

Emergency Ambulance Services Agreement

This **Emergency Ambulance Services Agreement** is made and entered into by and between Board of Sumter County Commissioners, a political subdivision of the State of Florida, ("**Agency**"), and Lifefleet Southeast, Inc. dba American Medical Response ("**AMR**") as of the latest date set forth on the signature page hereto ("**Effective Date**"). Agency and AMR are sometimes collectively referred to hereafter as the "**Parties**" and individually a "**Party**".

Preliminary Statement

- A. Agency is a political subdivision of the State of Florida (the "**State**") with authority over the delivery of pre-hospital emergency medical services ("**EMS**") within its jurisdiction.
- B. AMR is a licensed provider of high-quality EMS with the capability to provide EMS within Agency's jurisdiction in the service area specified in Exhibit 1 (the "**Service Area**").
- C. In order to assure that residents and visitors within Agency's jurisdiction receive appropriate EMS when required as a result of injury or illness, Agency's Governing Body (the "**Governing Body**") desires to grant AMR the exclusive right to provide the specific EMS described herein, and AMR desires to provide such EMS, subject to the terms and conditions specified herein.

Agreement

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the above recitals and agree as follows:

1. Exclusive Operating Area.

- 1.1. With the exception of the Agency's own Ambulance Service and the Inter-facility Transport services provided by HCA Healthcare for its facility, Agency hereby grants AMR the exclusive right to provide the EMS ("**Services**") within the service area specified in such **Exhibit 1**. Agency shall require all public safety answering points and communications facilities authorized to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area ("**Communications Centers**") to direct such calls to AMR in accordance with the dispatch protocols agreed upon by AMR and Agency ("**Dispatch Protocols**"). Subject to Section 1.2, with the exception of Agency's own ambulance service, Agency shall not permit any other provider of ambulance services to respond to medical calls within the Service Area requiring emergency dispatch, as defined in 42 CFR Section 414.605 and/or in the Dispatch Protocols ("**Emergency Calls**"), regardless of whether such calls are placed through the 911 system or to a seven digit number. Agency shall require that all such Emergency Calls, including those received on seven-digit numbers, be routed to AMR as provided in the Dispatch Protocols.
- 1.2. Notwithstanding the foregoing, AMR may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by AMR to insure adequate coverage throughout the Service Area. (All such mutual aid agreements and subcontracts shall be subject to Agency's written approval; which approval shall not be unreasonably withheld.) All subcontractors ("**Subcontractors**") shall meet the applicable requirements of this Agreement.

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2. Ambulance Services.

- 2.1. AMR shall respond, or request that a mutual aid provider or Subcontractor respond, to all requests for Services within the Service Area from a Communications Center.
- 2.2. AMR shall respond to all requests for Services from a Communications Center using an advanced life support (“ALS”) Ambulance, except when an ALS Ambulance is not available to timely respond, in which case AMR may use a basic life support (“BLS”) ambulance. Each ALS Ambulance shall be staffed with two personnel, at least one of whom be licensed or certified to perform procedures beyond the scope of authority of an Emergency Medical Technician—Basic (“EMT-Basic”) and at least one of whom shall be licensed or certified at the level of EMT-Basic or higher. Each BLS Ambulance shall be staffed with at least two crew members, both of whom shall be licensed or certified at the level of EMT-Basic or higher.
- 2.3. All ambulances used to provide Services (the “Ambulances”) shall be licensed and equipped with all supplies and equipment required by State law and by Agency policies and procedures agreed upon by AMR and shall be maintained in good working order in accordance with AMR’s maintenance policies and procedures.
- 2.4. Agency shall perform dispatching for its services as well as on behalf of AMR. AMR may, at its option, perform its own dispatching for inter-facility transport activities, in which case calls received in Agency’s Communications Centers shall be immediately transferred to AMR in accordance with Agency’s Dispatch Protocols for inter-facility transports.
- 2.5. AMR, its Ambulances and AMR Personnel shall comply with all federal, State and local laws, and with all Agency Policies. Without limiting the foregoing, all AMR personnel and Ambulances shall be fully licensed or certified as required by law and shall comply with all licensing, certification or other laws.
- 2.6. AMR shall perform the Services in accordance with prevailing standards of care in the ambulance industry and as established by Agency’s Medical Director. To help assure maintenance of such standards, AMR shall operate a quality improvement program consistent with industry standards and as established by Agency’s Medical Director.
- 2.7. AMR shall perform the additional services specified in Exhibit 2 (“Additional Services”) when requested by Agency.

3. Deployment.

AMR shall deploy not less than three (3) ALS Ambulances during periods of peak demand and shall deploy sufficient Ambulances to meet needs of Agency reasonably anticipated by Agency and AMR during other periods. AMR may supplement such Ambulances with additional Ambulances normally used to perform non-emergency transports when needed to assure adequate coverage. Nothing herein shall be deemed to prevent AMR from using the Ambulances deployed pursuant to this Agreement to perform non-emergency transports when Emergency Call volume permits.

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4. Term.

- 4.1. AMR shall commence providing Services hereunder effective on the earlier of a date mutually agreeable to the parties or October 1, 2022, and this Agreement shall continue in full force and effect for one (1) year, through September 30, 2023 (the “**Initial Term**”).
- 4.2. This Agreement shall be automatically renewed for one or more extension terms of one (1) year (“**Extension Terms**”), up to a maximum of two (2) Extension Terms, unless Agency determines that AMR has failed to materially comply with the requirements of this Agreement during the preceding term. In the event of non-renewal, Agency shall notify AMR in writing of such non-renewal and the reasons therefore at least ninety (90) days in advance of the commencement date of the Extension Term. In the event Agency fails to provide such written notice, this Agreement shall be deemed extended for such Extension Term.

5. Agency’s Consideration.

As part of the consideration of AMR’s undertakings hereunder, Agency shall provide the following to AMR:

- 5.1. Agency shall permit AMR to utilize the fire stations and/or other facilities specified on **Exhibit 3 (“Agency Fire Stations Marked with an “S” to be Used By AMR”)** to house the Ambulances and AMR Personnel. AMR, at its discretion, may choose its location of any Agency Fire Station Marked with an “S” or other Agency-owned fire station. AMR, at its discretion, may change its location and utilize another Agency Fire Station Marked with an “S” or other Agency-owned fire station upon providing the Agency prior notice.
- 5.2. Subject to Section 2.4, Agency shall perform, or assist AMR in performing, dispatching services by accepting and processing calls in its Communications Centers, in accordance with the Dispatch Policies.
- 5.3. Agency’s fire department shall provide medical first response and leased paramedics (as outlined in Section 7) at the ALS level (“**Agency Personnel Services**”). Agency and its medical first responder and paramedic personnel (“**Agency Personnel**”) shall comply with the requirements set forth on **Exhibit 5 (“Agency Personnel Obligations”)**.
- 5.4. Agency shall provide access to and use of Agency’s Public Safety Radio System for direct communications with Agency’s Communications Center.

6. Termination.

- 6.1. Notwithstanding Section 4, Agency may terminate this Agreement in the event of material breach (“**Material Breach**”) by AMR of this Agreement. Material Breach shall include:
 - (a) Failure to provide Services consistent with the prevailing standards of care in the ambulance industry, such that the continued delivery of such Services would pose a serious and imminent threat to the health and safety to the residents of the Service Area;
 - (b) Failure to comply with any other material provision of this Agreement.

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- 6.2. As a condition precedent to termination by Agency, Agency shall provide AMR with no less than thirty (30) days' advance written notice citing, with specificity, the basis for the Material Breach (the "**Breach Notice**"). In the event AMR shall have cured the Material Breach within such thirty (30) days period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event Agency reasonably deems AMR to remain in Material Breach as of the end of the notice period specified in the Breach Notice, Agency shall provide AMR with a notice of termination ("**Termination Notice**"), setting forth the specific reasons Agency believes AMR remains in Material Breach and the effective date of termination ("**Termination Date**"), which shall be no less than thirty (30) days from the date of the Termination Notice.
- 6.3. AMR may appeal Agency's Breach Notice or Termination Notice, by filing a notice of appeal ("**Appeal Notice**") with Agency's Governing Body at least twenty (20) days prior to the Termination Date. Following receipt of such Appeal Notice, the Governing Body shall hold a hearing as soon as reasonably practicable, in which AMR shall be entitled to contest the Breach Notice and/or Termination Notice, as the case may be. Agency's Governing Body may affirm or reverse the Breach or Termination Notice or may provide AMR with additional time within which to cure the Material Breach. Notwithstanding Section 6.2, this Agreement shall remain in effect until Agency's Governing Body has issued a written decision following the appeal. The written decision of Agency's Governing Body shall be binding on the parties. Notwithstanding the foregoing, nothing herein shall impair the rights of either party to seek damages or such other relief as may be available under applicable law in a court of competent jurisdiction.
- 6.4. AMR may terminate this Agreement upon with or without cause on ninety (90) days written notice to Agency.
- 6.5. In the event of termination by either party for any reason, or of expiration of this Agreement, AMR shall cooperate with Agency and with the successor provider to help assure a smooth transition.

7. Leasing of Agency Personnel.

- 7.1. Paramedic Staffing. Agency will supply Paramedics to supplement the staffing on an AMR ambulance ("AMR Unit") and provide patient care at ALS level. The Agreement is expressly subject to all licensure and regulatory requirements, including the listing, as applicable, of the Agency's personnel on AMR's Medicare and other enrollment applications, including but not limited to, the requirements contained in **Exhibit 4**. AMR retains the professional oversight over Agency's personnel only to the extent required to bill for their Services.
- 7.2. Agency's personnel shall meet AMR personnel requirements including, but not limited to, background screening, compliance training, billing training and documentation training within the AMR MEDS system and shall be licensed and certified as required by applicable law to provide Services. Agency's personnel shall be subject to AMR's billing protocols as applicable. AMR reserves the right to require the Agency to replace its personnel immediately if AMR believes that the personnel may pose a risk to the health, safety or welfare of any patient. For other personnel related concerns, the Agency shall address and remedy AMR's concerns within five (5) days of written notice from AMR. The Agency shall be solely responsible for the payment of any and all wages and benefits to its personnel. The requirements set forth in this paragraph shall apply to all Agency personnel that staff AMR ambulances or provide patient care services.
- 7.3. Background Investigation. Agency warrants and represents that it has performed or will perform a background investigation on employees that will provide patient care Services or drive vehicles. The

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investigation report includes the following: (i) Social Security Number Verification; (ii) Criminal Search (7 years or up to 5 criminal searches); (iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years; (iv) OIG List of Excluded Individuals/Entities; (v) Sex Offender Registry; (vi) GSA List of Parties Excluded from Federal Programs; (vii) Department of Motor Vehicle Driving History; (viii) State and Local Licensure Verification; and (ix) Drug Screen. Upon request and from time-to-time, Agency shall provide AMR with a continuing certification.

7.4. For any breach of these requirements by Agency (including a failure to ensure its personnel maintain licensure or certification), AMR shall be entitled to recover any and all damages including any refunds that it may make to third-party payors.

7.5. Reimbursement. AMR will reimburse Agency \$15 per hour for each hour personnel performs Services provided under this Agreement. Agency shall use best effort to provide a Paramedic to AMR on an as needed basis. Agency shall invoice AMR monthly and AMR shall reimburse Agency within forty-five (45) days of receipt of the invoice.

8. Billing and Payment.

8.1. AMR shall be solely entitled to perform, and responsible for performing, billing of patients and third-party payors for Services provided by AMR hereunder. Agency shall not bill or permit any other party to bill patients or third-party payors, for EMS, including but not limited to transport, first response or dispatch services provided in connection with an Emergency Call dispatched to AMR.

8.2. AMR shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, Tricare and other public or private reimbursement programs.

8.3. AMR shall be entitled to charge its usual and customary rate with respect to all charges provided under this Agreement.

9. Mutual Cooperation.

9.1. The parties shall fully cooperate with each other to assist AMR in the performance of this Agreement.

9.2. Each party shall designate a primary liaison, who shall be the primary point of contact for the other party in connection with the performance of this Agreement. In the event either party is dissatisfied with the other party's conduct or performance related to this Agreement, the primary liaison for each party shall meet and confer, with such other personnel as they may deem appropriate, in order to informally resolve such issue, if possible.

10. Insurance.

10.1. Each party shall maintain, throughout the term of this Agreement, the insurance coverage specified on **Exhibit 5 ("Insurance")**. Each party shall furnish to the other certificates evidencing such coverage prior to the effective date hereof, and providing for no less than thirty (30) days advance written notice to the other party prior to the diminution or cancellation of such coverage.

11. Indemnification.

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- 11.1. To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, each party (the "Indemnitor") shall indemnify, defend and hold the other, and its employees and agents (collectively the "Indemnitee") harmless against any claims, liability, losses or damages (collectively "Claims"), incurred by the Indemnitee which arise from any breach of this Agreement or any negligent, intentional or other tortious act or failure to act of the Indemnitor related to the performance of this Agreement. This provision shall survive the termination of this Agreement. The Indemnitee agrees to promptly notify the Indemnitor of any Claim against it, which it expects to give rise to a duty of indemnity by the Indemnitor.

12. Dispute Resolution.

- 12.1. All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed, if necessary, within thirty (30) days by professionally-assisted mediation upon written request of either party. Either party may invoke mediation following notice of default and an attempt at good-faith negotiation. The mediation will be conducted by a Florida Supreme Court Certified Circuit Civil, or other qualified, mediator as agreed upon by the Parties. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

13. MISCELLANEOUS.

- 13.1. **Notices.** Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested, (3) if by overnight or similar third-party courier service, then upon delivery thereof as confirmed by such service, (4) if by e-mail transmission, upon written confirmation by the intended recipient. All notices shall be sent to the addresses set forth on the signature page hereto or such other address as a party may in the future specify in writing to the other party.
- 13.2. **Laws and Regulatory.** The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other

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compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

13.3. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein, (f) shall constitute irrevocable consent to venue and jurisdiction mandated to lie solely and exclusively in a state court of competent jurisdiction located in and for Sumter County, Florida, (g) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (h) this Agreement shall not be effective until executed by both Parties; (i) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (j) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. Each Party shall bear its own attorney's fees and costs with respect to this Agreement; however, in any legal action or other proceeding arising out of or relating to this Agreement including, without limitation, enforcement of the terms of this Agreement, the prevailing Party shall be entitled to recover their reasonable attorney's fees and court costs from the non-prevailing Party including reasonable attorney's fees incurred in connection with such dispute (including costs and fees incurred prior to the filing of any lawsuit, and also those costs including fees incurred at the trial court and appellate court levels, and fees and costs incurred litigating entitlement to, or the amount of, any fees and costs awarded under this provision), in addition to any other relief to which such Party or Parties may be entitled. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

13.4. IF AMR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE

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CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners,
7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov

<<Signatures on Next Page>>

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By signing below, each party acknowledges that the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

Agency:

Lifefleet Southeast, Inc.:

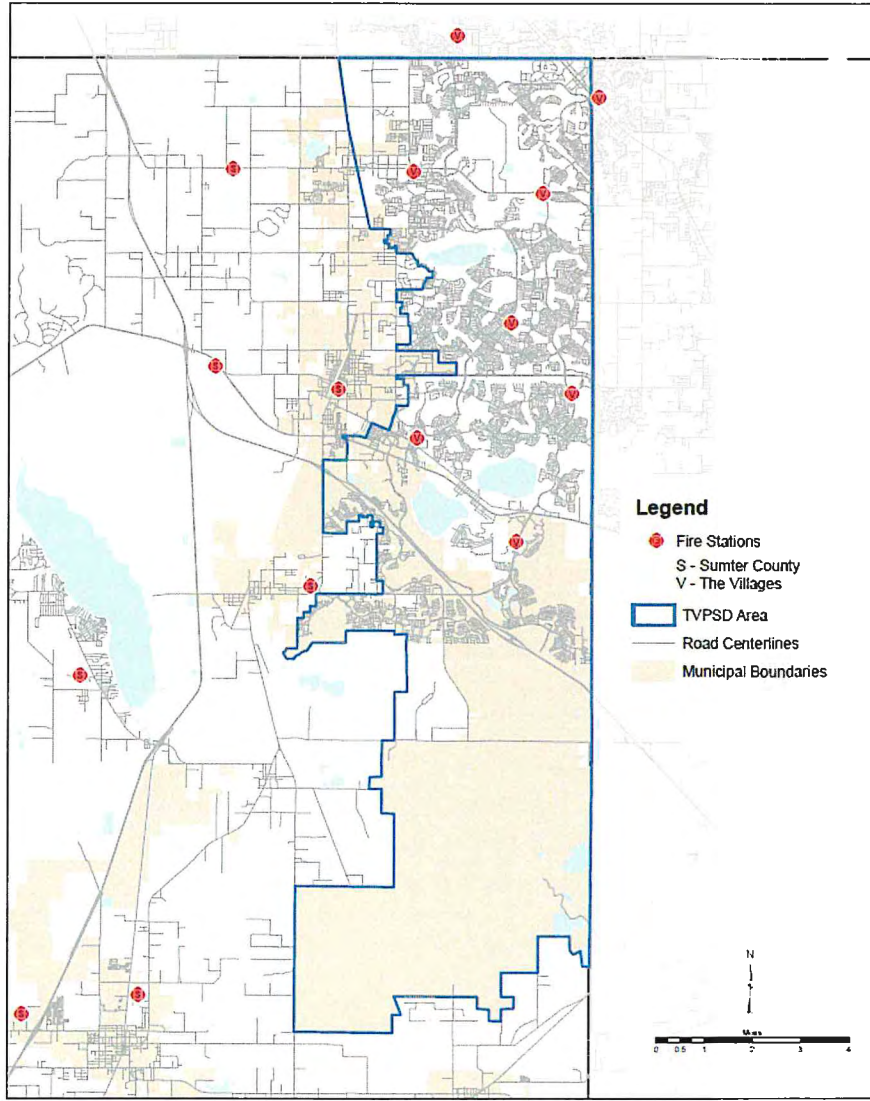
By: _____
Name: Craig A. Estep
Title: Chairman
Address: 7375 Powell Road
Wildwood, FL 34785
Phone: 352-689-4400
E-mail: bradley.arnold@sumtercountyfl.gov
Date: March 22, 2022

By: _____
Name: _____
Title: _____
Address: 6363 S. Fiddler's Green Circle
Ste 1400
Greenwood Village, CO 80111
Phone: _____
E-mail: _____
Date: _____

- Exhibit 1 – Service Area
- Exhibit 2 – Additional Services
- Exhibit 3 – Agency Fire Stations and/or Other Locations to be Used by AMR
- Exhibit 4 – Agency Personnel Obligations
- Exhibit 5 – Insurance

**EXHIBIT 1
SERVICE AREA**

The Service Area shall consist of the following area within Sumter County (excluding the TVPSD Area):



SERVICES

With the exception of Agency's own ambulance service, AMR shall have the exclusive right to provide, and shall provide, directly or through Subcontractors, the following services within the Service Area:

EMERGENCY ALS AND BLS AMBULANCE SERVICES

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**EXHIBIT 2
ADDITIONAL SERVICES**

AMR shall perform the additional services specified below, for the consideration specified:

ALS Staffed Unit Standby Rate (for public / private events, working fire standby, local disaster declaration shelter standby, and other significant emergency incidents with no immediate ambulance transport need)	\$190 / hour
BLS Staffed Unit Standby Rate (for public / private events, working fire standby, local disaster declaration shelter standby, and other significant emergency incidents with no immediate ambulance transport need)	\$150 / hour

EXHIBIT 3
AGENCY FIRE STATIONS MARKED WITH AN "S" TO BE USED BY AMR

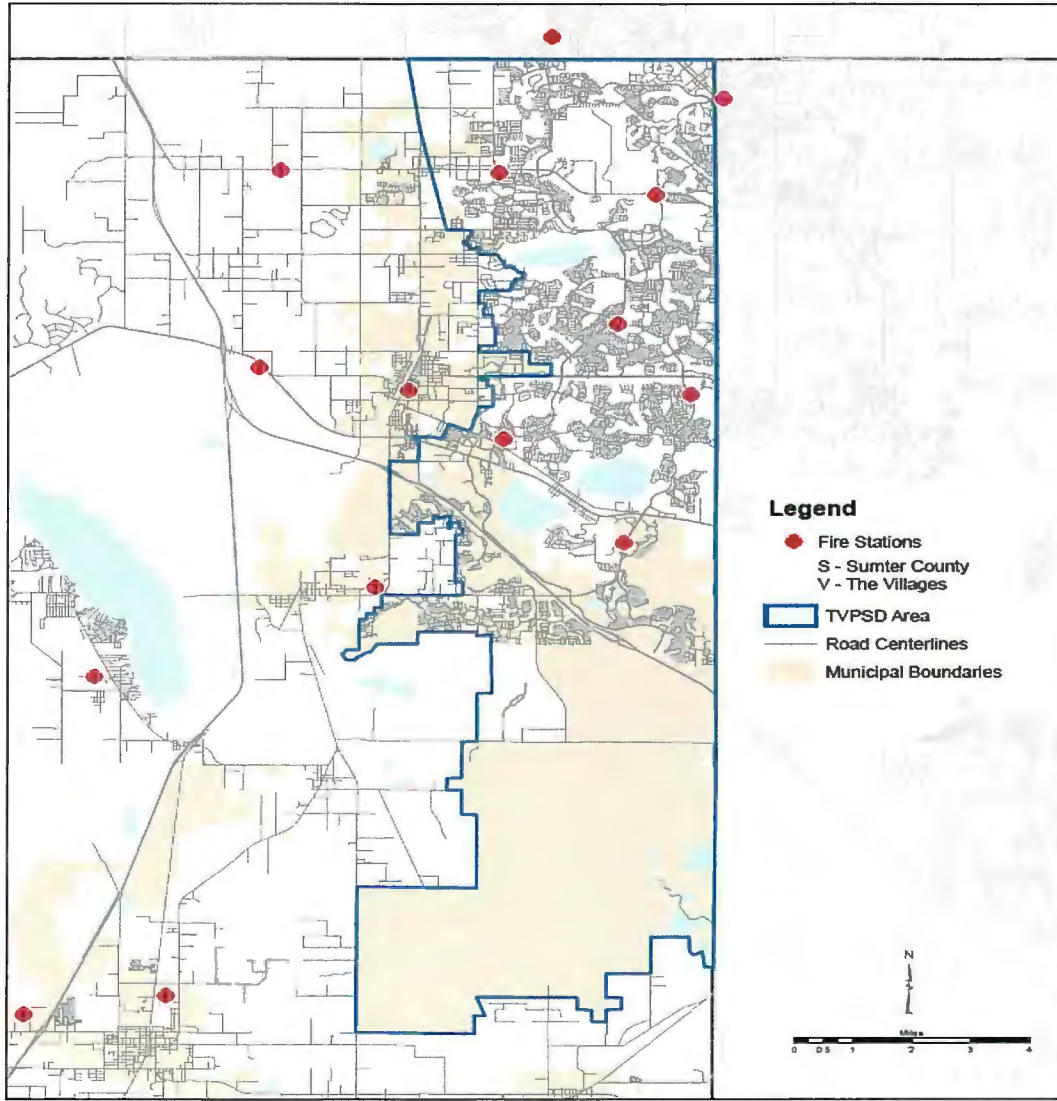


EXHIBIT 4
AGENCY PERSONNEL OBLIGATIONS

In performing First Responder Services, Agency shall comply with the following requirements: Agency shall require its fire service first responder medical personnel ("**First Responder Personnel**") to work collaboratively with AMR Personnel. In the event First Responder Personnel arrive at an incident scene prior to AMR, First Responder Personnel shall assume temporary medical control of the scene until AMR's arrival, at which point AMR shall assume medical control unless the on scene First Responder Personnel hold a higher licensure or certification than on scene AMR Personnel.

AMR shall be entitled to include, in its charges to patients and third-party payers, charges for services performed or supplies utilized by event First Responder Personnel.

Agency shall assure and certify in writing to AMR prior to the effective date hereof, and on an annual basis thereafter, in a format acceptable to AMR, that none of Agency Personnel are "**Ineligible Persons**". Ineligible Persons shall include any individual who: (1) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or (2) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Agency shall ensure that all Agency Personnel are not Ineligible Persons, by implementing the following screening requirements:

Agency shall screen such persons against the Exclusion Lists within thirty days of the effective date hereof and annually thereafter.

As part of the hiring process for any new Agency Personnel hired after the effective date hereof, Agency shall require such persons to disclose whether they are an Ineligible Person and shall screen them against the Exclusion Lists.

Agency shall implement a policy requiring all Agency Personnel to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

Exclusion Lists" include: (i) the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://oig.hhs.gov>); and (ii) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>).

Agency shall cooperate with AMR in performing quality improvement activities in accordance with policies and procedures agreed upon by the parties.

**EXHIBIT 5
INSURANCE**

At all times during the term of this Agreement, each party shall maintain general, professional and automobile liability insurance coverage in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the annual aggregate, providing coverage for the negligent acts or omissions of such party and its employees and agents. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than three (3) years following termination of this Agreement. In addition, each party shall maintain automobile liability insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000). Agency's insurance shall be primary in the event of any claim for professional liability where its staff provide the professional services and shall be exhausted in full prior to any contribution from any other source.

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