor coverage plan modifications including any changes in post locations, priorities, around the clock coverage levels, may be made only with the approval of the County Emergency Communications Center Staff.

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

The County shall furnish and fund medical control services including the services of a Medical Director for all system participants (e.g., First Responder agencies and transport agency) through an independent Contract with a local emergency physician.

1. Duties of the Medical Director—

- 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 Responders.
 - 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.
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. Medical Director Support

Contractor will provide office space and clerical support to the County's Medical Director. Contractor will also provide a first response vehicle, radios, Advanced Life Support Equipment, and other equipment needed to allow the Medical Director to respond to the scene of emergencies and directly evaluate and supervise clinical performance.

Contractor will also sponsor the tuition for County's medical director to attend the National Association of Emergency Medical Services Physicians Medical Directors Course.

Additionally, Contractor will invite and include the Medical Director in all ongoing meetings and continuing education activities that Contractor Medical Directors participate in.

B. Transport Requirement Limitations

1. Destinations—

Contractor shall be required to transport Patients from all areas of the Service Area, in accordance with Medical Control Destination Protocols, to appropriate medical facilities within Santa Rosa County, Okaloosa County, Escambia County, Florida or Escambia County, Alabama. Contractor may transport Patients to hospitals beyond Santa Rosa County, Okaloosa County, Escambia County, Florida and Escambia County, Alabama 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.

C. Minimum Clinical Levels and Staffing Requirements

All Ambulances rendering services under this Agreement shall be staffed and equipped to render paramedic level care or EMT level care in accordance with the RFP. Where applicable the paramedic shall be the primary caregiver 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.

The Contractor is required to staff a minimum of one (1) EMT-P and one (1) EMT on ALS units & Two (2) EMTs on BLS units. At the Contractor's sole option, the requirement for EMT staffing levels on any or all units may be enhanced to higher levels of training without additional obligation of the County.

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

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.

Contractor will provide a 24-hour, 7 day a week paramedic supervisor in Santa Rosa County. This supervisor will be the lead administrator in charge of each shift; he/she will be available to serve as an interface with the County's dispatch center, respond to customer service issues, first respond to emergency calls, provide incident command support and a variety of other tasks as assigned or arise during the shift.

D. Character Competence and Professionalism of Personnel

The parties understand that Emergency Ambulance services are often rendered in the context of stressful situations. The County always expects and requires professional and courteous conduct and appearance 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 and shall undergo a criminal record check conducted by Contractor.

It is the County's intent in requiring a criminal record check that the Contractor be aware of any felony or misdemeanor convictions that could be a factor related to an individual's performance in an EMS system. These should include, at a minimum, felony or misdemeanor conviction related to driving under the influence, drug related offenses, and sexual offenses including rape, child abuse, and spousal abuse. The Contractor must independently judge the employability and potential liability associated with employing any individual with a past history of such offenses.

E. Discrimination Not Allowed

1. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

IV. Financial and Administrative Provisions

A. Financial Reserve for Clinical Upgrades

Contractor shall reserve \$20,000 each year, following the first year, for clinical upgrades. Additionally, Contractor will dedicate half of any profit above 5% to the EMS system in the form of additional non-mandatory clinical upgrades, additional training, equipment, first responder supplies, disaster preparedness, public education, or personnel. The selection of these programs would be by mutual agreement between Contractor and Santa Rosa County.

B. Term, Renewal, and Without Cause Termination Provisions

The initial term of the Agreement ultimately executed by Contractor shall be for a period of five (5) years beginning October 1, 2022. The County may offer, at their sole option, and based in part upon Contractor's superior performance, grant two (2) three (3) year renewals. The offer of extension shall be made to the Contractor by the County at least nine months prior to the scheduled end of the term of the Agreement or previously granted extension.

Either Party may terminate this Agreement without cause and without penalty with one hundred eighty (180) days prior written notice to the other Party.

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-emergency Ambulance services within the Service Area as defined in *Attachment 1 - Service Area and Response Time Standards*.

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. Local tax subsidy—
Subsidies and user fees are linked, and each Proposer is required to project a variety of subsidy and user fee levels. The County Commission shall determine the final subsidy user fee mix at the time the Agreement is approved.
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 and Non-Emergency Transports originating or terminating in Santa Rosa County.
6. Medical control furnished—
Contractor shall have the benefit of quality improvement services and Medical Director services furnished by the County.
7. Extensions—
By furnishing services clinically superior to the requirements of this specification, the County may grant certain rights to extensions.

D. User Fees and User Fee Regulation Process

1. The County finds that regulating ambulance service fees is necessary to ensure availability, sustainability and adequacy of ambulance services in the County. The following fees are hereby established by the County exercising sound legislative judgment and shall be the only allowable ambulance service fees to be charged and collected in the County for both private and public ambulances. The following shall be the County mandated rates and the Contractor shall charge these rates (“User Fee”).

ALS Emergency	\$1,170.00
ALS Emergency Level 2	\$1,300.00
ALS Non-Emergency	\$950.00
BLS Emergency	\$1,020.00
BLS Non-Emergency	\$800.00
Specialty Care Transport (CCT)	\$1,500.00
ALS/BLS Mileage (per mile)	\$19.33 per mile
Treatment with No Transport Charge	\$150.00

Except for charity care, there shall be no discounts permitted to these User Fee and no private or public ambulance provider shall charge any fees other than the fees set forth herein. These fees shall become effective October 1, 2022 and are subject to change as set forth herein.

2. User fee increase—

On an annual basis on July 1st (starting July 1, 2023) and until the termination of this Agreement, the Contractor shall be entitled to increase the rates using the Department of Labor, Bureau of Labor Statistics CPI for Pensacola-Ferry Pass-Brent, FL – All Urban Consumers (“Area CPI”). To ensure the rate increase is in place on each July 1st, the parties will use the Area CPI for the previous twelve (12) month period for which published figures are then available (provided Contractor notify the County EMS Administrator by June 1st). The Area CPI shall be adjusted to compensate for the Contractor’s collection rate by utilizing the average of the Contractor’s most recent annual collection rate for Services performed in the County.

Formula: Area CPI divided by Contractor’s annual average collection rate equals the net CPI increase (“Net CPI Increase”).

For example, if the Area CPI inflation rate increases 2% and Contractor’s average collection rate is 50%, the Net CPI Increase shall equal 4% ($2\% \div 50\%$).

3. Extraordinary Rate Increases —

The County understands that certain economic variances occur beyond the control of the Contractor including but not limited to, governmental actions, fuel increases, supply chain issues, world events, pandemics, etc. 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 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 binding arbitration as defined herein.

4. Annual Subsidy –

In consideration of Contractor’s integration of first responders, community service, funding of Optima, nurse navigation, and other obligations, County shall provide an annual subsidy for this Agreement in the amount of \$679,000 paid in equal monthly payments.

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 must fully outline its billing and collection policies and procedures in its Proposal. This should 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. Local billing advocate access must be available at the administrative complex during normal business hours to allow walk in or calls to be handled.

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, enroute, or upon delivery of the Patient.

F. Insurance Indemnity Provisions

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

1. Prior to the time the Contractor is entitled to commence any part of the project, work or services under the Agreement, Contractor shall procure, pay for, and maintain the minimum insurance coverages and limits as provided for herein. Said insurance shall be evidenced by delivery to the County of (a) certificates of insurance executed by financially stable insurance carrier(s) acceptable to the County and licensed or permitted to write insurance by the Florida Department of Insurance listing coverages and limits, expiration dates and terms of policies, and listing all carriers issuing or reinsuring said policies; and (b) a copy of 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 assumed under the Indemnity provision of this Agreement, premises, operations, products, completed operations, personal injury, and advertising injury. The amounts of such insurance shall be not less than \$1,000,000 bodily injury and property damage combined single limits; and \$2,000,000 aggregate. This insurance shall include fire legal liability of not less than \$50,000 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 per occurrence and \$2,000,000 annual aggregate, on a claims made basis.
 - c. Worker's compensation coverage to statutory limits as required by law; employer's liability insurance of not less than \$1,000,000 bodily injury by incident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury by disease.
 - d. Abuse and Molestation coverage to be required, coverage at a limit of \$1,000,000 per occurrence, \$2,000,000 per occurrence.
 - E. 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.

- F. Intentionally deleted.
 - G “Umbrella” Coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a form following basis.
2. Endorsements required—
Each insurance policy shall include the following conditions by endorsement to the policy:
- a. Each policy shall require that thirty (30) days prior to its expiration, cancellation, or non-renewal 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 and Professional Liability 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. 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 out 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.

G. Performance Security

- 1. Continuous Service Delivery —

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

2. Performance bond, letter of credit, or cash escrow account—
Contractor will deposit with the County'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 (Two hundred and fifty thousand dollars) 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 Director of Finance.

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 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.

7. Conditions —

The following shall be the conditions precedent before the County may draw on the performance security: (i) the County declares Contractor in Material Breach; (ii) the Contractor fails to cure the Material Breach within ninety (90) days; and (iii) the County terminates the Agreement.

H. Contractor Default and Provisions for Termination of the Agreement

Conditions and circumstances, which constitute Default of the Agreement provided that Contractor has first received notice with specificity from the County and failed to cure within ninety (90) days from receipt of notice from the County, 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 statement 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

If conditions or circumstances, constituting a Default as set forth in Section G exist, County shall have all rights and remedies available at law in 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 accumulative and shall be in addition to any other remedy available to the County.

J. Provisions for Curing Default and Emergency Take Over

If Contractor fails to cure a Default as set forth in IV. Section H. and 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 the general public health and safety at large, 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 terminate this Agreement and 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 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, for a period of several 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. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other Parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

2. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

3. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (850) 963-1925, wandap@santarosa.fl.gov, 6945 Caroline Street, Milton, FL 32570.

4. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

5. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:		With a copy to: Public Safety 4499 Pine Forest Road Milton, FL 32583
If to the Contractor:	Regional Director Lifeguard Ambulance Service of Florida, LLC 4340 Avalon Boulevard Milton, FL 32583	Law Department Global Medical Response, Inc. 6363 S. Fiddlers Green Circle Suite 1500 Greenwood Village, CO 80111

6. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

7. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state, and Federal regulations.

8. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

9. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

10. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any, or part of this contract or to any benefit arising therefrom.

11. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent, or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation, and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

12. Third Party Beneficiaries. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

13. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The Parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

14. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments, and other similar charges when due now or in the future, required by any local, state, or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse, and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

15. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities

in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

16. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

17. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

18. Entire Agreement. This Agreement contains the entire agreement of the Parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

19. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Signature

BY: _____

Print Name

ATTEST:

SANTA ROSA COUNTY, FLORIDA

Donald C. Spencer, Clerk of Court

BY: _____
Robert A. "Bob" Cole, Chairman