



**EMERGENCY MEDICAL SERVICES**

**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

**WHEREAS, COASTAL HEALTH SYSTEMS OF BREVARD, INC.** desires to provide emergency medical services to the citizens of Seminole County; and

**WHEREAS,** there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

**WHEREAS,** the above ambulance service has indicated that it will comply with all requirements of *Chapter 401, Florida Statutes,* and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity to this ambulance company from February 10, 2004 through June 30, 2004.

**IN ISSUING THIS CERTIFICATE,** it is understood that the above named ambulance service will meet the requirements of State law, County ordinances and all other legal requirements and provide services on a twenty-four hour basis for the following areas: non-emergency interfacility transports within the geographical boundaries of Seminole County.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

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

NON-EXCLUSIVE AMBULANCE FRANCHISE AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **COASTAL HEALTH SYSTEMS OF BREVARD, INC.**, whose address is 486 Gus Hipp Boulevard, Rockledge, Florida 32955, hereinafter referred to as "PROVIDER".

**W I T N E S S E T H**

**WHEREAS**, Chapter 17, Seminole County Code, provides that the Board of County Commissioners may grant non-exclusive ambulance franchises for all the geographical territory of Seminole County, Florida; and

**WHEREAS**, the Board of County Commissioners has determined that there is a present need for all of the citizens of Seminole County, Florida, to have safe, efficient and economical non-emergency medical services; and

**WHEREAS**, The Board of County Commissioners has determined that the present need for a safe, efficient and economical non-emergency medical service system would be best provided for and best met by the grant of a non-exclusive ambulance service franchise; and

**WHEREAS**, COUNTY, after due consideration, has determined that it is in the interest of the public health, welfare and safety that a non-exclusive ambulance franchise should be granted pursuant to Chapter 17, Seminole County Code; and

**WHEREAS**, Chapter 17, Seminole County Code, provides that the Board of County Commissioners of Seminole County may contract with franchised

operators for transportation to be rendered upon call of a county or municipality for transportation of bona fide persons, indigents, or persons certified by the County Welfare Authority to be eligible for public assistance; and

**WHEREAS,** Chapter 17, Seminole County Code, places other restrictions upon franchise holders; and

**WHEREAS,** the Board of County Commissioners of Seminole County, Florida, has, by means of adopting a proper resolution, adopted certain rules and regulations applicable to non-emergency medical services,

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties do hereby agree as follows:

**Section 1. Grant of Franchise.** The Board of County Commissioners, by this Agreement and pursuant to Chapter 17, Seminole County Code, does hereby grant to PROVIDER, a non-exclusive ambulance service franchise for all the geographical territory of Seminole County, Florida, it being understood that this action does not grant a franchise for any incorporated areas of the County which have, or may hereafter, grant a valid ambulance franchise.

Ambulance or emergency medical service includes non-emergency transport using Advanced Life Support (ALS) and Basic Life Support (BLS) licensed vehicles as defined in *Chapter 401, Florida Statutes*. PROVIDER is hereby granted a non-exclusive Advanced Life Support/Basic Life Support certificate of Public Convenience and Necessity which shall run concurrent with the term of this Agreement.

This franchise does not apply to emergency medical transportation services or air ambulance services as defined in *Section 401.23(4) and (5), Florida Statutes*, or its successor provision, which are separately franchised by the COUNTY and licensed by the State.

**Section 2. Term of Non-Exclusive Franchise.** PROVIDER shall furnish non-emergency ambulance service to the residents of Seminole County, Florida, in accordance with the terms of this Agreement, all provisions of Chapter 17, Seminole County Code, and the rules and regulations appertaining hereto.

(a) The term of the Franchise shall become effective on February 10, 2004 and terminate on June 30, 2004, notwithstanding the dates this Agreement is executed. At the option of COUNTY, with the consent of PROVIDER, this Agreement may be renewed for two (2) successive periods of one (1) year each. If COUNTY elects to renew the Agreement, COUNTY shall, not later than sixty (60) days prior to expiration of the current Agreement, notify PROVIDER of its intention to renew.

(b) COUNTY shall be entitled to issue such additional Certificates of Public Convenience and Necessity and franchises that are, in its sole and absolute judgment, deemed necessary to provide non-emergency ambulance service.

**Section 3. Scope of Service.** The PROVIDER, under the terms and conditions of this Franchise Agreement, shall provide non-emergency transportation to patients to include the following:

- (a) Transport from a hospital to the patient's residence;
- (b) Transport from a hospital to convalescent facilities; and
- (c) Transport from a hospital to other hospitals.

**Section 4. Compliance with Ordinance.** PROVIDER shall utilize ambulances according to Chapter 17, Seminole County Code, and the rules and regulations from time to time adopted by the COUNTY or promulgated by the Florida Department of Health, or its successor organization, as well as other duly authorized regulatory bodies.

**Section 5. Insurance.** PROVIDER shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the COUNTY, nor shall PROVIDER allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained by the subcontractor and approved by the COUNTY. All insurance policies shall be with insurers licensed, qualified, and doing business in Florida.

(a) Loss Deductible Clause. The County shall be exempt from and shall in no way be liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of PROVIDER, its subcontractor, or PROVIDER and subcontractor jointly providing such insurance.

(b) Workers' Compensation. PROVIDER shall obtain and maintain during the life of this Agreement Workers' Compensation insurance to statutory limits and Employers' Liability insurance in the sum of no less than \$100,000.00 and \$100,000.00 each employee/\$500,000.00 policy limit for disease for all of its employees connected with the provision of this service is sublet or subordinated, PROVIDER shall require the subcontractor to provide equal Workers' Compensation insurance for all of its employees, unless such employees are covered by the protection

afforded by PROVIDER. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees are engaged in hazardous work under the Workers' Compensation Statute, PROVIDER shall provide and cause each subcontractor to provide adequate insurance satisfactory to the COUNTY for the protection of its employees.

(c) Malpractice. PROVIDER shall obtain and maintain during the life of this Agreement medical malpractice liability insurance, which insurance will cover each and every employee who may be responsible for providing medical care during the course of employment with PROVIDER. In the event that any of this Agreement is sublet or subcontracted, PROVIDER shall require the subcontractor to provide equal insurance for all its employees who may be providing medical care, unless such employees are covered by the protection afforded by PROVIDER. The minimum limits for this insurance shall be ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per person, per claim.

(d) Public Liability and Property Damage Insurance. PROVIDER shall obtain and maintain during the life of this Agreement comprehensive general liability and comprehensive automobile liability insurance, which shall fully protect PROVIDER from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement, whether such operations be by PROVIDER or by and person or entity directly or indirectly employed by PROVIDER, and the amount of such insurance shall be minimum limits as follows:

(1)	Bodily Injury Liability	\$1,000,000.00 Each accident or occurrence.
(2)	Automobile Property Damage- Liability	\$1,000,000.00 Each accident or occurrence.
(3)	Property Damage - Liability	\$ 500,000.00
	(other than automobile)	\$2,500,000.00 Aggregate Operations.
		\$2,500,000.00 Aggregate Contractual.

Insurance clause for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.

(e) Subcontractor's Public Liability and Property Damage Insurance. PROVIDER shall require each of its subcontractors to obtain and maintain during the life of any subcontract insurance of the type specified above, or insure the activities of its subcontractor in its policy as specified above.

(f) Contractual Liability. PROVIDER's insurance shall also include contractual liability coverage approved by COUNTY.

(g) All insurance coverages shall name the COUNTY as an additional insured.

(h) All such policies shall be paid for by PROVIDER and shall be maintained at all times during the term of this Agreement without cost or expense to COUNTY.

**Section 6. Certificates of Insurance.** Certificate of Insurance Forms shall be furnished by PROVIDER to the COUNTY within ten (10) days of execution of this Agreement. These shall be completed and signed by the authorized resident agent and returned to the Director of

Purchasing. These Certificates shall be dated and shall show:

(a) The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date.

(b) Said Certificates shall provide that COUNTY shall receive, in writing, notification of any cancellation or termination of any insurance required by this Agreement. Notification shall be provided, in writing, at least thirty (30) days in advance of any cancellation or termination.

**Section 7. Hold Harmless Agreement.** In addition to the requirements to obtain and maintain various insurance policies as set forth above, PROVIDER shall hold COUNTY, its officers, agents, and employees harmless from any and all claims, losses, damages or suits for damages made against the COUNTY, its officers, agents and employees arising from or related to the provision of services by the PROVIDER, or any subcontractor, or any of their officers, employees, or agents. The agreement to hold the COUNTY, its officers, employees, and agents harmless shall not be limited to the limits of the liability insurance required hereunder. Nothing contained herein shall be construed to increase the liability of the insurance carrier beyond the limits of their policies with the PROVIDER.

This clause does not include claims or actions based on the act of awarding the franchise to PROVIDER or PROVIDER'S execution of this Agreement. Further, the COUNTY shall not hold the PROVIDER responsible for the negligence of the COUNTY related to the provision and maintenance of COUNTY equipment. The PROVIDER shall be responsible for its acts related to use of COUNTY equipment and any failure to notify

the COUNTY of necessary maintenance or equipment failures.

**Section 8. Inspections.**

(a) PROVIDER shall submit to periodic ambulance inspections, as required by Chapter 64E-2, Florida Administrative Code, or its successor provision. Furthermore, PROVIDER shall, without prior notification, submit to ambulance inspections at their regularly stationed locations by the County Medical Director, the Director of Public Safety, or his designee(s), at any time during normal working hours in regard to the fulfillment of PROVIDER'S contractual obligations hereunder and PROVIDER'S compliance with law.

(b) PROVIDER shall, at all times, conduct its business in a proper and efficient manner and shall keep all ambulances, equipment, and stations properly serviced and maintained and in a good state of repair, as determined by the COUNTY.

**Section 9. Response to Governmental Agencies.** It is understood and agreed, specifically, but not by way of limitation, that PROVIDER shall respond to all requests for non-emergency ambulance service received from the COUNTY. PROVIDER'S obligation to respond to requests for routine non-emergency transport from other government agencies is subject to the availability of an ambulance. The PROVIDER shall not respond to any request for non-emergency transport without being dispatched by the COUNTY.

**Section 10. Additional Services.** PROVIDER agrees to cooperate and use its best efforts to assist the Seminole County Emergency Medical Service System by providing Advanced Life Support (ALS) transport or other service during disaster situations or when otherwise requested by

COUNTY.

**Section 11. Provision of Vehicles.**

(a) Each ambulance shall be suitable for transportation of patients in terms of health standards, sanitation standards, and safety standards required by the COUNTY and shall conform in all respects to the most recent design criteria as established by the United States Department of Transportation at the time of purchase and Florida State Law and all other criteria deemed applicable by the COUNTY. Furthermore, PROVIDER shall maintain such safety and emergency vehicle equipment so as to conform with all existing Federal and State standards.

(b) Each ambulance shall contain medical equipment as prescribed by law or as otherwise required by COUNTY. Minimum equipment carried on each ambulance shall conform to the most recent recommendation for Essential Equipment for Ambulances, as established by the America College of Surgeons and the regulation of the Bureau of Emergency Medical Services of the State of Florida, Department of Health. In addition, PROVIDER shall have adequate replacement supplies and equipment readily available and easily accessible at all times. PROVIDER shall, at its sole expense, replace all disposable and other medical supplies furnished by fire-rescue personnel.

(c) The COUNTY shall have the right at any time to order PROVIDER to repair or replace any equipment if, in the reasonable exercise of its judgment, such action is necessary to maintain or restore compliance with this Agreement. Upon receipt of such order, PROVIDER shall, if it believes that the order is beyond the scope of COUNTY's authority under

this clause, file an objection with the Director of the Department of Public Safety, or his designee, within ten (10) days. After review and discussion with PROVIDER, the Director of the Department of Public Safety, or his designee, shall issue its final decision. If upon receipt of such written order or, if an objection has been made to the decision, PROVIDER fails to comply within sixty (60) days the COUNTY shall have the right to terminate the franchise.

(d) PROVIDER shall hold a valid and current State Certifications Advanced Life Support provider as specified by Chapter 64E-2, Florida Administrative Code, or its successor provision, and all PROVIDER ambulances operating as Advance Life Support units in Seminole County shall be equipped to meet minimum standards as established by the regulations specified in that Code. In addition, Advanced Life Support units shall carry any other drugs, supplies, or equipment, as determined by the County Medical Director to provide an acceptable level of pre-hospital emergency care to the citizens of Seminole County.

**Section 12. Ambulance Personnel Required.**

(a) In the conduct of services under this Agreement, PROVIDER shall provide a driver and attendant on every vehicle at all times while in service. Drivers and attendants shall be, at a minimum, qualified Emergency Medical Technicians holding all required permits, and registrations, including a current Florida State Emergency Medical Technician Certificate.

(b) All Advanced Life Support equipped vehicles must be staffed by at least one (1) attendant who must be a State Certified Paramedic. The second attendant on an Advanced Life Support ambulance must have

documented evidence of State Certification as an Emergency Medical Technician. The Paramedic will ride in the patient compartment with the patient on all transports that have the potential to require advanced life support.

(c) PROVIDER shall submit to the COUNTY a current roster of all EMTs and Paramedics that may be assigned to transport a patient in Seminole County.

(d) PROVIDER shall employ the services of a Medical Director in accordance with *Chapter 401, Florida Statutes*.

(e) PROVIDER shall assure that vehicles transporting patients in Seminole County:

(1) Have direct communications with all local hospital emergency departments; and

(2) In the event a patient's condition requires immediate life support and/or immediate medical stabilization, the patient must be transported to the nearest appropriate hospital.

(f) PROVIDER shall submit to the custody of the County Public Safety Director, prior to commencing service, a roster of EMTs and Paramedics performing as attendants including individuals' level of training, skill certifications and field experience. Such roster shall be kept complete and up-to-date at all times.

(g) Policies and procedures of PROVIDER concerning qualifications of attendant position applications, on-the-job training, in-service advanced training and certification shall be submitted to the Director of Public Safety upon execution of this Agreement.

(h) Each employee of the PROVIDER providing non-emergency transport services under this Agreement shall obtain and maintain Seminole County's EMS System EMT or paramedic certification, or if the PROVIDER is operating from the Orange County, Florida EMS System, then PROVIDER may satisfy this requirement by providing proof for each employee of certification and maintenance of same under Orange County, subject to the approval of the Seminole County EMS System Medical Director.

**Section 13. Communications.**

(a) Each ambulance shall maintain the capability to contact all hospital emergency departments directly via radio or other means during the transport of any patient covered under this franchise.

(b) The COUNTY shall maintain a dispatch function for all non-emergency transports, with the exception of transports emanating to or from a hospital that utilizes an ambulance service owned or contracted by the affected hospital, however, the PROVIDER may establish and maintain its own dispatch system, provided that the below listed data sets be provided to the Seminole County department of Public Safety on or before the 15<sup>th</sup> of each month.

(1) Number of non-emergency calls performed:

(A) Number of pre-arranged non-emergency transports:

(i) Scheduled - notice of need greater than 24 hours.

(ii) Unscheduled - notice of need these than 24 hours.

(2) Number of non-emergency calls received that were turned

over to another non-emergency franchise or Seminole County EMS System Agency:

(A) Totaled by franchise/agency.

(B) Reasons why turnovers occurred.

(3) Number of non-emergency calls received that end up emergency calls turned over to Seminole County EMS System.

(4) Breakdown of all locations.

(5) Response time (time received to patient contact) per call:

(A) Scheduled - notice of need greater than 24 hours.

(B) Unscheduled - notice of need these than 24 hours.

(6) Average response time (time received to patient contact per month (scheduled and unscheduled)):

(A) Scheduled - notice of need greater than 24 hours.

(B) Unscheduled - notice of need these than 24 hours.

(c) PROVIDER shall maintain the capability to receive direct calls from the Emergency Operation Center at all times. If PROVIDER desires to maintain a direct line such as a hotline with the Emergency Operations Center, all equipment costs will be borne by PROVIDER.

(d) PROVIDER shall have the equipment and communications capability necessary to comply with all applicable Federal, State, and local laws, rules, or regulations.

#### **Section 14. Records and Reporting Systems.**

Patient Care Data Reports shall be provided by PROVIDER to the County Department of Public Safety upon request as part of the Quality

Assurance Program established by the Department of Public Safety, in accordance with *Chapter 401, Florida Statutes*, and Chapter 64E-2, of the Florida Administrative Code.

**Section 15. Medical Control.**

(a) Under the terms of this Agreement, PROVIDER shall observe and comply with the most recent statutes and rules and regulations of the State of Florida and Seminole County respecting approved Emergency Medical Technician/Paramedic standing orders, protocols, drug lists and all other authorized medical procedures in the supervision of its employees.

(b) All emergency medical practical training and emergency educational programming conducted by PROVIDER shall, under the terms of this Agreement, be subject to review and approval of either the Seminole County Medical Director or a Medical Director selected by the PROVIDER in order to ensure the standardization of the level of education and skills of all practicing EMTs and Paramedics in the employ of PROVIDER operating within the COUNTY, as required in Chapter 401, Florida Statutes or its successor provision. The COUNTY retains the right to conduct periodic reviews and inspections of the PROVIDER patient care program.

(c) PROVIDER shall provide medical care during transport in accordance with Seminole County EMS Practice Parameters, as approved by the County Medical Director. The County Medical Director and the Public Safety Director, or his designee, will review the PROVIDER drug control program and present recommendations for improving any and all aspects of company policies in this area.

(d) PROVIDER shall contract with the Seminole County Medical Director or a Medical Director selected by PROVIDER to provide supervision of medical performance of employees, as required by Chapter 401, Florida Statutes, or its successor provision. PROVIDER shall recognize the Medical Director's authority to refuse to allow a Paramedic or Emergency Medical Technician to practice under his medical direction, utilizing guidelines in the Seminole County Medical Director's Paramedic/Emergency Medical Technician Review Procedure. PROVIDER shall recognize the authority of the Seminole County Medical Director and his ability to conduct periodic review and inspections of patient care performance.

**Section 16. Authorized Managing Agent.** Throughout the term of this Agreement, PROVIDER shall establish and provide an authorized managing agent, designated in writing, to the COUNTY and that shall be the agent upon whom all notices shall be served from the COUNTY. Service upon the PROVIDER'S agent by a COUNTY authorized representative, to be designated by the Director of Public Safety, shall always constitute service upon PROVIDER.

**Section 17. Customer Complaints and Notification.** All written complaints pertaining to service rendered pursuant to this Agreement shall initially be directed to PROVIDER and shall be answered within five (5) working days. PROVIDER shall supply the COUNTY with copies of all complaints on a form approved by the COUNTY indicating the disposition of each complaint. The form shall indicate the day and hour on which it was received and resolved. COUNTY shall notify PROVIDER of each complaint reported to the COUNTY. It shall be the duty of PROVIDER

to take all steps necessary to remedy the cause of the cause of the complaint and notify the COUNTY with a full explanation of the disposition.

**Section 18. Fiscal Management and Payment.**

(a) In providing ambulance service, PROVIDER shall make charges to persons using any such services. The Board of County Commissioners of Seminole County approved transport fee of TWO HUNDRED EIGHTY AND NO/100 DOLLARS (\$280.00) is established as the maximum transport fee to be charged a patient transported to a facility within the territorial boundaries of Seminole and Orange Counties. A mileage fee not to exceed SIX AND NO/100 DOLLARS (\$6.00) per loaded mile may be assessed to patients transported to locations outside Seminole and Orange Counties.

(b) **Books and Records.** PROVIDER agrees to keep and preserve complete financial books and records in accordance with generally accepted accounting procedures and principles. The said books and records shall be subject to inspection, review and audit by the Board of County Commissioners of Seminole County or its authorized representative. Said books and records shall be maintained so as to provide a separate accounting of the activities of PROVIDER in and for Seminole County.

**Section 19. Interagency Cooperation.**

(a) In the execution of obligations and responsibilities inherent under this Agreement, PROVIDER will cooperate with the County Medical Director and the Director of Public Safety, or their designees.

(b) Cooperation will include, but not be limited to, a commitment to work continuously with the above named agencies and individuals to

develop mutually acceptable performance standards, data collection and reporting systems and enable performance evaluation and to explore alternative approaches for effective resource management, communications and transportation.

(c) It is the intention of the parties to this Agreement that the obligation of PROVIDER to cooperate as herein provided be construed as a good faith reasonable effort on the part of PROVIDER which does not involve a substantial increase in cost or expense.

**Section 20. Operations.** The issuance of this Agreement to PROVIDER is based upon the continued certification and permitting of PROVIDER by the Department of Health, State of Florida. This certificate verifies the qualifications and fitness of PROVIDER as a provider of ambulance services meeting all State and Federal Emergency Medical Service Standards and Specifications.

**Section 21. Certificate of Convenience and Necessity.** The granting of a Certificate of Convenience and Necessity by the COUNTY shall be considered a part of the consideration of the franchise and upon termination of such franchise, whether for cause or non-renewal, the Certificate of Convenience and Necessity shall terminate and the license, for the issuance of which the Certificate of Convenience and Necessity is a legal prerequisite, issued by the State shall be surrendered to the State, to the extent that license relates to Seminole County.

**Section 22. Termination.**

(a) **Bankruptcy.** PROVIDER shall be deemed to be in default under this Agreement, and all rights granted to PROVIDER shall terminate

without any need for notice to PROVIDER, and this Agreement shall be terminated if any one (1) of the following conditions occur:

(1) PROVIDER becomes insolvent or makes an assignment for the benefit of creditors;

(2) A petition in bankruptcy is filed by PROVIDER, or such a petition is filed against and consented to by PROVIDER and is not dismissed within ninety (90) days;

(3) PROVIDER is adjudicated as bankrupt;

(4) A bill in equity or other proceeding for the appointment of a receiver of PROVIDER or other custodian for PROVIDER'S business or assets is filed and consented to by PROVIDER and is not dismissed within ninety (90) days, or a receiver or other custodian of the business or assets of PROVIDER is appointed.

(5) Proceedings for composition with creditors under any State or Federal law are instituted by or against PROVIDER.

(6) The real or personal property of PROVIDER shall be sold after levy thereupon by any Sheriff or Marshall.

(b) **Failure to Comply with Agreement.** Except as provided in the preceding subsection, if PROVIDER defaults under the terms of this Agreement, and such fault is not cured within ten (10) days after receipt of written notice to cure from COUNTY, then, in addition to all other remedies at law or in equity, COUNTY may terminate this Agreement. Termination under such circumstances shall become effective thirty (30) days from the date of receipt of PROVIDER of a written notice of termination.

(c) This Agreement may be terminated by the COUNTY, or PROVIDER, at any time for convenience upon ninety (90) days' written notice to the other party of such termination.

**Section 23. Entire Agreement.** This Agreement shall constitute the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, or amended in any respect unless in writing and signed by both parties hereto in an agreement of equal dignity herewith.

**Section 24. Notices.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

Director of Public Safety  
150 Bush Boulevard  
Sanford, Florida 32773

**For PROVIDER:**

Coastal Health Systems of Brevard, Inc.  
486 Gus Hipp Boulevard  
Rockledge, Florida 32955

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

**Section 25. Responsibilities of Parties.** The parties to this Agreement acknowledge that PROVIDER'S non-exclusive franchise is a valuable property interest and each party acknowledges its separate responsibility to take such reasonable measures, as may be required to protect that interest; provided, however, that nothing in this section shall be construed, in any way, to reduce PROVIDER'S obligations, duties and responsibilities under the terms of this Agreement or as provided by law, rule or regulation.

**Section 26. Independent Contractor.** It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of PROVIDER to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the PROVIDER an employee of the COUNTY, and the PROVIDER shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

**Section 27. Employee Status.** Persons employed by the PROVIDER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

**Section 28. Conflict of Interest.**

(a) PROVIDER agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) PROVIDER hereby certifies that no officer, agent, or employee of the COUNTY has any material interest (as defined in *Section 112.312, Florida Statutes*) either directly or indirectly, in the business of PROVIDER to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

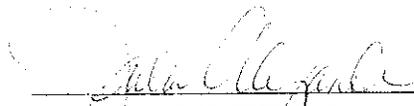
(c) Pursuant to *Section 216.347, Florida Statutes*, PROVIDER hereby agrees that monies received from COUNTY pursuant to this

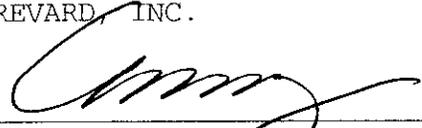
Agreement shall not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

COASTAL HEALTH SYSTEMS OF BREVARD, INC.

  
\_\_\_\_\_  
JULIA ALEXANDER Executive  
Vice-President, CFO

By:   
\_\_\_\_\_  
BILL MCCARTHY, President/CEO

Date: 2/11/2004

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

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

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

  
\_\_\_\_\_  
County Attorney  
AC/lpk  
9/5/03 11/18/03 1/21/04  
ambulance franchise agt - coastal health 2