

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, DECEMBER 22, 2020  
6:00 P.M.

201 E. GREEN STREET  
TAYLOR COUNTY ADMINISTRATIVE COMPLEX  
OLD POST OFFICE

SPECIAL MEETING

IN AN EFFORT TO PROTECT THE PUBLIC AND THE BOARD OF COUNTY  
COMMISSIONERS, A CONFERENCE LINE HAS BEEN SET UP TO  
ACCOMMODATE COMMUNITY ACCESS TO THE MEETING

CONFERENCE LINE - 917-900-1022  
ACCESS CODE - 32347#

THIS IS NOT A TOLL-FREE NUMBER AND YOU MAY BE SUBJECT TO  
LONG DISTANCE CHARGES, ACCORDING TO YOUR LONG  
DISTANCE PLAN.

When the chairperson opens the meeting for public comment, please follow the below  
instructions:

If you wish to speak please dial \*5. The moderator will unmute your line when it is your turn to  
speak, and notify you by announcing the last 4 digits of your telephone number. Please  
announce your name and address. You will be allowed to speak for 3 minutes.

THIS MEETING WILL ALSO BE LIVE STREAMED ON THE TAYLOR  
COUNTY BOARD OF COUNTY COMMISSIONERS FACEBOOK PAGE  
<https://www.facebook.com/taylor.bocc>

If you wish to view the meeting on Facebook you must have a Facebook profile. Search under  
Taylor Bocc and you can view the meeting at 6:00 pm. The Facebook livestream will not be  
monitored for questions or comments, please call the conference call number if you wish to  
speak.

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. EXAMINATION AND APPROVAL OF INVOICES.
5. COMMISSIONER NEWMAN TO DISCUSS MOORING IN STEINHATCHEE RIVER.
6. THE BOARD TO CONSIDER APPROVAL OF DRAFT COUNTY WIDE EMERGENCY MEDICAL SERVICES (EMS) AGREEMENT WITH CENTURY AMBULANCE SERVICES.
7. THE BOARD TO CONSIDER APPROVAL OF DRAFT STEINHATCHEE STATION LEASE AGREEMENT WITH CENTURY AMBULANCE SERVICES.
8. THE COUNTY ATTORNEY, COUNTY ADMINISTRATOR AND THE COUNTY ENGINEER TO UPDATE THE BOARD ON THE STATUS OF THE FOLEY CUT-OFF ROAD CONSTRUCTION PROJECT CONTRACTUAL DISPUTE.
9. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
10. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

**FOR YOUR INFORMATION:**

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

[www.taylorcountygov.com](http://www.taylorcountygov.com)

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

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

**THIS AGREEMENT** is made and entered into on this \_\_\_ day of \_\_\_\_\_ 2020, by and between Taylor County, Florida, a political subdivision of the State of Florida, whose mailing address is \_\_\_\_\_, ("County") and Century Ambulance Service, whose address is 2110 Herschel Street, Jacksonville, Florida 32204.

**RECITALS**

**WHEREAS**, the County recognizes that the systematic provision of emergency medical services saves lives and reduces disabilities associated with illness;

**WHEREAS**, the County also recognizes that it is in the public interest to develop and maintain emergency medical services because such services are essential to the health and wellbeing of the citizens of the County; to that end the County published its solicitation for Request for Proposals to provide privatized emergency ambulance and advanced life support medical services for the entire County;

**WHEREAS**, in response to the County's solicitation for such services, the County selected the Contractor to provide ambulance and advance life support services. Including health services involving the examination, diagnosis, treatment, prevention, medical consultation and administration for advance life support (herein collectively the "Emergency Medical Services" or "EMS");

**WHEREAS**, upon being issued a Certificate of Public Convenience and Necessity ("COPCN") for Taylor County, Florida, the Contractor shall operate as a fully licensed ambulance services provider by the Florida Department of Health (the "Department") as required by Florida Statutes section 401.25;

**WHEREAS**, it is understood and agreed by the Contractor that the County shall pay Contractor a subsidy for providing the Emergency Medical Services under the terms of this Agreement;

**WHEREAS**, at no cost to the Contractor, the County shall furnish and manage all emergency ambulance dispatch and communications services through the County's communication dispatch center;

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

**WHEREAS**, the County may lease to Contractor space to house ambulances and other



vehicles necessary to the Contractor's performance of this Agreement; and

**WHEREAS**, the Contractor represents as follows:

- a. Contractor is authorized to do business in the State of Florida and has all requisite power and authority to carry on its business as contemplated herein; owns, holds, or otherwise controls its property which it will use in the performance of this Agreement; and is otherwise duly authorized to enter into and perform its obligations under this Agreement.
- b. The undersigned representative for the Contractor is duly authorized by the Contractor to enter into this Agreement, and this Agreement has been duly executed and delivered by Contractor through its agent or officer. The Contractor specifically represents that compliance with the terms and provisions hereof shall not: (i) require the further approval or consent of any other party, except as may be provided for by this Agreement; (ii) contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Contractor; or (iii) violate or contravene the charter or bylaws of Contractor or any other Agreement or instrument in existence to which Contractor is a party on the date of this Agreement.
- c. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or other similar laws, from time to time in effect, which affect creditors' rights generally.
- d. There are no pending actions or proceedings questioning the validity of this Agreement before any court or administrative agency to which Contractor is a party.
- e. Contractor is fully financially and otherwise capable of performing its obligations hereunder.
- f. During the entire term of this Agreement, the Contractor shall maintain in a current status its licensure as an advanced life support ("ALS") service as required by Section 401.25, Florida Statutes, and all other applicable local, state, and federal laws.

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

#### **I. RECITALS**

- A. The above recitals, all of which are true and accurate, are included herein by reference and made a part of this Agreement.

## II. DEFINITIONS:

- A. **"Advanced Life Support" or "ALS"** means the treatment of life-threatening and non-life-threatening trauma and medical conditions through the use of techniques, such as, but not limited to, endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to Florida law and rules of the Department.
- B. **"Agreement Administrator"** means the County Administrator, or his/her designee. The County Administrator, or his/her designee, shall serve as the liaison between Contractor and the County.
- C. **"Ambulance"** means any vehicle that is designed, constructed, reconstructed, maintained, equipped, or operated for and is used for or intended to be used for land transportation of sick or injured persons requiring or likely to require medical attention during transport.
- D. **"Base Station Physician"** means a physician authorized to practice under Florida Statutes and regulations knowledgeable in the medical protocols, radio procedures and general operating policies of the EMS System, and a person from whom emergency medical technicians and paramedics at any training level, may take medical direction by radio or other remote communication device.
- E. **"Basic Life Support"** means treatment of medical emergencies by qualified persons through the use of techniques, such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical anti-shock trousers, administration of a subcutaneous injection using a pre-measured auto-injector or epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the emergency medical technician basic training course through a curriculum of the United States Department of Transportation. The term "basic life support" also includes other techniques which have been approved and are performed under conditions specified by rules of the Department.
- F. **"Basic Life Support (BLS) Level Patient"** means the acuity of the patient requiring interfacility non-emergency ambulance transport is such that the medical director has authorized the care to be managed by an EMT.
- G. **"Contractor"** means Century Ambulance Service, 2110 Herschel Street, Jacksonville, FL 32204
- H. **"County"** means Taylor County, Florida, including all un-incorporated areas and the City of Perry, FL.
- I. **"Default"** means the Contractor's non-compliance with the standards and

performances as defined in this agreement, or other covenants of this agreement.

- J. **"Department"** means the State of Florida Department of Health, its divisions or other state agencies, such as the Agency for Health Care Administration, having jurisdiction over EMS or Ambulance Services.
- K. **"Dispatch"** shall mean the Taylor County Combined Communications Center
- L. **"Disaster"** means an occurrence of a severity and magnitude that normally results in death, injuries, and/or property damage, and which cannot be managed through routine procedures and resources of the EMS system, as declared by Federal, State or County government.
- M. **"Emergency"** means any request for ambulance services received via 911 which may be of a life- or limb- threatening nature and which apparently requires immediate response by an ambulance.
- O. **"Emergency Calls"** are those received via the 911 Public Safety Answering Point(s) (PSAP) or a county emergency management communications center. ~~Inter facility transfers or patient take backs are not considered emergency calls. Contractor is restricted from using EMS resources for non emergent transport requests not sent through the County PSAP. County acknowledges that certain medical conditions may occur at medical facilities within Taylor County and may use EMS resources to facilitate emergent transports to destinations with higher levels of care. Examples of such conditions may occur when inclement weather occurs restricting air medical services or local hospitals services are unable to treat acute medical conditions like trauma, heart attack, stroke, childbirth, emergency surgery, etc...~~
- P. **"Emergency Medical Personnel"** means those persons who are First Responders, Emergency Medical Technicians or Paramedics volunteering or working for the Fire Districts/Departments and the Contractor.
- Q. **"EMS"** means emergency medical services.
- R. **"EMS System"** means the comprehensive coordinated arrangement of resources and functions to respond to medical emergencies and provide emergency and non-emergency ambulance service.
- S. **"Emergency Medical Technician"** (EMT) means a person who is certified by the Department to perform basic life support pursuant to Florida Statutes.
- T. **"Emergency Medical Technician-Paramedic"** (EMT-P) means a person who is certified by the Department to perform all ALS procedures.
- U. **"Fair Market Value (FMV)"** shall be the value agreed to by the parties and if the

**Commented [MJ1]:** Would like to delete this. There are calls that can be IFT transfers that are considered emergent and paid at the emergent level. This would unnecessarily reduce our payment for these transports.

parties cannot agree then the value as established by an independent appraiser agreed to by the parties. If the parties cannot agree on an appraiser, then an appraisal shall be appointed by a court of competent jurisdiction in Taylor County, Florida.

- V. **"First Responder"** means any person, Fire Department vehicle, police vehicle or non-transporting ambulance capable of providing appropriate basic or advanced first responder service, under the first responder program approved and administered by the Medical Director.
- W. **"Fuel"** means diesel fuel or gasoline used for ambulances in furtherance of emergency services.
- X. **"High Performance (ALS) EMS System"** means those systems, which are clinically effective, provide response time reliability and cost effectiveness simultaneously.
- Y. **"Initial Coverage Plan"** means that plan to deploy Contractor resources during the first 120 days of operation to specific locations on an hour by hour, day by day basis to achieve the response time requirements.
- Z. **"Long Distance Transport"** means any transport originating in the County and terminating at a destination other than Taylor County and any transport originating from other than Taylor County and terminating in the County.
- AA. **"Medical Director"** means the licensed physician (or his/her designee) selected by the County, City or Contractor as herein provided who serves and carries out the duties as described in, but not limited to Section III.A. Said physician provides medical supervision, including appropriate quality assurance.
- BB. **"Medical Protocol"** means any diagnosis-specific or problem oriented written statement of standard procedure, or algorithm, promulgated by the Medical Director as the medically appropriate standard of out-of-hospital care for a given clinical condition.
- CC. **"Medical Priority Dispatch System (MPDS)"** means that system to prioritize incoming medical calls as outlined by the National Academy of Emergency Dispatch.
- DD. **"Minor Infractions"** means those individual instances of non-compliance with the Contractor performances (e.g. response time to a single incident) required throughout the agreement.
- EE. **"Mutual Aid Agreement"** means a written agreement between one or more providers of emergency medical services whereby the signing parties agree to lend aid to one another under conditions specified in the agreement and as approved by the Medical Director as to quality of care and medical accountability.



- FF. **"Non-Emergency"** means any request for ambulance transport service for a patient, which is not an emergency request.
- GG. **"Off-line Medical Control"** means the provision of prospective and retrospective medical direction services provided by the Medical Director.
- HH. **"On-line Medical Control"** means the provision of interactive medical direction during an EMS assignment by the Medical Director or other authorized physician.
- II. **"Out-of-chute"** means the elapsed interval between ambulance alert and the time the ambulance is en-route to the scene.
- JJ. **"Patient"** means an individual who is either ill, sick, injured, wounded, helpless or otherwise incapacitated, and who is in need of, or is at risk of needing, medical care or assessment during transportation to or from a health care facility, and who is reclining or should be transported in a reclining position.
- KK. **"Permit"** means that document required to be obtained by (a) the County Ambulance Service Contractor, (b) each emergency medical personnel, and (c) for each ambulance.
- LL. **"Person"** means and includes any individual, firm, association, partnership, corporation, or other group or combination acting as a unit.
- MM. **"Preceptor"** means that person authorized by the Medical Director to serve an instructor within the system.
- NN. **"Priority"** means the assigned call priority number (i.e. Priority A, B, C, D, E, or O) of all requests for an ambulance, which are received by Dispatch at the time of the conclusion of receipt of a request for ambulance service. Such priorities shall be assigned at the time the call is received by Dispatch, pursuant to telephone algorithms and priority dispatch protocols approved by the Medical Director.
- OO. **"Response Time (Ambulance)"** means the actual elapsed time between conclusion of receipt of notification (e.g. address, callback number and presumptive designation) by the Contractor from Dispatch that an ambulance is needed at a location and the actual arrival of an ALS ambulance staffed and equipped to operate as an ALS ambulance unit under Florida regulations at the designated location within the service area.
- PP. **"Response Time (First Responder Unit)"** means the actual elapsed time from the receipt of request for first response service from Dispatch until the actual arrival of the first response unit at the designated location.
- QQ. **"Response Time Clock"** means the computer aided dispatch system's internal clock measuring response times and other time intervals.

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

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

TT. **"Service Area"** means that area which is contained within the boundaries of Taylor County, Florida.

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

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

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

### III. OPERATIONAL REQUIREMENTS

#### A. CONTRACTOR'S OBLIGATIONS

1. The Contractor shall furnish all Ground Emergency Ambulance services for the entire population of Taylor County, including all incorporated and unincorporated areas.
2. The Contractor shall be the County's exclusive ground Emergency Ambulance Contractor.
3. All Contract Ambulance services shall be provided at the EMT-Paramedic level.
4. The Contractor shall designate and reserve not fewer than three (3) Ambulances to be available to respond to Emergency Calls at all times.

5. The Contractor shall operate an EMS division within Taylor County separate and apart from its Non-Emergency operations; the EMS unit designated by this part shall operate as a standalone division and shall not be used by the Contractor to satisfy Non-Emergency or Special Event obligations owed by or undertaken by the Contractor for third parties.
6. The Contractor understands and agrees that periodic increases in demand for EMS response to Emergency Calls may require additional units to meet the response time requirements established by this Agreement. To the extent such surge conditions should arise from time to time the Contractor shall not be precluded from drawing or utilizing resources as needed from its non-emergency division.
7. The Contractor may furnish, upon request, stand-by Special Events coverage, limited long-distance transfer service, reasonable mutual aid services, and special contract services, and communication services through its Non-Emergency operations.
8. The Contractor shall furnish stand-by coverage for all structure fires consisting of not less than one ALS unit. The responding ALS unit shall respond to the scene commander.
9. Failure to provide no fewer than the minimum number of ambulances required under this part shall be an event of material breach and shall entitle the County to terminate this Agreement upon giving thirty (30) days' notice of said material breach.

#### B. COUNTY DISPATCH RESPONSE PRIORITY PROTOCOLS

County and Contractor agree to meet and develop mutually agreeable dispatch protocols consistent with current industry standards.

#### C. RESPONSE TIME PERFORMANCE, RELIABILITY AND MEASUREMENT METHODS

1. Response Time shall be calculated as a function of dispatch operations and field operations. Because this Agreement is performance-based, the County shall not unreasonably limit the Contractor's flexibility in the methods of providing EMS service other than the requirements described herein. It is the intent of the County to use a fractal method for measuring response time under this Agreement.
2. The County expressly reserves the right to periodically review and approve the Contractor's deployment plans. The parties shall coordinate their efforts to ensure Contractor is conforming at all times to the Response Time Standards herein.
3. An error on the Contractor's part in a single phase of its operation shall not serve as a basis for an automatic exception to the Contractor's performance in another phase of its operations.
4. Appropriate Response Time performance is the result of a coordinated effort of the Contractor's total operation and therefore it is solely the Contractor's responsibility to coordinate the Contractor's operations.
5. The Contractor shall not be held responsible for a failure to meet Response Time Standards if the reason for said failure is clearly attributable to a failure on the

part of the County Combined Communications Center, as determined by the Agreement Administrator.

6. Fractile Response Times shall be measured in minutes and integer seconds and shall be "time stamped" by the County-provided computer aided dispatch system.
7. Fractile Response Time Requirements – Zones
  - a. Urban, within eight (8) miles of designated locations
    - Zone 1 designated locations
    - Hampton Springs Ave. and Jefferson Street – Perry
    - 9<sup>th</sup> St. NE and 1<sup>st</sup> Ave. S. – Steinhatchee
    - For each response zone the contractor requirements shall be 10 minutes
  - b. Rural (areas beyond 8 road miles of zone 1 designated locations)
    - For each response zone the contractor requirements shall be 15 minutes
  - c. Remote (areas beyond 16 road miles of zone 1 designated locations)
    - For each response zone the contractor requirements shall be 20 minutes

Exemptions

- Response times outside of contracted service area
- Responses where service was cancelled while responding
- Responses with extenuating circumstances

8. Fractile Response Time Measurement Methodology.
  - a. Time intervals: System Response Time shall be measured from the time the call is dispatched until the first arriving transport capable ambulance is on scene. System Response Time includes the County Combined Communications Center call processing component and the Contractor response time component. Contractor performance shall be judged based upon the "Dispatched to Arrival" time interval.
  - b. For the purposes of the Agreement, the Contractor's Emergency Response Time shall be measured from the time that the Contractor is notified by radio, telephone, data link or other means that its services are required at a particular location until arrival at the incident location by the Contractor's first ALS Ambulance. The time stamp that will be used is the time the vehicle is assigned by the dispatch center. The indicator is referred to as a "dispatch" in the computer aided dispatch (CAD) system.
  - c. Arrival at an incident location means the moment an Ambulance crew notifies the County's Combined Communications Center that it is fully stopped at the location where the Ambulance shall be parked while the crew exits to assist the Patient. In situations where the Ambulance has responded to a location other than the scene, such as a staging area in cases involving hazardous materials or violent crime, arrival at an incident location shall be the time the Ambulance arrives at the proper staging location. The Medical Director may require the Contractor to log the time the patient is first contacted by the Contractor's personnel for medical research purposes;



however, arrival time shall not be measured for purposes of Response Time under this Agreement.

- d. If an Ambulance fails to report upon its arrival at the incident location, then time of the next communication between the Combined Communications Center and that Ambulance following arrival on scene shall be used for measurement purposes. Contractor understands and agrees that failing to timely report arrival at an incident location will result in a longer response time than would have resulted with proper reporting. This provision shall not preclude the Contractor from appealing to the County's Agreement Administrator for any reasonable exception.
9. "Turn Arounds" and Canceled Response Calls
    - a. From time to time circumstances may cause changes in call classification. Response Time calculations for determination of compliance with Agreement standards for Non-compliance will be as follows:
      - i. Reassignment enroute: Once dispatched, only the Combined Communications Center can reassign an Emergency Ambulance in accordance with approved medical protocols.
      - ii. If an Ambulance is reassigned enroute prior to arrival on scene, then the Response Times for the original call and reassigned call may be afforded an exception.
      - iii. Diversions of an enroute ambulance to a different call may occur when the ambulance is the closest unit to a higher priority call.
    - b. The Contractor may determine to cancel response to a call prior to arrival on scene in accordance with approved medical protocols if provided with supplemental information from First Responders on scene or the Combined Communications Center. If an assignment is canceled by the caller prior to arrival on the scene of the Emergency Ambulance, the Contractor's compliance shall be calculated from enroute time to time of cancellation.
  10. Contractor shall not be held accountable for Emergency Response Time compliance for assignments originating outside the defined limits of the Service Area. Responses to requests for service outside the Service Area will not be counted in the total number of calls used to determine compliance for the County Response Times.
  11. Each incident shall be treated as a single response regardless of the number of units utilized by the Contractor to respond. Only the Response Time of the first-arriving ALS Ambulance shall be counted.
  12. The Contractor shall implement protocols to provide for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood and agreed that from time to time unusual factors beyond the reasonable control of the parties may affect the achievement of Response Times Standards. These unusual factors include unusually severe weather conditions, mass casualty incidents requiring three or more ambulances, or disasters as declared by a unit or units of government. Notwithstanding the fact of any of the foregoing

occurrences, all exceptions hereunder shall require written approval of the County's Agreement Administrator. Said approval shall not be unreasonably withheld.

- a. If the Contractor feels that any response or group of responses should be excluded from the calculation of Response Time due to factors beyond the Contractor's ability to reasonably control, the Contractor must provide detailed documentation as to each such response to be excluded, including the date and time of the call and the reason or reasons for the request. All documents shall be provided to the County Agreement Administrator. Requests must be in writing and received by the County Agreement Administrator within 96 hours of the incident time. Should the Contractor dispute the County's decision to reject an exception request, then the Contractor may appeal the County's decision to the County Administrator in writing within five (5) days of the receipt of Response Time calculations summary. The County Administrator's ruling shall be final and binding, and Contractor hereby irrevocably waives any appellate remedies that might exist but for this Agreement.
- b. Equipment failure, traffic congestion, Ambulance failure, or other similar causes relating to human error shall not constitute grounds for an exception.

13. Isolated instances of individual deviations of Response times are considered instances of minor non-compliance with the Agreement. Not meeting Response Time Standards for at least 90 percent of measured calls in any one month shall constitute major non-compliance with this Agreement. However, financial penalties shall not be imposed until after the conditions of III-B are met.

- i. Provider shall provide County with timely reports of compliance every month for the previous month. Reports shall be provided to the County by the 10<sup>th</sup> of every month so that timely notification of compliance or non-compliance occurs.
- ii. County shall notify contractor within 30-days of receiving performance report if any penalties are due or to be subtracted from the subsidy.
- iii. Penalties

Failure of the Contractor to meet response time requirements will result in a deduction from the monthly subsidy.

Percentage of Response within parameters

90-100	No Penalty
80-90	\$2,500 per month
75-80	\$5,000- per month

Less than 75

\$10,000 per month and contract  
review for possible termination

\*Three or more occurrences of less than 75% within a rolling 12-month period may result in a contract review for possible termination

#### D. VEHICLES AND EQUIPMENT

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

##### 1. Equipment

All equipment and medical supplies utilized by Contractor shall meet or exceed the minimum requirements established by the Medical Director and Federal and State requirements for ALS ambulances. The intent of this provision is that Contractor has adequate reserve equipment to service the County.

##### 2. Ambulances

- a. Ambulances furnished under this agreement shall be Type I, Type II, or Type III; shall be in good condition; and shall meet or exceed the then- prevailing standards as established from time to time by the State of Florida. New or replacement ambulances shall meet the equivalent standards at the time the ambulance is placed into service.
- b. The Contractor shall provide an annual listing of all Ambulances (including reserve ambulances) used in the performance of this Agreement, including registration, vehicle identification numbers, and mileage.

##### 3. Ambulance, Vehicle and Equipment Maintenance

- a. The Contractor shall be exclusively responsible for maintenance of all Ambulances, support vehicles, and on-board equipment used by the Contractor in the performance of its work. All Ambulances and equipment used in the performance of the Agreement shall be maintained in a clean and orderly condition at all times. Any Ambulance, support vehicle, or piece of equipment with any deficiency that may reasonably compromise its full function under emergency conditions shall be immediately removed from service until such time as it is repaired or replaced.
- b. The appearance of all Ambulances and equipment must be maintained in a clean and undamaged condition. Ambulances or equipment with cosmetic damage to more than 20% of the ambulance shall be removed from service and repaired before returned to service.
- c. The Contractor shall implement an Ambulance maintenance program to achieve the highest standard of reliability appropriate to a modern paramedic level Ambulance service. The Contractor shall employ appropriately trained personnel in the maintenance and repair of

Ambulances, develop and implement standardized maintenance practices, and incorporate a thorough and reliable record keeping system. The Contractor shall at all times make every effort to comply with or exceed the maintenance standard as outlined in Standards-Accreditation of Ambulance Services published by the Commission on Accreditation of Ambulance services.

- d. Costs of replacement, maintenance, or repairs to Ambulances, Vehicles or Equipment shall be the sole obligation of the Contractor and shall not be invoiced or submitted for reimbursement to the County.

#### 4. Personal Safety Equipment

Personal safety equipment shall be provided for all of Contractor's employees in accordance with federal or state standards as applicable from time to time. It shall be the Contractor's responsibility to maintain or replace any personal safety equipment required for the performance of the Agreement. Contractor represents and agrees that it is obligated to remain at all times up to date and in compliance with federal or state safety requirements.

### E. COMMUNICATIONS SYSTEM MANAGEMENT

1. The Contractor is required to utilize the County's Combined Communications Center for dispatch. Upon receiving written approval from the County, the Contractor may locate one of Contractor's employees at the Center for dispatch and tracking purposes, at the Contractor's expense. The employee so designated and approved by the County shall have access to the Center twenty-four hours per day, seven days per week. The Contractor's employee shall meet or exceed all requirements and certifications required of County employees assigned to dispatch duties at the Center.
2. Dispatch services for Emergency responses originating through the 911 system shall be provided by the County at no cost to the Contractor.
3. The County shall furnish and manage emergency Ambulance dispatch and communications services, including a dispatch and medical communications facility, sufficient to handle all requests for emergency Ambulance service within the Service Area. Such service shall include, but is not limited to, provision for dispatch personnel, equipment, acquisition and maintenance of necessary equipment, in-service personnel training, quality improvement monitoring, purchasing and inventory control and related support services. Contractor shall take no role or responsibility for the components of the County's communications systems. Contractor shall, however, furnish all equipment to its ambulances, support vehicles, facilities and employees as necessary to communicate with the Combined Communications Center including, but not limited to, radios, MCTs and pagers.

### F. DATA AND REPORTING REQUIREMENTS

1. Contractor shall complete, maintain, and provide copies of its records



including those records reflecting:

- Each request for service dispatched to the Contractor;
- Equipment failures;
- Vehicle maintenance histories;
- Patient accounts, subject to restrictions on such data as may be provided bylaw;
- Deployment planning;
- Continuing education and certification as well as documents reflecting training compliance;
- State Inspections by Florida Department of Health.

2. Contractor shall provide to the County, within ten (10) days following the first business day of each calendar month, reports detailing the Contractor's performance during the preceding month. Reports shall reflect the Contractor's performance of clinical, operational, and financial duties imposed by this Agreement. The Contractor shall rely upon the County to provide operational reports reflecting Response Time from the CAD system. Response Time compliance and customer complaint resolution shall be reported not less than monthly for the duration of this Agreement. Other items to be reported shall be upon the County's reasonable request and in a format to be approved by the County.
3. Contractor shall enter into a standard HIPAA Business Associate Agreement (Attachment 3) with County, designating the County as a Covered Entity to provide for the protection of the privacy and security of Health Information.

#### G. INTEGRATION OF FIRST RESPONDERS

The Contractor shall foster an integrated First Response program with all Fire Departments within Taylor County and shall, at minimum, provide the following:

1. The Contractor will designate the Education and Community Outreach Manager as the designated First Responder Liaison. This person will be responsible for serving as the key interface between the Contractor and all First responder agencies on all issues, including training programs, community education, quality improvement, inquiry resolution, and any other First Responder related matters.
2. The Contractor shall restock in a timely fashion all disposable supplies used by the First Responders agencies in the treatment of patients.
3. The on-scene management of an emergency incident and the structure and organization of responding resources within a standard hierarchy shall be governed by this Agreement. All resources, including resources provided by the Contractor, are subject to the direct orders and assignments of the incident commander and sector officers in order to affect the timely and orderly

mitigation of any emergency.

#### H. SPECIAL EVENTS COVERAGE

The Contractor shall, upon written request by the Taylor County School Board, provide dedicated stand-by coverage, one ambulance, for all varsity home football games played within the Service Area, at no charge to Taylor County or the Taylor County School District. Any additional services made available by the Contractor to the School District shall be extrinsic to this Agreement.

The Contractor may, at its sole discretion, accept and make available additional services for Special Events separate from this Agreement and subject to separate service agreement, at the request of the County or any third-party entities or persons within the Service Area. Such extrinsic services and separate agreements will not require notice or additional approvals from the County, except as otherwise required by law.

#### I. COMMUNITY EDUCATION/ ACCESS EDUCATION REQUIREMENTS

The County desires that the Contractor take significant steps to improve prevention and system access through community education programs to be provided to the school system and civic groups. The Contractor shall take reasonable steps to facilitate such programs within the County in collaboration with other public safety and EMS related groups including but not limited to the American Heart Association, the American Red Cross and the County Fire Department.

##### 1. Disaster Drill Preparedness.

- a. As requested by the Chief of the Taylor County Fire Department or the Taylor County Sheriff, the Contractor shall participate in all disaster drills conducted by County agencies.

#### I. PARTICIPATION IN SYSTEM DEVELOPMENT

The parties understand and agree that further development and improvement of the EMS system within the County and across the region will be necessary to enhance disaster response and mutual aid programs. The County participates with a variety of EMS related boards and committees. The Contractor shall support the County's efforts in enhancing these relationships through the Contractor's participation alongside the County.

#### J. DISASTER ASSISTANCE AND RESPONSE

The Contractor shall be actively involved in planning for and responding to any disaster declared by any governmental entity with jurisdiction within the State or County. Disaster coordination shall be facilitated by and with the County Emergency

Management Director. The parties shall develop a "mass casualty incident" plan and an "emergency disaster" plan following incident command system guidelines provided by the County. The Contractor's supervisory personnel shall each complete incident command training and hazardous materials training. The Contractor's participation shall include training, drills and exercises.

In the event a disaster occurs within the County, or in the event the County directs the Contractor to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended, and the Contractor shall respond in accordance with the County's disaster plan. The Contractor shall use its best efforts to maintain primary Emergency services throughout any disaster response period. During the period of the disaster performance requirements for Response Times will not be reviewed by the County and no penalty for non-compliance shall be imposed by the County upon the Contractor.

Additional and direct costs resulting from the performance of disaster services that are determined to be non-recoverable from third parties may be invoiced for payment by the County according to fees schedules consistent with then-current Federal or FEMA guidelines. Invoices for uncovered costs incurred in disaster response shall not include any cost for maintaining normal levels of service under this Agreement during the disaster. Incurred costs shall be paid by the County only to the extent the County obtains relief through Federal or State agencies.

#### K. DISASTER MANAGEMENT CAPABILITIES

In the event of a disaster as declared by a governmental agency, the Contractor will integrate its delivery of services with the County's Comprehensive Emergency Management Plan, and provide no less than:

- a. Around-the-clock staffing of the Emergency Operations Center ESF 8;
- b. If requested by the County, staffing for the Emergency Operations Center's infirmary with at least one medically trained person;
- c. If requested by the County, around-the-clock ambulance stand-by services at the County's special needs shelter;
- d. As requested by and in cooperation with the County, assistance with post-disaster inspections of homes of special needs patients prior to returning them to their homes;
- e. If requested by the County, Ambulance "strike teams" assembled using assets from other Contractor-owned facilities or operations.

#### L. DEPLOYMENT PLANNING AND INITIAL PLAN

During the first 120 days of operations, the Contractor shall be excused from meeting the performance standards provided herein. During these first 120 days, the Contractor will work with the Taylor County Communications Director to develop system deployment plans and strategies that will optimize unit availability.

#### M. HANDLING SERVICE INQUIRIES AND COMPLAINTS

The Contractor shall log and report to the County all inquiries and service complaints. The Contractor shall provide prompt response and follow-up to such inquiries and complaints and document those responses for the County's periodic review as provided herein. Such responses shall be retained and reported with appropriate attention paid to patient confidentiality.

The Contractor shall on a monthly basis submit to the County a list of all complaints received and their disposition, status, or resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the Medical Director within twenty-four (24) hours of the Contractor's receipt of same.

#### IV. CLINICAL AND EMPLOYEE PROVISIONS

##### A. MEDICAL OVERSIGHT

The Contractor shall employ its own Medical Director necessary to providing services under this Agreement. Duties of the Medical Director employed by the Contractor shall:

- a. Establish a uniform and appropriate standard of care, as defined herein
- b. Subsequently enhance the standard of care by incorporating advancements, which become known and available from time to time, or to correct defects in the system standard of care discovered as a result of quality improvement programs. However, no change shall be made in the system standard of care which results in a standard that is less than or in contravention of the minimum standards required by the laws of the State of Florida
- c. Review and approve local medical control standards and requirements including, if required, written and practical tests for EMS personnel providing care under the Medical Director's authority in accordance with the then-current System Standard of Care. Personnel subject to these requirements may include:
  - Persons receiving telephone requests for ambulance services;
  - First Responders;
  - Ambulance personnel;
  - Field training personnel; and
  - Online medical control physicians.
- d. Administer the approval, testing as required, and authorization of EMS system personnel, and establish and promulgate written guidelines in connection therewith.
- e. Develop guidelines for online medical control, transport destination policies, and use of air medical services in support of the EMS system's mission.
- f. In cooperation with the County and the Contractor, develop standards applicable to on-board equipment used in the delivery of First Response services and emergency ground ambulance services within the Service Area.



Such standards may be approved by the Medical Director and the County Administrator only following consideration of a fiscal impact statement.

- g. No less frequently than once every three months, report to the County Administrator on the clinical aspects of the quality of care and the Response Time provided by the Contractor and First Response agencies.
- h. Report once each year, in writing, to the County Commission on the quality of care and Response Time performance being provided by all components of the EMS system.
- i. Monitor all aspects of system performance including clinical quality of care and verification of Response Time performance reported by First Responders and the Contractor.
- j. Attend meetings of local medical societies, and represent the EMS system at appropriate EMS meetings, seminars, and conferences in order to stay abreast of developments in emergency medical care.
- k. ~~In the event there is a disagreement between the Contractors and the Counties medical directors, a third party, agreed to by both medical directors, will look at the facts and make a recommendation on the matter in question.~~

1. Medical Protocols

The Contractor shall comply with Medical Protocols and other requirements of the system standard of care as established by the Medical Director. Current Medical Protocols will remain on file at the Office of the County Administrator.

2. Direct Interaction with Medical Control

Field and communications personnel shall interact directly with the system's medical leadership on all issues related to Patient care. This personal professional responsibility is essential.

3. Medical Review and Audits

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

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

4. Clinical Quality Assurance Goals

The Contractor shall have responsibility for each of the following quality assurance activities:

Prospective

- a. All of the Contractor's employees shall be oriented to and comply with the Contractor's system quality assurance program.
- b. Field personnel shall attend related medical training and continuing education sessions on a regular basis, the frequency of which shall be governed by the Contractor's program.
- c. The Contractor's quality assurance program will interface with other such programs implemented by other jurisdictions and providers in Florida.
- d. The Contractor will regularly review and revise quality assurance policies as necessary under the direction of the Contractor's senior management team, with oversight by the Contractor's Medical Director.

Concurrent

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

Retrospective

- a. The Contractor shall ensure peer review of all patient records will be assessed for compliance with agency policy, medical protocols, standards of care, and quality issues which may be identified by the Contractor from time to time.
- b. The Contractor's management will recognize, reward, and encourage positive provisions of Patient care.
- c. The Contractor, through the Operations Manager, Supervisor, or the Medical Director, shall intervene with field personnel whose performance does not meet the Contractor's performance expectations.
- d. The Contractor shall complete an audit of any transport where an invasive skill is performed to ensure continued provision of quality care.
- e. The Contractor shall assist the EMS community as requested with research projects or focus audits.
- f. The Contractor shall routinely publish or provide feedback to field personnel and other EMS system participants regarding its quality assurance findings.

B. TRANSPORT REQUIREMENT LIMITATIONS

1. Destinations

Contractor shall be required to transport Patients from all areas of the Service Area, to appropriate medical facilities in accordance with all Medical Control Destination Protocols.

2. The Contractor shall provide to the County a detailed summary on a quarterly basis of patient transport data to include patient pickup location, receiving facility, and number of miles charged.

#### C. MINIMUM CLINICAL LEVELS AND STAFFING REQUIREMENTS

All Ambulances rendering emergency services under this agreement shall be staffed and equipped to render paramedic level care. All paramedic attendants shall be cleared to render all ALS procedures provided according to medical control protocols. The paramedic shall be the primary caregiver for all emergency patients and shall accompany all patients in the back of the Ambulance during patient transport except as may be permitted in accordance with medical control protocols.

##### Emergency Ambulance Staffing Configuration:

The contractor is required to staff not fewer than one (1) EMT-P and one (1) EMT on any ambulance responding to an Emergency Call.

Any ALS First Response unit shall be staffed by at least one (1) EMT-P cleared to perform all ALS procedures provided in accordance with medical protocols.

Personnel will be appropriately certified by the State of Florida at their level of qualification and will be specifically authorized by the Medical Director in accordance with Medical Control policies. The Contractor will provide paramedic supervision within Taylor County. The supervisor on duty shall not be a part of an ambulance crew. The supervisor on duty shall be the lead administrator in charge. The supervisor shall be available to serve as an interface with the County's Combined Communications Center, provide posting of ambulances, respond to customer service issues, respond to emergency calls, provide incident command support and perform other tasks as assigned or as necessary during the shift.

#### D. CHARACTER COMPETENCE AND PROFESSIONALISM OF PERSONNEL

The Contractor generally requires and strongly strives for professionalism and courtesy in both the conduct and appearance of Contractor's employees at all times. The Contractor will endeavor to promptly address and correct any departure from this standard of conduct upon receipt of a complaint from the County.

All persons employed by the Contractor in the performance of work are expected to be competent and holders of appropriate licenses and permits in their respective

professions.

#### E. DISCRIMINATION NOT ALLOWED

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

### V. FINANCIAL AND ADMINISTRATIVE PROVISIONS

#### A. TERM AND RENEWAL PROVISIONS

The initial term of the Agreement shall be for a period of five (5) years beginning January 1, 2021. This provision shall not be construed in any manner to require either party to renew this Agreement beyond the initial 5-year period. This provision shall not be construed to limit or preclude the County from negotiating for and extending this Agreement in its sole discretion.

#### B. METHODS AND FORM OF COMPENSATION

The following are the specific types of compensation available to the Contractor through this Agreement:

##### 1. Market rights

The County, except as otherwise outlined in these specifications, shall utilize the Contractor exclusively for the performance of Emergency Ambulance services within Taylor County

##### 2. User fees

HCPCS Code	A0425	A0426	A0427	A0428	A0429	A0433	A0426
Description	Loaded Mileage	ALS1 Non E	ALS1 E	BLS Non E	BLS E	ALS 2	SCT
Amount	\$21/mile	\$ 795.00	\$1,136.00	\$ 742.00	\$957.00	\$1,643.00	\$2,000.00

Treatment and no ground transport \$300

The pricing chart reflects non-contract pricing and does not reflect the particular fee arrangements stemming from contractual allowances that Century currently has in place with the prevailing insurance providers (or may have in the future). Request for Fee increases must be submitted to the BOCC for approval at least 45 days prior to implementation. The Contractor shall have the right to raise its usual and customary rates 3% per annum to account for annual CPI increases without the approval of the BOCC.

### 3. Insurance

- a. At all times during the term of this Agreement, the Contractor shall exercise best efforts to maintain in-network provider relationships with Blue Cross/Blue Shield and United Health. The County acknowledges that under the terms of this Agreement, the Contractor, in the normal course of business, may engage in contractual negotiations at any time with any commercial insurance provider. The Contractor's inability to consummate an in-network provider contract with a given commercial insurance provider does not constitute a breach of this Agreement.
- b. The Contractor agrees not to balance bill in excess of contractual allowances with insurance carriers. For citizens who can show they do not have any form of insurance and also have a financial hardship, Contractor will extend a minimum of 20%, and up to 50% discount off of prevailing usual and customary rates and will work with citizens on a payment plans to further help any burden. Contractor shall offer 3-6-month payment plans in such circumstances.

### 4. Subsidy

County recognizes that the volume of transports does not adequately cover the costs associated with running its EMS system. County agrees to pay Contractor \$68,086 per month payable on the 1<sup>st</sup> of each month. If there is a significant economic factor, such as a recession, the County agrees to negotiate with the Contractor for an increase in the subsidy it pays monthly to the Contractor.

Non-payment of Subsidy by the County is a serious impairment in the ability of the Contractor to provide its services and represents a default of the agreement by the county. County may cure the default within 30 days from the time the default occurred.

### 5. First Responder Assistance

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



throughout the County.

6. Communications Infrastructure

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

7. Grants

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

C. USER FEES AND USER FEE REGULATION PROCESS

1. User fee increase

Fee increases must be submitted to the BOCC for approval at least 45 days prior to implementation

2. Annual renegotiations of certain factors permitted

The County understands that certain economic variances occur beyond the control of the Contractor. It is the County's intent to reduce the risk of economic loss to the Contractor for these factors as much as possible. The County considers all factors related to labor and equipment to be within the control of the Contractor, and therefore no negotiated annual cost increases other than as provided in section V-B(2) above for those factors shall be allowed.

The County shall allow negotiated cost increases to the extent of documented increases in the Contractor's actual costs of production directly resulting from increases in prices paid by the Contractor for major changes in the standard of care (consistent with industry practice and as may be approved by the County), or federal or state regulatory requirements which increase the Contractor's production costs. County shall also allow negotiated user fee increases in the event that there are substantial changes in federal reimbursement policy, which materially adversely affect the Contractor's operation. User fee increases to offset negotiated production cost adjustments shall be allowed on a prospective basis only and shall not be allowed retroactive.

Should the County and the Contractor reach an impasse in negotiated rate increases, as outlined in this section, either party may require that the matter be submitted to non-binding mediation in Taylor County, Florida or a state court of competent jurisdiction in Taylor County, Florida.

## **VI. BILLING SYSTEM PROFESSIONALISM**

1. The Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner. The Contractor shall not unduly pressure those Patients who legitimately cannot pay.
2. Prior to the start date of this Agreement, the Contractor shall provide its then current billing and collection policies and procedures to the County, including sample invoices, reminders, telephone collection methods, and handling of accounts turned over to collection. Policies about acceptance of assignment and write off should be specifically addressed. As these policies are amended by the Contractor, the Contractor shall ensure the County receives updated copies of the policies inclusive of amendments or changes. Policies shall include not less than the following:
3. Local Access Phone Support. The Contractor shall supply a unique local phone number for billing inquiries from Patients and third-party payers. Should the Contractor elect to manage its account receivables from a location other than the metropolitan area, a local access number still must be provided.
4. On-Scene Collections Prohibited. For services provided within the Service Area, the Contractor shall not engage in on-scene collections for local services. "On scene" for purposes of this paragraph includes at scene, en-route to or from the scene, or upon delivery of the Patient to the destination.
5. Financial Hardship Relief. In cases where a patient demonstrates legitimate financial hardship as defined by the Contractor's billing policies, the Contractor shall make all attempts to resolve any outstanding balance owed according to its policy up to and including forgiveness of the unpaid balance.

## **VI. INSURANCE INDEMNITY PROVISIONS**

1. Prior to the time the Contractor is entitled to commence any part of the work or services under the Agreement, Contractor shall procure, pay for and maintain the minimum insurance coverages and limits as provided for herein. Said insurance shall be evidenced by delivery to the County of (a) certificates of insurance executed by financially stable insurance carrier(s) acceptable to the County and licensed or permitted to write insurance by the Florida Department of Insurance, said certificates listing coverages and limits, expiration dates, terms of policies, and all carriers issuing or reinsuring said policies; and (b) a copy of each policy, including all endorsements. Insurance requirements shall remain in effect throughout the term of this Agreement.

- a. Commercial general liability insurance, including but not limited to, contractual, premises liability, including facilities released from County and City, operations, products, completed operations, personal injury, and advertising injury. The amounts of such insurance shall be not less than \$1,000,000 per occurrence; general aggregate limit of \$5,000,000. The Contractor shall secure casualty insurance coverage for rented premises of not less than \$100,000 per location.
- b. Professional medical malpractice insurance, or Ambulance attendants malpractice coverage, including errors and omissions with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate, per occurrence; if occurrence form is available; or claims-made form with "tail" coverage extending four (4) years beyond the termination of the agreement with proof of "tail" coverage to be submitted no less than 60 days prior to the termination of the agreement, including any extensions thereof. In lieu of "tail" coverage, Contractor shall submit annually to the County a current certificate of insurance proving claims-made insurance remain in force throughout the same four-year period.
- c. Worker's compensation coverage to statutory limits as required by law; employer's liability insurance of not less than \$1,000,000.00 bodily injury by incident; \$1,000,000.00 bodily injury by disease for each employee; and \$1,000,000.00 bodily injury by disease.
- d. Commercial automobile liability - Bodily injury and property damage covering all vehicles used under the Agreement including owned, hired, and non-owned vehicles, including vehicles leased from the County, if any, with limits of not less than \$1,000,000 combined single limits bodily injury and property damage. Policies shall include coverage for loading and unloading hazards unless otherwise covered under general liability or professional liability. The Contractor shall provide primary coverage regardless of actual vehicle ownership.
- e. "Umbrella" Coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a form following basis.

2. Endorsements required.

- a. Each policy shall require that thirty (30) days prior to its expiration, cancellation, non-renewal or any material change in



coverages or limits, a notice thereof shall be sent by the insurer to the County at its address of record. The Contractor shall also notify County in a like manner within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by the Contractor from its insurer; nothing shall absolve Contractor of this requirement to provide notice.

- b. Companies issuing insurance as required by this Agreement shall have no claims against the County for payment of premiums, assessments or deductibles, which are the sole responsibility and risk of the Contractor.
- c. Except for worker's compensation coverage, all policies issued pursuant to this Agreement shall name the County, its officers, employees, and the Medical Director, as additional insureds (general liability and auto liability) and loss payee where appropriate.

3. All insurance shall be maintained with companies that:

- a. Hold a "general policy holders rating" of "B+" or better, as set forth in the most current issue of "Best Insurance Guide," the successful rating to "B+" or comparable rating from reputable rating organizations;
- b. Are licensed or permitted to operate in the State of Florida; and
- c. Are in good standing with the Florida Department of Insurance or similar Agency.

4. Self-insured Risk

Any program of self-insurance risk employed by Contractor shall be subject to prior approval and ongoing monitoring by the County and their legal counsel. In addition to any assurances required by the County under this provision, as initially agreed prior to final award of the Agreement, the following items shall at a minimum be met to the County's satisfaction:

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

as required in the Agreement.

- d. The self-insured program meets and complies with all applicable laws and regulations.

## B. PERFORMANCE SECURITY

### 1. Continuous Service Delivery

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

### 2. Performance bond, letter of credit, or cash escrow account

Contractor will deposit with the County Administrator an annually renewable performance bond, letter of credit, or cash escrow account in a form satisfactory to the County. The amount of the performance bond, letter of credit, or cash escrow account shall be \$250,000.00 and be issued by a federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC, A or higher by Standard and Poor's, or A or higher by Moody's investors or a comparable rating by a future comparable rating system. The federally insured banking institution, on which the performance bond, letter of credit is drawn, shall be acceptable as determined by the County Manager and County Attorney.

The performance bond, letter of credit, or cash escrow account, if applicable shall be used to ensure the operation of the Ambulance service after a "take-over" has been affected by the County including but not limited to, the cost of take-over by the County, including any necessary rebidding, renewal, negotiation, or related administrative expenses.

## C. CONTRACTOR DEFAULT AND PROVISIONS FOR TERMINATION OF THE AGREEMENT

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

- 1. Failure of the Contractor to operate the EMS system in a manner which

enables County and the Contractor to remain in compliance with federal or state laws, rules, or regulations, medical control policies approved by the and/or related rules and regulations adopted pursuant thereto;

2. Failure of Contractor to meet the System Standards of Care as established by the Medical Director;
3. Falsification of information supplied by Contractor during or subsequent to this procurement process;
4. Failure of Contractor to provide data or falsification of data supplied during the course of operations, including by way of example but not by way of exclusion, dispatch data, Patient report data, Response Time data, financial data or falsification of any other data required under the Agreement;
5. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period by Contractor;
6. Failure of Contractor to maintain equipment in accordance with manufacturer recommended maintenance practices;
7. Failure of Contractor's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;
8. Failure of Contractor to comply with the approved rate regulation, billing or collection provisions of the Agreement;
9. Contractor makes an assignment for the benefit of creditors, files a petition for bankruptcy, is adjudicated insolvent or bankrupt, petitions to apply for any custodian, receiver or trustee for a substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction;
10. Failure of Contractor to cooperate with and assist the County after a Default has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control;
11. Acceptance or payment by Contractor or any of Contractor's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Contractor or Contractor's employees could reasonably be construed as a violation of federal, state or local law;
12. Failure of Contractor to maintain insurance in accordance with the Agreement;
13. Chronic failure of Contractor to consistently meet Response Time requirements as set forth in the Agreement;
14. Failure to submit an audited financial statement prepared by a certified public accountant or public accounting firm within the specified time frame under the terms and conditions outlined in the Agreement;
15. Failure to maintain a performance bond, letter of credit, or cash escrow account upon the terms and in the amount specified in Agreement;

16. Any other failure of performance, clinical or other System Standards of Care as required in the Agreement and which is determined by the County Commission to constitute a Default or endangerment to public health and safety.

17. Default by the County for non-payment of subsidy and failure to cure the default may result in the immediate termination of this agreement without fault, penalties, service, operational, or financial obligations to the Contractor.

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#### D. GENERAL PROVISIONS

##### 1. Assignment

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

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

##### 2. Permits and licenses

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

##### 3. Compliance with laws and regulations

All services furnished by the Contractor under the Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be the Contractor's sole



responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under the Agreement, and to maintain compliance with those applicable standards at all times. Furthermore, the Contractor agrees to perform in accordance with the provisions of any regulations or written guidelines established by the Medical Director.

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

5. Audits and inspections

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

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

6. Omnibus provision

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

7. Return of equipment

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

8. Warranty regarding consideration and procurement

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit an Agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement.

Further, Contractor represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks.

Violation of this warranty shall constitute Default of the resulting Agreement.

9. Relationship of the parties

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

10. Rights and remedies not waived

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

Contractor. County's payment shall in no way impair or prejudice any right or remedy available to the County with respect to such default.

11. Consent to jurisdiction

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

12. End-term provisions

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

13. Notices

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

If to County:

LaWanda Pemberton  
County Administrator  
201 E. Green Street  
Perry, FL 32347

With a copy to:  
Gary Knowles, Clerk of Court  
P.O Box 620  
Perry, FL 32347

If to Contractor:  
Century Ambulance Service, Inc.  
Attn: General Manager  
2110 Herschel Street  
Jacksonville, FL 32204

14. Execution counterparts

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

#### 15. Binding effect

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

#### 16. Construction and Compliance

- a) Severability. In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.
- b) Compliance. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.
- c) Notification of Actual or Potential Violation of Law. If either party becomes aware of any actual or potential violations by the other party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other party.
- d) Protection of Patient Information. Contractor is considered a "Covered Entity" and shall carry out its obligations under this Agreement in compliance with the privacy and security regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to protect the privacy and security of any personally identifiable, protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to this Agreement. Both parties understand that it is permissible under HIPAA to freely exchange PHI for purposes of treatment, payment, or health care operations. Both parties agree to a free exchange of PHI for these purposes, and County will provide Contractor with documents or information requested so it may properly bill for transports.

#### 17. Public records

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

18. Force Majeure. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, inability to obtain any material or services, or through acts of God.

19. Entire and complete agreement

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

20. Additional covenants

- a. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement to the extent and in the event a court of competent jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

21. Survival of Representations and Warranties.

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

**Signature Page to Follow**

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

**TAYLOR COUNTY, FLORIDA**

By: \_\_\_\_\_  
Board of County Commissioners

ATTEST: \_\_\_\_\_  
Clerk of Courts  
(SEAL)

Approved as to form:

\_\_\_\_\_  
County Attorney

**CONTRACTOR: CENTURY AMBULANCE SERVICE, INC.**

By: \_\_\_\_\_  
Matthew D. Johnson  
VP/GM

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*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-6113  
FAX (850) 584-2433

December 14, 2020

VIA E-MAIL

Ms. Lawanda Pemberton  
County Administrator  
County Offices  
201 E. Green Street  
Perry, Florida 32347

Re: Steinhatchee Station Lease with Century

Dear LaWanda:

I have reviewed the proposed Lease Agreement you e-mailed me on December 10, 2020 with regard to the Steinhatchee Station.

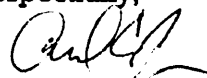
It looks okay but as I told you I contacted Mr. Cline Moore to see if we can get the hospital to agree to terminate the Lease with them.

Please get back with me.

Thank you and I hope you are doing fine.

Happy Holidays.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)

## COMMERCIAL BUILDING LEASE AGREEMENT

THIS LEASE is made between: TAYLOR COUNTY, FLORIDA, a political subdivision of the State of Florida whose mailing address is (herein "Lessor" or "County"), and CENTURY AMBULANCE SERVICE, whose mailing address is 2110 Herschel Street, Jacksonville, Florida 32204 (herein "Lessee"). Lessee hereby offers to lease from Lessor a premise situated in Taylor County, Florida, described as those portions of the County EMS and Fire unit buildings currently being occupied for EMS purposes, but excluding those areas occupied by the County for its Fire Department purposes, \_\_\_\_\_ (Steinhatchee Station) \_\_\_\_\_ sq. ft office space and \_\_\_\_\_ ft covered parking area (collectively, the "Premises") upon the following terms and conditions.

### RECITALS

WHEREAS, the Lessor and Lessee entered into an Agreement for Ambulance and Emergency and Non-Emergency Medical Services (the "Agreement"), and that Agreement provides for the Lessor to provide leased space in furtherance of that Agreement and

WHEREAS, Lessor is the fee owner of a certain real property being, lying and situated in Taylor County, Florida, such real property having a street address of #1 12<sup>th</sup> Street N.E., Steinhatchee, Florida 32359

WHEREAS, Lessor has determined that this Lease Agreement is in the best interest of the residents and citizens of Taylor County, Florida, in furtherance of the Lessor's goal to provide the most efficient and cost-effective provision of ambulance and emergency and non-emergency medical services for Taylor County.

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

I. Term and Rent: Lessor demises the Premises for a term of three (3) years commencing January 1, 2020, and terminating December 31<sup>st</sup>, 2023, or sooner as provided herein, with the first monthly rent payable by Lessee to Lessor on or before December 31<sup>st</sup>, 2020 and each month thereafter for the duration of each tenancy, at the rental rate fixed as follows:

Total Monthly Rent	\$400.00
--------------------	----------

2. Use: Lessee shall use and occupy the Premises for operating emergency

medical services for Taylor County, Florida in furtherance of the Agreement. Lessor represents that the Premises may lawfully be used for such purposes.

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

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

5. Repairs: Except when caused by Lessee's negligence or misuse of the premises by Lessee or its employees, agents, or invitee, Lessor shall maintain and repair the roof, external walls, HVAC, plumbing and electrical. All other repairs and maintenance shall be the responsibility of Lessee. Lessee shall also be responsible for its own janitorial, garbage, and operational expenses of the building. Lessee will, at its sole expense keep and maintain the premise and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:

- a. Keep all windows, glass, window coverings, floor coverings, walls, doors, locks, and hardware in good, clean order and repair;
- b. Not leave the windows or doors in an open position during any inclement weather;
- c. Keep all HVAC air filters clean and free from dirt;
- d. Maintain stove/oven and refrigerator;
- e. Keep all lavatories, sinks, toilets and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Any damage to any such apparatus and the cost of clearing stopped plumbing shall be borne by the lessee;
- f. Shall not allow trash, garbage rubbish or refuse to be deposited or permitted to stand on the exterior of the building except in proper receptacles;
- g. Shall not allow exit corridors blocked or limit egress.

6. County Fire Rescue: Lessor retains the right to maintain Fire Rescue equipment and personnel in the Premises to fulfill the needs of the service at no additional cost to the Lessor or County Fire. Any changes to the needs of Fire Rescue will be made after a thirty (30) day notice to the Lessee. This is to include but limit shared common areas such as kitchen, office, living area, rest room, and a non shared sleeping quarters located furthest away from living area and other building not part of the leased building.

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

8. Entry and inspection: Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purposes of



inspecting the same.

9. Insurance and Indemnity: Lessee, at its expense, shall maintain public liability insurance, including bodily injury and property damage, insuring Lessee and Lessor as provided in Section IV.E. of the Agreement. Lessee shall keep and hold Lessor harmless from any liability for loss or damage to person or property occurring in any cause or causes in or connected with or about the premises or arising out of Lessee's occupancy of said premises, or any failure by Lessee to maintain any portion of the premises which it is obligated to maintain under this Agreement. Lessee shall at all times defend, indemnify and hold Lessor harmless against any and all claims, actions, suits, from and against any and all liability, loss, damage, costs, charge, attorney's fees and other expenses.

10. Destruction of Premises: In the event the Premises or any one of them are completely or partially destroyed, either party may terminate this Agreement as to the

effected premises only effective as of the date of such loss.

10. Security Deposit: Lessee shall not be required to make a security deposit.
11. Utilities and Taxes: All utilities and taxes assessed against the Premises or any one of them, non-ad valorem assessments and rental sales tax, if any, shall be paid by Lessee.
12. Attorney's Fees: In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to nil costs incurred in connection with such action, including a reasonable attorney's fees.
13. Waiver: No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
14. Notices: Any notice which either party may or is required to give shall be given by mailing the same, postage prepaid, to Lessee at the Premises or any one of them, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.
15. Heirs, Assigns, Successors: This Lease is binding upon and ensures to the benefit of the heirs assigns and successors in interest to the parties.
16. Renewal: This Agreement may be renewed or extended only upon mutual written agreement of the parties.
17. Venue and Choice of Law: This Lease shall be governed by the laws of the State of Florida and venue for any dispute arising out of hereof shall be Taylor County, Florida.
18. Termination: This Lease may be terminated as to all Premises or any one of them upon sixty (60) days written notice from the Lessor to the Lessee, in the event the Agreement is terminated, or upon Lessee's default of this Agreement.
19. Representations and Warranties of Lessee: Lessee hereby represents and warrants to Lessor as follows:
  - a. Lessee is duly organized, validly existing, and in good standing under the laws of the State of Florida;

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

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

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

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

Attached hereto is the address and legal description for the premises.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2020

LESSOR:

TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_

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

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

Attest: \_\_\_\_\_

LESSEE:

CENTURY AMBULANCE SERVICE

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

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

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*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113  
FAX (850) 584-2433

December 15, 2020

VIA E-MAIL

Ms. Lawanda Pemberton  
County Administrator  
County Offices  
201 E. Green Street  
Perry, Florida 32347

Re: Pigott and Taylor County

Dear LaWanda:

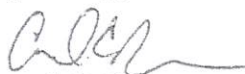
After I spoke with you on Monday, 12/14/20 I received the enclosed e-mail from Mr. Sellers.

It is disappointing as it appears Pigott does not want to settle this case.

After you have reviewed this with Kenneth and Mr. Bishop, please get back with me.

Hope you are doing fine and Happy Holidays.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Gary Knowles (via e-mail)

## The Bishop Law Firm

---

**From:** Steve Sellers <steve@dshattorneys.com>  
**Sent:** Friday, December 11, 2020 2:48 PM  
**To:** Conrad C Bishop Jr. (lawbishop@fairpoint.net)  
**Cc:** Rusty Pigott (pigott12@yahoo.com); Pentecost.Daniel.D  
**Subject:** Pigott Asphalt re Taylor County

Mr. Bishop,

Pigott Asphalt wants to get back and get the project completed. It feels is can best do this with the following terms:

1. Taylor County waives the liquidated damages through the date of agreement and not re-asses them;
2. Pigott Asphalt complete the project and has until April 30, 2021 to complete the work;
3. Taylor County pay draw request no. 3 without set off for liquidated damages and do so immediately;
4. Taylor County administer the contract as required by the EJCDC and not the conflicting FDOT standard specs; and
5. The parties reserve their claims to the end of the project. I would also like to have an agreement that should there be any disputes at the end of the project they will be determined by an independent arbitrator that we name soon. This will save much time and money for the parties and end up with a person who knows construction as out fact finder.

Paragraph 1 is because Pigott feels it has no liability for liquidated damages and should have been awarded additional time and money for the utility conflicts. Paragraph 3 is because Pigott needs the draw money to ensure payment of its subcontractors and suppliers. Likewise, paragraphs 4 and 5 are intended to maintain cash flow during the remainder of the project so everyone gets paid. Paragraph 5 is my contribution. If we end up with disputes at the end of the project then I prefer to have them handled quickly and efficiently by someone who knows construction law. I have a Jacksonville lawyer in mind who used to work for Duval County in public works law.

Pigott's surety will be still be involved as a back stop but not called on to administer the project.

Let me know your client's thoughts on these proposals.

### Steven E. Sellers

Dudley, Sellers, Healy, & Heath, PLLC  
SunTrust Financial Center, Suite 301,  
3522 Thomasville Road, Tallahassee, Florida 32309  
Office (850) 222-0775/ Cell (850) 933-7571  
Board Certified by The Florida Bar in Construction Law,  
Business Litigation, and Civil Trial  
Arbitrator with the American Arbitration Association  
Mediator – Certified Circuit Mediator 14909R





*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III  
POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-6113  
FAX (850) 584-2433

December 9, 2020

VIA E-MAIL AND REGULAR MAIL

Steven E. Sellers  
Dudley, Sellers, Healy, & Heath, PLLC  
SunTrust Financial Center, Suite 301,  
3522 Thomasville Road  
Tallahassee, Florida 32309

Re: Taylor County and Pigott Asphalt & Sitework, LLC  
Foley Cut Off Road Project

Dear Mr. Sellers:

Thank you for your letter dated December 2, 2020, to Taylor County's County Administrator in regard to the above issue.

The said letter was presented to the Taylor County Board of County Commissioners at their regular meeting of December 7, 2020.

The Board determined that a resolution was favorable for the benefit of the project, its residents and all parties involved. To that extent, the project and your listed demands were discussed and it was decided that the following is an acceptable resolution to your requests and serves to resolve all current issues as well as provide allowances to avoid additional concerns moving forward. Specifically, Taylor County will:

- 1) Direct NFPS to rescind its determination of Pigott Asphalt's contract default;
- 2) Accept Pigott Asphalt rescinding its allegation of Taylor County's material breach of contract and accompanying intent to pursue dispute resolution;
- 3) Accept an updated Pay Request 3 from Pigott to reflect completed quantities thru November 4;
- 4) Assess liquidated damages against the contract amount from August 27 thru November 4 and deduct such damages from revised Pay Request 3 and remit the balance of that payment to Pigott once approved by the BOCC;
  - a. In the event LDs exceed the amount of Pay Request 3, the remaining uncharged balance will be applied to Pigott's subsequent applications for payment until such balance is retained by Taylor County.

- 5) Be responsible to Pigott Asphalt for the completed contract amount, less liquidated damages identified in No. 4 above, and remit such remaining monies to Pigott coincident with project completion as evaluated using the approved project schedule of vales;
- 6) Accept a subcontractual arrangement between Pigott Asphalt and Anderson Columbia (minimum required participation to include completing the roadway base/asphalt) to complete the remaining balance of work no later than April 30, 2021;
  - a. Additional Liquidated damages will not be assessed after November 4 thru April 30, 2021.
  - b. In the event the project is not completed on or before April 30, 2021, a default declaration will be renewed.

We look forward to receiving your response concerning this proposal and Pigott's expedient return to resuming work on the Foley Cut-Off Road project. In the event the proposal is deemed unacceptable in its entirety, we will inform the Board of your decision and suggest that they resolve this issue in its current defaulted format with the Surety Company under the terms and conditions of the Performance Bond to include continued accrual of damages associated with an incomplete project.

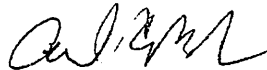
This is an offer in compromise and not admissible against Taylor County.

I look forward to hearing back from you.

Thank you and I hope you are doing fine.

Happy Holidays.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

cc: Daniel D. Pentecost, Surety Agent  
LaWanda Pemberton, County Administrator  
Kenneth Dudley, County Engineer  
Phil Bishop, NFPS CEI Manager

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 072087F

AIA Document A312

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Pigott Asphalt and Sitework LLC  
3295 Crawfordville Highway C-2  
Crawfordville FL 32327

**SURETY (Name and Principal Place of Business):**

Westfield Insurance Company  
3375-B Capital Circle, NE  
Tallahassee FL 32308

**OWNER (Name and Address):**

Taylor County Board of County Commissioners  
201 E Green St  
Perry FL 32347

**CONSTRUCTION CONTRACT**

Date: January 24, 2020

Amount: \$1,023,000.00 One Million Twenty Three Thousand Dollars and 00/100

Description (Name and Location): SCRAP Project - Foley Cut-Off Road/Widening/Resurfacing

**BOND**

Date (Not earlier than Construction Contract Date): February 4, 2020

Amount: \$1,023,000.00 One Million Twenty Three Thousand Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Page 3

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Pigott Asphalt and Sitework LLC

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SURETY**

Company: (Corporate Seal)

Westfield Insurance Company

Signature: \_\_\_\_\_

Name and Title: Benjamin R. Campbell  
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

McGriff Insurance Services  
3375-B Capital Circle, NE  
Tallahassee FL 32308  
(850) 386-2143

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

**1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

**3** If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

**3.1** The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

**3.2** The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

**3.3** The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

**4** When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**4.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

**4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

**4.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

**4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

**.1** After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

**.2** Deny liability in whole or in part and notify the Owner citing reasons therefor.

**5** If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**6** After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

**6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

**6.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

**6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**7** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

**8** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**9** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

**10** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

**11** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## **12 DEFINITIONS**

**12.1** Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**12.2** Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**12.3** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

**12.4** Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

## **MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company:

(Corporate Seal)

SURETY  
Company:

(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address: