

**AN AGREEMENT BETWEEN SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS AND  
RURAL/METRO AMBULANCE CORPORATION OF FLORIDA FOR EMERGENCY AND NON –  
EMERGENCY AMBULANCE SERVICES FOR SUMTER COUNTY**

**THIS AGREEMENT** is made this 22nd day of March, 2011, by and between **Board of Sumter County Commissioners** (hereafter referred to as the "County" or the "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and **Rural/Metro Corporation of Florida**, a Florida Corporation, d/b/a Rural/Metro Ambulance, (hereafter referred to as "Contractor"), whose address is 4728 Old Winter Garden Rd. Orlando, FL 32811.

**RECITALS**

WHEREAS, the Board has need of Emergency Ambulance Transport Services in furtherance of accomplishing their objective of providing for the health, safety and welfare of the citizens of Sumter County; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Contractor, based on RFP# 172-0-2010/AT – FOR SUMTER COUNTY EMERGENCY AMBULANCE SERVICES ("the RFP") and the Contractor's response to the RFP.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, together with the above recitals which are hereby incorporated herein, in haec verba, it is hereby agreed as follows:

1. The relationship of the Contractor to the Board will be that of a professional contractor and the Contractor will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Contractor's profession, and Contractor will endeavor to provide to the Board prompt and efficient Emergency Ambulance Transport and other services as identified in this contract.
2. Contractor acknowledges and agrees that the additional services detailed in this agreement as well as clarifications to the RFP and Contractor's response to the RFP contained in this Agreement shall govern Contractor's actions.
3. Contractor agrees to prepare and complete an annual report to the Board, detailing the status of services provided pursuant to this Agreement and a report of services provided at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Contractor may be asked to present such report in person for review by staff or for discussion at a scheduled meeting of the Board.
4. The initial term of this Agreement shall commence at 00:00:01 a.m. EST on October 1, 2011 and shall continue in full force and effect through 11:59:59 p.m. EST on September 30, 2013, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed for up to two (2) twenty-four (24) month periods, if agreed to in writing by both parties at least one hundred and eighty days (180) days prior to the expiration of the initial term of this Agreement, or any subsequent renewal period. It is specifically understood and agreed by the Parties that Contractor is required to notify Board of its intent to renew this Agreement prior to the expiration of the initial term and any subsequent renewal period. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon one-hundred eighty (180) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination. However, Board shall not be required to comply with the one-hundred eighty (180) day notice requirement to Contractor should the County Administrator determine that Contractor is

unable to perform the terms of this Agreement due to any suspension or termination of rights or privileges of Contractor by any governmental agency or administration. Contractor shall be required to immediately notify Board should any of its rights or privileges, or the rights or privileges of any of Contractor's parent or subsidiary entities, be terminated or suspended by any governmental agency or administration, such as Medicare or Medicaid.

6. With regard to compensation to be paid to Contractor: Subsidy compensation shall be paid on a monthly basis, within ten (10) working days of the end of each month, commencing with the start of the Board's fiscal year, which is October 1, 2011. To remain eligible for the initial and subsequent monthly payment, the Contractor shall furnish to the Board all of the reports and documents identified in the RFP within the time frames established for each report or document, which shall be approved by Board or Board's authorized designee prior to payment being tendered. Any fees or fines incurred by the Contractor shall be deducted from the approved Monthly Payment.

7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Contractor in performing its services under this Agreement shall be made available to the Board upon request and shall be considered public records.
- c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. This right to audit, inspect and copy records shall include all of the records of sub- contractors (if any).
- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in the RFP, naming Board as an additional insured in each such policy.
- f. Upon Contractor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and Board mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The Board and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party to this Agreement, in respect to all covenants of this Agreement; and neither the Board nor Contractor shall assign or transfer their interest in this Agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Board which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the Board, serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between Board and Contractor, and which are further incorporated herein by reference, consist of the following:

- a. The RFP

- b. Contractor's Response to the RFP
- c. Permits / Licenses

10. Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, when arising out of the negligence or misconduct of the Contractor, its agents, representatives or employees, including payment of all reasonable attorney's fees, costs and expenses associated with same.

11. Contractor, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the Board, and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Contractor does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this Agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court, Federal Court or administrative tribunal, unless another such court has exclusive jurisdiction.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior writings, negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed, amended or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Contractor shall comply with all federal, state and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

17. Contractor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

18. Compliance with Federal Anti-Kickback Statute. Each party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated thereunder. The parties further recognize that this Agreement shall be subject to amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statute or its regulations invalidate, or are otherwise inconsistent with the terms of this Agreement, or would cause one or both the parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.

19. Fair Market Value. This Agreement has been negotiated at arms length and in good faith by the parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or recommending the ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.

20. Additional Definitions are provided below:

- a. Consolidated Communications / Dispatch Center – A centralized point of dispatch for the emergency response and non-emergency units operated by the Contractor and the County's fire rescue services; Sumter County Fire Rescue and The Villages Public Safety Department – Fire Rescue Division. All radio communications and dispatch services will be performed from this one location, operated by the Contractor within Sumter County.
- b. Radio Users Group (RUG) – A committee comprised of representatives of the agencies dispatched in a centralized or consolidated dispatch center. Each agency represented will have an equal voice in the decisions and directions for the Consolidated Dispatch Center.
- c. Specialty Care Transport (SCT) is the interfacility transportation of a critically injured or ill beneficiary by a ground ambulance vehicle, including the provision of medically necessary supplies and services, at a level of service beyond the scope of the EMT-Paramedic. SCT is necessary when a beneficiary's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area, for example, emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training. Note: Contractor shall provide "Critical Care" Paramedic Training to its designated Paramedics, as well as additional training in the use of transport ventilators and additional infusion medications beyond the scope of a typical Paramedic.

21, Responsibilities of Contractor in addition to the RFP and Contractor's Response to the RFP. The Parties acknowledge and agree that the Contractor shall be responsible for complying with the following additional conditions:

#### A. Coverage and Availability

These specifications are for a performance agreement. The County neither accepts nor rejects the contractor's level of effort estimates, rather the County accepts the contractor's financially guaranteed commitment to employ whatever level of effort is necessary to achieve response time and performance results required by the terms of the agreement as outlined in these specifications.

1. Ambulance Service Zones: The contractor shall establish a series of ambulance service zones to analyze alarm activities throughout the Sumter County service area. These zones shall coincide with the fire department response areas. Numbering of the service zones shall be consistent with Sumter County Fire Rescue and Villages Public Safety Department station response areas (e.g., Zone 11, Zone 21, Zone 31).
2. 24/7 Coverage: This agreement stipulates that the Contractor will ensure that a prescribed number of ALS Ambulances are assigned in Sumter County on a 24-hour a day basis, seven days a week, and 365 days per year. It is further understood by the Contractor that there will be certain periods of time during the year that service demand will exceed the normal daily call volume. During these heightened periods of demand (County cultural and celebration events, man-made or natural disasters, hurricanes, mass casualty incidents, and transportation accidents) the Contractor will rapidly increase its staffing and available ambulances in response to these peak demand periods. The Contractor is required to provide emergency contact information and maintain the accuracy of this information, in order to contact key personnel during a critical emergency or during disaster situations.

a. Deployment Plan – The Contractor has completed a comprehensive deployment analysis of the Sumter County EMS System. The Contractor’s analysis indicates that the deployment plan proposed below will meet the response time standards required within this contract. The County accepts the below as the Initial Ambulance Deployment Plan for Sumter County by the Contractor. Should this initial plan **not** provide coverage meeting the performance standards established within this contract, the Contractor shall develop alternate staffing and deployment plans that may require additional resources to meet the performance standards at no additional cost to the County.

The Initial Ambulance Deployment Plan is summarized in the table below:

**The Illustration of the Staffing Pattern for a Typical Week:**

| Shift Type       | Mon   | Tue   | Wed   | Thu   | Fri   | Sat   | Sun   |
|------------------|-------|-------|-------|-------|-------|-------|-------|
| 10 Hour - 4 Days | 7:00  | 7:00  | 7:00  | 7:00  | ----- | ----- | ----- |
| 10 Hour - 4 Days | ----- | ----- | 9:00  | 9:00  | 9:00  | 9:00  | ----- |
| 10 Hour - 4 Days | 8:30  | 8:30  | 8:30  | ----- | ----- | ----- | 8:30  |
| 24 Hour - 7 Days | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  |
| 24 Hour - 7 Days | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  |
| 24 Hour - 7 Days | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  |
| 24 Hour - 7 Days | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  |
| 24 Hour - 7 Days | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  |
| 24 Hour - 7 Days | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  | 6:00  |
| 8 Hour - 5 Days  | ----- | ----- | 16:45 | 16:45 | 16:45 | 16:45 | 16:45 |
| 8 Hour - 5 Days  | 8:00  | ----- | ----- | 8:00  | 8:00  | 8:00  | 8:00  |
| 8 Hour - 5 Days  | 15:45 | 15:45 | ----- | ----- | 15:45 | 15:45 | 15:45 |

b. Contingent Emergency Operations – The Contractor shall implement Contingent Emergency Operations which may include but are not limited to; “Mutual Aid” with other State licensed ambulance providers, “Move Up” of other assets and ALS Ambulances operated by the Contractor into Sumter County, “Call Back” of off-duty personnel employed by the Contractor – or other means available to the Contractor to guarantee a minimum number of three (3) ALS Ambulances available within Sumter County at all times.

**B. Paramedic Student Clinical Internship**

Sumter County Fire Rescue and The Villages Public Safety Department will be expanding their number of Paramedic certified personnel through advanced training opportunities as they arise. Such training will be provided through State of Florida approved Paramedic Training Programs. Contractor is required to consider allowing paramedic program students sponsored by either Sumter County Fire Rescue or The Villages Public Safety Department to complete the ALS Ambulance component of their required Paramedic Clinical Internship on State of Florida certified ALS Ambulances operated by the Contractor. It is understood that a separate agreement between the Paramedic Training Program provider and the Contractor is required to facilitate this Paramedic Student Clinical Internship experience. The Contractor is encouraged by the County to pursue such an agreement.

**C. Consolidated Dispatch Services for County’s Fire Rescue Agencies and Contractor**

The Contractor shall provide by October 1, 2011 consolidated communications / dispatch services for the county’s fire rescue agencies and the contractor’s operations within Sumter County. The contractor shall establish a dispatch / alarm office within Sumter County and have all equipment, personnel and technology in place to commence dispatching services as described above by that date. The contractor shall provide all necessary telephone equipment and lines to provide for “one button” transfer of E-911 calls from the two PSAPS located in Sumter County and the Lake County PSAP and fire dispatch centers. The Contractor shall provide dispatch consoles and the required interface equipment including hardware and software to operate the radio transceiver equipment provided by the fire rescue agencies. The contractor shall provide the radio transceiver equipment necessary for the operation of the contractor’s assets in Sumter County. The contractor shall provide all supervision and training necessary for their communication center personnel. The contractor will provide a “Computer Aided Dispatch” (CAD) system that meets the requirements of the county’s fire rescue agencies and the contractor. A “Radio Users Group” (RUG) will be established consisting of one voting representative from each of the county’s fire rescue agencies and one voting representative for the contractor that will determine the most appropriate CAD system for the consolidated communications / dispatch center. The RUG will develop standard operating procedures for dispatch and

communications that will be universal for the three (3) entities being served. The RUG will meet as necessary to review communications procedures and operations and provide input to the contractor's communications supervisor.

1. The Consolidated Communications / Dispatch Center will be located in a building that meets all required codes including; building construction, fire & life safety. The building shall be wind resistant for sustained winds of up to one-hundred ten miles per hour (110 m.p.h.).
2. The Consolidated Communication / Dispatch Center shall be equipped with an emergency auxiliary electrical generator of sufficient capacity to power all emergency and radio transceiver equipment contained therein; and also to power the building's lighting, computer and HVAC systems to maintain an ambient internal temperature to allow for normal dispatch / communications equipment operation for a period of not less than seventy-two (72) hours in case of power outages. The emergency auxiliary electrical generator system shall include automatic transfer switching devices and sufficient battery back-up to insure a seamless transfer of electrical power to supply the radio, computer, dispatch equipment and emergency lighting for a minimum of ten (10) minutes to allow for power up of the auxiliary generator and activation of the transfer switching devices.
3. The contractor shall maintain sufficient personnel in the Consolidated Communications / Dispatch Center at all times to meet the Insurance Services Office (I.S.O.) and National Fire Protection Administration (N.F.P.A.) recommendations for an emergency fire and EMS dispatch center / alarm office with an estimated annual incident volume of sixteen thousand (16,000) per year for the first year. The Consolidated Communications / Dispatch Center will maintain these personnel staffing requirements relative to the call volume increases as service demand increases.
4. The contractor's personnel assigned to Consolidated Communications / Dispatch Center including supervisory positions shall have successfully completed instruction in and be certified as Emergency Medical Dispatcher(s) (EMD) and Emergency Fire Dispatcher(s) (EFD) through the Priority Dispatch Corp. or equivalent as determined by the Radio Users Group. The personnel assigned to the Consolidated Communications / Dispatch Center shall be certified as trained emergency telecommunicators as required by the State of Florida.
5. The contractor's Consolidated Communications / Dispatch Center shall maintain current software as a resource for the center's EMD and EFD telecommunicators.
6. The Contractor shall provide interoperability for the purpose of address and other incident data sharing electronically between the Contractor's Consolidated Communications / Dispatch Center's CAD and the Fire Incident Reporting / Record Management System (FIR/RMS) utilized by the fire rescues agencies serving Sumter County. At the time of the initial signing of this contract, Fire House Software ® is the FIR/RMS in use by both The Villages PSD and Sumter County Fire Rescue. The Contractor will maintain this interoperability at no additional cost to the County with successive versions of the Fire House ® FIR/RMS if applicable or alternative fire service FIR/RMS systems should Fire House® be replaced in the future.
7. By October 1, 2012 the Consolidated Communications / Dispatch Center shall be eligible for accreditation through the National Academies of Emergency Dispatch (NAED) or equivalent certifying body as determined by the Radio Users Group.

D. The Fire, EMS & Ambulance Advisory Board

The Board established a Fire Rescue Advisory Board by Ordinance and desires to revise the existing ordinance and re-title this board as; "The Fire, EMS & Ambulance Advisory Board" in the interest of this Agreement, and requires Contractor to attend all meetings of the Fire, EMS & Ambulance Advisory Board following its creation and upon the effective date of this Agreement.

E. User Fees, Annual Costs and Payment – Subsidy Reduction

1. The Contractor agrees to maintain the same User Fees as charged by the current EMS -Ambulance service provider for Sumter County. To maintain this locked in User Fee rate structure, the County agrees to an initial annual subsidy payable to the Contractor of \$1,520,000.00 based on an annual transport volume of 9,600 for Sumter County.
2. The subsidy shall be paid in twelve (12) equal increments (approximately \$126,666.00) monthly within ten (10) working days after the end of the month to allow for any reduction due to performance penalties.
3. For each block of five-hundred (500) transports over the estimated first year base of 9,600, the annual subsidy will decrease by \$120,000.00 per year.
4. User Fees and Rates – The Table Below Defines the Contractor's Billing Rates:

| <b>Service</b>                             | <b>Rate</b>    |
|--|----------------|
| Basic Life Support, Non – Emergency        | \$300          |
| Basic Life Support, Emergency              | \$350          |
| Advanced Life Support, Non – Emergency     | \$430          |
| Advanced Life Support, Emergency           | \$475          |
| Advanced Life Support, Level 2             | \$575          |
| Specialty Care Transport                   | \$575          |
| Mileage – Urban & Suburban                 | \$8.25 / mile  |
| Mileage – Rural                            | \$10.50 / mile |
| Site – Based ALS Staffed Unit Standby Rate | \$125 / hour   |

5. Rate Increases: The contractor may request a rate increase after the initial 12 months of operations and base any such request on market factors, collection rates, and inflationary impacts in the Sumter County area. Request for rate increases are to be made in writing to County's EMS Contract Administrator. The contract administrator shall investigate the situation and make a recommendation to the Sumter County Board of County Commissioners. Any changes to ambulance rates shall be made exclusively by the Sumter County Board of County Commissioners. Any contract rate structure increase shall be in effect for a minimum of twelve (12) months. In no instance may the contractor request more than one rate increase within any consecutive 12 month period.

22. Entire Agreement; Conflicts and Severability

This Agreement represents the entire and integrated agreement between the parties, and supersedes all prior writings or documents published, issued or released by the Board in preparation of this Contract, as well as any negotiations, representations or agreements, either written or verbal. This Agreement shall

prevail over any and all previous writings or agreements between the parties. If any provisions of this Agreement are in conflict with any of the terms contained in any of the Exhibits attached hereto, it is the intent of the Parties that the terms of this Agreement shall control. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect. If the terms of this Agreement are in conflict with any other policy or Agreement of the Board, it is the intent of the Parties that the terms of this Agreement shall prevail, unless abiding by the terms of this Agreement would result in any illegality.

23. Policy Acknowledgement. Board acknowledges that it has received copies of Rural/Metro's Code of Ethics and Business Conduct and Rural/Metro's Anti-Kickback Policy.

24. Each of the **WHEREAS** clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

25. Any notices required by the Agreement shall be mailed to the following individual(s), by Certified Mail, Return receipt requested:

FOR THE BOARD

Bradley Arnold, County Administrator  
7375 Powell Road  
Wildwood, FL 34785

FOR THE CONTRACTOR

Michael P. DiMino, Chief Executive Officer  
9221 E. Via de Ventura  
Scottsdale, AZ 85258

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

ATTEST:

SUMTER COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_

By: Don Burgess, Chairman

Date Signed: \_\_\_\_\_

ATTEST:

Rural/Metro Corporation of Florida

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

\_\_\_\_\_

By: Michael P. DiMino

Date Signed: \_\_\_\_\_