

AGREEMENT BETWEEN BROWARD COUNTY AND CENTURY AMBULANCE
SERVICE, INC. FOR EMERGENCY BACKUP AMBULANCE SERVICE

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("COUNTY") and Century Ambulance Service, Inc., a Florida corporation ("CONTRACTOR") (collectively referred to as the "PARTIES").

RECITALS

1. The Broward County Board of County Commissioners awarded a certificate to CONTRACTOR on November 29, 2016, contingent on the COUNTY and CONTRACTOR entering into an Agreement;

2. The PARTIES desire to promote and maintain the highest quality of service including emergency backup ambulance service and Advanced Life Support (ALS) and Basic Life Support (BLS) interfacility transfer services to be rendered by CONTRACTOR; and

3. The PARTIES have agreed to enter into an Agreement as provided for herein;
NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the PARTIES agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Advanced Life Support or ALS:** Advanced life support emergency medical services as defined by Chapter 401, Florida Statutes, as may be amended from time to time, and Chapter 3½, Broward County Code, as may be amended from time to time.
- 1.2 **Agreement:** This document between CONTRACTOR and COUNTY for the provision of emergency backup ambulance services.
- 1.3 **Ambulance:** A transport capable motor vehicle properly licensed and equipped for the level of care provided, per Chapter 401, Florida Statutes, as may be amended from time to time, and Chapter 3½, Broward County Code, as may be amended from time to time.
- 1.4 **Backup Service:** A response by CONTRACTOR upon request of COUNTY's communication center where sufficient resources are not readily available, as well as a result of extraordinary circumstances which include, but are not limited to, the following: excessive number of 911 calls received at a communications center, mass casualty incidents, hurricanes, and other natural or unforeseen disasters.

- 1.5 **Base Station**: The primary location of CONTRACTOR's administrative headquarters.
- 1.6 **Basic Life Support or BLS**: Basic life support emergency medical services as defined by Chapter 401, Florida Statutes, as may be amended from time to time, and Chapter 3½, Broward County Code, as may be amended from time to time.
- 1.7 **Board**: The Board of County Commissioners of Broward County, Florida.
- 1.8 **Certificate or Certificate of Public Convenience and Necessity "COPCN"**: Certificate or COPCN shall refer to the Certificate(s) of Public Convenience and Necessity granted to CONTRACTOR by COUNTY pursuant to Chapter 3½, Broward County Code, as may be amended from time to time.
- 1.9 **Contract Administrator**: The Chief Medical Examiner of the Broward County Office of Medical Examiner and Trauma Services, or his/her designee.
- 1.10 **County**: Broward County, Florida, a political subdivision of the State of Florida, through its Board of County Commissioners.
- 1.11 **County Administrator**: The administrative head of County appointed by the Board.
- 1.12 **County Attorney**: The chief legal counsel for County appointed by the Board.
- 1.13 **Emergency Call**: The response of an EMS provider to the scene of a reported medical emergency under conditions that warrant travel with flashing lights and sirens operating pursuant to the request of COUNTY's communications center, a public safety agency or as otherwise provided by rules and regulations to be promulgated by COUNTY.
- 1.14 **EMS**: Emergency medical services which involve either ALS or BLS pre-hospital care under the appropriate medical direction and/or either ALS or BLS transport to an appropriate medical facility.
- 1.15 **Private BLS Transport Provider**: Private ambulance companies that possess valid Broward COPCNs for the provision of BLS transportation services and have entered into an Agreement with the COUNTY to provide emergency backup services.
- 1.16 **Specialty Care Transport**: The transportation of a critically injured or ill patient. This level of transportation is deemed necessary when a patient's condition requires ongoing care that must be furnished by one or more professionals in the appropriate specialty area (nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training) during an inter-facility transport.

- 1.17 **Transport:** The transportation of one (1) person, under either ALS or BLS conditions, to an appropriate medical facility. The transportation of two (2) persons in the same Ambulance shall be considered two (2) separate transports.
- 1.18 **Waiting Time:** A delay that is incurred by the CONTRACTOR for time spent waiting to relinquish patient care to a medical care facility/personnel and/or time spent waiting during a patient's treatment/medical care at a medical care facility. This generally applies to three (3) areas: unusual circumstances (medical complications requiring additional time, effort, or expense); waiting time outside CONTRACTOR personnel's control; and time while remaining with a patient during a procedure and then returning the patient to the pick-up location. Waiting time is to be billed in thirty (30) minute increments beginning after the first thirty (30) minutes.

ARTICLE 2. SCOPE OF SERVICES

CONTRACTOR shall perform the following services described below and the terms and conditions for said services contained herein.

- 2.1 CONTRACTOR shall operate solely as a backup service for a governmental entity for the provision of emergency medical services under that governmental entity's Class 1 - ALS Rescue COPCN within Zone 4. In those instances, CONTRACTOR will be deemed to be operating under the respective governmental entity's Class 1 - ALS Rescue COPCN.
- 2.2 Requests by COUNTY for backup service in response to extraordinary circumstances as defined by Section 1.4 of this Agreement shall not be restricted by zone or service area.
- 2.3 CONTRACTOR shall have the right to bill and collect from patients for backup emergency ambulance transport services rendered in accordance with the rates established by COUNTY herein.
- 2.4 The zone limitations set forth in Section 2.1 of this Agreement shall not prohibit or restrict CONTRACTOR from responding to a municipality's request for proposal or bid to provide complete ALS and BLS services within that municipality.
- 2.5 CONTRACTOR shall have the right to provide ALS and BLS interfacility services throughout the geographic boundaries of Broward County, Florida, pursuant to a valid COPCN issued by COUNTY to provide such services.
- 2.6 CONTRACTOR shall provide and maintain all ambulances utilized in the performance of ALS or BLS transport ambulance services pursuant to this Agreement and in accordance with all federal, state, and county laws, rules, regulations, codes and ordinances.
- 2.7 CONTRACTOR shall annually submit in writing to COUNTY the year, model, type, State of Florida, Department of Health permit number, passenger capacity,

mileage and vehicle license number of every ambulance used by CONTRACTOR and report promptly to COUNTY's Office of Medical Examiner and Trauma Services or designee any new or replacement vehicles.

- 2.8 CONTRACTOR shall equip all ambulances with the medical and emergency equipment for the level of service provided (ALS or BLS) as required by Florida Statutes, Florida Administrative Code, and the Broward County Administrative Code.
- 2.9 CONTRACTOR shall equip and maintain all ambulances with the communication equipment required by Chapter 401, Florida Statutes, as may be amended from time to time, Chapter 64J, Florida Administrative Code, as may be amended from time to time, Chapter 3½, Broward County Code, and Broward County Administrative Code, as may be amended from time to time.
- 2.10 CONTRACTOR shall provide each of its employees with adequate initial orientation and continuing education in the uses and procedures of the appropriate EMS communications systems.
- 2.11 CONTRACTOR shall provide backup services to COUNTY within a reasonable response time from receipt of a request from COUNTY's communication center.
- 2.12 CONTRACTOR shall have the right, together with the other private BLS transport providers possessing a valid COPCN for the provision of these services, as of January 1, 2017, to provide routine transfer services and interfacility medical transfer services within Broward County not restricted by zone. Any governmental entity which applies for and obtains a Class 2 – ALS transfer and/or Class 3 – BLS transport certificate may provide the services identified in Chapter 3½ of the Broward County Code of Ordinances with respect to the particular classification of service.

ARTICLE 3. RATES, FEE FORGIVENESS, AND PAYMENT

- 3.1 CONTRACTOR agrees that subject to the exceptions provided for herein, the rates to be charged per person transported by CONTRACTOR for ALS or BLS services shall be the following (rounded to the nearest dollar):

	<u>Emergency</u>	<u>Non-Emergency</u>
BLS Base	\$459.00	\$306.00
ALS Base	541.00	442.00
ALS 2 Base	795.00	795.00
Oxygen	46.00	46.00
Mileage	10.00	10.00
Specialty Care Transport:	911.00	884.00
Waiting time:		ALS - 171.00 BLS - 153.00

- 3.2 Any public or health care entity requesting a transport within Broward County and where such public or health care entity is responsible for payment of such transports, such public or health care entity shall be charged the same fees as identified in 3.1 of this Agreement. CONTRACTOR shall not utilize the fee forgiveness program described in Section 3.4 below as a methodology for writing off bills that are the responsibility of the sending public or health care entity for any uncompensated patients or as required by state or federal law. "Uncompensated patients" shall mean those adults and children who meet the following criteria: 1) are residents of Broward County and reside within the geographical boundaries of Broward County, and 2) are uninsured and cannot minimally meet the qualifications for the Florida Medicaid Program. CONTRACTOR, in its discretion, may elect to exceed the above criteria as the qualifying criterion for individual cases.
- 3.3 The fixed rates established in Section 3.1 above for the provision of ALS and BLS interfacility transfer services shall commence on January 1, 2017. Notwithstanding the above, the parties acknowledge and agree that the fixed rates established above in Section 3.1 for interfacility transfer services shall in no way interfere with or restrict any of CONTRACTOR's existing contract obligations with facilities related to rates charged for said services. Further, notwithstanding the above, CONTRACTOR may renew or amend any existing agreement it has with a third party payor that currently provides for the reimbursement of services at rates less than those set forth in Section 3.1, provided that the renewal or amendment increases rates so that new third party contractual rates are closer to those set forth in Section 3.1.
- 3.4 Beginning on January 1, 2018, CONTRACTOR agrees to earmark, semi-annually, seven percent (7%) of the total revenue of billable calls up to a maximum One Hundred Seventy Thousand dollars (\$170,000), for the purpose of establishing a procedure for write-offs to forgive fee indebtedness for charges relating to certain clients based on the methodology for same set forth in Exhibit "A," attached hereto. For purposes of this Section billable calls means any transport provided by CONTRACTOR where CONTRACTOR bills for services provided. The parties agree in good faith to annually revisit this amount and methodology to determine if renegotiation of the amount is warranted based on a review of the records/reports related to past experience for that year. Any changes shall be set forth in a written amendment to this Agreement and the County Administrator is authorized to execute same on behalf of COUNTY. This information shall be included in the annual report provided to the Board of County Commissioners as described in Section 5.3 below.
- 3.5 CONTRACTOR agrees to pay COUNTY annually upon the effective date of this Agreement the sum of twelve thousand dollars (\$12,000) to offset a portion of COUNTY's administrative costs related to the monitoring, reporting, and responsibilities associated with this Agreement and regulating CONTRACTOR's rates as provided in Section 3.1 above. This amount is subject to an annual increase of Two and One-half percent (2½%) per year.

3.6 On October 1 of each year that this Agreement is in effect, the rates established in Section 3.1 above will be adjusted by the percentage change in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Urban Consumers (U.S.) – medical care, during the twelve (12) month period which ended the previous July 1 or three percent (3%), whichever is less.

3.7 The fixed rates established in Section 3.1 above shall apply to CONTRACTOR during the term of this Agreement. CONTRACTOR shall not charge, demand or request any fare other than the rates established by this Agreement, except as may be provided by federal or state law or as otherwise set forth in this Agreement. The failure to abide by the rates set forth in Article 3 shall be deemed a default and material breach of this Agreement and a violation of the terms of the COPCN.

ARTICLE 4. BASE STATION

CONTRACTOR shall maintain a Base Station at the following location: TO BE DETERMINED. CONTRACTOR shall promptly provide to COUNTY's Contract Administrator, in writing, any change in location of the Base Station.

ARTICLE 5. TERM OF AGREEMENT/CERTIFICATE

5.1 The term of this Agreement shall begin on January 1, 2017, and shall end on December 31, 2021 ("Initial Term").

5.2 This Agreement may be renewed for such additional term(s) as may be agreed upon by the PARTIES. The PARTIES acknowledge and agree that the term of this Agreement and any extension of the term of this Agreement as provided for in this section is subject to CONTRACTOR maintaining its Class 3 - BLS transport COPCN and its Class 2 - ALS transfer COPCN. COUNTY agrees that the decision to grant CONTRACTOR the necessary COPCNs will not be unreasonably withheld.

5.3 COUNTY and CONTRACTOR agree that an annual report shall be provided to the Board addressing the regulation of non-emergency ambulance transportation rates and the current fee forgiveness program as provided for herein. If the Board determines that regulation of non-emergency ambulance transportation rates is no longer in the best interest of the public, CONTRACTOR agrees to enter into an amendment to this Agreement to delete the requirement for regulation of same. If the Board determines that the amount for the fee forgiveness program should be increased or decreased, the PARTIES agree to enter into good faith negotiations to determine a reasonable adjustment to the amount and enter into an amendment to this Agreement to set forth the revised amount. Any changes to this Agreement referenced in this section shall be set forth in a written amendment to this Agreement and the County Administrator is authorized to execute same on behalf of COUNTY.

ARTICLE 6. TERMINATION

- 6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within fifteen (15) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 6.2 This Agreement shall be deemed automatically terminated by COUNTY if a COPCN granted to CONTRACTOR is revoked by COUNTY pursuant to Chapter 3½, Broward County Code. The termination date of this Agreement would be deemed simultaneous with the effective date of the revocation of the COPCN.
- 6.3 This Agreement may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission of false or incorrect invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives set forth in this Agreement. This Agreement may also be terminated for cause if CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if CONTRACTOR provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 6.4 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.
- 6.5 CONTRACTOR acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for COUNTY's right to terminate this Agreement for convenience.
- 6.6 The PARTIES acknowledge that the term of a COPCN granted by COUNTY could be for a period of time beyond the term of this Agreement. In the event COUNTY grants CONTRACTOR's application for a COPCN for a period of time longer than the term of this Agreement, including any renewal term, or the Agreement is terminated by either party, the PARTIES agree that expiration or termination of this Agreement prohibits the CONTRACTOR to continue providing backup service for COUNTY under the COPCN and interfacility medical transfers. This restriction does not adversely impact or affect the ability of CONTRACTOR to provide

services for another municipality within Broward County because CONTRACTOR will be providing such services under a COPCN granted to the respective municipality.

ARTICLE 7. SPECIFIC PERFORMANCE

The party giving notice of breach may be entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this Agreement. The PARTIES acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained therein. This paragraph shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity. The remedy of specific performance for a default under this Agreement is in addition to COUNTY's right to terminate this Agreement pursuant to Article 6 above.

ARTICLE 8. PERSONNEL

- 8.1 CONTRACTOR agrees that COUNTY may request the discontinuance of employment of any personnel of CONTRACTOR whose performance under the terms of this Agreement is considered by COUNTY to be incompetent, disorderly or otherwise objectionable. CONTRACTOR further agrees that it shall use its best efforts to investigate COUNTY's complaint as to any CONTRACTOR personnel.
- 8.2 CONTRACTOR shall, within thirty (30) days from the commencement of this Agreement, submit in writing to COUNTY's Office of Medical Examiner and Trauma Services or designee, the names, along with current EMT and/or paramedic certificate number and driver information of all employees utilized in the provision of ALS/BLS services. CONTRACTOR shall provide such reports to the Contract Administrator or designee on an annual basis.

ARTICLE 9. NON-DISCRIMINATION OR REFUSAL OF SERVICE

- 9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CONTRACTOR shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

- 9.2 CONTRACTOR shall not discriminate against any employee or patient in the performance of this Agreement with respect to hiring, tenure, terms, conditions, privileges for employment or volunteering, transport, or service because of age, sex, disability marital status, color, religion, sexual orientation, pregnancy, or gender identity, national origin or ancestry.
- 9.3 Failure by CONTRACTOR to abide by the requirements of Article 9 shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.
- 9.4 By execution of this Agreement, CONTRACTOR represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement.

ARTICLE 10. REPORTING

- 10.1 CONTRACTOR agrees to report the information required in Chapter 3½-19, County Code of Ordinances, as well as maintaining a record (log) on a form prescribed by COUNTY of all calls responded to pursuant to this Agreement, and the number of cancellations resulting in no pickups for emergency services. This record shall be open for inspection and review by COUNTY or its designated agent at any reasonable time upon reasonable notice.
- 10.2 CONTRACTOR shall submit a copy of said log to COUNTY's Office of Medical Examiner and Trauma Services or designee on a semi-annual basis.
- 10.3 CONTRACTOR shall keep its books and records pertaining to its operations under this Agreement in accordance with generally accepted accounting principles. Said financial records shall be open for inspection by COUNTY's authorized representative upon request and reasonable notice throughout the term of this Agreement. If the financial records contain information protected by HIPAA, the PARTIES agree to execute any necessary documents to comply with HIPAA as described in section 16.11 of this Agreement.
- 10.4 CONTRACTOR shall report changes of more than ten percent (10%) ownership in CONTRACTOR's business to the Office of Medical Examiner and Trauma services within 90 days of the change.

ARTICLE 11. ASSIGNMENT OF AGREEMENT/COPCN

- 11.1 CONTRACTOR agrees that this Agreement may not be assigned, transferred, subcontracted, or encumbered by CONTRACTOR without the prior written consent of COUNTY. If CONTRACTOR violates this provision, COUNTY shall have the right to immediately terminate this Agreement.
- 11.2 CONTRACTOR may not assign or transfer any COPCN issued by the COUNTY, except upon written approval by the Board.
- 11.3 In accordance with Chapter 3½, Broward County Code, as may be amended from time to time, any transfer of shares of stock or interest of any person or operator, such as to cause a change in the officers or stockholders of more than twenty percent (20%) of the shares of stock or interest in CONTRACTOR's entity, shall be considered a transfer or assignment and not allowed without the prior written consent of COUNTY as required by Section 11.1.

ARTICLE 12. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. In providing services under this Agreement neither CONTRACTOR nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. Neither party shall have the right to bind the other to any obligation not expressly undertaken under this Agreement, Chapter 3 ½, County Code of Ordinances, or the County Administrative Code. .

ARTICLE 13. INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and defend COUNTY and all of COUNTY's current and former officers, agents, servants, and employees (collectively, "Indemnified Party) from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional reckless, or negligent act or omission of CONTRACTOR, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement or a violation of any federal, state, county or municipal laws, ordinances, or regulations. In the event any Claim is brought against Indemnified Party, CONTRACTOR shall, upon written notice from COUNTY defend each Indemnified Party against each such Claim by counsel satisfactory to COUNTY, or at, COUNTY's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered

necessary by the Contract Administrator and the County Attorney, any sums due CONTRACTOR under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 14. INSURANCE

- 14.1 For purposes of this Article, the term "COUNTY" shall include Broward County and its members, officials, officers, and employees.
- 14.2 CONTRACTOR shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in this Agreement (inclusive of any amount provided by an umbrella or excess policy and Chapter 3½, County Code of Ordinances. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by COUNTY.
- 14.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in the Agreement, the applicable policies shall comply with the following:

14.3.1 Workers' Compensation/Employer's Liability Insurance. Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability Insurance with minimum limits of \$1,000,000.00 (One Million Dollars) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

14.3.2 Business Automobile Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella

policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County. The policy and minimum limits shall comply with Chapter 3½-17, Broward County Code.

14.3.3 Malpractice Insurance. The policy and minimum limits shall comply with Chapter 3½-17, Broward County Code.

14.3.4 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form as file for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida. A Commercial General Liability policy minimum limits of \$1,000,000.00 (One Million Dollars) per occurrence combined single limit for bodily injury and property damage and \$2,000,000.00 (Two Million Dollars) aggregate without restrictive endorsements excluding or limiting coverage. Broad Form contractual coverage applicable to this specific agreement, including any hold harmless and/or indemnification agreement.

- Premises and/or operations
- Independent Contractor
- Products and/or Completed Operations
- Personal Injury

14.3.5 Professional Liability Insurance. Such insurance shall cover Second Party for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. Professional Liability Insurance minimum limits of \$1,000,000.00 (One Million Dollars) per occurrence, \$2,000,000.00 (Two Million Dollars) per aggregate. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in this Article.

- 14.4** Within fifteen (15) days after the full execution of this Agreement, CONTRACTOR shall provide to COUNTY satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Medical Malpractice Insurance, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance.
- 14.5** Coverage is not to cease and is to remain in force until COUNTY determines all performance required of CONTRACTOR is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to COUNTY prior to the policy's expiration.

- 14.6 CONTRACTOR shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which COUNTY shall be given ten (10) days' advance notice.
- 14.7 CONTRACTOR shall provide, within thirty (30) days after receipt of a written request from COUNTY, a copy of the policies providing the coverage required by this Agreement. CONTRACTOR may redact portions of the policies that are not relevant to the insurance required by this Agreement.

ARTICLE 15. NOTICE

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Director/Manager
Trauma Management Agency
Office of Medical Examiner and Trauma Services
5301 Southwest 31st Avenue
Fort Lauderdale, Florida 33312
Email address: cmallak@broward.org

FOR CONTRACTOR:

President
Century Ambulance Service, Inc.
Email address: john.glover@casjax.com

ARTICLE 16. MISCELLANEOUS

- 16.1 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CONTRACTOR or others delegated authority or otherwise authorized to execute same on their behalf.
- 16.2 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.
- 16.3 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida.

The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **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. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

- 16.4 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 16.5 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 16.6 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 16.7 Third Party Beneficiary. Neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 16.8 Performance. CONTRACTOR represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render

services. CONTRACTOR agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services in Broward County, Florida.

- 16.9 Audit Right and Retention of Records. COUNTY shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR, as applicable, shall make same available at no cost to COUNTY in written form.

CONTRACTOR shall preserve and make available, at reasonable times within Broward County for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. COUNTY audits and inspections pursuant to this Section may be performed by any COUNTY representative (including any outside representative engaged by COUNTY). COUNTY reserves the right to conduct such audit or review at CONTRACTOR's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to COUNTY of any nature by the CONTRACTOR in excess of five percent (5%) of the total contract billings reviewed by COUNTY, the reasonable actual cost of COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of COUNTY's findings to CONTRACTOR.

- 16.10 Conflicts. Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of CONTRACTOR's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any

such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

16.11 HIPAA Compliance. It is expressly understood by the Parties that COUNTY personnel or their agents and CONTRACTOR have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. In the event CONTRACTOR or COUNTY is a covered entity or business associate and is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA") for purposes of this Agreement, CONTRACTOR and COUNTY shall fully protect individually identifiable health information as required by HIPAA and, if requested by COUNTY, shall execute a Business Associate Agreement in the form provided by the COUNTY for the purpose of complying with HIPAA. Where required, CONTRACTOR shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of CONTRACTOR's and COUNTY's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. COUNTY hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf.

16.12 Public Records. To the extent CONTRACTOR is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records required by COUNTY to perform the services under this Agreement;

b. Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that 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 record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to COUNTY; and

d. Upon completion or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the services. If CONTRACTOR transfers the records to COUNTY, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt. If CONTRACTOR keeps and maintains public records, CONTRACTOR shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

The failure of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling COUNTY to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to any such public records requests. CONTRACTOR will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that CONTRACTOR contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, CONTRACTOR must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to COUNTY for records designated by CONTRACTOR as Trade Secret Materials, COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CONTRACTOR. CONTRACTOR shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5200, Med_Exam_Trauma@broward.org, 5301 SW 31st Avenue, Fort Lauderdale, Florida 33312.

- 16.13 Public Entity Crime Act. CONTRACTOR represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, CONTRACTOR further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted

vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this Section is false, COUNTY shall have the right to immediately terminate this Agreement and recover all sums paid to CONTRACTOR under this Agreement.


- 16.14 Compliance with Laws. The PARTIES shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 16.15 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- 16.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 16 of this Agreement, the provisions contained in Articles 1 through 16 shall prevail and be given effect.
- 16.17 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 16.18 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
- 16.19 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 13 day of December, 2016, and CENTURY AMBULANCE SERVICE, INC., signing by and through its President, duly authorized to execute same.

COUNTY

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

For 
County Administrator and
Ex-Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

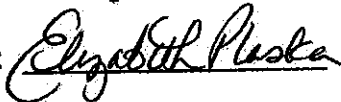
By

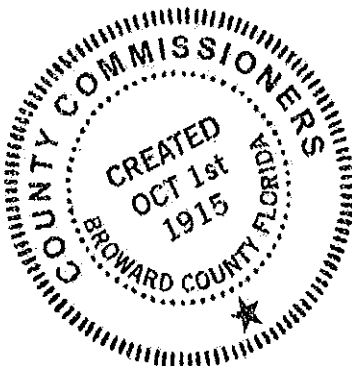

Mayor

13th day of December, 2016.

Insurance Requirements
Approved by County's
Risk Management Division

By:





Approved as to form by Office of the County
Attorney Broward County, Florida
Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:

 12/2/16
Adam Katzman
Assistant County Attorney

**AGREEMENT BETWEEN BROWARD COUNTY AND CENTURY AMBULANCE
SERVICE, INC. FOR EMERGENCY BACKUP AMBULANCE SERVICE**

CONTRACTOR

CENTURY AMBULANCE SERVICE, INC.

WITNESSES:

Nikki R. Stevens
Signature

Nikki R. Stevens
Print Name

Cynthia D Brown
Signature

Cynthia D. Brown
Print Name

By: Joe Rife

President

9 day of December, 2016

Exhibit "A"

The following procedures shall be used in accordance with the requirements set forth in Section 3.4 of the Agreement between Broward County and Century Ambulance Service, Inc.:

1. The procedures identified herein shall begin for Broward County residents who are treated and transported as of the date the Broward County Board of County Commissioners executes the Agreement.
2. In order to be eligible for the "Fee Forgiveness Program" (FFP) the patient must be a Broward County resident with a Broward County address. The origin of the ambulance transportation must be within Broward County and the destination must be Broward, Palm Beach or Miami-Dade County.
3. Patients who are treated and transported on a repetitive basis may be eligible for the FFP; however, it is the intent of the FFP to reach as many eligible Broward County residents as possible.
4. The initial determination as to whether or not the patient meets both the criteria for the FFP and medical necessity (as defined by Medicare) shall be made by the facility in which the patient was treated. The facility must deem the patient a charity case in order for the patient to be entered into the FFP.
5. The final determination as to whether or not any Broward County resident is eligible for the FFP shall rest with CONTRACTOR. CONTRACTOR will determine the financial need of the patient or that reasonable collection efforts have failed. CONTRACTOR'S determination shall also include any medical coverage that the patient may become eligible for in the future.
6. CONTRACTOR agrees that it will not advertise or solicit for the FFP and acknowledges that it does not routinely waive coinsurance or deductible amounts.
7. Should funds earmarked for the FFP become depleted in any quarter, or at the end of the year, funding shall begin again at the start of the next quarter.
8. Should there be excess funds in the FFP from any quarter, or at end of year, funds shall roll over to the next quarter or year.
9. CONTRACTOR agrees to provide Broward County with a report on a quarterly basis of all Broward County residents who were deemed eligible by CONTRACTOR and participated in the FFP for the prior quarter. CONTRACTOR shall also provide Broward County an annual report at the end of each one (1) year period reflecting all Broward County residents who were deemed eligible by CONTRACTOR and participated in the FFP. These reports shall be available for review by County staff at the main office of CONTRACTOR.