



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.29.

8/25/2020

Subject:

Agreement with Coastal Health Systems of Brevard, Inc. for Inter-Facility and Marchman/Baker Transport Services.

Fiscal Impact:

\$395,585.00 (Marchman/Baker Services)

Dept/Office:

Fire Rescue Department

Requested Action:

It is requested the Board approve an Agreement with Coastal Health Systems of Brevard, Inc. (CHSB) for non-emergency inter-facility and Marchman/Baker transport services, and authorize the Chairman to execute the NEW Agreement; and authorize the County Manager, or his designee, to sign any subsequent amendments and/or renewals upon the review and approval of the County Attorney's Office and Risk Management.

Summary Explanation and Background:

Coastal Health Systems of Brevard is the County's current provider for inter-facility and Marchman/Baker Act transports. The current agreement with CHSB will expire on September 30, 2020. Brevard County Fire Rescue is requesting the Board of County Commissioners authorize a NEW five (5)-year agreement with Coastal Health Systems, effective October 1, 2020, and terminate on September 30, 2025; and approval of a two (2)-year extension, executed by both parties, in writing, prior to the expiration of the initial term.

Countywide inter-facility transport services are provided at no cost to the County. Marchman/Baker Act transports did not experience any rate increase during the entire term of the most recent five (5)-year agreement, and under this new agreement, there will not be a rate increase for at least the first two (2) years of the new agreement. At the completion of two (2) years, Coastal Health Systems has the option of requesting a rate review.

Pursuant to Section 42-75 of the Brevard County Code, Coastal Health Systems of Brevard currently holds an exclusive interfacility transport franchise within the geographical boundaries of Brevard County, in conformity with Chapter 71-566, Special Acts of Florida (1971); and Section 125.01(1)(e), Florida Statutes.

Pursuant to Section 394.462, Florida Statutes, under Florida's Mental Health Act, the County is also required to ensure certain persons are transported by either law enforcement or by County contract with an emergency medical transport service or private transport company at the sole cost to the County. Coastal Health Systems of Brevard has been providing mental health transport services since 1994.

Coastal Health Systems of Brevard is the only franchisee, other than Brevard County Fire Rescue, authorized to provide emergency medical transport services. In 1999, the County entered into a contract with CHSB for mental health transportation services on an exclusive basis and has so exclusively from that time. Approval of this agreement will provide an exclusive contract for Marchman/Baker transport services for the duration of the term of this contract.

In addition to the inter-facility transports and Marchman/Baker transports, CHSB plays a critical role in the evacuation of patients from area hospitals when a hurricane strike is imminent and provides additional transport capability upon requested by BCFR. CHSB is the only local provider capable of providing the services previously described.

CHSB currently holds a Certificate of Public Convenience and Necessity (COPCN) for inter-facility and Marchman/Baker transports; the Board has the authority to grant COPCNs as provided by F.S. 401, the Special Act of 1971 and the EMS Ordinance (Section 42-75).

Clerk to the Board Instructions:

Please return fully executed contract to Pamela Barrett at Brevard County Fire Rescue.

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: COASTAL HEALTH SYSTEMS OF BREVARD-NEW AGREEMENT		2. Amount:	
3. Fund/Account #: 1351/5340000		4. Department Name: BCFR	
5. Contract Description: INTER-FACILITY/MARCHMAN-BAKER TRANSPORT SERVICES			
6. Contract Monitor: ASSISTANT CHIEF ORLANDO DOMINGUEZ/PAMELA BARRETT		8. Contract Type:	
7. Dept/Office Director: MARK SCHOLLMAYER, FIRE CHIEF		SERVICES	
9. Type of Procurement: Select from pulldown:			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dominguez, Orlando <small>Digitally signed by Dominguez, Orlando Date: 2020.04.02 13:05:11 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Shu C. D. J.</i> 11 AUG 2020
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2020.07.20 14:38:20 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Chowenak</i> 08-11-20

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right to Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

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Kimberly.Powell@brevardclerk.us

August 26, 2020

M E M O R A N D U M

TO: Chief Mark Schollmeyer, Fire Rescue Director Attn: Pam Barrett


RE: Item F.29., Agreement with Coastal Health Systems of Brevard, Inc. for Inter-Facility and Marchman/Baker Transport Services

The Board of County Commissioners, in regular session on August 25, 2020, approved the Agreement with Coastal Health Systems of Brevard, Inc. (CHSB) for non-emergency inter-facility and Marchman/Baker transport services; authorized the Chair to execute the new Agreement; and authorized the County Manager, or his designee, to execute any subsequent amendments and/or renewals upon the review and approval of the County Attorney's Office and Risk Management. Enclosed is a fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Kimberly Powell, Clerk to the Board

Encl. (1)

cc: Contract Administration
Risk Management
County Manager
County Attorney
Finance
Budget

**CONTRACT FOR INTERFACILITY AND
MARCHMAN/BAKER TRANSPORT SERVICES**

THIS CONTRACT (hereinafter Contract) entered into this 1st day of October, 2020, by and between the following Parties: **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY") and **COASTAL HEALTH SYSTEMS OF BREVARD, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, Chapter 71-556, Special Acts of Florida (1971), grants COUNTY the power to grant exclusive and non-exclusive franchises for the furnishing of emergency and non-emergency ambulance services in both incorporated and unincorporated areas of Brevard County, Florida; and

WHEREAS, Chapter 71-556, Special Acts of Florida (1971), grants COUNTY the option to exclude operation of ambulance services, both emergency and non-emergency, by any other governmental entity, municipality, person, firm, association or corporation in such areas as the COUNTY elects to grant exclusive franchises for the maintenance and operation of the business of providing emergency and non-emergency ambulance services; and

WHEREAS, COUNTY has exercised its option under Chapter 71-556, Special Acts of Florida (1971), to provide for the operation of exclusive ambulance services; and

WHEREAS, pursuant to section 42-75 of the Brevard County Code, CONTRACTOR currently holds an exclusive Advanced Life Support and Basic Life Support (ALS/BLS) interfacility transport franchise within the geographical boundaries of Brevard County, Florida; and

WHEREAS, the award of the exclusive franchise, and implementation through this Contract, to CONTRACTOR for the furnishing of interfacility non-emergency advanced life support/basic life support ambulance services was in conformity with the procedures set forth in Chapter 71-556, Special Acts of Florida (1971); and Section 125.01(1)(e), Florida Statutes; and

WHEREAS, pursuant to section 394.462, Florida Statutes, under Florida's Mental Health Act, COUNTY is also required to ensure certain persons are transported to an appropriate facility for care and treatment either by law enforcement, or by COUNTY contract with an emergency medical transport service or private transport company at the sole cost of COUNTY; and

WHEREAS, in meeting the statutory requirement, CONTRACTOR is the only franchisee, other than Brevard County Fire Rescue, authorized by COUNTY to provide emergency medical transport services; and

WHEREAS, CONTRACTOR has been providing such COUNTY mental health transportation services since 1994; and

WHEREAS, in 1999, COUNTY determined for efficiency to combine the contract for Advanced Life Support and Basic Life Support (ALS/BLS) interfacility transport with its mental health transportation services into one contract with CONTRACTOR because it has the ability to provide emergency medical services transport for mental health services; and

WHEREAS, in 1999, COUNTY determined to contract for said mental health transportation services from CONTRACTOR on an exclusive basis and has so exclusively contracted with CONTRACTOR from that time; and

WHEREAS, COUNTY determines that having CONTRACTOR available for emergency back-up and mutual aid, as needed, as provided herein, constitutes a public benefit; and

WHEREAS, COUNTY has determined that the award of the exclusive interfacility franchise to CONTRACTOR makes available to the residents of COUNTY an efficient and cost effective interfacility non-emergency advanced life support/basic life support ambulance service; and

WHEREAS, COUNTY determines that the award of this exclusive contract for mental health act transportation services provides highest level care available to individuals who require this transport, while meeting the statutory requirements; and

WHEREAS, CONTRACTOR's representatives assure the COUNTY that CONTRACTOR continues to possess the requisite skills, managers, agents, and employees to perform all duties specified in this Contract, in full compliance with all applicable governmental regulations; and

WHEREAS, it is the purpose of this Contract to continue these exclusive services within Brevard County, Florida, according to the standards and specifications recited herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties mutually agree as follows:

SECTION 1a. RECITALS.

The above recitals are incorporated to this Contract by this reference.

SECTION 1b. APPLICABILITY OF PREVIOUSLY ADOPTED CONTRACT PROVISIONS

The provisions of this Contract are intended to supercede and completely replace all previously referenced adopted transport Contracts and amendments between the Parties for services performed after the date first written above. This Contract, including the exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire transport Contract between the Parties. To the extent that any issues of liability or indemnification arise out of CONTRACTOR's provision of services provided prior to the effective date of this Contract, the

indemnification, hold harmless, and/or insurance language included in the applicable transport contract or amendment effective at the time service was rendered shall continue to remain in effect. The Parties acknowledge that they fully reviewed this Contract and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of the Contract.

SECTION 2. TERM

The term of this Contract shall be for five (5) years, commencing on October 1, 2020 and shall terminate on September 30, 2025.

SECTION 3. RENEWAL

Either Party may request that the term of this Contract be extended after its initial term for an additional two (2) years. Any extension must be authorized by written amendment to this Contract, executed by both Parties prior to expiration of this initial term. In the event either Party intends to request an extension, written notice of said intent must be provided to the other Party at least ninety (90) days prior to the date for termination of the initial term of this Contract.

SECTION 4. DEFINITIONS

"Client" means any patient, facility requesting service, or other person other than COUNTY who is receiving the services of CONTRACTOR pursuant to the rates at Exhibit D.

"Contract Manager" as referenced herein is defined as the Brevard County Fire Chief or his/her designee.

"County" refers to the geographical boundaries of Brevard County, Florida.

"COUNTY" refers to the Board of County Commissioners of Brevard County, Florida, a Party to this Contract.

"Interfacility Ambulance Service" as referenced herein is defined to mean interfacility non-emergency advanced life support/basic life support ambulance service. It is accepted that some interfacility ambulance service by its very nature will require emergency transport.

"Interfacility transfer" or "interfacility transport" means the transportation of a patient by a medical transportation service as may be provided by Florida Statutes, Florida Administrative Code and standards, rules and regulations promulgated by COUNTY. (see Brevard County Code section 42-71; section 401.23, Florida Statutes; and Florida Administrative Code, Chapter 64E)

"Service Area" refers to a geographical area encompassing all of the area, including incorporated municipal jurisdictions, within Brevard County, Florida. The service area is the same for all services provided pursuant to this Contract.

SECTION 5. INTERFACILITY TRANSPORT SERVICES

Pursuant to the exclusive franchise given to CONTRACTOR, CONTRACTOR agrees to furnish interfacility ambulance service between medical facilities and between residences and medical facilities located within the Service Area on a twenty-four (24) hour per day, seven (7) days per week basis. CONTRACTOR agrees to perform in a manner, which will meet or exceed the performance parameters as outlined in Exhibit "A," which is attached and incorporated to this Contract by this reference. In addition to the performance parameters, CONTRACTOR also operates under a Patient Transport Policy which outlines which trips take precedence over others, assesses a priority to the patient's medical condition and outlines the procedures to be taken when the dispatcher cannot immediately accommodate the needs of the caller. This Policy is outlined in Exhibit "B," which is attached and incorporated to this Contract by this reference.

SECTION 6. BAKER ACT

Pursuant to the exclusive franchise given to CONTRACTOR, CONTRACTOR is authorized, and agrees to implement, operate and furnish appropriate transportation for individuals (hereinafter referred to as "Client(s)") who suffer from mental illness as defined by section 394.455(18), Florida Statutes, and/or Chapter 65E-5 of the Florida Administrative Code, to the nearest designated receiving facility as defined under Section 394.455 (26), Florida Statutes, or from a designated receiving facility to a designated treatment facility. With respect to transporting Clients to receiving facilities, the Parties understand that pursuant to section 394.462, Florida Statutes, COUNTY is only responsible for payment of transportation to the nearest initial receiving facility and that subsequent transport to other receiving facilities within Brevard County is not a COUNTY responsibility.

The above-described service by CONTRACTOR shall be provided in the service area. Within this service area, law enforcement has the option, at any time, of providing transportation to the nearest medical or mental health receiving facility when law enforcement determines it is in law enforcement's or the individual's best interest.

The term "transport for mentally ill Clients" shall include transportation of persons who, as a result of mental, emotional, or behavioral disorder, require involuntary evaluation and/or treatment at a designated receiving and treatment facility. When CONTRACTOR is on the scene and determines the Client needs medical treatment, transportation for mentally ill Clients to licensed medical facilities for necessary medical treatment will be provided by CONTRACTOR, provided that the appropriate medical transport (ambulance) is the on-scene unit. When

CONTRACTOR is not on-scene of an individual in need of immediate medical treatment, the individual shall be considered a medical patient and the local EMS agency shall be initiated for prompt response for treatment and/or transport to a medical facility.

The above-described service by CONTRACTOR shall include all transports for involuntary mentally ill Clients that originate within County, as authorized under Chapter 394, Florida Statutes, regardless of destination within the State of Florida. Such service shall not include transport for mentally ill Clients that originate outside of County, with a destination within County.

Transportation of a mentally ill Client for an involuntary examination that originates within County shall be upon request of such persons as authorized under section 394.463 (2)(a), Florida Statutes.

Transportation of voluntary Clients to designated treatment facilities must have prior authorization from the receiving facility before CONTRACTOR will transport the Client. A voluntary Client will not be transported out of the County unless able to provide advanced or guaranteed payment to CONTRACTOR for the transport.

Transport for mentally ill Clients may also include transportation between the Brevard County Detention Center and a designated receiving or treatment facility. However, authorized transportation under this paragraph does not include transportation of an inmate undergoing a psychological evaluation for competency or insanity defense purposes pursuant to Florida Rules of Criminal Procedure 3.210-3.219 nor does it include transportation of individuals placed under arrest for any criminal act. CONTRACTOR has the right to refuse a transport request from the Detention Center when the client is under a "hold order" (Client must be returned to the Detention Center).

SECTION 7. MARCHMAN ACT

Pursuant to the exclusive franchise given to CONTRACTOR, CONTRACTOR is authorized and agrees to implement, operate, and furnish appropriate transportation for Clients suffering from substance abuse, including alcohol and other drug abuse, as defined under section 397.311, Florida Statutes, within the County.

The above described service shall include the transportation for individuals suffering from substance abuse, [also hereinafter "Client(s)"] which transportation originates within the County, with a destination to the designated Detoxification Facility for the County, or in the case of juvenile Clients under the age of eighteen (18), with a destination to the District 7 Addictions Receiving Facility, currently in Orlando, Florida. Local law enforcement has the option, at any time, of providing transportation to the nearest medical or treatment facility when it is in law enforcement's or the individual's best interest. When CONTRACTOR is on-

scene and determines the Client needs medical treatment, transportation for Clients to licensed medical facilities for necessary medical treatment will be provided by CONTRACTOR, provided that the appropriate medical transport (ambulance) is the on-scene unit. When CONTRACTOR is not on-scene of an individual in need of immediate medical treatment, the individual shall be considered a medical patient and the local EMS agency shall be initiated for prompt response for treatment and/or transport.

Transportation of a substance abuse client shall only be upon the request of a law enforcement officer, a medical facility, or the COUNTY's Contract Manager or authorized designee.

The above described service by CONTRACTOR shall include transports for involuntary and voluntary substance abuse Clients that originate within the County, to the designated County Detoxification Facility. Such individuals must not be violent in nature and not incapacitated to the point of being non-ambulatory. An individual who is violent or non-ambulatory will be transported by law enforcement to a holding facility and held until accepted by a designated detox or treatment facility.

Transportation of voluntary substance abuse clients to treatment facilities must have prior authorization from the receiving facility before CONTRACTOR will accept the client for such transport. A voluntary substance abuse client will not be transported out of the County unless able to provide advanced or guaranteed payment to CONTRACTOR.

SECTION 8. SPECIAL EVENT/STANDBY

COUNTY authorizes and CONTRACTOR agrees, to furnish special event or standby ambulance service within the Service Area, on an as-needed basis and fee for service basis. In such situations, CONTRACTOR will not bill COUNTY, but will seek reimbursement from the Client (sponsor of the event) pursuant to Exhibit "D".

SECTION 9. ADDITIONAL RESPONSE

9.1 If CONTRACTOR has an ambulance available, CONTRACTOR shall respond to emergency ambulance calls only as directed by the Brevard County 911 Dispatch Center (hereinafter "Dispatch") as a mutual aid request from Brevard County. In such situations, CONTRACTOR will not bill COUNTY, but will seek reimbursement from the Client pursuant to Exhibit "D".

9.2 A medical facility may also request CONTRACTOR to perform Advanced Life Support or Basic Life Support (ALS/BLS) transport for patients, which do not require 911 responses, but do require an expedited response for a possible emergent medical condition. If CONTRACTOR has an ambulance available, CONTRACTOR should make an effort to respond to the expedited request as soon as possible but not at the expense of existing 911 transport requests. The

COUNTY recognizes that the CONTRACTOR may not always have a vehicle readily available to meet the medical facility's expedited response request and that excessive requests for expedited service can create a system wide adverse impact on the CONTRACTORS ability to respond to other pending ambulance calls. The COUNTY, in partnership with the CONTRACTOR and requesting medical facilities, will work to ensure that the Patient Transport Standards are the primary tool used to assure the best utilization of CONTRACTORS assets to maximize a fair and impartial delivery of services. In such situations, CONTRACTOR will not bill COUNTY, but will seek reimbursement from the Client pursuant to Exhibit "D".

9.3. Public Safety Support. In certain situations, COUNTY may request assistance from CONTRACTOR with the transport of individuals from their location to a designated shelter, and return, usually in response to a COUNTY declared emergency such as, but not limited to, a hurricane, a fire, etc. These requests typically coordinate through COUNTY's emergency support function (ESF 1) in the comprehensive emergency management plan. In this situation, CONTRACTOR will bill COUNTY's Emergency Management Department pursuant to the rates at Exhibit D for such transport in a manner that complies with all COUNTY documentation requirements. The Parties may agree to CONTRACTOR assistance with other similar type situations, and an email from the Fire Chief of Brevard County Fire Rescue or the Director of Emergency Management is sufficient to invoke CONTRACTOR service under this paragraph.

9.5. Facility Evacuation. In certain situations, a hospital, nursing home or other similar type facility may require evacuation, and subsequent return, on a short notice. The facility or COUNTY may request CONTRACTOR assist in intra-facility transport of these patients. In such cases, CONTRACTOR will assist with the evacuation. CONTRACTOR will not invoice COUNTY, but will seek reimbursement from the Client pursuant to Exhibit "D".

SECTION 10. TRANSPORTATION SERVICES

CONTRACTOR shall furnish all above described transportation services for all the above-described Clients who require such service in County, on a twenty-four (24) hours per day, seven (7) days per week basis. Non-mandatory, out of County (OOC) transports shall be scheduled as is customary for interfacility transports.

SECTION 11. INTERPRETATION

Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Contract. Consequently, this Agreement shall not be more strictly or more harshly construed against either party as the drafter.

SECTION 12. COMPLIANCE WITH STATUTES AND/OR ADMINISTRATIVE CODE

CONTRACTOR agrees to maintain sufficient personnel and vehicles to provide all transport services contemplated under this Contract. All such personnel and vehicles shall comply with all provisions of Chapter 401, Florida Statutes, and Chapter 64J-2, Florida Administrative Code (FAC), and all other applicable standards, rules and regulations, including, but not limited to, those medical response standards established for the operation of interfacility non-emergency advanced life support/basic life support ambulance service (or successor statutes, codes, standards, etc.). At any given point in time, if any vehicle or such personnel fail to meet or comply with any of the requirements of Chapter 401 or Chapter 64J-2, FAC, as set out above, then such vehicle or personnel shall not be used to provide services under this Contract until there is full compliance.

SECTION 13. TRANSPORTATION VEHICLES

CONTRACTOR shall maintain sufficient vehicles staffed by sufficient personnel, pursuant to the provision of Chapters 394 and 397, Florida Statutes, to provide the necessary Marchman/Baker Act transportation services contemplated under this Contract. CONTRACTOR shall perform all Marchman/Baker Act transportation services in a manner, which will meet or exceed the response parameters as outlined in Exhibit "C," which is attached and incorporated to this Contract by this reference. CONTRACTOR, in executing this Contract, affirmatively represents it will also comply with the requirements of Chapters 65E-5 and 65E-14, FAC, when providing Marchman/Baker Act transportation services.

All vehicles utilized by CONTRACTOR in the performance of this Contract shall be properly identified as vehicles of CONTRACTOR, so that such vehicles can be distinguished from those operated by the COUNTY, or other organizations within Brevard County, Florida.

COUNTY shall have the right to inspect, in accordance with Chapter 64J-2, Florida Administrative Code (and/or any successor laws, statutes, ordinances, and standards relating to the standards and requirements ambulances must meet in order to lawfully operate in Brevard County), all vehicles used by CONTRACTOR in providing any and all transportation services under this Contract. COUNTY shall have the right to conduct an inspection of each vehicle at least two (2) times per year without notice to CONTRACTOR. COUNTY may also conduct an inspection of an ambulance if there is any reason to believe, or any report or complaint suggests, the ambulance is not in compliance with the above laws, regulatory standards, or codes.

SECTION 14. REPORT

CONTRACTOR shall, by the tenth of each month, furnish to COUNTY's Contract Manager a monthly report regarding activity, which report shall include reasonable information from the previous month's service as requested or required by the Contract Manager. Further, CONTRACTOR shall generate, and submit to the appropriate agencies, all other reports required by Florida Statutes, or other applicable governmental regulation.

SECTION 15. COMMUNICATION SYSTEM

CONTRACTOR shall maintain a communication system with the capability of accepting calls and dispatching response vehicles on a twenty-four (24) hours per day, seven (7) days per week basis during the term of this Contract.

SECTION 16. INSURANCE

CONTRACTOR shall obtain professional liability/malpractice insurance, providing for the payment of damages for injury to, or death of, any individual resulting from any cause for which CONTRACTOR, its officers, agents or employees would be liable on account of liability imposed on them by law. CONTRACTOR shall maintain professional liability insurance policy in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four (4) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The CONTRACTOR shall provide and maintain at all times Worker's Compensation insurance as required by Florida statutes. The CONTRACTOR shall provide and maintain Employers Liability insurance in the minimum amount of one million dollars (\$1,000,000) combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this Contract, and Errors & Omissions.

Further, CONTRACTOR shall provide and maintain liability auto insurance, issued by an insurance company licensed to do business in the State of Florida, providing coverage for injury to, or death of, individuals in any accident involving CONTRACTOR vehicles, resulting from any cause for which the owner of said vehicles, or CONTRACTOR, or the driver of the vehicle would be liable on the account of liability imposed on them by law, regardless of whether the vehicle was driven by CONTRACTOR, its agents, or its employees. Auto Liability Insurance policy with includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence.

CONTRACTOR shall provide Certificates of Insurance to the COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. The Certificates of Insurance for general liability and auto liability shall indicate that the policies have been endorsed to cover COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the COUNTY.

All above related insurance policies shall be placed with an acceptable insurance company having a minimum Alfred M. Best Company, New York, latest edition, general policyholder rating of "A-", and a minimum financial rating of "Class VIII" or better.

All insurance policy premiums shall be paid by CONTRACTOR, and shall be maintained at all times during the term of this Contract without cost or expense to the COUNTY. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of CONTRACTOR under the terms of the Contract. Subcontractor's insurance shall be the responsibility of CONTRACTOR.

All insurance policies shall be submitted to the COUNTY for approval at least ten (10) days prior to commencement of operation by CONTRACTOR under this Contract. Satisfactory evidence that such insurance is, at all times, in force and effect shall be furnished to the COUNTY in such form as the COUNTY may specify.

Every insurance policy required herein shall contain provisions for continual liability thereunder for the full amount thereof, notwithstanding any recovery thereon; that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insurer or the insured; and that until the policy is revoked, the insurance company will not be relieved of liability on account of non-payment of premium or any act or omission of the named insured. Such policies of insurance shall be further conditioned for the payment of any judgment up to the limits of the policy recovered against any person other than CONTRACTOR, its agents or employees, who may operate a vehicle with the consent or acquiescence of CONTRACTOR. Every insurance policy required hereunder shall extend for the term of this Contract, and the insurer shall be obligated to give not less than thirty (30) days written notice to the COUNTY and to the insured before any cancellation or termination thereof earlier than its expiration date. The cancellation or termination of any such policy shall automatically revoke and terminate the licenses issued for the vehicles covered by such policy unless another insurance policy complying with the provisions of this Section shall be provided and be in effect at the time of such cancellation or termination.

SECTION 17. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform and render all services described in this Contract as an independent contractor. None of CONTRACTOR's staff, employees, officers, etc., shall be considered to be an agent, employee, or representative of COUNTY at any time for any purpose.

SECTION 18. COMPENSATION

CONTRACTOR shall comply with, and follow, the per transport rate schedule for charging Clients for the furnishing of interfacility ambulance transport service and mutual aid as set forth in Exhibit "D," which is attached to this Contract, incorporated herein, and made a part hereof. The Parties agree that CONTRACTOR's mileage and oxygen rates throughout the life of the Contract will never exceed BCFR's Brevard County Fire Rescue's rate. The Parties agree and understand that CONTRACTOR charges a one (1)-hour minimum charge for all wait time. The Parties agree that the Exhibit D are subject to change based on changes made by Medicare or by CONTRACTOR's Ambulance Franchise Contract with Brevard County and will be automatically updated in CONTRACTOR's billing database on the effective date of each change.

CONTRACTOR may request, at any time, that the above Exhibit "D" rates be considered for reduction, increase, or otherwise modified. All rates are subject to review and approval by the COUNTY.

COUNTY shall pay CONTRACTOR, as compensation for ensuring the availability of transportation services for Marchman/Baker Act Clients as provided under this Contract, the amounts as set forth in Exhibit "E," which is attached and incorporated to this Contract, by this reference. CONTRACTOR shall have no other right of compensation or reimbursement from the COUNTY under this Contract for Marchman/Baker Clients except as set out in Exhibit "E."

The Parties shall have the right to request negotiation of the Exhibit "E" rates at the completion of the first two (2) years of this Contract, at the completion of the fifth year of the Contract, and/or prior to the commencement of the two (2) year renewal, should the Parties agree to extend the term for the additional term as outlined in Section 3 of this Contract. COUNTY shall have the right to request call volume from CONTRACTOR as part of this process.

SECTION 19. REQUEST FOR PAYMENT

All requests for payment submitted by CONTRACTOR shall be forwarded to the Contract Manager or the Contract Manager's designated representative for approval of payment and processing. COUNTY may hold or delay any monthly payment and future payments to CONTRACTOR until any monthly report required and due under Section 14 is received. The monthly payments received by CONTRACTOR are made to ensure that CONTRACTOR maintains

an appropriate number of crews in service to meet performance parameters and ensure their ability to respond within the parameters. Payments shall otherwise be made to CONTRACTOR by County Finance according to the Brevard County Administrative Order AO-33 (copy available upon request) and the Florida Prompt Payment Act.

CONTRACTOR shall make all good faith and reasonable efforts to collect payment from both the Client serviced, the Client's family or guardian and the Client's insurance company, where applicable. CONTRACTOR shall maintain and provide the COUNTY with appropriate records of all such collection efforts and an accounting of monies collected on behalf of the Clients serviced or monies received from third parties on their behalf. The information concerning monies collected each month shall be included in the monthly report for each month. CONTRACTOR shall have the right to bill Clients for and retain all funds collected pursuant to this paragraph.

SECTION 20. AUDITING, RECORDS AND INSPECTION

a. In performance of this Contract, CONTRACTOR shall keep books, records, and accounts of all activities related to this CONTRACT in compliance with generally accepted accounting procedures.

b. All documents, papers, books, records and accounts made or received by CONTRACTOR in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the CONTRACTOR's records related to this Contract at any time during the performance of this Contract and for a period of five (5) years after final payment is made, or otherwise required by law. CONTRACTOR shall retain all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes.

c. All records or documents created by or provided to CONTRACTOR by COUNTY in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. It is CONTRACTOR'S duty to identify any information in records created by CONTRACTOR which it deems is exempt or confidential from public records laws under Florida or federal law and identify the statute number which requires the information be held exempt. All records stored electronically must be provided to COUNTY in a format compatible with the technology systems of the COUNTY.

d. Both Parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. The CONTRACTOR agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the CONTRACTOR, to include emails, email addresses, a copy of this contract, and any supporting

documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

e. "Public Records" are defined as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." (see section 119.011(12), Florida Statutes).

f. Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by COUNTY, or CONTRACTOR related to the performance of the services under this Contract, do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by CONTRACTOR or COUNTY- must be provided to anyone making a public records request. It will be CONTRACTOR'S duty to identify any information in records created by CONTRACTOR which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

g. CONTRACTOR shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the CONTRACTOR does not transfer the records to COUNTY. In lieu of retaining all public records upon termination of this Contract, CONTRACTOR may transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR. If CONTRACTOR transfers all public records to COUNTY upon termination of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

h. Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to COUNTY. CONTRACTOR shall direct individuals requesting public records to the public records custodian listed below. If COUNTY does not possess the requested records, COUNTY shall immediately notify CONTRACTOR of the request and if CONTRACTOR possesses the records, CONTRACTOR must provide the records to COUNTY or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so COUNTY can comply with the requirements of section 119.07, Florida Statutes. CONTRACTOR may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated by this reference. A copy of AO-47 is available upon request from COUNTY's public records custodian designated below.

j. Should COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by CONTRACTOR to COUNTY which CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, CONTRACTOR agrees to indemnify COUNTY for all damages and expenses, including attorney's

fees and costs. CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of COUNTY as well as CONTRACTOR in defending such action. CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.

k. Should CONTRACTOR fail to provide the public records, within CONTRACTOR's possession and control, to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes, including civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. CONTRACTOR's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

l. CONTRACTOR shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if CONTRACTOR does not transfer the records to COUNTY.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS c/o PAMELA BARRETT, 1040 FLORIDA AVENUE SOUTH, ROCKLEDGE, FLORIDA 32955, (321)633-2056.

SECTION 21. DEFAULT/VIOLATION

In the event CONTRACTOR shall default under any of the provisions specified in this Contract, or violate any standard specified herein, or any other law, regulation, rule, or protocol applicable to the furnishing of either ambulance transportation services, or the transportation services for mentally ill or substance abuse Clients, COUNTY shall have the right after notice to terminate this Contract. COUNTY's Contract Manager shall furnish to CONTRACTOR written notice of any such default or violation, and CONTRACTOR shall have thirty (30) days from the receipt of said notice to correct or remedy such default or violation. In the event such violation

is not corrected, or such default is not remedied, within said thirty (30) day period, or is of such a nature that it cannot be corrected or remedied, this Contract shall be immediately thereafter terminated.

Provided that no such violations have been left uncorrected and that CONTRACTOR has not sustained any periods/patterns of poor performance that could lead to the termination of this Contract as noted above, COUNTY shall preserve the exclusivity of the franchise and this contract during the term of the Contract. As the COUNTY requires that CONTRACTOR adhere to mandatory published performance standards, deliver Marchman/Baker Act transportation services that are provided typically at a financial loss to CONTRACTOR, support Brevard County Fire Rescue through mutual aid and support Brevard County Emergency Operations countywide during disasters of any kind, it is recognized that significant capital investments have been made to support such operations and that granting any additional ambulance Certificates of Public Convenience and Necessity (COPCN) would be financially detrimental to CONTRACTOR and negatively impact CONTRACTOR's ability to deliver these critical support services. Thus, to prevent fragmentation of Emergency Medical Services (EMS) services during an emergency, ensure the reliability and availability of Marchman/Baker Act transportation services, and maximize disaster planning and coordination efforts, COUNTY will preserve the exclusive nature of this Contract for the duration of this Contract as long as CONTRACTOR's services are provided in accordance with the performance standards contained herein and any potential competitor will be required to provide proof of failure to deliver services in accordance with the standards directed by this Contract.

SECTION 22. PERFORMANCE

In its performance under this Contract, CONTRACTOR shall be responsible to the Contract Manager or the Contract Manager's designated representative. With respect to issues regarding performance under this Contract, CONTRACTOR shall respond to the inquiries of, and be accountable to, the COUNTY's Contract Manager. In addition, CONTRACTOR shall provide the Contract Manager with statistical performance reports for non-emergency ambulance and Marchman/Baker transport services on a quarterly basis. These reports will include, at a minimum, the number of urgent, routine and pre-scheduled Advanced Life Support and Basic Life Support (ALS/BLS) ambulance transports performed, the number of Marchman/Baker Act transports performed (by priority category) and the percentage of services delivered that were performed on-time per the performance parameters directed by this Contract.

SECTION 23. MODIFICATIONS

Any alterations, variations, changes, expansions, modifications, or waivers of this Contract shall only be valid when they have been reduced to writing, and duly executed by both of Parties.

SECTION 24. ASSIGNABILITY

CONTRACTOR shall not assign or transfer any interest in this Contract without the prior written consent of COUNTY.

SECTION 25. JURISDICTION, VENUE AND CHOICE OF LAW

All questions pertaining to the validity and interpretations of this Contract shall be determined in accordance with the laws of the State of Florida. Any legal action by either Party against the other concerning this Contract shall be filed in Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action. Both Parties agree to waiver of any right to trial by jury.

SECTION 26. ATTORNEY'S FEES AND COSTS

In the event of any litigation between the Parties arising out of this Contract, each party will bear its own attorney's fees and costs.

SECTION 27. SEVERABILITY

If any section, paragraph, sentence, clause, phrase, or word of this Contract, is for any reason held by a Court to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Contract. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

SECTION 28. INDEMNIFICATION/HOLD HARMLESS

CONTRACTOR shall hold COUNTY harmless against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to property of any kind (loss of use of any property or assets resulting therefrom), arising out of or resulting from the performance of the products or services for which COUNTY is contracting hereunder, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of CONTRACTOR, or any of their agents or employees, including subcontractors. CONTRACTOR agrees to fully indemnify COUNTY and pay the cost of COUNTY's legal defenses, including fees of attorneys as may be selected by COUNTY, for all claims described in the hold harmless clause above. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the Parties that specific consideration has been received under this Contract for this hold harmless/indemnification provision. In agreeing to this indemnification/hold harmless provision, nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of COUNTY. COUNTY does not intend to waive

any defense or limit of sovereign immunity to which it may be entitled under section 768.28, Florida Statutes, or as otherwise provided by law. This indemnification and hold harmless section and any other provisions necessary to implement this section shall survive expiration or termination of this Contract.

SECTION 29. WAIVER

COUNTY may waive performance of any duty or requirement under this Contract; however, no waiver shall be effective or enforceable between the Parties unless the COUNTY has confirmed the waiver in writing. A waiver of any given duty or requirement shall not be considered or construed to waive the future performance of the same or any other duty or requirement.

SECTION 30. NOTICE

Notice under this Contract shall be given to COUNTY by mailing written notice by certified mail, postage prepaid, to the County Manager, 2725 Judge Fran Jamieson Way, Viera, FL, 32940, and notice shall be given to CONTRACTOR by mailing written notice by certified mail, postage prepaid, to the President, Coastal Health Systems of Brevard, Inc., Post Office Box 560386, Rockledge, FL, 32956-0386. Notice shall be deemed effective upon receipt.

SECTION 31. SCRUTINIZED COMPANIES

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to section 287.135, Florida Statutes, COUNTY may immediately terminate this Contract at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

B. If this Contract is for more than one million dollars, CONTRACTOR further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, Florida Statutes.

C. Pursuant to section 287.135, Florida Statutes, COUNTY may immediately terminate this Contract at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.

D. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

E. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

SECTION 32. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall provide acceptable evidence of their enrollment at the time of the submission of the CONTRACTOR's bid. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

B. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

C. CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.

D. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.

E. A CONTRACTOR who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify program, CONTRACTOR hires or employs a person who is not eligible for employment.

F. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION 33. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SECTION 34. TERMINATION OF CONTRACT FOR CAUSE

COUNTY may terminate this contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract, or failure to fulfill its performance obligations pursuant to this contract, provided that COUNTY shall give CONTRACTOR written notice specifying CONTRACTOR's failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then COUNTY may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice.

CONTRACTOR may exercise any rights available to it under Florida law to terminate for cause upon the failure of COUNTY to comply with the terms and conditions of this Contract, provided that the CONTRACTOR shall give COUNTY written notice specifying COUNTY's failure and a reasonable opportunity for COUNTY to cure the defect.

SECTION 35. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

COUNTY may terminate this Contract at any time by giving thirty (30) days written notice to CONTRACTOR of such termination or negotiating with CONTRACTOR an effective date.

CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

SECTION 36. OWNERSHIP

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by CONTRACTOR in connection with the performance of the services contracted for herein shall become the property of COUNTY, and shall, upon request, be

returned by CONTRACTOR to COUNTY, at CONTRACTOR's expense, at termination or expiration of this contract.

All records, reports, documents and other material delivered or transmitted to CONTRACTOR by COUNTY shall remain the property of COUNTY and shall be returned by CONTRACTOR to COUNTY at CONTRACTOR's expense, at termination or expiration of this contract.

SECTION 37. PERFORMANCE BOND

CONTRACTOR is not required to provide a Performance Bond (Surety Bond) to insure the successful performance under the terms and conditions of this Contract pursuant to 2 Code of Federal Regulations section 200.235, which only requires a bond for construction or facility improvement contracts exceeding the simplified acquisition threshold of \$150,000. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Florida domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Florida or owned by Florida residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Florida domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Florida.

SECTION 38. CONTRACT CONTROVERSIES

Contract controversies, remedies and breach are addressed in accord with COUNTY policies pursuant to Section 21, 25, 26, 34 and 35. Except as outlined herein, neither Party has waived any contractual or legal remedies that it may be entitled to in the case of a dispute.

SECTION 39. RIGHT TO AUDIT

The State Auditor General, State Division of Emergency Management, United States (US) Department of Homeland Security Office of Inspector General (DHS-OIG), Federal Emergency Management Act (FEMA) and federal auditors or State internal auditors shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose for (5) years after final payment.

SECTION 40. CLEAN AIR ACT

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to Florida Department of Environmental Management (FDEM), Federal Emergency Management Agency (FEMA), COUNTY, and the appropriate Environmental Protection Agency or County Regional Office.
3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SECTION 41. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

SECTION 42. CLEAN WATER ACT

CONTRACTOR agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Act (EPA) List of Violating Facilities.

SECTION 43. FEDERAL WATER POLLUTION CONTROL ACT

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 United States Code 1251 et seq.

2. CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the County Federal Emergency Management Agency (FEMA), COUNTY, and the appropriate Environmental Protection County Regional Office.

3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SECTION 44. ANTI-LOBBYING AND DEBARMENT ACT

CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

CONTRACTOR agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each CONTRACTOR or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

SECTION 45. SUSPENSION AND DEBARMENT

1. This Contract is a covered transaction for purposes of 2 Code of Federal Regulations (C.F.R.) part (pt.) 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).

2. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by CONTRACTOR. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of FL, the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

SECTION 46. BYRD ANTI-LOBBYING AMENDMENT, 31 UNITED STATES CODE SECTION 1352 (AS AMENDED)

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any COUNTY, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

SECTION 47. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA) designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

SECTION 48. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS officials without specific Federal Emergency Management Act (FEMA) pre- approval.

SECTION 49. COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that Federal Emergency Management Act (FEMA) financial assistance will be used to fund the contract only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

SECTION 50. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

SECTION 51. CONFLICTS OF INTEREST

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of this Contract, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds of this Contract. The CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed by CONTRACTOR.

SECTION 52. EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this CONTRACT because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 53. COUNTERPARTS AND AUTHORITY

This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives on the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Attest:

By:

Scott Ellis, Clerk

By:

Bryan Andrew Lober, Chair

As approved by the Board on 8-25-2020.

Reviewed for legal form and content:

Christine M. Schverak 08-11-2020

Christine M. Schverak,
Assistant County Attorney

COASTAL HEALTH SYSTEMS OF BREVARD, INC.

By:

William McCarthy, President/CEO

EXHIBIT "A"
INTERFACILITY TRANSPORT PERFORMANCE PARAMETERS

CONTRACTOR will meet the following **Performance Parameters** during the course of providing interfacility service delivery under the terms of the Contract:

Pre-scheduled transport	On-time, 90%
Non-scheduled, urgent	On-scene within two hours of call time, 90%
Non-scheduled, non-urgent	On-scene within four hours of call time, 90%

DEFINITIONS:

Pre-scheduled	Scheduled 24 hours in advance
Urgent	Same day request – time sensitive
Non-urgent	Same day request – not time sensitive

EXHIBIT "B"
COASTAL HEALTH SYSTEMS OF BREVARD, INC.
PATIENT TRANSPORT STANDARDS

During the term of the Contract, CONTRACTOR agrees to perform under the following patient standards, including Medical Response and Medical Conditions.

MEDICAL RESPONSE STANDARDS – (in order of precedence)

1. Emergency response and/or transfer: Any interfacility patient transport deemed as an emergency by a licensed healthcare provider due to the patient's immediate medical condition.
2. Mutual Aid 9-1-1 emergency response to an actual call requested by Brevard County Dispatch center, pending the availability of an uncommitted ambulance that is not in attendance of a patient.
3. Labor and Delivery patients in active labor, imminent birth or experiencing medical complications, to include Neonatal Intensive Care Unit (NICU) transports.
4. Marchman/Baker transports originating from a Law Enforcement agency.
5. Non-emergency interfacility patient transport from one hospital to another hospital within Brevard County, including Marchman/Baker transports from Emergency Rooms to a designated receiving facility. *
6. Non-emergency interfacility patient transport from non-medical facility to the closest medical facility within Brevard County. *
7. Non-emergency interfacility patient transport from medical facility to medical facility within Brevard County, including Marchman/Baker transports from inpatient mental health units or hospital floor. *
8. Non-emergency interfacility patient transport from medical facility to non-medical facility within Brevard County.
9. Non-emergency interfacility patient transport from non-medical facility to another non-medical facility within Brevard County.
10. Non-emergency interfacility patient transport from a Brevard County hospital to a hospital outside of Brevard County. *
11. Non-emergency interfacility patient transport from medical facility to a medical facility outside of Brevard County.

12. Non-emergency interfacility patient transport from medical facility to a non-medical facility outside of Brevard County.
13. Non-emergency interfacility patient transport from non-medical facility to a non-medical facility outside of Brevard County.
14. Ambulance standby as requested by Brevard County Dispatch center pending the availability of an uncommitted ambulance.
15. Moves of convenience.

* Those transports deemed urgent in nature may be elevated to a higher patient transport standard priority.

EMERGENCY is defined as the onset of an acute illness or accident that must have immediate medical attention and the immediate dispatch of an ambulance to a possible life-threatening medical condition.

An acute illness or injury, that if not treated in a reasonable time frame, could cause a body organ to fail or cause death or otherwise cause a patient to be unable to return to their normal life style. An emergency medical response may be an interfacility transfer, however this does not include a physician desire to expedite transport for non-medical reasons.

The patient may be classified as a medical/trauma red or medical/trauma yellow (unstable). CONTRACTOR may classify these transports as either "emergency/emergent/stat/urgent" transports.

NON-EMERGENCY is defined as a medical condition which is not life threatening and does not require immediate medical attention and is dictated by a non-emergent condition that does not require immediate ambulance response. A non-emergency may be a scheduled transfer.

The patient may be medical/trauma green (stable). CONTRACTOR may classify these transports as either "pre-scheduled/routine" transports.

MEDICAL FACILITY is defined as a nursing home, doctor's office, clinic or any facility, which employs a medical staff.

NON-MEDICAL FACILITY is defined as a residence, congregate living facility, airport or any building, which does not employ a medical staff.

PRE-SCHEDULED calls require a minimum of 24hours notice received a day(s) prior to the patient transport and shall be given priority for the same type of service over those requested on the same day of service.

EXHIBIT "C"
MARCHMAN/BAKER ACT TRANSPORT SERVICE PARAMETERS

CONTRACTOR will operate within the following service priorities and parameters:

MARCHMAN AND BAKER PRIORITIES

- Priority 1. Law enforcement with the patient.
- Priority 2. Transports coming from an Emergency Room.
- Priority 3. Transports from hospital rooms, detention center, inpatient mental health units, other stable environments*, ExParte and voluntary requests.
- Priority 4. Pre-scheduled transports with minimum of twenty-four (24) hours-notice, to include all out of county transports.

RESPONSE PARAMETERS

- Priority 1. On-scene one (1) hour from time of call's acceptance from the receiving facility, with a 90% on time benchmark.
- Priority 2. On-scene two (2) hours from time of call's acceptance from the receiving facility, with a 90% on time benchmark.
- Priority 3. On-scene four (4) hours from time of call's acceptance from the receiving facility, with a 90% on time benchmark.
- Priority 4. On-scene at the agreed upon time, with a 90% on time benchmark.

Additional Notations:

*For the purposes of this Contract, law enforcement administrative buildings or "precincts" are not considered stable environments.

Calls requiring longer than 15 minutes to approve by the receiving facility will not be factored as late transports.

Calls placed on hold by either the sending or receiving facility will result in a restart of the response time window.

Transports requiring special needs such as female crew for female juvenile will not be subjected to the response time window.

EXHIBIT "D"
CONTRACTOR PER TRANSPORT RATE SCHEDULE FOR CLIENTS

AMBULANCE TRANSPORTATION

Basic Life Support (BLS) Non-Emergency	\$383.00
Advanced Life Support (ALS) Non-Emergency	\$524.00
Basic Life Support (BLS) Emergency	\$713.00
Advanced Life Support (ALS) Emergency	\$765.00
Advanced Life Support (ALS)-2	\$838.00
Advanced Life Support-Specialty Care Transport (ALS-SCT)	\$1,201.00
Neonatal Emergency Transport	\$760.00
All Mileage	\$12.00 per mile
Oxygen	\$26.00 flat rate
Stand-By or Waiting Time	\$150.00 per hour or increment thereof

In addition to CONTRACTOR's primarily non-emergency inter-facility services, CONTRACTOR routinely renders ambulance services in response to facility requests that fall into the Center for Medicare and Medicaid Services (CMS) guidelines qualifying CONTRACTOR for reimbursement under the CMS code for Advanced Life Support (ALS) or Basic Life Support (BLS) Emergency based on the "immediate response" criteria. The current CMS definition for Emergency is not based on "lights and sirens," it is based on "immediate response". Under this Contract, CONTRACTOR will bill the ALS or BLS Emergency rates only when an immediate response is rendered following an inter-facility or 911 request and only when all other CMS criteria for this type of transport have been met.

SERVICE CHARGES for ADDITIONAL PERSONNEL/SPECIAL EQUIPMENT

- Stair Chair – Bariatric Hydraulic Stretcher Use – Lift Assist
- \$100 Additional Charge for each service / crew / equipment.

EXHIBIT "E"
MARCHMAN/BAKER ACT TRANSPORT ANNUAL RATE SCHEDULE

Years One (1) through Two (2) of the Contract

10/01/2020 through 09/30/2022	\$395,585
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Years Three (3) through Five (5) of the Contract

10/01/2022 through 09/30/2025	\$395,585
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Coastal
Health Systems of Brevard
ALS, BLS, SCT

May 14, 2020

Fire Chief Mark Schollmeyer
Director, Brevard County Fire-Rescue
1040 S. Florida Avenue
Rockledge, FL 32955

Dear Chief Schollmeyer, *Mark*

As you are aware, the initial term of our current franchise agreement will sunset on September 30, 2020 with a two-year extension available or the option to request a new agreement. We are required by the current agreement to give you a 90-day notice of our intentions. While we are a little bit early in making this request, considering the COVID-19 imbroglio we are all operating within and the published expectation of a potentially active hurricane season I felt that it was best to get our request before you for negotiation/acceptance and the Brevard County Commission for approval sooner than later. Accordingly, I am requesting a new five plus two-year (5+2) franchise agreement without any changes or modifications except for an updated rate sheet.

I know that you are very knowledgeable of our organization and its many years of uninterrupted service in support of the County and our healthcare providers and I trust that you have been as pleased with our operational performance as we are in serving the County and our constituents. Since 1988 we have held the exclusive franchise to deliver non-emergency Advanced and Basic Life Support Ambulance services under County (BCFR) oversight. I have personally lead Coastal for 20 years and in that time we have never been presented with a grievance regarding any element of our performance, to the contrary we have received numerous Commission Resolutions recognizing our achievements and status as a nationally accredited ambulance service. Our support of daily operations, hurricanes, and the current COVID-19 pandemic has always been rendered with the highest degree of professionalism and we have always been prepared to weather whatever storm comes our way. That level of professionalism will not waiver as we move from one contract term to the next.

To begin with, we recently received, accepted and signed the agreement modification language that you requested. Nothing in that request gave us any concern and the only thing that it really required us to do differently was begin to utilize E-verify for new employee verification. We will begin doing that immediately, thus we will be in full compliance with our current agreement so modified by the additional language. Additionally, we will not be requesting any increase in the Marchman/Baker Act subsidy from the allowance published in the current agreement.

Our current financial status remains very strong, and we have maintained a six-month (approximate, it varies up and down slightly throughout each year) cushion in reserve capital that will enable us to operate for an extended period of time without revenue, thus giving the County the comfort of knowing that financially we will remain fully capable of performing our services without interruption. Our performance relative to our franchise agreement response times is generally in excess of 97% on-time, well above the 90% on-time requirements mandated by the franchise agreement. Our response time statistics are shared with Chief Orlando Dominguez throughout the year as standard practice. We have been providing these services for a long time,

486 Gus Hipp Boulevard
Rockledge, FL 32955
Visit us at: www.coastalhealth.org

Administration: (321) 633-7050
Communications: (321) 631-1448
Fax: (321) 632-3005

Serving Brevard County Since 1988

we are ready and prepared for any disaster, and we will remain so if awarded the new agreement. In the past 20 years under my watch, Coastal has never failed to meet (and exceed) the performance requirements of the franchise agreement.

Organizationally, we remain unchanged from previous years. Coastal continues to receive its corporate oversight from the leadership of Brevard's two not-for-profit hospital systems, Health First and Parrish Medical Center. Our board of directors is comprised of hospital executives and community leaders nominated by the CEO's of HF and PMC. As you are likely aware, Wuesthoff Health Systems (now Steward) was always a member system and an equal part of our board of directors until they became part of a for-profit system in 2010. Our Articles of Incorporation and corporate By-laws do not allow for board membership except by other not-for-profit organizations, thus Wuesthoff Health Systems ceased being a member hospital system at the time that Wuesthoff transferred ownership.

The most important reason for our request for a new 5+2 agreement, rather than request the two-year extension is to reset our rates. As you are acutely aware, it has become very challenging to recruit, hire and retain new Paramedics and Emergency Medical Technicians. It seems like every healthcare provider, convention center and attraction like Disney and Universal now hires these professionals in lieu of nurses because they are in even tighter supply. Thus the cost to deliver our services is constantly increasing while a large percentage of our revenue is fixed (Medicare and Medicaid). Thus, we all need to maximize our revenue from insurance and all other non-federal or state funded revenue streams (Medicare/Medicaid).

I have attached a copy of our proposed rate increase for your consideration. We utilized a Florida Office of the Insurance Consumer Advocate presentation from February 2017 to establish our benchmark average rates for this renewal (see attached rate documentation). We obtained this report through our membership in the Florida Ambulance Association. We attempted to get an updated (to 2019) rate comparison but the cost for that report did not warrant obtaining it. This report provides the mean and median charges statewide that were documented in 2017. While we have endeavored to set our rates to the state averages for our most routinely used CMS AO-codes, we have set our rates for ALS and BLS (emergency) and ALS-2, (which we rarely are able to apply) to match your current BCFR rates so there will be no geographic area rate difference observed by CMS. Additionally, we will never ask for a rate that exceeds a BCFR rate for the same AO-code. One difference in this request from previous agreements is for the authorization to increase our rates up to but never in excess of the BCFR rates for mileage and oxygen if your rates change during the period of the agreement. All other base rates as presented on our requested rate sheet will remain in force throughout the term of the agreement.

I believe this summarizes the extent of our request and I am available to meet with you regarding this request at your convenience.

Sincerely,



William McCarthy
President & CEO

cc: EMS Chief Orlando Dominguez
Chris McAlpine, Coastal Board Chairman

Received

MAY 15 2020

Brevard County
Fire Rescue

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**AGREEMENT FOR INTERFACILITY AND
MARCHMAN/BAKER TRANSPORT SERVICES**

THIS AGREEMENT (Agreement) entered into this 6th day of October, 2015 by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County") and **COASTAL HEALTH SYSTEMS OF BREVARD, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "CHSB").

WITNESSETH:

WHEREAS, Chapter 71-556, Special Acts of Florida (1971), grants the Board of County Commissioners of Brevard County, Florida, the power to grant exclusive and non-exclusive franchises for the furnishing of emergency and non-emergency ambulance services in both incorporated and unincorporated areas of Brevard County, Florida; and

WHEREAS, Chapter 71-556, Special Acts of Florida (1971), grants the Board of County Commissioners of Brevard County, Florida, the option to exclude operation of ambulance services, both emergency and non-emergency, by any other governmental entity, municipality, person, firm, association or corporation in such areas as the County elects to grant exclusive franchises for the maintenance and operation of the business of providing emergency and non-emergency ambulance services; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, has exercised its option under Chapter 71-556, Special Acts of Florida (1971), to provide for the operation of exclusive ambulance services within the service area described in this Agreement; and

WHEREAS, CHSB currently holds both an exclusive interfacility transport franchise and an exclusive Marchman/Baker transport franchise granted by the County, within the service area described in this Agreement, according to the standards and specifications recited herein; and

WHEREAS, the Board of County Commissioners of Brevard County believes that having CHSB available for emergency back-up and mutual aid, as needed, as provided herein, constitutes a public benefit; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, has determined that the award of the exclusive interfacility franchise to CHSB makes available to the residents in the service area described in this Agreement an efficient and cost effective interfacility non-emergency advanced life support/basic life support ambulance service; and

WHEREAS, the award of the exclusive franchise to CHSB for the furnishing of interfacility non-emergency advanced life support/basic life support ambulance services was in conformity with the procedures set forth in Chapter 71-556, Special Acts of Florida (1971); and Section 125.01(1)(e), Florida Statutes; and

WHEREAS, CHSB representatives assure the County that CHSB continues to possess the requisite skills, managers, agents, and employees to perform all duties specified in this Agreement, in full compliance with all applicable governmental regulations; and

WHEREAS, it is the purpose of this Agreement to continue both exclusive franchises within the service and geographical area known as Brevard County, Florida, according to the standards and specifications recited herein; and

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, it is mutually agreed between the parties as follows:

SECTION 1. APPLICABILITY OF PREVIOUSLY ADOPTED AGREEMENT PROVISIONS:

The provisions of this Agreement are intended to supercede and completely replace all previously referenced adopted transport agreements and amendments between the parties. This Agreement, including the exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire transport Agreement between the parties. To the extent that any previously adopted transport agreement and/or amendment shall contain conflicting language, this Agreement shall control and all previously adopted transport agreement and amendment provisions, except for those relating to indemnification, hold harmless, and/or insurance, shall have no further effect. To the extent that any issues of liability or indemnification arise out of CHSB's provision of services provided prior to the effective date of this Agreement, the indemnification, hold harmless, and/or insurance language included in the applicable transport agreement/amendment effective at the time service was rendered shall continue to remain in effect.

SECTION 2. TERM:

The term of this Agreement shall commence on October 1, 2015 and shall terminate on September 30, 2020.

SECTION 3. RENEWAL:

Either party may request that the term of this Agreement be extended after its initial term for an additional two years. Any extension must be authorized by written amendment to this Agreement, executed by both parties prior to expiration of this initial term. In the event either party intends to request an extension, written notice of said intent must be provided to the other party at least ninety (90) days prior to the date for termination of the initial term of this Agreement.

SECTION 4. DEFINITIONS:

"Agreement Manager" as referenced herein is defined as the Brevard County Fire Chief or his/her designee.

"Interfacility Ambulance Service" as referenced herein is defined to mean interfacility non-emergency advanced life support/basic life support ambulance service. It is accepted that some interfacility ambulance service by its very nature will require emergency transport.

SECTION 5. INTERFACILITY TRANSPORT SERVICES:

Pursuant to the exclusive franchise given to CHSB, CHSB hereby agrees to furnish interfacility ambulance service between medical facilities and between residences and medical facilities located within the Service Area on a twenty-four (24) hour per day, seven (7) days per week basis. CHSB agrees to perform in a manner, which will meet or exceed the performance parameters as outlined in Exhibit "A," which is attached to this Agreement, incorporated herein, and made a part hereof. In addition to the performance parameters, CHSB also operates under a Patient Transport Policy which outlines which trips take precedence over others, assesses a priority to the patient's medical condition and outlines the procedures to be taken when the dispatcher cannot immediately accommodate the needs of the caller. This Policy is outlined in Exhibit "B," which is attached to this Agreement, incorporated herein, and made a part hereof.

SECTION 6. BAKER ACT:

Pursuant to the exclusive franchise given to CHSB, CHSB is hereby authorized, and hereby agrees to implement, operate and furnish appropriate transportation for individuals (hereinafter referred to as "Client(s)") who suffer from mental illness as defined by Section 394.455(18), Florida Statutes, and/or Chapter 65E-5 of the Florida Administrative Code, to the nearest designated receiving facility as defined under Section 394.455 (26), Florida Statutes, or from a designated receiving facility to a designated treatment facility. With respect to transporting Clients to receiving facilities, the parties hereto understand that pursuant to Section 394.462, Florida Statutes, the County is only responsible for payment of transportation to the nearest initial receiving facility and that subsequent transport to other receiving facilities within Brevard County is not a County responsibility.

The above-described service by CHSB shall be provided in the service area, which comprises all of Brevard County, Florida. Within this service area, law enforcement has the option, at any time, of providing transportation to the nearest medical or mental health receiving facility when law enforcement determines it is in law enforcement's or the individual's best interest.

The term "transport for mentally ill Clients" shall include transportation of persons who, as a result of mental, emotional, or behavioral disorder, require involuntary evaluation and/or treatment at a designated receiving and treatment facility. When CHSB is on the scene and determines the Client is in need of medical treatment, transportation for mentally ill Clients to licensed medical facilities for necessary medical treatment will be provided by CHSB, provided that the appropriate medical transport (ambulance) is the on-scene unit. When CHSB is not on-scene of an individual in need of immediate medical treatment, the individual shall be considered a medical patient and the local EMS agency shall be initiated for prompt response for treatment and/or transport to a medical facility.

The above-described service by CHSB shall include all transports for involuntary mentally ill Clients that originate within the County, as authorized under Chapter 394, Florida Statutes, regardless of destination within the State of Florida. Such service shall not include transport for mentally ill Clients that originate outside of the County, with a destination within the County.

Transportation of a mentally ill Client for an involuntary examination that originates within the County shall be upon request of such persons as authorized under Section 394.463 (2) (a), Florida Statutes.

Transportation of voluntary Clients to designated treatment facilities must have prior authorization from the receiving facility before CHSB will transport the Client. A voluntary Client will not be transported out of the County unless able to provide advanced or guaranteed payment to CHSB for the transport.

Transport for mentally ill Clients may also include transportation between the County Detention Center and a designated receiving or treatment facility. However, authorized transportation under this paragraph does not include transportation of an inmate undergoing a psychological evaluation for competency or insanity defense purposes pursuant to Fla. R. Crim. Proc. 3.210-3.219 nor does it include transportation of individuals placed under arrest for any criminal act. CHSB has the right to refuse a transport request from the Detention Center when the client is under a "hold order" (Client must be returned to the Detention Center).

SECTION 7. MARCHMAN ACT:

Pursuant to the exclusive franchise given to CHSB, CHSB is hereby authorized and agrees to implement, operate, and furnish appropriate transportation for Clients suffering from substance abuse, including alcohol and other drug abuse, as defined under Section 397.311, Florida Statutes, within the County.

The above described service shall include the transportation for individuals suffering from substance abuse, [also hereinafter "Client(s)"] which transportation originates within the County, with a destination to the designated Detoxification Facility for the County, or in the case of juvenile Clients under the age of eighteen (18), with a destination to the District 7 Addictions Receiving Facility, currently in Orlando, Florida. Local law enforcement has the option, at any time, of providing transportation to the nearest medical or treatment facility when it is in law enforcement's or the individual's best interest. When CHSB is on-scene and determines the Client is in need of medical treatment, transportation for Clients to licensed medical facilities for necessary medical treatment will be provided by CHSB, provided that the appropriate medical transport (ambulance) is the on-scene unit. When CHSB is not on-scene of an individual in need of immediate medical treatment, the individual shall be considered a medical patient and the local EMS agency shall be initiated for prompt response for treatment and/or transport.

Transportation of a substance abuse client shall only be upon the request of a law enforcement officer, a medical facility, or the County's Agreement Manager or authorized designee.

The above described service by CHSB shall include transports for involuntary and voluntary substance abuse Clients that originate within the County, to the designated County Detoxification Facility. Such individuals must not be violent in nature and not incapacitated to the point of being non-ambulatory. An individual who is violent or non-ambulatory will be transported by law enforcement to a holding facility and held until accepted by a designated detox or treatment facility.

Transportation of voluntary substance abuse clients to treatment facilities must have prior authorization from the receiving facility before CHSB will accept the client for such transport. A voluntary substance abuse client will not be transported out of the County unless able to provide advanced or guaranteed payment to CHSB.

SECTION 8. SPECIAL EVENT/STANDBY:

CHSB is hereby authorized, and hereby agrees, to furnish special event or standby ambulance service within the Service Area, on an as-needed basis and fee for service basis.

SECTION 9. ADDITIONAL RESPONSE:

If CHSB has an ambulance available, CHSB shall respond to emergency ambulance calls only as directed by the Brevard County 911 Dispatch Center. CHSB may also be requested by a medical facility to perform ALS or BLS transport for patients, which do not require 911 responses, but do require an immediate response for a possible emergent medical condition. In addition, CHSB shall provide and respond to mutual aid requests from municipalities in Brevard County as directed by Brevard County. CHSB shall provide copies of any and all mutual aid agreements to which CHSB is a party; in effect at the time CHSB executes this Agreement at the same time it delivers this Agreement, executed by CHSB to the County. In addition, should CHSB sign any mutual aid agreements with any entity after CHSB's execution of this agreement, CHSB shall forward a copy of such additional mutual aid agreement(s) to the Agreement Manager within five (5) days of its execution of such agreement.

SECTION 10. TRANSPORTATION SERVICES:

CHSB shall furnish all above described transportation services for all the above-described Clients who require such service in the County, on a twenty-four (24) hours per day, seven (7) days per week basis. Non-mandatory, out of County (OOC) transports shall be scheduled as is customary for interfacility transports.

SECTION 11. SERVICE AREA:

For the purpose of all services provided pursuant to this Agreement, the geographical area ("Service Area") encompasses all of the area, including incorporated municipal jurisdictions, of Brevard County, Florida.

SECTION 12. COMPLIANCE WITH STATUTES AND/OR ADMINISTRATIVE CODE:

CHSB hereby agrees to maintain sufficient personnel and vehicles to provide all transport services contemplated under this Agreement. All such personnel and vehicles shall comply with all provisions of Chapter 401, Florida Statutes, and Chapter 64J-2, Florida Administrative Code (FAC), and all other applicable standards, rules and regulations, including, but not limited to, those medical response standards established for the operation of interfacility non-emergency advanced life support/basic life support ambulance service (or successor statutes, codes, standards, etc.). At any given point in time, if any vehicle or such personnel fail to meet or comply with any of the requirements of Chapter 401 or Chapter 64J-2, FAC, as set out above, then such vehicle or personnel shall not be used to provide services under this Agreement until there is full compliance.

SECTION 13. TRANSPORTATION VEHICLES:

CHSB shall maintain sufficient vehicles staffed by sufficient personnel, pursuant to the provision of Chapters 394 and 397, Florida Statutes, to provide the necessary Marchman/Baker Act transportation services contemplated under this Agreement. CHSB shall perform all Marchman/Baker Act transportation services in a manner, which will meet or exceed the response parameters as outlined in Exhibit "C," which is attached to this Agreement, incorporated herein, and made a part hereof. CHSB, in executing this Agreement, affirmatively represents it will also comply with the requirements of Chapters 65E-5 and 65E-14, FAC, when providing Marchman/Baker Act transportation services.

All vehicles utilized by CHSB in the performance of this Agreement shall be properly identified as vehicles of CHSB, so that such vehicles can be distinguished from those operated by the County, or other organizations with Brevard County, Florida.

The County shall have the right to inspect, in accordance with Chapter 64J-2, Florida Administrative Code (and/or any successor laws, statutes, ordinances, and standards relating to the standards and requirements ambulances must meet in order to lawfully operate in Brevard County), all vehicles used by CHSB in providing any and all transportation services under this Agreement. The County shall have the right to conduct an inspection of each vehicle at least two (2) times per year without notice to CHSB. The County may also conduct an inspection of an ambulance if there is any reason to believe, or any report or complaint suggests, the ambulance is not in compliance with the above laws, regulatory standards, or codes.

SECTION 14. REPORT:

CHSB shall, by the tenth of each month, furnish to the County's Agreement Manager a monthly report regarding activity, which report shall include reasonable information from the previous month's service as requested or required by the Agreement Manager. Further, CHSB shall generate, and submit to the appropriate agencies, all other reports required by Florida Statutes, or other applicable governmental regulation.

SECTION 15. COMMUNICATION SYSTEM:

CHSB shall maintain a communication system with the capability of accepting calls and dispatching response vehicles on a twenty-four (24) hours per day, seven (7) days per week basis during the term of this Agreement.

SECTION 16. INSURANCE:

CHSB shall keep in force and at all times maintain the following insurance coverages during the term of this Agreement:

- a. **Professional Liability Insurance:** Professional Liability insurance with a minimum of one million dollars (\$1,000,000.00).
- b. **General Liability Insurance:** General Liability insurance with a minimum combined single limits of one million dollars (\$1,000,000.00) for Bodily Injury, Property Damage, Personal Injury and Advertising Injury.
- c. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of one million dollars (\$1,000,000.00) combined single limit for Bodily Injury and Property Damage.
- d. **Workers' Compensation and Employers Liability Insurance:** Providing coverage for all CHSB employees, with limits of insurance consistent with those required by state statute, including Employers Liability limits of \$100,000.00.

All above related insurance policies shall be placed with an acceptable insurance company having a minimum Alfred M. Best Company, New York, latest edition, general policyholder rating of "A", and a minimum financial rating of "VI".

All insurance policy premiums shall be paid by CHSB, and shall be maintained at all times during the term of this Agreement without cost or expense to the County.

All insurance policies shall be submitted to the County for approval at least ten (10) days prior to commencement of operation by CHSB under this Agreement. Satisfactory evidence that such insurance is, at all times, in force and effect shall be furnished to the County in such form as the County may specify.

Every insurance policy required herein shall contain provisions for continual liability thereunder for the full amount thereof, notwithstanding any recovery thereon; that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insurer or the insured; and that until the policy is revoked, the insurance company will not be relieved of liability on account of non-payment of premium or any act or omission of the named insured. Such policies of insurance shall be further conditioned for the payment of any judgment up to the limits of the policy recovered against any person other than CHSB, its agents or employees, who may operate a vehicle with the consent or acquiescence of CHSB. Every insurance policy required hereunder shall extend for the term of this Agreement, and the insurer shall be obligated to give not less than thirty (30) days written notice to the County and to the insured before any cancellation or termination thereof earlier than its expiration date. The cancellation or termination of any such policy shall automatically revoke and terminate the licenses issued for the vehicles covered by such policy unless another insurance policy complying with the provisions of this Section shall be provided and be in effect at the time of such cancellation or termination.

SECTION 17. INDEPENDENT CONTRACTOR:

CHSB shall perform and render all services described in this Agreement as an independent contractor. None of CHSB's staff, employees, officers, etc., shall be considered to be an agent, employee, or representative of Brevard County at any time for any purpose.

SECTION 18. COMPENSATION:

CHSB shall comply with, and follow, the rate schedule for the furnishing of interfacility ambulance transport service and mutual aid as set forth in Exhibit "D," which is attached to this Agreement, incorporated herein, and made a part hereof.

CHSB may request, at any time, that the above listed user rates be considered for reduction, increase, or otherwise modified. All rates are subject to review and approval by the Board of County Commissioners of Brevard County, Florida.

The County shall pay CHSB, as compensation for ensuring the availability of transportation services for Marchman/Baker Act Clients as provided under this Agreement, the amounts as set forth in Exhibit "E," which is attached to this Agreement, incorporated herein, and made a part hereof. CHSB shall have no other right of compensation or reimbursement from the County under this Agreement for Marchman/Baker Clients except as set out in Exhibit "E."

CHSB and the County shall have the right to request negotiation of the above described compensation for Marchman/Baker Act transportation services with the County at the completion of the first two (2) years of this agreement, at the completion of the fifth year of the agreement, and/or prior to the commencement of the two (2) year renewal, should the parties hereto agree to extend the term for the additional term as outlined in Section 3 of this Agreement.

SECTION 19. REQUEST FOR PAYMENT:

All requests for payment submitted by CHSB shall be forwarded to the Agreement Manager or the Agreement Manager's designated representative for approval of payment and processing. Any monthly payment and future payments to CHSB may be held or delayed until any monthly report required and due under Section 14 is received. The monthly payments received by CHSB are made to ensure that CHSB maintains an appropriate number of crews in service to meet performance parameters and ensure their ability to respond within the parameters.

CHSB shall make all good faith and reasonable efforts to collect payment from both the Client serviced, the Client's family or guardian and the Client's insurance company, where applicable. CHSB shall maintain and provide the County with appropriate records of all such collection efforts and an accounting of monies collected on behalf of the Clients serviced or monies received from third parties on their behalf. The information concerning monies collected each month shall be included in the monthly report for each month. CHSB shall have the right to retain all monies collected pursuant to this paragraph.

SECTION 20. AUDITING, RECORDS AND INSPECTION:

In the performance of this Agreement, the CHSB and the County shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of each office and shall be retained by CHSB and the County for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this

Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Section 401.30, Florida Statutes.

The County and CHCB agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.

Upon a request for public records related to this Agreement, the County or CHCB, as the case may be, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County or CHCB, as the case may be.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County under this Agreement shall be subject to copyright by CHCB in the United States or any other country.

SECTION 21. DEFAULT/VIOLATION:

In the event CHSB shall default under any of the provisions specified in this Agreement, or violate any standard specified herein, or any other law, regulation, rule, or protocol applicable to the furnishing of transportation services for mentally ill or substance abuse Clients, the County shall have the right after notice to terminate this Agreement. The County's Agreement Manager shall furnish to CHSB written notice of any such default or violation, and CHSB shall have thirty (30) days from the receipt of said notice to correct or remedy such default or violation. In the event such violation is not corrected, or such default is not remedied, within said thirty (30) day period, or is of such a nature that it cannot be corrected or remedied, this Agreement shall be immediately thereafter terminated.

Provided that no such violations have been left uncorrected and that CHSB has not sustained any periods/patterns of poor performance that could lead to the termination of this agreement as noted above, the County shall preserve the exclusivity of this franchise. As the County requires that CHSB adhere to mandatory published performance standards, deliver Marchman/Baker Act transportation services that are provided typically at a financial loss to CHSB, support BCFR through mutual aid and support Brevard County Emergency Operations countywide during disasters of any kind, it is recognized that significant capital investments have been made to support such operations and that granting any additional ambulance Certificates of Public Convenience and Necessity (COPCN) would be financially detrimental to CHSB and negatively impact CHSB's ability to deliver these critical support services. Thus, to prevent fragmentation of EMS services during an emergency, ensure the reliability and availability of Marchman/Baker Act transportation services, and maximize disaster planning and coordination efforts, the county will preserve the exclusive nature of this agreement as long as CHSB's services are provided in accordance with the performance standards contained herein and any potential competitor will be required to provide proof of failure to deliver services in accordance with the standards directed by this agreement.

SECTION 22. PERFORMANCE:

In its performance under this Agreement, CHSB shall be responsible to the Agreement Manager or the Agreement Manager's designated representative. With respect to issues regarding performance under this Agreement, CHSB shall respond to the inquires of, and be accountable to, the County's Agreement Manager. In addition, CHSB shall provide the Agreement Manager with statistical performance reports for non-emergency ambulance and Marchman/Baker transport services on a quarterly basis. These reports will include, at a minimum, the number of urgent, routine and pre-scheduled ALS/BLS ambulance transports performed, the number of Marchman/Baker Act transports

performed (by priority category) and the percentage of services delivered that were performed on-time per the performance parameters directed by this Agreement.

SECTION 23. MODIFICATIONS: Any alterations, variations, changes, expansions, modifications, or waivers of this Agreement shall only be valid when they have been reduced to writing, and duly executed by both of the parties hereto.

SECTION 24. ASSIGNABILITY: CHSB shall not assign or transfer any interest in this Agreement without the prior written consent of the County.

SECTION 25. JURISDICTION, VENUE AND CHOICE OF LAW:

All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this Agreement shall be filed in Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action. Any trial shall be non-jury.

SECTION 26. ATTORNEY'S FEES AND COSTS:

In the event of any litigation between the parties arising out of this Agreement, each party will bear its own attorney's fees and costs.

SECTION 27. SEVERABILITY:

If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by a Court to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Agreement.

SECTION 28. INDEMNIFICATION/HOLD HARMLESS:

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, CHSB shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim damage, loss, or expense is caused in whole or in part by the negligence of CHSB.

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the County shall indemnify and hold harmless CHSB and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim damage, loss, or expense is caused in whole or in part by the negligence of the County.

In agreeing to this provision, neither party intends to waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided by law. Nothing herein shall be construed as consent by the County or CHSB to be sued by third parties in any matter arising out of any contract. The parties acknowledge that specific consideration has been exchanged for this provision.

SECTION 29. WAIVER:

The County may waive performance of any duty or requirement under this Agreement; however, no waiver shall be effective or enforceable between the parties unless the County has confirmed the waiver in writing. A waiver of any given duty or requirement shall not be considered or construed to waive the future performance of the same or any other duty or requirement.

SECTION 30. NOTICE:

Notice under this Agreement shall be given to the County by mailing written notice by certified mail, postage prepaid, to the County Manager, 2725 Judge Fran Jamieson Way, Viera, FL, 32940, and notice shall be given to CHSB by mailing written notice by certified mail, postage prepaid, to the President, Coastal Health Systems of Brevard, Inc., Post Office Box 560386, Rockledge, FL, 32956-0386.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS OF BREVARD
COUNTY, FLORIDA**

Attest:

BY:

Scott Ellis, Clerk

BY:

Robin Fisher, Chairman

As approved by the Board on 10-06-15

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing
is a true and current copy of Agreement

for medical witness my hand
and official seal this 9 day of
OCTOBER 2015

SCOTT ELLIS, Clerk of Circuit Court

BY: Debbie Seagraves D.C.

Reviewed for legal form and content:

Becky Behl-Hill 9/15
Becky Behl-Hill, Assistant County Attorney

(Corporate Seal)

COASTAL HEALTH SYSTEMS OF BREVARD, INC.

BY:

William McCarthy, President/CEO

EXHIBIT "A"

INTERFACILITY TRANSPORT PERFORMANCE PARAMETERS

CHSB will meet the following performance parameters during the course of providing interfacility service delivery under the terms of the Agreement:

Pre-scheduled transport	on time, 90%
Non-scheduled, urgent	On-scene within two hours of call time, 90%
Non-scheduled, non-urgent	On-scene within four hours of call time, 90%

DEFINITIONS:

Pre-scheduled	Scheduled 24 hours in advance
Urgent	Same day request – time sensitive
Non-urgent	Same day request – not time sensitive

EXHIBIT "B"

COASTAL HEALTH SYSTEMS OF BREVARD, INC. PATIENT TRANSPORT STANDARDS

During the term of the Agreement, CHSB agrees to perform under the following patient standards, including Medical Response and Medical Conditions.

MEDICAL RESPONSE STANDARDS – (in order of precedence)

- 1) Emergency response and/or transfer: Any interfacility patient transport deemed as an emergency by a licensed healthcare provider due to the patient's immediate medical condition.
- 2) Mutual Aid 9-1-1 emergency response to an actual call requested by Brevard County Dispatch center, pending the availability of an uncommitted ambulance that is not in attendance of a patient.
- 3) Labor and Delivery patients in active labor, imminent birth or experiencing medical complications, to include Neonatal Intensive Care Unit transports. (NICU)
- 4) Marchman/Baker transports originating from a Law Enforcement agency.
- 5) Non-emergency Interfacility patient transport from one hospital to another hospital within Brevard County, including Marchman/Baker transports from Emergency Rooms to a designated receiving facility. *
- 6) Non-emergency interfacility patient transport from non-medical facility to the closest medical facility within Brevard County. *
- 7) Non-emergency interfacility patient transport from medical facility to medical facility within Brevard County, including Marchman/Baker transports from inpatient mental health units or hospital floor. *
- 8) Non-emergency interfacility patient transport from medical facility to non-medical facility within Brevard County.
- 9) Non-emergency interfacility patient transport from non-medical facility to another non-medical facility within Brevard County.
- 10) Non-emergency interfacility patient transport from a Brevard County hospital to a hospital outside of Brevard County. *
- 11) Non-emergency interfacility patient transport from medical facility to a medical facility outside of Brevard County.
- 12) Non-emergency interfacility patient transport from medical facility to a non-medical facility outside of Brevard County.

EXHIBIT "B" cont.

**COASTAL HEALTH SYSTEMS OF BREVARD, INC.
PATIENT TRANSPORT STANDARDS**

- 13) Non-emergency interfacility patient transport from non-medical facility to a non-medical facility outside of Brevard County.
- 14) Ambulance standby as requested by Brevard County Dispatch center pending the availability of an uncommitted ambulance.
- 15) Moves of convenience.

* Those transports deemed urgent in nature may be elevated to a higher patient transport standard priority.

EMERGENCY is defined as the onset of an acute illness or accident that must have immediate medical attention and the immediate dispatch of an ambulance to a possible life threatening medical condition.

An acute illness or injury, that if not treated in a reasonable time frame, could cause a body organ to fail or cause death or otherwise cause a patient to be unable to return to their normal life style. An emergency medical response may be an interfacility transfer; however this does not include a physician desire to expedite transport for non-medical reasons.

The patient may be classified as a medical/trauma red or medical/trauma yellow (unstable). Coastal may classify these transports as either "emergency/emergent/stat/urgent" transports.

NON-EMERGENCY is defined as a medical condition which is not life threatening and does not require immediate medical attention and is dictated by a non-emergent condition that does not require immediate ambulance response. A non-emergency may be a scheduled transfer.

The patient may be medical/trauma green (stable). Coastal may classify these transports as either "pre-scheduled/routine" transports.

MEDICAL FACILITY is defined as a nursing home, doctor's office, clinic or any facility, which employs a medical staff.

NON-MEDICAL FACILITY is defined as a residence, congregate living facility, airport or any building, which does not employ a medical staff.

PRE-SCHEDULED calls require a minimum of 24 hours notice received a day(s) prior to the patient transport and shall be given priority for the same type of service over those requested on the same day of service.

EXHIBIT "C"

MARCHMAN/BAKER ACT TRANSPORT SERVICE PARAMETERS

CHSB will operate within the following service priorities and parameters:

MARCHMAN AND BAKER PRIORITIES

- Priority 1. Law enforcement with the patient.
- Priority 2. Transports coming from an Emergency Room.
- Priority 3. Transports from hospital rooms, detention center, inpatient mental health units, other *stable environments, ExParte and voluntary requests.
- Priority 4. Pre-scheduled transports with minimum of twenty-four (24) hours notice, to include all out of county transports.

RESPONSE PARAMETERS

- Priority 1. On-scene one (1) hour from time of call's acceptance from the receiving facility, with a 90% on time benchmark.
- Priority 2. On-scene two (2) hours from time of call's acceptance from the receiving facility, with a 90% on time benchmark.
- Priority 3. On-scene four (4) hours from time of call's acceptance from the receiving facility, with a 90% on time benchmark.
- Priority 4. On-scene at the agreed upon time, with a 90% on time benchmark.

Additional Notations:

*For the purposes of this Agreement, law enforcement administrative buildings or "precincts" are not considered stable environments.

Calls requiring longer than 15 minutes to approve by the receiving facility will not be factored as late transports.

Calls placed on hold by either the sending or receiving facility will result in a restart of the response time window.

Transports requiring special needs such as female crew for female juvenile will not be subjected to the response time window.

EXHIBIT "D"

COASTAL HEALTH SYSTEMS OF BREVARD, INC. TRANSPORT RATE SCHEDULE

AMBULANCE TRANSPORTATION

BLS Non-Emergency	<u>\$290.00</u>
ALS Non-Emergency	<u>\$400.00</u>
BLS Emergency	<u>\$440.00</u>
ALS Emergency	<u>\$520.00</u>
ALS-2	<u>\$755.00</u>
ALS-SCT	<u>\$890.00</u>
All Mileage	<u>\$11.25 / mile</u>
Stand-By or Waiting Time	<u>\$125.00</u> per hour or increment thereof *

In addition to Coastal's primarily non-emergency inter-facility services, Coastal routinely renders ambulance services in response to facility requests that fall into the Center for Medicare and Medicaid Services (CMS) guidelines qualifying Coastal for reimbursement under the CMS code for ALS or BLS Emergency based on the "immediate response" criteria. The current CMS definition for Emergency is not based on "lights and sirens"; it is based on "immediate response". Under this contract, Coastal will bill the ALS or BLS Emergency rates only when an immediate response is rendered following an inter-facility or 911 request and only when all other CMS criteria for this type of transport have been met.

SERVICE CHARGES for ADDITIONAL PERSONNEL/SPECIAL EQUIPMENT

Stair Chair - Hydraulic Stretcher Use – Lift Assist

\$100 Additional Charge for each service / crew / equipment.

* There is a one-hour minimum charge for all wait time.

EXHIBIT "E"

MARCHMAN/BAKER ACT TRANSPORT RATE SCHEDULE

Years One through Two of the Agreement
10/01/2015 through 09/30/2017

\$395,585

Years Three through Five of the Agreement
10/01/2017 through 09/30/2020

\$395,585*

- * Per the terms of the Agreement, CHSB has the option of requesting a rate review at the end of the second year of the Agreement if the call volume of Marchman/Baker Transports has increased to the point where the 60/40 payment schedule has eroded significantly.

CHSB shall have the right to bill for and retain all funds collected pursuant to the second paragraph of Section 19 of the Agreement.