

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** New Non-Exclusive Ambulance Franchise Agreement and Renewal to the Certificate of Public Convenience and Necessity for Rural/Metro Corporation of Florida d/b/a Rural Metro Ambulance

**DEPARTMENT:** Public Safety **DIVISION:** Medical Quality Assurance & Education

**AUTHORIZED BY:** Kenneth W. Roberts **CONTACT:** E. Frank Kirk **EXT** 5911

**Agenda Date** 10/22/02 **Regular**  **Consent**  **Work Session**  **Briefing**   
**Public Hearing - 1:30**  **Public Hearing - 7:00**

**MOTION/RECOMMENDATION:**

Board authorization for Chairman to execute a new Non-Exclusive Ambulance Franchise Agreement and Certificate of Public Convenience and Necessity for Rural/Metro Corporation of Florida d/b/a Rural Metro Ambulance

**BACKGROUND:**

The Board of County Commissioners authorized the Department of Public Safety, EMS/Fire/Rescue Division to begin providing emergency medical transport services beginning July 15, 1997. One aspect of emergency medical services is the transport of patients who do not need immediate medical intervention but require non-emergency transportation. These patients are usually located at hospitals, nursing homes or other health care facilities. The intent was to allow other agencies, public or private, the opportunity to provide non-emergency transport.

**CURRENT STATUS:**

Rural Metro Ambulance has an active Certificate of Public Convenience and Necessity (COPCN) for non-emergency transportation within the geographic boundaries of Seminole County, which expires on November 9, 2002. The Franchise Agreement will expire on November 9, 2002. A new Franchise Agreement and renewal to the COPCN as allowed by Section 2 Part a has been requested by Rural Metro Corporation of Florida d/b/a Rural Metro Ambulance.

**FEE STRUCTURE:**

The fee for non-emergency transportation shall not exceed the amount as approved by the Seminole County Board of County Commissioners.

**PERFORMANCE STANDARDS:**

Agency shall meet or exceed the requirements of Chapters 401 and 395 of the Florida Statutes and Chapter 64E-2 of Florida Administrative Code.

Reviewed by:  
Co Atty: [Signature]  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: [Signature]  
CM: \_\_\_\_\_  
  
File No. CPS03

**EMERGENCY MEDICAL SERVICES**

**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

**WHEREAS, RURAL/METRO CORPORATION OF FLORIDA d/b/a RURAL METRO AMBULANCE** 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 November 10, 2002 through June 30, 2003.

**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 emergency services on a twenty-four hour basis for the following areas: non-emergency transportation 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 **RURAL/METRO CORPORATION, d/b/a RURAL METRO AMBULANCE SERVICE**, whose address is 4728 Old Winter Garden Road, Orlando, Florida 32811, hereinafter referred to as "PROVIDER".

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

**WHEREAS**, Sections 402.21-401.481, Florida Statutes, the "Florida Emergency and Non-emergency Medical Services Act," or its successor provision, declares non-emergency medical transportation service to be essential to the health and well-being of all citizens of the State; and

**WHEREAS**, Chapter 17, Seminole County Code, which implements the Florida Emergency and Non-emergency Medical Services Act, 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 emergency medical services; and

**WHEREAS**, The Board of County Commissioners has determined that the present need for a safe, efficient and economical 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 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 non-emergency medical transportation services or air ambulance services as defined in *Section 401.23(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 be for a three (3) year period commencing on the effective date of this Agreement. 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 Certificate 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 in the following categories:

- (a) Patient's home to a care facility or nursing home;
- (b) Patient's home to a hospital outside Seminole and Orange Counties;
- (c) Convalescent facility to another convalescent facility;
- (d) Convalescent facility to a hospital;
- (e) Physician's office to a convalescent facility;



(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) **Worker's Compensation.** PROVIDER shall obtain and maintain, during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the provision of the ambulance services in Seminole County and in case any portion of this service is sublet or subordinated, PROVIDER shall require the subcontractor to provide equal Worker's 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 Worker's Compensation Law. In case any class of employees are engaged in hazardous work under the Worker's 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 00/100 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 any person or entity directly or indirectly employed by PROVIDER, and the amounts of such insurance shall be minimum limits, as follows:

- |   |  |
|---|--|
| (1) Bodily Injury Liability                   | \$1,000,000.00<br>Each Accident or<br>Occurrence |
| (2) Automotive Property Damage -<br>Liability | \$1,000,000.00<br>Each Accident or<br>Occurrence |
| (3) Property Damage - Liability               | \$ 500,000.00                                    |
| (Other Than Automobile)                       | \$2,500,000.00<br>Aggregate Operations           |
|   | \$2,500,000.00<br>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) **Owner's Protective Liability Insurance.** PROVIDER shall obtain and maintain an owner's protective liability insurance policy with the following minimum limits:

- |                   |  |
|-------------------|--|
| (1) Bodily Injury | \$1,000,000.00<br>Each Accident or<br>Occurrence |
|-------------------|--|



(2) Property Damage Liability \$1,000,000.00  
Each Accident or  
Occurrence

(g) **Contractual Liability.** PROVIDER'S insurance shall also include contractual liability coverage approved by COUNTY.

(h) **Fire and Extended Coverage Insurance.** PROVIDER shall obtain and maintain, during the life of this Agreement, a policy with fire and extended coverage and vandalism and malicious mischief coverage, completed value form equal to one hundred percent (100%) of COUNTY owned equipment utilized by PROVIDER.

(i) All insurance coverages shall name the COUNTY as the insured party, as an additional insured or as the beneficiary of the policy as required by the COUNTY.

**SECTION 7. CERTIFICATES OF INSURANCE.** Certificate of Insurance Forms shall be furnished by PROVIDER to the COUNTY upon 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 of 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 8. HOLD HARMLESS AGREEMENT.** In addition to the requirements to obtain and maintain various insurance policies in which the COUNTY is the insured party, an additional named insured or the beneficiary of the policy, 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, and any and all claims which result from any condition created or maintained by PROVIDER or subcontractor or any of their officers, employees, or agents, which condition was not specifically required to be created or maintained by the Agreement. 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 9. Inspections.** Each ambulance, piece of equipment, training records, premises, and dispatch center (if applicable) shall be available for inspection and may be inspected by the Seminole County Director of Public Safety, or his designee(s). The Department of Public Safety shall be made aware of and maintain the right to inspect, during normal working hours, PROVIDER'S operational procedures, as they apply to Seminole County's operations, whenever such inspection is deemed necessary by the COUNTY.

PROVIDER shall submit to periodic ambulance inspections, as required by Chapter 64E, 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.

**SECTION 10. LOCATIONS AND RESPONSE TIMES.** The level of service to be maintained by PROVIDER under the terms of this Agreement shall be for the PROVIDER to cause an ambulance to be dispatched to every non-emergency transport within thirty (30) minutes of the time the request for service is received from the Seminole County Emergency Operations Center. If the PROVIDER fails to achieve the thirty (30) minutes dispatch criteria, as determined by the COUNTY, the PROVIDER shall work closely with the County Public Safety Department to determine the cause of failure and make adjustments as needed. Repeated, unacceptable failure to timely respond shall be grounds for termination of this Agreement by the COUNTY.

**SECTION 11. 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 12. SERVICE TO INDIGENTS.** PROVIDER does hereby agree to furnish emergency ambulance service to the nearest facility for all indigents duly certified by the proper government officials. This ambulance service for said indigents shall be provided without any

additional charge to COUNTY or any officer thereof.

**SECTION 13. 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 14. 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 emergency 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 Emergency Medical Section of the State of Florida, Department of Health and Rehabilitative Services. 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) PROVIDER shall adopt and use the standard colors, emblems, and markings, as required by existing Federal and State standards. Each

ambulance shall be clearly identified as being used or Advanced Life Support (ALS). PROVIDER'S name, as well as ambulance unit number, shall appear prominently on each vehicle.

(d) 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.

(e) PROVIDER shall hold a valid and current State Certification as an Advanced Life Support provider as specified by Chapter 64E, Florida Administrative Code, or its successor provision, and all PROVIDER ambulances operating as ALS units in Seminole County shall be equipped to meet minimum standards as established by the regulations specified in that Code. In addition, ALS 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 15. 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, as 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 EMT's 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 EMT's 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.

**SECTION 16. COMMUNICATION.**

(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
    1. Scheduled - notice of need greater than 24 hours
    2. Unscheduled - notice of need these than 24 hours
2. Number of non-emergency calls received that were turned over to another non-emergency franchisee or Seminole County EMS System Agency.
  - A. Totaled by franchisee/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 call 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 contract per month (scheduled and unscheduled)

A. Scheduled - notice of need greater than 24 hours

B. Unscheduled - notice of need less 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 hot-line 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 and regulations.

**SECTION 17. RECORDS AND REPORTING SYSTEMS.**

(a) 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 10D-66, of the Florida Administrative Code.

(b) Transport Response Data Reports shall be provided in a like manner, as provided in Paragraph 17(A) above for patient care profiles. Call response profiles shall, at a minimum, number of transports per month, destination of transports, response times, and other information that may be required by the COUNTY.

(c) PROVIDER shall provide run reports of all patients transported by the PROVIDER to the COUNTY on a monthly basis. The reports shall contain information required to comply with the Florida EMS Run Reporting System, or as otherwise requested by the COUNTY.



**SECTION 18. 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 or 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.

(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 or 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 19. 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 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 20. 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 21. FISCAL MANAGEMENT AND PAYMENT.**

(a) In providing ambulance services, PROVIDER shall bill persons using any such services. The amount billed persons for such services shall not exceed the maximum fee amount for such services as set by the Board of County Commissioners from time to time.

(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 22. 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 23. OPERATIONS.** The issuance of this Agreement to PROVIDER is based upon the continued certification and permitting of PROVIDER by the Department of Health and Rehabilitative Services, 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 24. CERTIFICATE OF CONVENIENCE AND NECESSITY.** The granting of a Certificate of convenience and Necessity by the COUNTY shall be considered as 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 surrender to the State, as it relates to Seminole County.

**SECTION 25. 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 26. 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 27. 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:**

Rural/Metro Corporation of Florida d/b/a Rural Metro Ambulance  
4728 Old Winter Garden Road  
Orlando, Florida 32811

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

**SECTION 28. 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 29. 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 30. 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 31. 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:

RURAL/METRO CORPORATION  
OF FLORIDA  
d/b/a RURAL METRO AMBULANCE

\_\_\_\_\_  
STEVEN M. LEE, Secretary

By:   
RUSSELL MAXWELL, Regional President

(CORPORATE SEAL)

Date: 10/8/02

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.  
Approved as to form and  
legal sufficiency

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

\_\_\_\_\_  
County Attorney  
AC/lpk  
10/1/02  
rural metro ambulance