AGREEMENT FOR EMERGENCY AMBULANCE SERVICES (PD 13-14.090)

THIS AGREEMENT is made and entered into this 17 day of November, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as "County"), and Atmore Ambulance, Inc. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to do business in the State of Florida, whose federal identification number is 63-0707753 and whose principal address is 212 North Main Street, Atmore, Alabama 36502.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bidders (PD 13-14.090) for Ambulance Services for a portion of Northwest Escambia County, Florida to provide emergency medical service for the area of Escambia County; and

WHEREAS, the Contractor has exhibited to the County that it is able to perform the necessary emergency services within said described area in accordance with the Florida Statutes and the County Ordinance relating to ambulance service.

WHEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Scope of Work**. Contractor agrees to perform in accordance with the Scope of Work outlined in Escambia County's Invitation to Bidders for Emergency Medical Service (Ambulance Services) for a portion of Northwest Escambia County, Florida, Specification No. P.D. 13-14.090, attached hereto as **Exhibit A**. In the event of any conflict between the terms of the Exhibit referenced herein and this Agreement, the terms of this Agreement shall prevail.

In order to ensure the availability and service of ambulance and emergency medical services to the citizens and residents of Escambia County, in the principal service area, Contractor shall operate and maintain primary emergency medical service and ambulance service on a 24-hour basis for the area of Escambia County designated in **Exhibit A** above as the "principal service area."

Such service within the principal service area shall include, but not be limited to, the provision of: complete and adequate public primary ambulance and emergency medical services; immediate response to calls from the public within the principal service area for emergency medical assistance in the form of ambulance service; emergency medical personnel and equipment; and prompt transfer call service and standby service, provided, however, that no standby service shall in any way interfere with Contractor's response to emergency medical calls; and all such other related activities normally associated with the business of providing emergency medical and

ambulance service or as may be required by County Ordinance. All service provided under this contract shall be of the same quality and shall be provided in the same manner and to the same extent as that provided by the Escambia County Bureau of Public Safety, Division of Emergency Medical Services to the areas of Escambia County, not included in the service district described herein.

3. Contractor shall provide emergency temporary back-up emergency medical and ambulance service in immediate and contiguous areas in Escambia County, Florida, on a temporary, individual call basis, as requested by County through the emergency communications network; provided, however, that such call from County for such temporary services occurs at a time when there are no pending calls for emergency ambulance or medical service within the principal service area.

4. Contractor shall provide and maintain at its own expense, at all times at least 2 fully equipped advance life support ambulances, which shall at all times be fully staffed and available to respond to emergency medical service calls. Contractor shall employ and provide at its own expense the necessary number of qualified Florida registered EMT's and Paramedics.

5. Contractor shall maintain a base in another location as may be mutually agreed upon in writing by the parties, at which location vehicles and employees shall await calls and from which calls shall be dispatched. Unless otherwise mutually agreed between the parties in writing, ambulance units not on emergency or transfer call shall remain stationed at said location.

6. Contractor shall bear at its own expense, all costs incurred for the operation of ambulances, employment of personnel and for providing all services, materials and equipment required by this agreement.

7. Contractor shall respond to all calls for emergency medical service within the principal service area, and to backup service calls as provided herein, whether such calls are received directly through any component of Contractor's existing communications network or if such call is relayed from communications or dispatching of emergency communication network of Escambia County, Florida. Contractor shall be in contact at all times on a 24-hour basis with a manned communications station, including direct radio communication, telephone communication and such other communications network as may be required by the County. All recording of calls and coordination of service with the ambulance service to be provided by Contractor shall be provided by County through the Bureau of Public Safety, Division of Communications. Contractor shall provide at its own expense all telephone dispatching. The published number for emergency medical service in the principal service area shall be the central station for receipt of calls.

8. All responses to calls for ambulance service within the principal service area described in **Exhibit A** shall be responded to by Contractor on a parity with, and without preference to calls for such service within such area provided, however, that calls for emergency medical service or emergency ambulance service within the principal

service district shall be given priority, to the extent practical, over transfer calls and standby calls within the service area. Upon dispatching of emergency medical or ambulance service to a location outside the principal service area, Contractor shall immediately notify, by the fastest communication available, Escambia County Emergency Medical Services that such dispatch has been made.

9. In the event the Contractor, at any time, for any reason, is temporarily unable to meet the demands of the citizens of the principal service area for ambulance and emergency medical service and provide for and assure the adequate needs for same, Contractor shall immediately notify County Emergency Medical Services that a temporary condition of need exists for backup ambulance and emergency medical service assistance within said service area. In the event Contractor receives a call to which it is unable to respond, it shall immediately notify County Emergency Medical Services of the call and Contractor's inability to respond. As soon as possible, after giving such temporary notice as aforesaid, Contractor shall notify County when it is again able to provide the primary ambulance and emergency medical services required hereunder within the principal service area.

10. In the event any period during which Contractor is unable to provide the primary and initial emergency medical service or ambulance services required in the principal service area extends more than 48 hours, the subsidy to be paid Contractor hereunder for the month in which such period occurs may be subject to monetary reduction. In addition, such inability may be considered a material breach of this contract.

11. Contractor shall keep separate, detailed and current business records, including financial records, service transactions, and such other data as may be required by the County, for all activities performed pursuant to this agreement. Contractor shall keep an accurate log of all calls serviced, including time call received, time dispatched, arrival time, transportation time, destination, and all other pertinent information. Contractor shall make all such records, including financial data, available to County upon request and shall provide such records for quarterly inspection and annual audit and review by the County and the Clerk of the Circuit Court. Contractor shall provide the County, an update as needed, a full inventory of all equipment used, and a complete list of all persons employed in performing this contract. Contractor shall make all such vehicles and equipment used available for inspection as requested by County.

12. County shall abide by the HIPAA business associate provisions as outlined in Appendix A to **Exhibit A**.

13. **Compensation**: In exchange for the Contractor's provision of the scope of services provided herein, County shall pay Contractor the sum of $10,572.92 per month, upon receipt of invoice therefore. The contractor will receive an annual increase on January 1st of each year that is consistent with the net change (increase) in the Ambulance Inflation Factor (AIF) from the Centers for Medicare/Medicaid for the preceding 12 months. This increase will be reflected in the January and subsequent payments received no later than the 15th of the following month for the preceding month.

14. All payments required hereunder may be reduced pursuant to the provisions of paragraph 10.

15. Contractor shall be authorized to charge members of the public receiving the services provided pursuant hereto, at rates not to exceed rates charged by Escambia County, Florida for similar service. Contractor shall retain all sums for ambulance fees collected for services within Escambia County, Florida, in accordance with the rates so established.

16. **Maintenance of Records:** Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for Subcontract work).

17. Bureau of Public Safety, Division of Emergency Medical Services shall provide to the Contractor Medical Direction pursuant to the requirements of local and state laws. The Medical Director shall be the same Physician(s) who contract with Bureau of Public Safety, Division of Emergency Medical Services.

18. **Insurance:** The Contractor shall have the following insurance coverage:

a. Commercial General Liability with $1,000,000 minimum combined limits, including coverage parts of bodily injury, broad form property damage, personal injury and death, independent contractors, blanket contractual liability, products and completed operations.

b. Automobile Liability with $1,000,000 minimum combined single limits for any vehicle including all hired, owned and non-owned vehicles and employee non-ownership use used by the contractor.

c. Professional Liability with $1,000,000 minimum limits.

d. Florida statutory workers' compensation and employers' liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

e. All liability coverage shall be through carriers licensed to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. Liability policies shall be underwritten on the

"occurrence" basis. The Board of County Commissioners, and Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, shall be "additional insureds" on all liability policies (except professional liability). Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of the Board and shall provide for a minimum of 30 days notice of cancellation. The Board of County Commissioners shall also be the certificate holder.

(1) Medical Direction shall only cover EMS calls related to this contract.

(2) The contractor shall assist the Medical Director(s) by providing or making available the following:

(a) Make available any EMT/Paramedic personnel records.

(b) Immediately contact and make available to the Medical Director(s) any information pertaining to any complaint/law suit against any EMT/Paramedic employed by the contractor and/or the contractor themselves, pertaining to any EMS call pursuant to this contract.

(c) Immediately contact and make available to the Medical Director(s) any information pertaining to any disciplinary action taken against any EMT/Paramedic employed by the contractor.

(d) Make available training records and control substance procedures.

(e) By the 10th of each month, send copies of the previous months Patient Care Reports for EMS calls run pursuant to this contract.

19. **Indemnification:** Contractor shall defend, indemnify, and hold harmless County and each and every individual that is now (or may in the future become) associated with County, including its elected officials, officers, directors, agents, consultants, medical director(s), and employees from and against any and all loses, penalties, interest, demands, judgments, claims, causes of action, suits, legal or administrative proceedings, damages, losses, liabilities, response cost, fees, costs and expenses (including, without limitation, reasonable attorneys', paralegals', and expert witness fees and costs that may be incurred, whether for personal injury, death, property damages, direct or consequential damages or economic loss) arising out of, relating to or resulting from:

a. The negligent performance by Contractor (or its employees, agents, officers, Subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) of the services or other duties or obligations set forth in this Agreement or the material failure to perform the services in the manner herein required; or

b. The failure of Contractor (or its employees, agents, officers, Subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation, or statute in performing the services or other duties or obligations set forth in the Agreement.

The Parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitation thereafter. Contractor's obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Contractor agrees to pay on behalf of the County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to the County's exclusive remedy under the terms of or as a consequence of any workers' compensation, disability benefit, or other employee benefits laws.

20. **Applicable Laws:** Contractor shall comply with all applicable laws and ordinances, including Escambia County, Florida Ambulance Ordinance, in the performance of this contract. Nothing herein shall exempt Contractor from obtaining a Certificate of Need and all permits which may be applicable to her operation. Nothing herein shall prohibit County from providing or permitting others to provide primary ambulance service within the principal service area.

21. **Assignment:** This contract shall not be transferred or assigned by Contractor without prior written approval of the County.

22. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this contract shall be in the County of Escambia.

23. **Term:** The term of this Agreement shall commence on the effective date provided herein and continue for a period of three (3) years. Thereafter, the parties may extend the agreement for two (2) additional one (1) year periods by giving written notice to the other party no later than ninety (90) days before expiration of the Agreement's initial three-year term.

24. **No Discrimination:** There shall be no discrimination against any employee who is employed in the work covered by this contract, or against any applicant for such employment, because of race, color, religion, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

25. **Termination:**

a. County reserves the right to terminate this Agreement immediately upon the failure of Contractor to fulfill in a timely and proper manner its obligations under this contract, including but not limited to the violations of any state, federal or local laws and ordinances, upon written notice to Contractor of such termination which shall be effective thirty (30) days following the date of the receipt of such notice by the Contractor.

b. County reserves the right, at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in County's sole discretion, to terminate this Agreement (such total or partial termination being referred to hereinafter as a "termination for convenience"). County may exercise its right of termination for convenience by furnishing to Contractor written notice of its election to do so, which notice shall specify the services that County has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice by the Contractor. In no event shall a termination for convenience be deemed a default by County under this Agreement, and a termination for convenience shall not subject the County to any penalty, claim for damages, liquidated damages, or any other claim of any type by Contractor.

26. **Notices:** All notices required by the Agreement to be given by one party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To Contractor:	To County:
Atmore Ambulance, Inc.	Escambia County
Attn: Karen Jay	Attn: County Administrator
212 North Main Street	221 Palafox Place
Atmore, AL 36502	Pensacola, Florida 32502

All notices required or to be given hereunder shall be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail or other such overnight delivery service for next-day delivery. Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have

the right, from time to time, to change the address to which notices shall be sent by giving the other party ten (10) days prior notice of the address change.

27. **Interpretation:** For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

a. If Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, Contractor shall immediately notify County and request clarification of County's interpretation of this Agreement.

b. This Agreement 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.

28. **Severability:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

29. **Entire Agreement:** This Agreement, including its schedules, exhibits, and other documents attached hereto constitutes the entire and integrated agreement between the parties hereto and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

30. **No Waiver:** The failure of Contractor or County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of Contractor or County.

31. **All Prior Agreements Superseded:**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

32. **Headings:** Headings and subtitles used throughout this Agreement are for the purpose o convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

33. **Survival:** All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

34. **Non-Appropriation**: Pursuant to the requirements of the Florida Statutes, and Ordinance 96-36 of Escambia County, the County's performance and obligation to pay under this Agreement shall be contingent upon an annual appropriation by Escambia County Board of County Commissioners. This contract does not constitute a debt, liability, or obligation of the State of Florida or any subdivision thereof.

IN WITNESS WHEREOF, the parties hereto have made an executed this Agreement on the respective dates, under each signature:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/4/14

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

By: _____
Lumon J. May, Chairman

Date: 12/2/2014

BCC Approved: 11/17/2014

CONTRACTOR:
ATMORE AMBULANCE, INC.

By: _____
Karen D. Jay, President

Date: 11/20/14

ATTEST:

_____
Corporate Secretary

(Corporate Seal)

EXHIBIT A

Scope of Work for Emergency Medical Service (Ambulance Services) for a Portion of Northwest Escambia County, Florida

Escambia County (County) has found that it is necessary, and serves a proper County purpose, to provide emergency medical service for the area (hereinafter sometimes referred to as "principal service area") of Escambia County, Florida, described as follows, more particularly shown on Exhibit "1", attached hereto and which shall be made part of any resulting Contract:

> That portion of Northwest Escambia County, Florida, that is served by the Davisville and Walnut Hill Telephone exchanges.

Based on this finding, following is the Scope of Work for emergency medical service (ambulance service) for the principal service area:

I. To be awarded a Contract for such service, Contractor must exhibit to County that it is able to perform the necessary emergency services within said described area in accordance with the Florida Statutes and the County Ordinance relating to ambulance service.

II. To assure the availability and service of ambulance and emergency medical services to the citizens and residents of Escambia County, in the principal service area, Contractor shall operate and maintain primary emergency medical service and ambulance service on a 24-hour basis for all that area of Escambia County designated above as the principal service area. Such service within such area shall include, but not be limited to, provision of complete and adequate public primary ambulance and emergency medical services; immediate response to calls from the public within the principal service area for emergency medical assistance, in the form of ambulance service, emergency medical personnel and equipment; prompt transfer call service and standby service, provided, however, that no standby service shall in any way interfere with Contractor's response to emergency medical calls; and all such other related activities as is normally associated with the business of providing emergency medical and ambulance services, or as may be required by County Ordinance. All service provided under this contract shall be of the same quality, and shall be provided in the same manner to the same extent as is provided by the Escambia County Public Safety Department, Emergency Medical Service Division (ECEMS) to the areas of Escambia County, not included in the service district described herein.

III. Contractor shall provide emergency temporary back-up emergency medical and ambulance service in immediate and contiguous areas in Escambia County, Florida, on a temporary, individual call basis, as requested by County through the emergency communications network, provided, however, that such call from County for such temporary services occurs at a time when there are no pending calls for emergency ambulance or medical service within the principal service area.

IV. Contractor shall provide and maintain at its own expense, at all times, at least 2 fully-equipped advance life support ambulances, which shall at all times be fully staffed and

available to respond to emergency medical service calls. Contractor shall employ and provide at its own expense the necessary number of qualified Florida registered EMTs and Paramedics.

V. Contractor shall bear at its own expense, all costs incurred for the operation of ambulances, employment of personnel and for providing all services, materials and equipment required by a resulting Contract.

VI. Contractor shall respond to all calls for emergency medical service within the principal service area, and to backup service calls as provided herein, whether such calls are received directly through any component of Contractor's existing communications network or if such call is relayed from communications or dispatching of emergency communication network of Escambia County, Florida. Contractor shall be in contact at all times on a 24-hour basis with a manned communications station, including direct radio communication, telephone communication and such other communications network as may be required by the County. All recording of calls and coordination of service with the ambulance service to be provided by Contractor shall be provided by County through the Escambia County Public Safety Department, Communications Division. Contractor shall provide at its own expense all telephone dispatching. The published number for emergency medical service in the principal service area shall be the central station for receipt of calls.

VII. All responses to calls for ambulance service within the principal service area shall be responded to by Contractor on a parity with, and without preference to, calls for such service within such area, provided, however, that calls for emergency medical service or emergency ambulance service within the principal service district shall be given priority, to the extent practical, over transfer calls and standby calls within the service area. Upon dispatching emergency medical or ambulance service to a location outside the principal service area, Contractor shall immediately notify, by the fastest communication available, ECEMS that such dispatch has been made.

VIII. In the event the Contractor, at any time, for any reason, is temporarily unable to meet the demands of the citizens of the principal service area for ambulance and emergency medical service and provide for and assure the adequate needs for same, Contractor shall immediately notify ECEMS that a temporary condition of need exists for backup ambulance and emergency medical service assistance within said service area. In the event Contractor receives a call to which it is unable to respond, it shall immediately notify ECEMS of the call and Contractor's inability to respond. As soon as possible, after giving such temporary notice as aforesaid, Contractor shall notify ECEMS when it is again able to provide the primary ambulance and emergency medical services required hereunder within the principal service area.

IX. Contractor shall keep separate, detailed and current business records, including financial records, service transactions, and such other data as may be required by the County, for all activities performed pursuant to any resulting Contract. Contractor shall keep an accurate log of all calls serviced, including time call received, time dispatched,

arrival time, transportation time, destination, and all other pertinent information. Contractor shall make all such records, including financial data, available to County upon request and shall provide such records for quarterly inspection and annual audit and review by the County and the Clerk of the Circuit Court. Contractor shall provide the County, an update as needed, a full inventory of all equipment used, and a complete list of all persons employed in performing any resulting Contract. Contractor shall make all such vehicles and equipment used available for inspection as requested by County.

X. County shall abide by the HIPAA business associate provisions as outlined in Appendix "A", attached hereto and which shall be made part of any resulting Contract.

XI. Any resulting Contract and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, (1997). In the event Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, (1997), the County may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for Subcontract work).

XII. ECEMS shall provide medical direction to the Contractor pursuant to the requirements of local and state laws, through the Physician(s) employed as Medical Director by the Public Safety Department.

A. Medical direction shall only cover emergency medical service calls related to a resulting Contract.

B. The Contractor shall assist the Medical Director(s) as follows:

1. Make available any EMT/Paramedic personnel records.

2. Immediately contact and make available to the Medical Director(s) any information pertaining to any complaint/law suit against any EMT/Paramedic employed by the Contractor and/or the Contractor itself, pertaining to any emergency medical service call pursuant to a resulting Contract.

3. Immediately contact and make available to the Medical Director(s) any information pertaining to any disciplinary action taken against any EMT/Paramedic employed by the Contractor.

4. Make available training records and control substance procedures.

5. By the 10th of each month, send copies of the previous month's Patient Care Reports for emergency medical service calls made pursuant to this any resulting Contract.

XIII. The Contractor shall have the following coverages:

A. Commercial General Liability with $1,000,000 minimum combined limits, including coverage parts of bodily injury, broad form property damage, bodily and personal injury, independent contractors, blanket contractual liability, and completed operations.

B. Automobile Liability with $1,000,000 minimum combined single limits for all hired, owned and non-owned vehicles.

C. Professional Liability with $1,000,000 minimum limits.

D. Florida statutory workers' compensation and employers liability.

E. All liability coverage shall be through carriers licensed to do business in the State of Florida. Carriers shall be "A minus" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. Liability policies shall be underwritten on the "occurrence" basis. The Board of County Commissioners, and Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, shall be "additional insureds" on all liability policies (except professional liability). Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Manager, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of the Board and shall provide for a minimum of 30 days notice of cancellation. The Board of County Commissioners shall also be the certificate holder.

XIV. Contractor shall defend, indemnify, and hold harmless County and each and every individual that is now (or may in the future become) associated with County, including its elected officials, officers, directors, agents, consultants, medical director(s), and employees from and against any and all loses, penalties, interest, demands, judgments, claims, causes of action, suits, legal or administrative proceedings, damages, losses, liabilities, response cost, fees, costs and expenses (including, without limitation, reasonable attorneys', paralegals', and expert witness fees and costs that may be incurred, whether for personal injury, death, property damages, direct or consequential damages or economic loss) arising out of, relating to or resulting from:

a. The negligent performance by Contractor (or its employees, agents, officers, Subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) of the services or other duties or obligations set forth in this Any

resulting Contract or the material failure to perform the services in the manner herein required; or

b. The failure of Contractor (or its employees, agents, officers, Subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation, or statute in performing the services or other duties or obligations set forth in any resulting Contract.

Such indemnification by the Contractor relating to any matter which is the subject of a resulting Contract shall extend throughout the term of any resulting Contract and any statutes of limitation thereafter. Contractor's obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Contractor agrees to pay on behalf of the County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to the County's exclusive remedy under the terms of or as a consequence of any workers' compensation, disability benefit, or other employee benefits laws.

XV. The parties recognize that Contractor will incur costs in performing such services; therefore, Bid should reflect the monthly cost for all services, communications and other duties as previously outlined. For the first 12 months of resulting Contract, the County shall pay awarded Contractor a monthly sum, at the conclusion of each month, upon receipt of invoice. Payment shall be made not later than 15 days after receipt of invoice for the service provided in the month preceding the month in which the invoice is received. The Contractor will receive an annual adjustment on January 1st of each year that is consistent with the net change *(increase)* in the Ambulance Inflation Factor (AIF) from the Department of Health and Human Services, Centers for Medicare & Medicaid Services, for the preceding 12 months. This increase will be reflected in the January and subsequent monthly payments. All payments may be reduced to the provisions of paragraph XI.

Resulting Contract shall be for a period of three (3) years unless sooner terminated. The parties may extend an awarded Contract for two (2) additional one (1) year periods.

XVI. Contractor shall be authorized to charge members of the public receiving the services provided pursuant hereto, at rates not to exceed rates charged by ECEMS for similar service. Contractor shall retain all sums for ambulance fees collected for services within Escambia County, Florida, in accordance with the rates so established.

XVII. Contractor shall comply with all applicable laws and ordinances, including Escambia County, Florida, Ambulance Ordinance, in the performance of any resulting Contract. Nothing herein shall exempt Contractor from obtaining a Certificate of Need and all permits which may be applicable to its operation. Nothing herein shall prohibit County from

providing or permitting others to provide primary ambulance service within the principal service area.

XVIII. Any resulting Contract shall not be transferred or assigned by Contractor without prior written approval of the County.

XIX. Any resulting Contract shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any state or federal court action or other proceeding relating to any matter which is the subject of any resulting contract shall be in the County of Escambia.

Appendix A

HIPAA Compliance. County shall comply with the applicable provisions of the Administrative Simplification sections of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the regulations promulgated thereunder, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards") and the federal security regulations as contained in 45 CFR Part 142 (the "Federal Security Standards"), no later than the effective date of each such requirement.

Use and Disclosure of Protected Health Information. County shall not use or disclose, and shall ensure that its directors, officers, employees, agents or subcontractors not use or disclose, any Protected Health Information, as defined in 45 CFR § 164.591, other than as permitted by this Agreement or as required by law.

Safeguards. County shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as permitted by this Agreement or as required by law.

Reporting. County shall, within five days of becoming aware of a use or disclosure of Protected Health Information in violation of this Agreement by County, its directors, officers, employees, agents or subcontractors, or any third party to which County disclosed Protected Health Information, report any such use or disclosure to Contractor.

Mitigation. County shall maintain a procedure for mitigating, to the maximum extent practicable, any adverse impact on individuals from County's use or disclosure of Protected Health Information in violation of this Agreement.

Agents and Subcontractors. In the event County provides Protected Health Information received from Contractor, or created or received by County on behalf of Contractor, to County's agent or subcontractor, County shall enter into a contract with such agent or subcontractor that includes provisions under which the agent or subcontractor agrees to the same restrictions and conditions that apply to County with respect to Protected Health Information.

Availability of Books and Records. County shall make available to the Secretary of the Department of Health and Human Services County's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from Contractor. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by County or Contractor by virtue of this Section.

Access to Protected Health Information. Within five days of receipt of notice from Contractor that an individual has requested access to Protected Health Information held by County, County shall forward the original or copies of such Protected Health

Information to Contractor, so long as County still maintains such Protected Health Information. In the event an individual directly requests County for access to Protected Health Information, County shall within two days forward such request to Contractor. Any grant or denial of access to an individual of his or her Protected Health Information shall be the responsibility of Contractor.

Amendment of Protected Health Information. Within ten days of receipt of notice from Contractor that Protected Health Information held by Contractor is inaccurate or incomplete, County shall provide the Protected Health Information to Contractor for amendment or shall incorporate such amendment to Protected Health Information as instructed by Contractor.

Accounting of Disclosures. County shall keep a record of any disclosure made to its agents, subcontractors or other third part for a purpose other than for Treatment, Payment or Health Care Operations, all as defined in 45 CFR § 164.501. For such disclosures, County shall record and maintain the following information: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information, and if know, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis of the disclosure. Within ten days of notice by Contractor to County that Contractor has received a request for accounting by an individual, County shall make its record of disclosures available to Contractor for the six years before the date on which the individual requested the accounting. In the event an individual requests an accounting directly from County, County shall forward such request to Contractor within two days of County's receipt of such request, and shall make its record of disclosures available to Contractor within ten (10) days of County's receipt of such request. It shall be Contractor's responsibility to prepare and deliver an accounting to an individual.
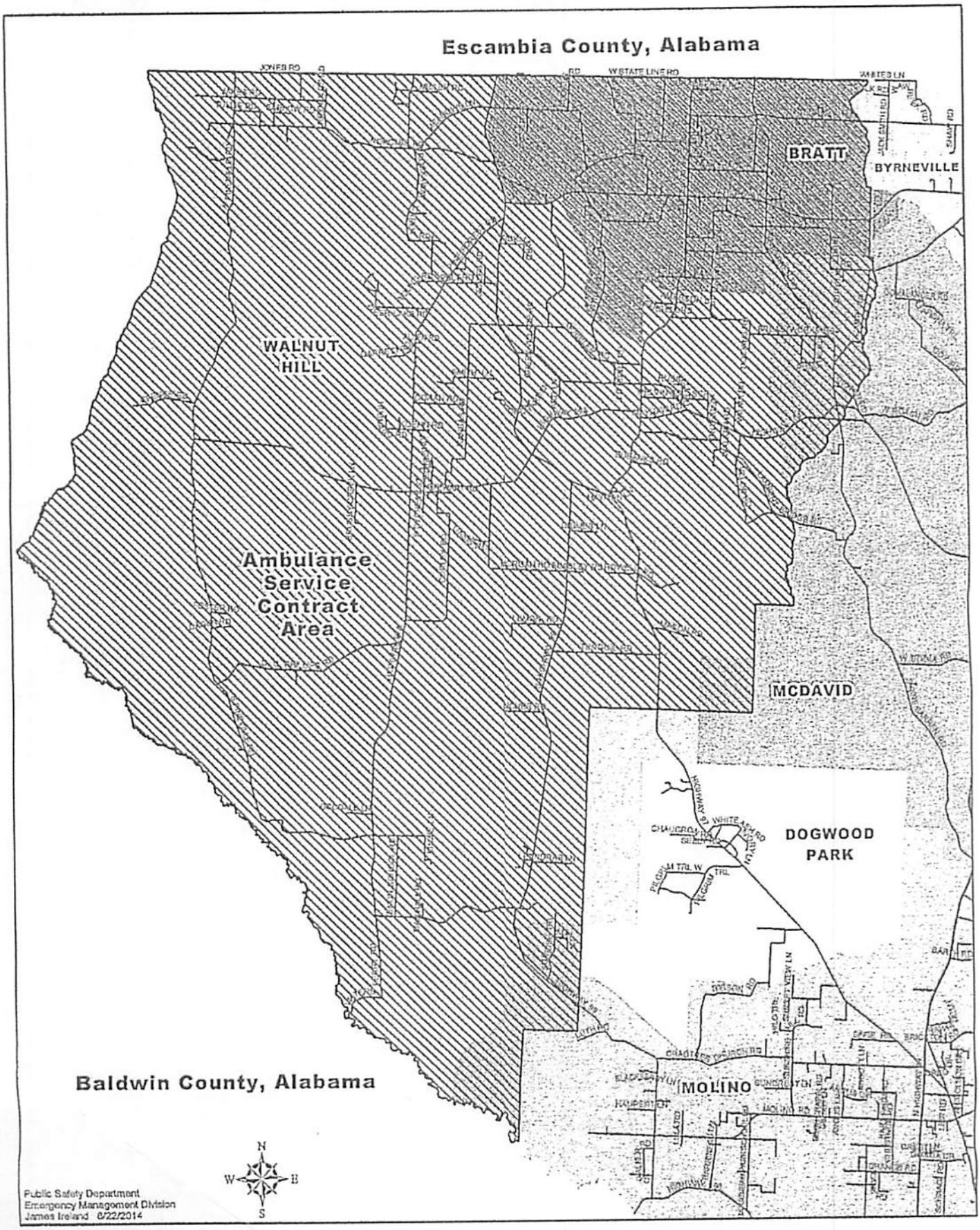
Exhibit 1 - NW FL Area Ambulance Service Contract