



Resilient Environment Department

CONSUMER PROTECTION DIVISION

1 North University Drive, Box #302 • Plantation, Florida 33324 • 954-765-1700 • broward.org/consumer

**ADVANCED/BASIC LIFE SUPPORT SERVICE
CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY (COPCN) APPLICATION INSTRUCTIONS**

The items listed below are required for a complete application. Please use this list of instructions to ensure the application is complete before submitting. A complete application will greatly reduce the processing time. If renewing your application, it must be received in this office prior to the date provided to you to renew your current COPCN.

Type of Application: Mark all the appropriate lines. A separate application is required for each class of service.

Number One: The name of the service that is placed on line 1 must match the name listed on your State of Florida Advanced/Basic Life Support Service License and Articles of Incorporation (if applicable). All the rest of the lines need to be filled out appropriately. Please include your e-mail address if you have one.

Number Two: The contact person/manager's name should be the person who would receive all correspondence from this office. Governmental agencies, on a separate sheet, provide the Fire Chief and City Manager's name, telephone number, and email address.

Number Three: Fill in as requested.

Number Four: Fill in the date of incorporation or formation of the local government, firm, corporation, association, or other entity.

Number Five: Fill in as requested.

Number Six: Fill in as requested.

Number Seven: List the addresses of your base station (headquarters) and all substations, include the substation identifier (e.g., station 2). Use additional sheet if necessary.

Number Eight: List the type of communication between your vehicle and the hospital. Med 5, 8, and 10 are required pursuant to the EMS communications plan established in Chapter 401 Part 1, Florida Statutes and Broward County. Chapter 401, Florida Statutes, Part 1, is administered by the State Technology Office which requires the following related to communications:

- Obtain copies of the Emergency Medical Services Communications Plan--Volume 1 for administration and Volume II for each vehicle and dispatch center.
- Obtain a Federal Communication Commission (FCC) license authorizing your radio communication system operation.

Number Nine: Fill in as requested.

Number Ten: Fill in as requested.

Number Eleven: The medical director must be a Florida licensed physician. A copy of his/her current license from the department must be included. ALS providers must also include a copy of the U.S. Department of Justice, Drug Enforcement Administration Certificate issued to the physician or hospital pharmacy (if hospital based) listing the address at which the applicant stores controlled substances.

☐ **Attachment 1:** Attach as requested. Governmental entities which provide Class 1 ALS rescue service by contract please attach a copy of the contracted entities State license. Additionally, a copy of the contract needs to be included.

☐ **Attachment 2:** If the applicant is a governmental entity, the amount of money that the applicant has budgeted for the classification of services for which the application is submitted. Financial information of a nongovernmental applicant to ensure its financial ability to provide and continue to provide service to the area in a safe, comfortable, and reliable manner. Financial information includes, but is not limited to:

- The applicant's two (2) most recent years of Medicare audits, if any.
- Three (3) years of the most recent audited financial statements of the entity and its parent company or holding company, if any. For purposes of this subsection, a parent company or holding company means any person or entity holding, owning, or in control of more than ten percent (10%) of the stock or ownership interest in the applicant's entity.
- If the applicant is a corporation, the type and number of shares outstanding and the names and addresses of all shareholders; and
- The financial responsibility of the applicant to maintain insurance for the payment of personal injury, death, and property damage claims.

☐ **Attachment 3:** Insurance verification:

- Every nongovernmental EMS provider must carry bodily injury and property damage insurance with an insurance carrier or company qualified as an insurance company authorized to transact insurance in the State of Florida to secure payment for any loss or damage resulting from any occurrence arising out of or caused by the operation or use of any of the provider's EMS transport vehicles. Each EMS transport vehicle, including owned, hired, and non-owned vehicles, must be insured for a minimum of One Million Dollars (\$1,000,000) for each occurrence, combined single limit bodily injury, death, or property damage liability. Each EMS provider that employs medical personnel must maintain malpractice insurance in an amount not less than One Million Dollars (\$1,000,000) for each occurrence. If an EMS provider does not employ medical personnel, the provider must provide the County with satisfactory evidence of malpractice insurance in the amount of One Million Dollars (\$1,000,000) from the entity providing the medical personnel.
- Every insurance policy or contract for insurance must provide for the payment and satisfaction of any financial judgment entered against the provider or against any person driving a vehicle of the provider. Certificates of insurance or certified copies of such policies must be filed with the Division. All such insurance policies, certificates of insurance, and certified copies of such insurance policies shall provide for a thirty (30) day notice of cancellation to the County. All such certificates of insurance must show the County as a certificate of insurance holder and that the County is listed and endorsed as an additional insured on all policies required under this section. Thirty (30) days prior to the policy's expiration date, the EMS provider must provide the County with a renewal certificate of insurance.
- Every governmental provider must either furnish evidence of bodily injury, property damage, and malpractice insurance in an amount equal to that for which it would be liable pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or such governmental provider may furnish a certificate of self-insurance evidencing that it has established an adequate self-insurance plan to cover such risks and that the Florida Department of Insurance has approved the plan. A certificate of self-insurance issued by the Florida Department of Highway Safety and Motor Vehicles is not acceptable evidence of insurance.

☐ **Attachment 4:** The ALS/BLS Vehicles, BC Form A-1, needs to be completed. If you have a computer-generated list of vehicles, you may write “see attached” on Form A-1 and attach your list. Also provide a copy of your current permit application, DH Form 1510, on file with the State. You will also need to provide a license plate number for each vehicle listed.

If you are permitting aircraft under an ALS license application, please attach the following information: Complete ALS Air Rescue Vehicles, BC Form A-2.

Include:

- Medical malpractice/professional liability insurance for each air medical crew member and medical director.
- Aircraft liability insurance coverage.
- A copy of the air worthiness certificate for each aircraft permit you are applying for.

☐ **Attachment 5:** The ALS/BLS Personnel, BC Form B-1, needs to be completed. If you have a computer-generated list of personnel, you may write “see attached” on Form B-1 and attach your list. Please remember all the same information required on Broward County forms shall be included in computer-generated lists.

☐ **Attachment 6:** FCC license/communications contract.

- EMS providers must provide continuous telephone access to the public, including telephone communications between the location at which they operate or receive calls and the local communications center.
- EMS providers must provide and maintain the capability for two-way radio communication between the location at which they operate or receive calls and each of their transport vehicles.
- EMS providers must provide and maintain the capability for UHF two-way radio communication between each of their ALS rescue vehicles and Broward County hospitals in accordance with Florida and County Emergency Medical Service Communication Plans, as well as any additional communication devices as may be reasonably required by the County Administrator or Section 401.015, Florida Statutes.
- EMS providers must maintain the capability to communicate medical information as needed with local and regional hospitals as required by Section 401.015, Florida Statutes.

☐ **Attachment 7:** A copy of a fully executed contract between a Florida licensed physician and the applicant or a letter of agreement signed by the physician and the applicant must be included.

- The EMS providers' medical directors must develop and **issue standing orders that are provided to all of the EMS providers' paramedics and all emergency departments to which the entities routinely transport patients** and must be maintained in each of the EMS providers' ALS ground rescue vehicles.

☐ **Attachment 8:** Attach as requested.

☐ **Attachment 9:** Trauma Transport Protocols signed by the current medical director. If they are uniform with the entire County a signed statement from your medical director to that effect is acceptable.

☐ **Attachment 10:** Attach as requested.

☐ **Attachment 11:** A governmental EMS provider may contract with one (1) or more EMS providers for ALS rescue service. An EMS provider rendering this level of medical service for a governmental entity, pursuant to an agreement with the governmental entity, must operate under the Class 1 - ALS rescue certificate held by the governmental entity. Provide a copy of the most recent executed agreement and any addendums/extensions to the agreement.

Fees are established by §37.66 and 37.67, Broward County Administrative Code. Fees can be paid by mail with check only, or in-person with check or credit card.

ALL FEES ARE NONREFUNDABLE.

Annual Fees as of October 1, 2024

COPCN Application Processing Fee.....**\$702.00**

COPCN/License Fee.....**\$350.00**

Vehicle Permit Fee.....**\$71.00**

NOTE: COPCN/License and Vehicle permit fees will be processed separately. Certificate fee includes the first five (5) vehicles or less, including aircraft (renewals only). Vehicle permit fees apply for each vehicle more than five (5) vehicles.

Application must be signed by the Fire Chief, Sheriff, or City Manager and must be notarized.

If you are not currently licensed in the State of Florida, A license must be issued before you may operate in this County.

EMS providers must comply with all applicable laws, rules, and regulations set forth in Florida law, the Florida Administrative Code, the Broward County Code of Ordinances, and the Broward County Administrative Code.

An EMS provider's EMS transport vehicles, excluding an EMS provider with a Class 1 - ALS rescue certificate or Class 4 - ALS air rescue certificate, will be inspected, at a minimum, once yearly or as may be deemed necessary by the Division to ensure compliance with all applicable laws, rules, and regulations set forth in Florida law, the Florida Administrative Code, the Broward County Code of Ordinances, and the Broward County Administrative Code.

ALL Certificate Holders must comply with all applicable laws, rules, and regulations set forth in Florida law, the Florida Administrative Code, the Broward County Code of Ordinances, and the Broward County Administrative Code.

ALL Certificate Holders must enter into an agreement with Broward County to provide emergency back-up EMS transportation. A copy of a draft agreement, including rates, is attached herein.



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Certificate of Public Convenience and Necessity Application

Type of application (Check all that apply):

☐ New ☐ Renewal

☐ Class 1 – ALS Rescue ☐ Class 2 – ALS Transfer

☐ Class 3 – BLS Transport ☐ Class 4 – ALS Air Rescue ☐ Class 5 – ALS Specialty Transport

1. Applicant: _____

D/B/A: _____ State License#: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Email address: _____ Telephone: _____

2. Manager's Name / Contact Person: _____

Title: _____ Telephone: _____ Cell: _____

Email Address: _____

3. The name, address, telephone number, e-mail address, and title of the appropriate government official or, as applicable, the general manager, owner(s), officer(s), and director(s) of the firm, corporation, association, or other entity seeking a certificate (attach list if more than three individuals):

4. Date of incorporation/formation of business association ((include copies of articles of incorporation, fictitious name registration): _____

5. Geographic area or emergency call zone requesting to service (be specific): _____

a. Approximate population of the area: _____

6. The length of time the applicant has been providing EMS service in Broward County, if the applicant is seeking a renewal certificate: _____

7. List the addresses of your base station (headquarters) and all substations, include the substation identifier (e.g., station 2, attach list if more than three substations).

Base Station: _____

Substation: _____

Substation: _____

Substation: _____

8. A description of the applicant's telephone and radio communications system including, but not limited to its assigned frequency, call numbers, and hospital communications capabilities: _____
-
9. The number of units that are:
- a. In-service, fully equipped, staffed, and operational twenty-four (24) hours a day _____
 - b. fully equipped, but reserved for emergency response _____
 - c. The maximum number of units that would be placed in the area requested to respond to emergency calls and routine transfers _____
 - i. Applicants for Class 1 - ALS rescue must identify the minimum number of vehicles used for the provision of ALS rescue (transport and nontransport) on a twenty-four (24) hour per day, seven (7) day per week basis _____
10. Proposed response time including a description of the source for such information: _____
-
11. Medical Director: _____
- Mailing Address: _____
- City: _____ State: _____ Zip Code: _____
- Phone Number: _____ Email address: _____
- Florida License Number: _____ Exp. Date: _____
- D.E.A. Certificate Number: _____ Exp. Date: _____
- (Attach separate sheet if more than one Medical Director/Associate Medical Director. Also attach copy of Florida medical license and D.E.A. certificate for each)
12. Attach the following:
- Attachment #1* - Copy of current State of Florida EMS license.
 - Attachment #2* - Financial Information.
 - Attachment #3* - Certificates of insurance or certificates of self-insurance in compliance with this chapter.
 - Attachment #4* - ALS/BLS Vehicles (Form A-1) and/or ALS Air Rescue Vehicles (Form A-2).
 - Attachment #5* - ALS/BLS Personnel (Form B-1).
 - Attachment #6* - FCC license/communications contract.
 - Attachment #7* - Written evidence that the applicant has employed or contracted with a medical director.
 - Attachment #8* - A statement from an applicant seeking to perform ALS Service and signed by its medical director attesting that all the applicant's EMTs and paramedics are certified, qualified, and authorized to perform basic and advanced life support.
 - Attachment #9* - Trauma Transport Protocols signed by current medical director. If they are uniform for the entire County a signed statement from your medical director to that affect is acceptable.
 - Attachment #10* - Applicants for Class 2 - ALS transfer must identify staffing patterns and operational hours for each permitted vehicle.
 - Attachment #11* - Provide a copy of the most recent executed agreement and any addendums/extensions to the agreement with an EMS Service provider rendering this level of service.

Important Notes:

1. Application packet and application fee will be accepted by mail sent to Broward County Consumer Protection Division, 1 North University Drive, Mailbox 302, Plantation, FL 33324. Payment can be made by mail with check only, or in-person by check or credit card.
2. **NOTE:** COPCN/License and Vehicle permit fees will be processed separately.
3. Non-governmental: provide a copy of County and Municipal Business Tax Receipts or NEW applicant provide a letter identifying proposed business office location in Broward County.

I, the undersigned, a representative of the above service do hereby attest that this application meets all requirements for operation of an Emergency Medical Service (EMS) Provider in the State as provided in Chapters 395 and 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and Chapter 3½ Article I, Broward County Code of Ordinances. I further acknowledge any violations or discrepancies discovered will subject this service and its authorized representatives to actions and penalties provided by law.

All statements on this application and attachments are true and correct.

Signature of Owner/Manager

Title

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20_____,
by _____ (name of person making statement).

SEAL

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally Known: ☐ OR Produced Identified: ☐ Type of
Identification Produced: _____

FALSE OFFICIAL STATEMENTS: Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree. § 837.06, Florida Statutes.



AGREEMENT BETWEEN BROWARD COUNTY AND _____ FOR
EMERGENCY BACKUP AMBULANCE SERVICE

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and _____ ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Broward County Board of County Commissioners awarded a Certificate of Public Convenience and Necessity ("Certificate") to Contractor on _____, contingent on County and Contractor entering into an agreement to provide emergency backup ambulance service.

B. On _____, the Parties entered into an agreement for emergency backup ambulance services.

C. The Parties desire to continue to promote and maintain the highest quality of service including emergency backup ambulance service and Advanced Life Support and Basic Life Support routine transfer services to be rendered by Contractor on an as-needed basis.

D. County and Contractor are entering into this Agreement for emergency backup ambulance services, contingent upon Contractor's Certificate being renewed pursuant to Section 3½-8 of the Broward County Code of Ordinances.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Advanced Life Support** or **ALS** means advanced life support emergency medical services as defined by Chapter 401, Florida Statutes, and Chapter 3½, Broward County Code of Ordinances, as may be amended from time to time.

1.2. **Ambulance** means a transport capable motor vehicle properly licensed and equipped for the level of care provided as defined by Chapter 401, Florida Statutes, Chapter 3½, Broward County Code of Ordinances, as may be amended from time to time.

1.3. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.4. **Backup Service** means a response by Contractor, upon request of County or

another governmental entity, where sufficient resources are not readily available, as well as extraordinary circumstances including, but not limited to, an excessive number of 911 calls received at a communications center, mass casualty incidents, hurricanes, other natural or unforeseen disasters, and pandemics.

1.5. **Base Station** means the primary location of Contractor's administrative headquarters.

1.6. **Basic Life Support** or **BLS** means basic life support emergency medical services as defined by Chapter 401, Florida Statutes, and Chapter 3½, Broward County Code of Ordinances, as may be amended from time to time.

1.7. **Board** means the Board of County Commissioners of Broward County, Florida.

1.8. **Certificate** or **Certificate of Public Convenience and Necessity ("COPCN")** means a certificate issued to Contractor by County pursuant to Chapter 3½, Broward County Code of Ordinances, as may be amended from time to time.

1.9. **Contractor Administrator** means the Chief Medical Examiner of the Broward County Office of Medical Examiner and Trauma Services, or such other person designated by the Chief Medical Examiner in writing.

1.10. **County Administrator** means the administrative head of County appointed by the Board.

1.11. **Emergency Call** means the response of an EMS provider to the scene of a reported medical emergency under conditions that warrant travel with flashing lights and sirens operating pursuant to the request of a communications center, a public safety agency, or as otherwise provided by rules and regulations promulgated County.

1.12. **Emergency Medical Services** or **EMS** means emergency medical services that involve either ALS or BLS pre-hospital care under the appropriate medical direction and/or either ALS or BLS transport to an appropriate medical facility.

1.13. **Emergency Medical Technician** or **EMT** means any person who is trained in basic life support and who is certified to perform such procedures in emergency situations in accordance with Florida law.

1.14. **Private BLS Transport Provider** means private ambulance companies that possess a valid COPCN for the provision of BLS transportation services and have entered into an agreement with County to provide backup services.

1.15. **Routine Transfer** means the transportation by ambulance of stretcher patients under nonemergency conditions pursuant to Chapter 3½, Broward County Code of Ordinances. A routine transfer refers to either an interfacility medical transfer between two (2) facilities licensed by the State of Florida or a transfer that originates or terminates at a patient's residence.

1.16. **Services** means all work required by Contractor under this Agreement, including without limitation all Backup Service, or other services specified in Exhibit A.

1.17. **Specialty Care Transport** means the transportation of a critically injured or ill patient. This level of transportation is deemed necessary when a patient's condition requires ongoing care that must be furnished by one or more professionals in the appropriate specialty area (nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training) during a routine transfer.

1.18. **Transport** means transportation of one person, under either ALS or BLS conditions, to an appropriate medical facility. The transportation of two persons in the same ambulance shall be considered two separate transports.

1.19. **Waiting Time** means a delay that is incurred by Contractor for time spent waiting to relinquish patient care to a medical care facility/personnel and/or time spent waiting during a patient's treatment/medical care at a medical facility. Waiting time generally applies to (1) unusual circumstances (medical complications requiring additional time, effort, or expense; (2) delays outside Contractor personnel's control; and/or (3) time while remaining with a patient during a procedure and then returning the patient to the pick-up location. Waiting Time is billed in thirty (30) minute increments beginning after the first thirty (30) minutes.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Rates
Exhibit C	Fee Forgiveness Program
Exhibit D	Minimum Insurance Coverages
Exhibit E	Federally Funded Contracts
Exhibit F	Work Authorization Template

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Optional Services. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. If any goods or services under this Agreement or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit F executed by Contractor and County pursuant to this section. Notwithstanding anything to

the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until after receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The First Extension term of this Agreement shall begin on _____ ("Effective Date"), shall end on _____ ("First Extension Term") unless otherwise terminated as provided in this Agreement. The First Extension Term, Additional Extension Term(s), and any additional extension as described in this article are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to five (5) additional one-year extension terms (each, an "Additional Extension Term") by sending notice of extension to Contractor at least thirty (30) days prior to the extension of the then-current term. The County Administrator is authorized to exercise this extension option.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the County Administrator, render the exercise of an Additional Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the County Administrator, result in a gap in the provision of Services necessary for the ongoing operations of County, then the County Administrator may extend this Agreement on the same terms and conditions for period(s) not to exceed three (3) months in the aggregate. The County Administrator may exercise this option by written notice to Contractor stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

4.4. Extension Rates and Terms. If an Additional Extension Term or the extension described in Section 4.3 was invoked by County, Contractor shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5. Maintaining COPCN. The Parties acknowledge and agree that the continuation of this Agreement is at all times subject to Contractor maintaining its Class 3 – BLS Transport COPCN and its Class 2 – ALS transfer COPCN, as defined by Chapter 3½, Broward County Code of Ordinances.

4.6. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.7. Time of the Essence. Time is of the essence in performing the duties, obligations,

and responsibilities required by this Agreement.

ARTICLE 5. RATES AND COMPENSATION

5.1. Rates. The rates for the Services to be provided under this Agreement for ALS or BLS services are set forth in Exhibit B (Rates). For Optional Services set forth in Exhibit A that are requested by County, Contractor shall invoice in accordance with the hourly rate set forth in Exhibit B not to exceed \$40,000 annually or \$200,000 for the entire term of the Agreement.

5.2. Method of Billing and Payment. Payment shall be made by County only for Services performed and completed at the request of County pursuant to this Agreement, which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2.1. Contractor must submit invoices for compensation no more often than monthly, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall describe the Optional Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator.

5.2.2. County shall pay Contractor within thirty (30) days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.3. Contractor must pay subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from subcontractor or supplier, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially like those set forth in

this subsection in its contracts with subcontractors and suppliers.

5.3. Administrative Cost Offset. Contractor shall pay County annually, upon the Effective Date of this Agreement and by each January 1 thereafter for the duration of the Term, the sum of Twelve Thousand Five Hundred Dollars (\$12,500) to offset a portion of County's administrative costs related to the monitoring, reporting, regulating Contractor's rates, and responsibilities associated with this Agreement. This amount will increase two percent (2%) each year commencing with the first payment due after the Effective Date.

5.4. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. County shall not be liable for any expenses that exceed those allowed by Section 112.061, Florida Statutes, or that were not approved in writing in advance by the Contract Administrator.

5.5. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.6. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. FEE FORGIVENESS

6.1. For the duration of the Term, each year Contractor will earmark, on a semi-annual basis, seven percent (7%) of the total revenue of billable calls, up to an annual maximum amount of One Hundred Seventy Thousand Dollars (\$170,000), for the purpose of establishing a procedure for write-offs to forgive fee indebtedness for charges related to certain clients, based on methodology set forth in Exhibit C. For purposes of this article, "billable calls" means any transport provided by Contractor where Contractor bills for services provided. The Parties shall, in good faith, annually revisit this amount and methodology to determine if renegotiation of the amount is warranted based on a review of the records/reports related to billable calls for the prior year. Any changes shall be set forth in a written amendment to this Agreement, and the County Administrator is authorized to execute same on behalf of County.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligations of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal power, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf

of Contractor and does so with full legal authority.

7.2. COPCN Representations. Contractor represents and warrants that all statements and representations made in Contractor's application or other supporting documents submitted to County in connection with the COPCN or this Agreement were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

7.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.4. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.5. Discriminatory Vendor and Scrutinized Companies Lists: Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

7.6. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.7. Verification of Employment Eligibility. Contractor represents that Contractor, and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate the statute. If Contractor violates the section, County may immediately terminate this

Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

7.8. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

7.9. Prohibited Telecommunications Equipment. Contractor represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

7.10. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 8. SPECIFIC PERFORMANCE

The Parties agree and stipulate that if a nonmonetary breach of this Agreement occurs, the Party giving notice of breach is entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this Agreement. The Parties acknowledge that money damages or other legally available remedies may be inadequate to compensate the other Party for the failure to perform, and that the Party giving notice is entitled to obtain an order requiring specific performance by the other Party. Failure of any Party to exercise its rights in the event of any breach by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by the other Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the terms specifically contained therein. This article shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity. The remedy of specific performance for a default under this Agreement is in addition to County's right to terminate this Agreement pursuant to Article 11 of this Agreement.

ARTICLE 9. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 10. INSURANCE

10.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Chapter 3½, Broward County Code of Ordinances, and Exhibit D in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

10.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

10.3 On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide County with a copy of its

updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

10.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Chapter 3½, Broward County Code of Ordinances, or Exhibit D, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not required contribution from any County insurance, self-insurance or otherwise, which shall be more than and shall not contribute to the required insurance provided by Contractor.

10.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so, elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

10.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County and agrees to obtain same in an endorsement of Contractor's insurance policies.

10.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

10.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required insurance coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

10.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration

stated in Exhibit D, and (3) if coverage is cancelled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit D.

ARTICLE 11. TERMINATION

11.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may be affected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided.

11.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

11.2.1. Contractor's failure to perform the Services suitably or continuously in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; or

11.2.2. If a COPCN issued to Contractor is revoked by County pursuant to Chapter 3½, Broward County Code of Ordinances. The termination date of this Agreement would be deemed simultaneous with the effective date of the revocation of the COPCN.

11.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except the notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.4. If this Agreement is terminated for convenience by County, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise

due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with Section 11.1.

11.5. The Parties acknowledge that the term of a COPCN granted by County could be for a period beyond the Term of this Agreement. In the event County grants Contractor's application for a COPCN for a period of time beyond the Term of this Agreement, including any Additional Extension Term, or the Agreement is terminated by either Party, the Parties agree that expiration or termination of this Agreement prohibits Contractor from providing Backup Service for County under the COPCN and prohibits Contractor from providing Routine Transfers. This restriction does not adversely impact or affect the ability of Contractor to provide services for another municipality within Broward County because Contractor will be providing such services under COPCN issued to the respective municipality.

11.6. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 12. NONDISCRIMINATION OR REFUSAL OF SERVICE

12.1. No Party may discriminate based on race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.2. Contractor shall not discriminate against any patient in the performance of this Agreement, including but not limited to Emergency Medical Services or Routine Transfers, because of a patient's race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression.

ARTICLE 13. MISCELLANEOUS

13.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

13.2. Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

13.2.1. Keep and maintain public records required by County to perform the Services.

13.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law.

13.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

13.2.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide an affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT (954) 357-5229, MBACHMANN@BROWARD.ORG, 5301 SW 31 AVENUE, FORT LAUDERDALE, FLORIDA 33312.

13.3. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor shall make same available in written form at no cost to County.

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor more than five percent (5%) of the total contract billings reviewed by County, in addition to adjusting for the overcharges, Contractor shall pay the actual cost of County's audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due because of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

13.4. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a party to this Agreement.

13.6. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as waiver of

sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any manner arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

13.7. Third-Party Beneficiaries. Neither Contractor nor County intends to benefit a third party directly or substantially by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.8. Notice and Payment Address. For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Office of Medical Examiner and Trauma Services
ATT : Director/Manager Trauma Services
5301 SW 31 Avenue
Fort Lauderdale, FL 33312
Email address: azerbe@broward.org

FOR CONTRACTOR:

[Name of Ambulance Company]
Attn: Director/Manager
[Address:]
Email address:

13.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County as law or in equity. A change in a majority of the ownership or a controlling interest of Contractor is deemed a transfer or assignment. Contractor may not assign or transfer any COPCN issued by County, except upon written approval by the Board.

13.10. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgement and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against

County in any legal administrative proceeding in which he, she, or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.

13.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.12. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, Americans with Disabilities Act 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

13.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.14. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

13.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

13.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, reference by, or incorporated in this Agreement and any provision of Articles 1 through 13 of this Agreement, the provisions contained in Articles 1 through 13 shall prevail and be given effect.

13.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

13.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

13.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained herein.

13.20. HIPAA Compliance. County and Contractor have access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. In the event Contractor or County is a covered entity or business associate and is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor and County shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at <http://www.broward.org/Purchasing/Pages/StandardTerms.aspx>. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. County authorizes the County Administrator to sign Business Associate Agreements on its behalf.

13.21. Payable Interest

13.21.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects,

disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

13.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (compounded).

13.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

13.23. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

13.24. Use of County Logo. Contractor shall not use County's name, logo, or otherwise refer to the Agreement in marketing or publicity materials without prior written consent from County.

13.25. Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

13.26. Federally Funded Contracts. In the event Contractor provides services that are funded in whole or in part by federal funds, Contractor shall comply with the Federally Funded Contracts.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 20__, and Contractor, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Adam Katzman (Date)
Deputy County Attorney

By: _____
René D. Harrod (Date)
Deputy County Attorney

**AGREEMENT BETWEEN BROWARD COUNTY AND _____ FOR
EMERGENCY BACKUP AMBULANCE SERVICES**

CONTRACTOR

WITNESSES:

[Contractor's Name]

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

____ day of _____, 20____

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

Exhibit A Scope of Services

Contractor and County agree to the following:

A. Base Station

Contractor shall maintain a Base Station at the following location:_____. Contractor shall promptly provide to County's Contract Administrator, in writing, notice of any change in location of the Base Station.

B. Backup Service

1. Contractor shall provide Backup Service to County within a reasonable response time from receipt of a request from County's communication center. Requests by County for Backup Service in response to extraordinary circumstances, as defined by Section 1.4 of this Agreement, shall not be restricted by zone or service area.

2. Contractor shall operate solely as Backup Service for a governmental entity for the provision of emergency medical services under that governmental entity's Class 1- ALS Rescue COPCN within Zone _____. When operating as Backup Service for a governmental entity, Contractor will be deemed to be operating under the respective governmental entity's Class 1 – ALS Rescue COPCN.

3. The zone limitations set forth above shall not prohibit or restrict Contractor from responding to a municipality's request for proposal or bid to provide complete ALS or BS services within that municipality.

C. Routine Transfers

Contractor has the non-exclusive right to provide ALS and BLS Routine Transfers throughout the geographic boundaries of Broward County, Florida, not restricted by zone, pursuant to a valid COPCN issued by County to provide such services.

D. Standards

1. Contractor shall provide and maintain all ambulances utilized in the performance of ALS or BLS transport services pursuant to this Agreement, and in accordance with all federal, state, and county laws, rules, regulations, codes, and ordinances.

2. Contractor shall annually submit, in writing, to County the year, model, type, State of Florida Department of Health permit number, passenger capacity, mileage, and vehicle license number of every ambulance used by Contractor. Contractor shall promptly report to County any new or replacement ambulance.

3. Contractor shall equip all ambulances with the medical and emergency equipment for the level of service provided (ALS or BLS) as required by Florida Statutes, Florida Administrative Code, and the Broward County Code of Ordinances.

4. Contractor shall equip and maintain all ambulances with the communication equipment required by Chapter 401, Florida Statutes, Chapter 64J, Florida Administrative Code, and Chapter 3½, Broward County Code of Ordinances, as may be amended from time to time.

5. Contractor shall provide each of its employees with adequate initial orientation and continuing education in the uses and procedures of the appropriate communication systems.

6. Contractor agrees that, upon request by County, Contractor shall discontinue employment for the purpose of providing Services under this Agreement of any Contractor personnel whose performance under this Agreement is considered by County to be incompetent, disorderly, or otherwise objectionable. Contractor further agrees that it shall use its best efforts to investigate County's complaint as to any Contractor personnel.

7. Contract shall have the right to bill and collect from patients for Backup Service rendered in accordance with the rates established by County.

E. Reporting

1. Contractor shall within thirty (30) days after the commencement of this Agreement, submit in writing to County, the names, along with current EMT and/or paramedic certificate number and driver information of all employees utilized in the provision of ALS/BLS services. Contractor shall provide such reports to the Contract Administrator on an annual basis.

2. In addition to reporting the information required by Chapter 3½-12(g), Broward County Code of Ordinances, Contractor shall maintain a record/log on a form prescribed by County of all calls responded to pursuant to this Agreement and the number of cancellations. This record/log shall be available for inspection and review by County or its designated agent at any reasonable time upon reasonable notice. Contractor shall submit a copy of the record/log to County on a semi-annual basis.

3. Contractor shall keep its books and records ("Financial Records") pertaining to its operations under this Agreement in accordance with generally accepted accounting principles. Contractor's Financial Records shall be open for inspection by County or its designated agent upon request and reasonable notice throughout the terms of this Agreement. If the Financial Records contain information protected by HIPAA, the Parties agree to execute any necessary documents to comply with HIPAA, as described in Section 13.20 of this Agreement.

4. Contractor shall report changes of more than ten percent (10%) ownership in Contractor's business to the County Administrator, in writing, within 90 days after any such change.

F. Optional Services

If procured by County pursuant to a Work Authorization or other ordering document, Contractor may provide non-transport medical services performed by an EMT (e.g. Covid-19 testing, vaccination, etc.) for County programs on an as-requested basis at locations designed by County. County may select the type, amount, and timing of such services pursuant to a Work Authorization in substantially the form attached as Exhibit F executed by Contractor and County.

Exhibit B Rates

A. The rates specified below are charged per person and shall be in effect for the entire Term, unless otherwise expressly stated below.

Description	Emergency	Non-Emergency
BLS (per transport)	\$508.60	\$339.10
ALS (per transport)	\$599.50	\$489.80
ALS 2 Base*	\$881.00	\$881.00
Oxygen (per trip)	\$51.10	\$51.10
Mileage (per mile)	\$11.10	\$11.10
Specialty care transport (per transport)	\$1009.60	
Waiting Time		ALS - \$189.40 per hour BLS - \$169.60 per hour

*ALS 2 is an ALS transport that required three (3) or more invasive interventions during transport as described by Medicare Standards.

B. If Contractor performs Optional Services, as set forth in Exhibit A, pursuant to an executed Work Authorization or other ordering document issued by County, those services will be billed at the rate of \$100.00 per hour per employee performing the services. Contractor shall only invoice for, and payment shall be made only for, the time spent performing the services. The total amount of compensation paid to Contractor by County must not exceed \$40,000 annually or \$200,000 for the entire term of the Agreement.

C. If any public or health care entity requests a transport within Broward County and such public or health care entity is responsible for payment of such transport, Contractor shall charge that public or health care entity the same fees as identified in this Exhibit B. Contractor shall not utilize the Fee Forgiveness Program described in Article 6 and Exhibit C for writing off bills that are the responsibility of the requesting public or health care entity for any uncompensated patients or as required by state or federal law. "Uncompensated patients" shall mean those adults or children who meet the following criteria: (1) are residents of Broward County and reside within the geographical boundaries of Broward County; and (2) are uninsured and cannot minimally meet the qualifications of the Florida Medicaid Program.

D. The fixed rates established in this Exhibit B for the provision of ALS and BLS Routine Transfers shall commence on _____. Notwithstanding the above, the Parties acknowledge and agree that the fixed rates established in Exhibit B for Routine Transfers shall in no way interfere with or restrict any of Contractor's existing contractual obligations with facilities related to rates charged for Routine Transfers.

Further, notwithstanding the above, Contractor may renew or amend any existing agreement it has with a third-party payor that currently provides for the reimbursement of services at rates less than those set forth in Exhibit B, provided that the renewal or amendment increases rates so that the new third-party contractual rates are substantially like those set forth in this Exhibit B.

E. On October 1 of each year that this Agreement is in effect, the rates established in this Exhibit B will be adjusted by the percentage change in Consumer Price Index ("CPI"). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index – All Urban Consumers (Series IDCUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All terms), with a base period of 1982-84 = 100, and not seasonally adjusted.

F. The rates established in this Exhibit B shall apply to Contractor during the entire Term of this Agreement. Contractor shall not charge, demand, or request any fare other than the rates established by this Agreement, except as may be provided by federal or state law or as otherwise set forth in this Agreement. The failure to abide by the rates set forth in this Exhibit B shall be deemed a default and material breach of this Agreement and a violation of the term of the COPCN.

Exhibit C Fee Forgiveness

The following procedures shall be used in accordance with the requirements set forth in Article 6 of the Agreement:

1. To be eligible for the "Fee Forgiveness Program" (FFP) the patient must be a Broward County resident with a Broward County address. The origin of the ambulance transportation must be within Broward County and the destination must be Broward, Palm Beach, or Miami-Dade County.
2. Patients who are treated and transported on a repetitive basis may be eligible for the FFP; however, it is the intent of the FFP to reach as many eligible Broward County residents as possible.
3. The initial determination as to whether the patient meets both the criteria for the FFP, and medical necessity (as defined by Medicare) shall be made by the facility in which the patient was treated. The facility must deem the patient a charity case for the patient to be entered into the FFP.
4. The final determination as to whether or not any Broward County resident is eligible for the FFP shall rest with Contractor. Contractor will determine the financial need of the patient or that reasonable collection efforts have failed. Contractor's determination shall also include any medical coverage that the patient may become eligible for in the future.
5. Contractor agrees that it will not advertise or solicit for the FFP and acknowledges that it does not routinely waive coinsurance or deductible amounts.
6. Should funds earmarked for the FFP become depleted in any quarter, or at the end of the year, funding shall begin again at the start of the next quarter.
7. Should there be excess funds in the FFP from any quarter, or at end of year, funds shall roll over to the next quarter or year, as applicable.
8. Contractor shall provide County with a report on an annual basis of all Broward County residents who were deemed eligible by Contractor and participated in the FFP for the prior year. These reports shall be available for review by County staff at the main office of Contractor.

Exhibit D
Minimum Insurance Requirements
[USE FORM PROVIDED BY RISK, NOT CONTRACTOR]

SAMPLE

Exhibit E

Federally Funded Contract Requirements

Contractor shall comply with the following additional obligations of this exhibit (this "Exhibit") to the extent applicable, and such applicable obligations are hereby incorporated by reference and made a part of this Agreement:

1. Federally assisted construction contracts. For all federally assisted construction contracts (as defined in 41 C.F.R. Part 60-1.3):

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.01 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.02 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

1.03 Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of

Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.04 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.05 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.06 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.07 Contractor will include the provisions of Section 1.01 – 1.07 of this Exhibit in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency (as defined in 41 C.F.R. Part 60-1.3), Contractor may request the United States to enter such litigation to protect the interests of the United States.

1.08 Unless provided otherwise in 41 C.F.R. § 60-1, Subpart A, Contractor shall comply with the requirements of 41 C.F.R. § 60-1.7 (Reports and other required information), 41 C.F.R. § 60-1.8 (Segregated facilities), 41 C.F.R. § 60-1.9 (Compliance by labor unions and by recruiting and training agencies), 41 C.F.R. § 60-1.10 (Foreign government practices), 41 C.F.R. § 60-1.11 (Payment or reimbursement of membership fees and other expenses to private clubs), and 41 C.F.R. § 60-1.12 (Record retention).

2. Construction Work. For all contracts for construction work (as defined in 41 C.F.R. Part 60-1.3) more than \$2,000:

2.01 Contractor shall comply with 40 U.S.C. §§ 3141-3144, 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted

Construction”) and shall comply with requirements of 29 C.F.R. Part 3, as may be applicable.

2.02 Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Contractor shall pay such wages not less than once a week.

2.03 Contractor shall comply with the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” as may be applicable. Contractor shall not induce by any means any person employed in construction, completion, or repair of work, to give up any part of the compensation to which such person is otherwise entitled.

2.04 Contractor shall include Sections 2.01 – 2.03 of this Exhibit in any contract with a Subcontractor related to the performance of this Agreement and shall require all Subcontractors to include such clauses in any contract with any lower-tier subcontract.

2.05 A breach of any requirement in Sections 2.01 – 2.04 of this Exhibit may be grounds for termination of this Agreement by County and may be a basis for the debarment of Contractor or any Subcontractor as provided in 29 C.F.R. § 5.12.

3. Mechanics or Laborers. For all contracts more than \$100,000 that involve the employment of mechanics or laborers:

3.01 Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5).

3.02 Contractor shall, among other things, compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Contractor shall compensate work more than the standard work week at a rate of not less than one and half times the basic rate of pay for all hours worked more than 40 hours in the work week. Contractor shall not require laborers or mechanics to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

4. Environmental Requirements.

4.01 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and shall report any violations thereof to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

4.02 Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in State of Florida’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

5. Debarment and Suspension.

5.01 This Agreement is a “covered transaction” for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. Contractor affirms and verifies that neither Contractor, nor any of its principals (as defined in 2 C.F.R. § 180.995) or affiliates (as defined in 2 C.F.R. § 180.905) are excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935) from participating in this Agreement.

5.02 Contractor shall comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and shall include the requirement to comply with those regulations in any lower tier contract (*i.e.*, contract with a subcontractor) that is a “covered transaction” relating to this Agreement.

5.03 If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C or 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies against Contractor, including but not limited to suspension and/or debarment.

5.04 Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, until the termination or expiration of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier (*i.e.*, contracts with a subcontractor) covered transactions relating to this Agreement.

6. Byrd Anti-Lobbying Requirements. By execution of this Agreement, Contractor certifies that:

6.01 No Federal appropriated funds have been paid or will be paid, by or on behalf of the contract, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

6.02 If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

6.03 Contractor shall require that the language contained in Sections 6.01 – 6.02 of this Exhibit be included in all contracts with Subcontractors in connection with this Agreement.

6.04 This certifications in Sections 6.01 – 6.03 of this Exhibit are material representations of fact upon the County is relying in entering into this Agreement. Contractor certifies and affirms the truthfulness and accuracy of each statement of the foregoing certifications. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to these certifications.

7. Domestic Preferences for Procurements. Pursuant to 2 C.F.R. § 200.322 and consistent with applicable law, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States for goods, products, or materials purchased, acquired, or used in this Agreement. Contractor shall include a provision requiring such compliance in all subawards, subcontracts, purchase orders, or other transactions relating to this Agreement.

8. Procurement of Recovered Materials. Pursuant to 2 CFR § 200.323, Contractor agrees to comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, for all purchases under this Agreement. Contractor shall procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procure solid waste management services in a manner that maximizes energy and resource recovery; and establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Rights to Inventions Made Under a Contract or Agreement. If Contractor or its subcontractor is a small business firm or nonprofit organization performing experimental, developmental, or research work under a “funding agreement,” as defined under 37 C.F.R. § 401.2, the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by the awarding agency will apply to this Agreement. The clauses set forth under 37 C.F.R. § 401.14 are hereby incorporated by reference to the extent applicable under 37 C.F.R. § 401.3, with such changes as are necessary (*mutatis mutandis*).

Exhibit F

Work Authorization

Agreement Title: _____
Agreement Date: _____
Contract Number: _____
Work Authorization No. _____
Contractor: _____

This Work Authorization is between Broward County and Contractor pursuant to the Agreement. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time for this Work Authorization will be from the date of County's Notice to Proceed until [____ (____)] days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

See Exhibit A for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the work at issue is: \$[_____].

The total fee for goods and services under this Work Authorization is: \$[_____] ("Total Fee").

The Total Fee shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

(Signatures appear on the following page.)

