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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 17, 2024

Agenda Item No. 8(P)(4)

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Resolution No. R-818-24

Subject: Recommendation to Award Contracts for Medical Transportation Services

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Summary
This item is for the purchase of medical transportation services for Miami-Dade Fire Rescue Department (MDFR), Miami Dade Police Department (MDPD), Miami-Dade Department of Emergency Management (DEM), and Miami-Dade Corrections and Rehabilitation Department (MDCR), on an as needed basis. The ambulance services will supplement the services currently provided by the County, and the County will continue to be first responders to the scene and will request the services of the contractors in the event medical transportation services are needed at the Basic Life Support (BLS) Level. This service will ensure that MDFR's ambulance units can continue to be readily available to respond to life threatening emergencies in a timely manner. Approval of this item will support the County's strategic priority in promoting the health and safety of its residents, as well as to allow for continued enhancement of existing services currently provided by the County.

Recommendation
It is recommended that the Board of County Commissioners (Board) approve two competitive contract awards, *Contract No. EVN0006904A, Medical Transportation Services* to Randle Eastern Ambulance Service, Inc. (Randle), the highest ranked Proposer, and *Contract No. EVN0006904B, Medical Transportation Services* to MCT Express, Inc. (MCT), the second highest ranked Proposer. Both contracts will have a cumulative value in the amount of $22,495,000 for a five-year term with two, three-year options to renew. The solicitation stipulated that the County would award a contract to the highest ranked Proposer that successfully negotiates a contract with the County and may award a contract to the second highest ranked Proposer that successfully negotiates a contract with the County. Initial requests for services, as the need arises, will be made to Randle. Request for services to MCT will be made if Randle provides an unacceptable Estimated Time of Arrival or if Randle notifies the County that there are no ambulances available. These contracts will replace *Contract No. RFP-00426* approved by the Board via Resolution No. R-133-19.

Background
A Request for Proposals was issued under full and open competition on February 16, 2024. On the closing date of March 7, 2024, the County received two proposals, both from local firms. Upon review of the proposals received, no responsiveness issues were identified. Evaluation meetings were conducted in April and May 2024, and authorization to negotiate was approved in June 2024. Negotiations concluded on June 27, 2024. A copy of the Coordinator's Report is attached.

The contract provides for medical transportation services on an as needed basis for four departments: Group 1: MDFR, the main user of the contract which is responsible to provide BLS medical transport services; Group 2: MDPD will use the contract on an emergency basis; Group 3: DEM will use the contract for special needs individuals that are registered under the County's Emergency Evacuation Assistance Program; and Group 4: MDCR will use the contract for safe transport of inmates in MDCR's custody that require medical attention.

Scope
The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is $9,975,000. Should the County choose to exercise, at its sole discretion, the two, three-year options to renew, the estimated cumulative value will be $22,495,000. The current contract is valued at $6,624,000 for a five year and six-month term and expires on September 30, 2024. The annualized allocation under the proposed contracts is higher than the current contract due to the inclusion of DEM, MDCR, and MDPD to the contract. Of note, although the annualized contract value has increased, staff was able to negotiate a $50 reduction in the cost per transport under Group 4 for MDCR, from the proposed rate of $700 to $650. This represents an estimated cost savings of $210,000 in the initial term of the contracts and $462,000 over the cumulative term of the contracts, based on MDCR's historical usage.

Department	Allocation	Funding Source	Contract Manager
DEM	$1,100,000	General Fund	Lesbia Baez-Silva
MDCR	$6,050,000	General Fund	Alessandra Linares
MDFR	$15,180,000	Fire District	Marianela Betancourt
MDPD	$165,000	General Fund	Nicholas Santos
Total	**$22,495,000**		

Note: Contracts contain termination for convenience provisions and assignment clauses, which can be exercised if the services in this item are affected by the establishment of the constitutional offices.

Track Record/Monitor

Pearl Bethel of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the agreements and exercise all provisions of the contract, including any assignment, cancellation, renewals, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendors Recommended for Award

Vendor	Principal Address	Local Address	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal
MCT Express, Inc.	2766 NW 62 Street Miami, FL	Same	405 68%	Raymond Gonzalez
Randle Eastern Ambulance Service, Inc.	4400 Hwy 121 Suite 700 Lewisville, TX	12600 NW 107 Avenue Medley, FL	207 77%	Edward Van Horne

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user departments. The scope of services was updated to clearly define the specific needs of each participating user department. Consistent with the change in the scope, the fee structure was also updated to reflect applicable fees based on the needs of each user department.

Applicability of Ordinances and Contract Measures

- The User Access Program applies where permitted by funding source.
- The Small Business Enterprise Selection Factor and Local Preference applied.
- The Living Wage Ordinance does not apply.

Attachment



James Reyes
Chief of Public Safety

Memorandum

Date: August 30, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2024.08.29 09:02:17 -04'00'

Subject: Request to Process Late Departmental Agenda Item

I am requesting that the resolution approving award of contracts under *EVN0006904, Medical Transportation Services,* in a total amount of $22,495,000 over an eleven-year term for the Miami-Dade Fire Rescue Department, Miami-Dade Police Department, Department of Emergency Management (DEM) and Miami-Dade Corrections and Rehabilitation Department, be processed for agenda placement on the September Committee Cycle.

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, this is a critical item for public safety departments that conduct rescue and life-saving operations, as well as for evacuations of special needs individuals during emergencies and to transport inmates that require medical attention. These ambulance services will supplement the services currently provided by the County, and the County will continue to be first responders to the scene and will request the services of the contractors in the event medical transportation services are needed at the Basic Life Support (BLS) Level. Expedited consideration of this item is requested to ensure continuity of these vital services.

Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.

Approved by Mayor or Mayor's Designee — Chief James Reyes, Print Name

Approved by Legislative Director or Designee — Nicole Tallman, Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator

Memorandum

Date: May 31, 2024

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

Thru: Lydia Osborne, Ph.D., CPPO, CPPB, NIGP-CPP *Lydia Osborne*
Assistant Director
Strategic Procurement Department

From: Coleen Christie *Coleen Christie*
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee for RFP No. : EVN0006904; Medical Transportation Services

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The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on February 16, 2024, on behalf of various County departments to include Miami-Dade Fire Rescue Department (MDFR), Miami-Dade Police Department (MDPD), Miami-Dade Department of Emergency Management (DEM) and Miami-Dade Corrections and Rehabilitation Department (MDCR), to obtain proposals from qualified firms to provide medical transportation services on an as needed basis.

The County anticipates awarding up to two contracts for five years, with two, three-year options to renew. When the need arises, the highest ranked Proposer will receive a request for Transport. The County may cancel a request to the highest ranked Proposer, and use the second highest ranked Proposer, if the highest ranked Proposer provides an unacceptable estimated time of arrival according to response time frames per contract, or if the highest ranked Proposer notifies the County that there is no ambulance available.

On March 7, 2024, two proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) has completed the evaluation of proposals following the guidelines published in the solicitation. *Implementing Order 3-34, Formation and Performance of Competitive Selection Committees,* and *Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions* establish certain timeframes for the completion of reviews and receipt of information during the evaluation of proposals. Compliance with timeframes is included for each section below where applicable.

Competitive Selection Committee meeting dates:
April 15, 2024 (Kick-off Meeting)
April 24, 2024 (Evaluation Meeting) Evaluation Meeting was adjourned early because two of the three Committee members needed additional time to review the proposals.
May 6, 2024 (Evaluation Meeting, Scoring and Recommendation)

Verification of compliance with contract measures:
A Small Business Enterprise selection factor was assigned to this solicitation. None of the proposers qualified for the selection factor.

Verification of compliance with minimum qualification requirements and responsiveness:
The solicitation had minimum qualifications requirements which were reviewed by the Selection Committee Coordinator. Both proposers met the requirements. The proposals were reviewed for responsiveness; no issues were identified.

Local Certified Veteran's Business Enterprise Preference:
Veteran's Preference was considered. None of the proposers qualified for the preference.

Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):
Staff submitted a request to COE and OIG on March 19, 2024. A response was received from OIG on March 19, 2024, confirming that no issues were found. A response from COE was received on March 20, 2024, stating that no issues were found.

Office of the Commission Auditor (OCA) Background Check:
On April 15, 2024, staff provided Committee members with the Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. This was not within 10 calendar days from the receipt of proposals. The time was needed to allow some Committee members to complete the required Competitive Selection Committee workshop prior to serving on the Committee. Staff submitted Committee member's completed Neutrality Affidavits and Resumes to OCA on April 17, 2024, and April 19, 2024. A response was received from OCA on April 23, 2024, which was within five business days. No conflicts of interest were found; however two findings were identified.

OCA submitted the results of the background checks to the COE for further review of findings. On April 24, 2024, COE verbally opined that the committee members in question, Shanti Hall and Miguel Yanes, did not present a conflict of interest under the Ethics Code which would prevent the aforementioned Committee members from serving in their appointed roles as it relates to the evaluation of the proposals, as such the Committee members proceeded with serving in their respective roles as appointed. A memo from COE was received on May 13, 2024.

Summary of scores:
The Committee conducted scoring in accordance with the criteria outlined in the solicitation. The Committee decided not to hold oral presentations. The final scores are as follows:

Proposer	***Technical Score*** *(max. 270)*	***Price Score*** *(max. 30)*	***Total Combined Score*** *(max. 300)*	***Price Per Transport and/or Response Fee Per Group Cost Submitted***	
Randle Eastern Ambulance, Inc.	227	23	250	Response Fee for MDFR:	$ 48
				Response Fee for MDPD:	$ 48
				Transport Fee for DEM:	$275
				Response Fee for DEM:	$ 48
				Transport Fee for MDCR:	$700
MCT Express Inc.	210	25	235	Response Fee for MDFR:	$ 50
				Response Fee-MDPD:	$ 50
				Transport Fee for DEM:	$275
				Response Fee for DEM:	$ 50
				Transport Fee for MDCR:	$550

Upon review of the scores, there were no variances identified that exceeded 33% of the average score awarded by all Committee members by criteria.

Local Preference:
Local Preference was considered but did not affect the outcome.

Administrative Leave Eligibility:
The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days; initial scoring within 30 calendar days of Selection Committee Coordinator's completion of required reviews;

and are hereby entitled to one day of paid administrative leave pursuant to Implementing Order No. 3-34:

Employee's Name	Employee's Department
Shanti Hall	MDFR
Sam Manii	MDFR
Raul Gonzalez	Department of Transportation and Public Works

Negotiations:
The Committee recommends that the County enters into negotiations with both the highest and second highest ranked Proposers, Randle Eastern Ambulance, Inc., and MCT Express Inc., respectively. When the need arises, the highest ranked Proposer that successfully negotiates a contract with the County will receive a request for Transport.

The following individuals will participate in the negotiations:

Coleen Christie, SPD
Shanti Hall, MDFR
Seraphin Berrnard, Commander, MDCR
Edith Wright, Chief, MDCR
Edward Erickson, DEM

Technical and operational assistance and feedback will be requested from appropriate staff as needed during the negotiation process.

Consensus Statement:
The Committee concurred with moving forward to negotiate with both Randle Eastern Ambulance, Inc., and MCT Express Inc. The Committee agreed that the proposals demonstrated that both firms have the necessary experience, expertise, and qualifications to handle the needs and requirements specified in the RFP. The Committee stated that both proposals were solid and were both excellent companies. Furthermore, it was noted that both firms currently provide services to the County.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee's recommendation is requested.

Approved

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2024.06.10 11:56:31 -04'00'

Namita Uppal, C.P.M.
Director and Chief Procurement Officer

Date

RFP NO. EVN0006904
TITLE: Medical Transportation Services
EVALUATION OF PROPOSALS

COMPOSITE

EVALUATION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (_members)	MCT Express Inc.	Randle Eastern Ambulance Inc
Proposer's relevant experience, qualifications, and past performance	20	60	44	53
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	20	60	48	48
Proposer's approach to providing the Services requested in this Solicitation	20	60	46	53
Equipment and Vehicles	20	60	47	47
Hiring, Training and Retention of Employees	10	30	25	26
Total Technical Points	**90**	**270**	**210**	**227**
Selection Factor *(10% of the Total Technical Points)*	**9**	**27**		
Total *(Technical & Selection Factor)*	**99**	**297**	**210**	**227**
Price Points	**10**	**30**	**25**	**23**
TOTAL POINTS	**109**	**327**	**235**	**250**
Ranking			2	1

Signature: Print Name: Coleen Christie

Coleen Christie

Chairperson

Reviewer: Princess Brown Print Name: Princess Brown

Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*	237.5			
Is any firm within 5% of the highest ranked? Y / N	N/A			
Is highest ranked local? Y / N	Y			
Is firm within 5% local? Y / N	N/A			

MDC008

5/22/2024

EVN00006904
TITLE: Medical Transportation Services
EVALUATION OF PROPOSALS

Evaluation of scores

FIRM'S NAME	EVALUATION CRITERIA	Maximum Points Per Member	Raul Gonzalez	Shanti Hall	Sam Manii	Average	Low Disparity	High Disparity
MCT Express Inc.	Proposer's relevant experience, qualifications, and past performance	20	15	15	14	14.67	9.83	19.51
	Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	20	15	18	15	16.00	10.72	21.28
	Proposer's approach to providing the Services requested in this Solicitation	20	15	17	14	15.33	10.27	20.39
	Equipment and Vehicles	20	18	14	15	15.67	10.50	20.84
	Hiring, Training and Retention of Employees	10	10	8	7	8.33	5.58	11.08
	Price Points	10	10	9	6	8.33	5.58	11.08
Randle Eastern Ambulance Inc	Proposer's relevant experience, qualifications, and past performance	20	20	18	15	17.67	11.84	23.50
	Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	20	15	18	15	16.00	10.72	21.28
	Proposer's approach to providing the Services requested in this Solicitation	20	20	18	15	17.67	11.84	23.50
	Equipment and Vehicles	20	15	16	16	15.67	10.50	20.84
	Hiring, Training and Retention of Employees	10	10	8	8	8.67	5.81	11.53
	Price Points	10	8	8	7	7.67	5.14	10.20

RFP NO. EVN0006904
TITLE: Medical Transportation Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Raul Gonzalez

EVALUATION CRITERIA / PROPOSERS	Maximum Points	MCT Express Inc.	Randle Eastern Ambulance Inc
Proposer's relevant experience, qualifications, and past performance	20	15 R.G	20 R.G.
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and	20	15 R.G	15 R.G
Proposer's approach to providing the Services requested in this Solicitation	20	15 R.G	20 R.G
Equipment and Vehicles	20	18 R.G	15 R.G
Hiring, Training and Retention of Employees	10	10 R.G	10 R.G
Total Technical Points	**90**	73 R.G	80 R.G
Price Points	**10**	10 R.G	8 R.G

83

235

SIGNATURE

3/6/24

DATE

88

250

4/15/2024

MDC010

RFP NO. EVN0006904
TITLE: Medical Transportation Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Shanti Hall

EVALUATION CRITERIA / PROPOSERS	Maximum Points	MCT Express Inc.	Randle Eastern Ambulance Inc
Proposer's relevant experience, qualifications, and past performance	20	15	18
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and	20	18	18
Proposer's approach to providing the Services requested in this Solicitation	20	17	18
Equipment and Vehicles	20	14	16
Hiring, Training and Retention of Employees	10	8	8
Total Technical Points	**90**	72	78
Price Points	**10**	9	8
		81	86
		235	250

SIGNATURE

5/6/2024
DATE

4/15/2024

MDC011

RFP NO. EVN0006904
TITLE: Medical Transportation Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Sam Manii

EVALUATION CRITERIA / PROPOSERS	Maximum Points	MCT Express Inc.	Randle Eastern Ambulance Inc
Proposer's relevant experience, qualifications, and past performance	20	14	15
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and	20	15	15
Proposer's approach to providing the Services requested in this Solicitation	20	14	15
Equipment and Vehicles	20	15	16
Hiring, Training and Retention of Employees	10	7	8
Total Technical Points	**90**	65	69
Price Points	**10**	6	7
		71	76

SIGNATURE

DATE 4/23/24 05/06/24

4/15/2024

MDC012

MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 19, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(4)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
✓	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(4)
9-17-24

RESOLUTION NO. R-818-24

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0006904A TO RANDLE EASTERN AMBULANCE SERVICE, INC. AND CONTRACT NO. EVN0006904B TO MCT EXPRESS, INC., FOR MEDICAL TRANSPORTATION SERVICES, IN A CUMULATIVE AMOUNT NOT TO EXCEED $22,495,000.00, FOR AN INITIAL FIVE-YEAR TERM AND TWO THREE-YEAR OPTIONS TO RENEW FOR MULTIPLE COUNTY DEPARTMENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND EXERCISE ALL PROVISIONS OF THE CONTRACTS, INCLUDING ANY ASSIGNMENT, CANCELLATION, RENEWALS OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves award of Contract No. EVN0006904A to Randle Eastern Ambulance Service, Inc. and Contract No. EVN0006904B to MCT Express, Inc., for Medical Transportation Services in a cumulative amount not to exceed $22,495,000.00, in substantially the forms attached and made a part hereof, for an initial five-year term and two, three-year option to renew for multiple County departments.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the agreements and exercise all provisions of the contracts, including any assignment, cancellation, renewals or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Kevin Marino Cabrera**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	**aye**		
Anthony Rodríguez, Vice Chairman	**aye**		
Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**absent**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of September, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Michael B. Valdes

Medical Transportation Services
. EVN0006904A

THIS AGREEMENT for the provision of medical transportation services, made and entered into as of this _____ day of _____ by and between RANDLE EASTERN AMBULANCE SERVICE, INC., a corporation organized and existing under the laws of the State of Florida, having its principal office at 12600 NW 107th Ave Medley, Florida 33178 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide medical transportation services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0006904 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated March 07, 2024 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such medical transportation services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Activation of the Emergency Operations Center (EOC)", in accordance with Sec. 8B-2. Of the Miami-Dade Code of Ordinances, to mean the alert, notification, or mobilization of appropriate department, agency, or organizational representatives to the EOC to initiate the Comprehensive Emergency Management Plan to functionally prepare, mitigate, respond and recover from an incident or Disaster.

b) The words "Ambulance Contract Compliance Officer" to mean the Miami-Dade Fire Rescue duly authorized County representative designated to manage the contract(s).

c) The words "Arrival Time" to mean the time at which the ambulance arrives onsite at the physical address provided by the Requesting Agency. This can be confirmed by contacting the Requesting Agency via phone upon arrival or direct contact with the dispatcher.

d) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.

e) The words "Common Carrier/Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.

f) The words "Continuity of Operations Plan" or "COOP" to mean a plan that details how essential functions are managed during disruption of operations. It ensures continuous performance of essential functions and operations and resumption of full service to the community.

g) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.

h) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other

appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.

i) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.

j) The word "Contractor" or "First Ranked Contractor " to mean **RANDLE EASTERN AMBULANCE SERVICE, INC.,** and its permitted successors.

k) The word "Days" to mean calendar days.

l) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.

m) The words "Deployment Plan" to mean a plan that details the best possible organized response during a Disaster or other emergency.

n) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.

o) The word "Disaster" to mean, in accordance with Sec. 8B-2. Of the Miami-Dade Code of Ordinances, any natural or man-made incident that disrupts or damages the social or economic systems or infrastructure of the community and which is so severe that a Local State of Emergency is declared.

p) The word "Equipment" to mean the medical equipment and supplies required on Vehicles as defined in Florida Administrative Code Rule Chapter 64J-1, Titled: Emergency Medical Services (https://www.flrules.org/gateway/ChapterHome.asp?Chapter=64j-1).

q) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.

r) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.

s) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.

t) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project, and who shall serve as the daily single point of contact and authority for resolution of all issues.

u) The words "Requesting Agency" to mean County, Corrections, Emergency Management, Police or Fire Rescue, and other authorized agencies designated in writing by the County Mayor or designee.

v) The words "Response Fee" to mean the negotiated fee, paid by the County to the Contractor when an ambulance unit dispatched in response to a call from the Miami-Dade Fire Rescue or Miami-Dade Police Departments is canceled, or an ambulance unit dispatched in response to a call from the Miami-Dade Department of Emergency Management is cancelled after arrival.

w) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.

x) The words "Second Ranked Contractor" to mean MCT Express Inc., and its permitted successors.

y) The words "Service" or "Services" to mean the provision of medical transportation services in accordance with the Scope of Services.

z) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

aa) The word "Transport" or "Transportation" to mean all Transports beginning from the point of origin (the requested pick-up location) and ending with the destination, both respectively as determined by the Requesting Agency.

bb) The words "Transport Fee" to mean the amount paid to the Contractor for Transportation.

cc) The word "Vehicles" to mean medical transportation units (ambulances) utilized to perform medical transportation services.

dd) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 48 Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0006904 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

e) The terms "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement, and shall continue through the last day of the sixtieth (60) month, thereafter. The County, at its sole discretion, may renew this Contract for two (2) three-year options to renew. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

a) to the Project Manager:

Miami-Dade County
Fire Rescue Department
Attention: Shanti Hall, EMS Division Chief
Address:9300 NW 41 Street
Doral, FL 33178
Phone: (786) 331-4402
E-mail: Shanti.Hall@miamidade.gov

and

b) e Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300

Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Contractor Name: Randle Eastern Ambulance Inc.
Attention: Edward Badamo, Regional Director
Address: 12600 NW 107th Ave
Medley, FL 33178
Phone: (203) 4648778
E-mail: Edward.Badamo@gmr.net

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.
Should the County choose to exercise the two (2), three-year options to renew terms, the Contractor(s) may request a price adjustment. The County will negotiate pricing based upon the published Private Ground Ambulance Schedule Uniform Rate Sheet for Basic Life Support (BLS) Base Rate (per trip), see Appendix B-1. The County shall use the percentage change, not to exceed 10%, between the published rate sheet applicable to 2024 and the published rate sheet in effect at the start date of the renewal term. The approved price adjustments will be fixed for that renewal term

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business

Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:
  Miami-Dade County, Finance Shared Services
  111 NW 1st Street, 26 Floor
  Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Miami-Dade Fire Rescue
9300 NW 41 Street
Doral, FL 33178
Attention: Ambulance Contract Compliance Officer

OR

Bill to: Miami-Dade County Office of Emergency Management Services
9300 NW 41 Street
Doral, FL 33178
Attention: Lesbia Baez-Silva

OR

Bill to: Miami-Dade Corrections and Rehabilitation Department
3505 NW 107th Avenue
Doral, FL 33178
Attention: Alessandra Linares

OR

Bill to: Miami-Dade Police Department
9105 NW 25 Street, Room 3055
Doral, FL 33172
Attention: Nicholas Santos

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.

2. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 in the aggregate including Products/completed operations. Miami-Dade County must be included as an additional insured for both on-going and completed operations.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 combined single limit.

4. Professional Liability Insurance in an amount not less than $1,000,000 each occurrence 2,000,000 in the aggregate covering claims arising out of the rendering or failure to render professional services or provision of products.

5. Cyber Liability for a minimum of $1,000,000 each occurrence, $2,000,000 General aggregate.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall

have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. STANDARD BOND REQUIREMENTS

Simultaneously with this delivery of the executed Contract document to the County, the Contractor to whom the Contract has been awarded must deliver to the County an executed Contract Bond on the prescribed form or in Cash, each in the amount of 100 percent (100%) of the total amount of the accepted bid, as security for the faithful performance of this Contract and for the payment with. IF Cash is used in lieu of the bond, all terms and conditions stipulated in the bond shall be just as applicable. The Contract Bond shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

(a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

(b) On Contract amounts of 500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

2. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Accepted on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

(c) For Contracts in excess of 500,000 the provision of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on Treasury List.

(d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

(e) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Florida Statutes 255.05 provide for the following conditions to be made in all Contract Bonds relating to public projects. The same conditions shall be just as applicable for Cash used in lieu of the bond.

"A claimant, except a laborer, who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.

A claimant who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the

Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies".

The Contract Bond or Cash used in lieu of the bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from latent defects in materials or improper performance of work under the Contract. If the County exercises its option to extend the Contract period by one year, provided the Contractor maintains the same prices as in the first contract period, to protect the County against losses resulting from latent defects in materials or improper performance or work under the Contract.

The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.

The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425 of the Florida Statutes.

In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands pf a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

ARTICLE 12. MANNER OF PERFORMANCE

a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.

c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.

e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 15. DISPUTE RESOLUTION PROCEDURE

a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**

d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 16. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance

related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 20. CONSENT OF THE COUNTY REQURIED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected county constitutional officer (i.e., sheriff, supervisor of elections, property appraiser, tax collector, or clerk of courts) upon the creation of such office in Miami-Dade County or transfer of any duties or responsibilities of County to such office without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected county constitutional officer and the acceptance of such by the elected county constitutional officer, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected county constitutional officer.

Should the County assign, transfer or convey only a portion of this Agreement to an elected county constitutional officer, the Agreement shall be divided into two separate Agreements and the elected county constitutional officer shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the elected county constitutional officer as if such portion was a separate agreement entered into between the Contractor and the elected county constitutional officer. The elected county constitutional officer shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer or conveyance.

The County shall provide notice of such action to the Contractor within 30 days of any such assignment, transfer or conveyance.

ARTICLE 21. SUBCONTRACTUAL RELATIONS

a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the

same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 23. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 24. TERMINATION AND SUSPENSION OF WORK

a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in ARTICLE 25) and fails to cure said Event of Default (as delineated below in ARTICLE 26), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.

b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.

c) If County terminates this Agreement for cause under ARTICLE 24(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop Work on the date specified in the notice (the "Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 25. EVENT OF DEFAULT

a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:

i. the Contractor has not delivered Deliverables and/or Services on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein; or

viii. the Contractor fails to comply with ARTICLE 40.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation and/or material breach of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the

Work or any part thereof either by itself or through others.

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The

Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 29. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 31. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All Developed Works shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 32. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at https://supplier.miamidade.gov.

b) Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 33. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews
Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review
According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 34. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".

n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs"

s) Florida Administrative Code Rule Chapter 64J-1, Titled: Emergency Medical Services (https://www.flrules.org/gateway/ChapterHome.asp?Chapter=64j-1)

t) Chapter 4 of the Miami-Dade Code of Ordinances-Ambulances and Medical Transportation Vehicles

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 35. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 39. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to

the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with ARTICLE 25 of this Contract.

ARTICLE 41. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 42. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at https://iapps.careersourcesfl.com/firstsource/.

ARTICLE 44. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 45. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 46. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (http://www.uscis.gov/e-verify)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 47. COMPLIANCE WITH STATE REQUIREMENTS CONCERNING HUMAN TRAFFICKING

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Human Trafficking Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract. This Contract shall not be effective unless and until the Contractor executes and provides such attestation.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 50. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor	Miami-Dade County
By:	By:
Name: Steven Dalle	Name: for Daniella Levine Cava
Title: Regional President	Title: Mayor
Date: 8-13-2024	Date:
Attest: Evlyan M. Taylor	Attest: Juan Fernandez-Barquin Clerk of the Court and Comptroller
Corporate Secretary/Notary Public	By:
	(Deputy Clerk Signature)
	Print Name:

EVLYAN M. TAYLOR
Notary Public - State of Florida
Commission # HH 375721
My Comm. Expires Mar 19, 2027
Bonded through National Notary Assn.

Corporate Seal/Notary Seal

State of Florida
County Collier

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

2.1 Background

The County require qualified firms to provide medical transportation services (Ambulance Services) for various County Departments on an as needed basis. The medical transportation services will supplement the services currently provided by the County, including Police and Fire Rescue Agencies. The County, including Police and Fire Rescue Agencies, will continue to be first respondents to the scene and will request the services of the Contractor(s) in the event Ambulance Services are needed at the Basic Life Support Level (BLS).

The County specifically makes no promises or guarantees concerning the number of urgent and non-urgent Transports, number of patients or distance of Transports that will be associated with this contract.

2.2 Minimum Qualification Requirements

The Contractor shall possess:

a. Miami-Dade County Certificate of Public Convenience and Necessity for Public Entity Ambulance Operation.
b. State of Florida, Bureau of Emergency Medical Services Advanced Life Support Service (ALS) license (Department of Health (DH) Form 631).

Copies of the Miami-Dade County Certificate of Public Convenience and Necessity for Public Entity Ambulance Operation and of the State of Florida, Bureau of Emergency Medical Services, Advanced Life Support Service (ALS) license must be submitted with Proposals.

Note: Certificates and Licenses are continuing conditions for award and shall be maintained for the duration of the Contract term. and any extensions and renewals thereof.

2.3 Services to be Provided

The Contractor(s) shall:

a. Provide all services in accordance with all applicable Federal, State, and County laws, ordinances, regulations, and administrative codes governing the provision of medical Transport services, to include proper documentation in an approved electronic Patient Care Report. In case of an emergency, the guidelines contained in any Contract issued as a result of this Solicitation may be supplemented by instructions from the County.
b. Not refuse or delay Transportation of any BLS patient once they have arrived on a scene to Transport.
c. Attend drills, exercises, and meetings conducted by Requesting Agencies, as requested.

2.4 Plans

The Contractor(s) shall:

a. Prepare and submit a Continuity of Operations Plan (COOP). The COOP shall detail how essential functions are managed during disruption of operations. The COOP ensures continuous performance of essential functions and operations and resumption of full service to the community. The COOP shall detail how the Contractor(s) will fulfill the arrival time requirements established by the County and shall include the following components as listed below:
    i. Plans and Procedures
    ii. Mission Essential Functions
    iii. Delegations of Authority
    iv. Orders of Succession
    v. Devolution - The devolution section shall address how the Contractor will identify and conduct its essential functions in the aftermath of a worst-case scenario, one in which is if the leadership is incapacitated. The Contractor shall be prepared to transfer all their essential functions and responsibilities to personnel at a different office or location.
    vi. Staging Area
    vii. Alternate Facilities
    viii. Interoperable Communications
    ix. Vital Records and Databases
    x. Logistics and Administration
    xi. Personnel Issues and Coordination
    xii. Reconstitution
    xiii. Testing, Training and Exercising
    xiv. Health Emergency
    xv. Program Management

Continuity of Operations Plan (COOP)

b. The Deployment Plan shall provide the best possible organized response during a declared Disaster, or any other emergency, and shall fulfill the arrival time requirements established by the County. The Deployment Plan shall include the following components as listed below:
   i. Detail Contractor's 24-hour system status management strategies.
   ii. Detail mechanisms utilized by Contractor(s) to meet the demand for ambulance response during peak periods or unexpected unusually high call volume times.
   iii. Include a current map identifying proposed ambulance stations or post locations.
   iv. Provide any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

Deployment Plan

c. Redeploy or add additional vehicles if performance standards are not met. Upon notification by the Ambulance Contract Compliance Officer, the Contractor(s) shall submit proposed changes in the Deployment Plan in writing to the Ambulance Contract Compliance Officer within 30 days of written notification by the Ambulance Contract Compliance Officer.

d. Submit a final COOP and a final Deployment Plan, as detailed above, for the County's review and approval, and amend each as required by the County. The County will not issue a Notice to Proceed (NTP) for any Contract resulting from this Solicitation prior to its approval of the Contractor(s) COOP and Deployment Plans.

2.5 Personnel

The Contractor(s) shall ensure that:

a. Each in-service vehicle shall be staffed by personnel adequately trained and who possess the necessary certifications, training, skills and abilities to perform all duties required hereunder in accordance with applicable Florida Statutes, Florida Administrative Code, Miami-Dade County Code, Ordinances and Regulations and Federal standards.

b. All drivers of the vehicles used for Transport possess a valid Class D license issued by the State of Florida and shall maintain a good driving record through the term of employment with the Contractor(s) and for the duration of the Contract term, and any extensions and renewals thereof. The Contractor(s) shall at a minimum, review each drivers driving record annually. Any driver that has pled Nolo Contendere, pled guilty, has been found guilty,or has been convicted (regardless of whether adjudication has been withheld) of three or more moving violations during any one-year period, or otherwise does not meet the requirements of Chapter 4 *Ambulances And Medical Transportation Vehicles,* and 31 *Vehicles For Hire,* of the Miami-Dade County Ordinance Code shall be removed from driving responsibility on this Contract with immediate effect.

c. All personnel are always properly uniformed to present a neat, clean, and professional appearance. The uniform color and insignia are to be approved by the Ambulance Contract Compliance Officer prior to commencement of services under any Contracts resulting from this Solicitation. The Contractor(s) shall require all such personnel, while on duty, to always wear visibly, on their person, an identification badge to include the employee's picture, name, level of State certification, and the Contractor(s)'s company name.

d. All personnel that interface with the public shall be able to communicate in English, both verbally and in writing.

e. Designate a full-time Project Manager who shall be responsible for the Contractor(s)'s performance and responsibilities under any Contract resulting from this Solicitation. The Contractor(s)'s Project Manager is subject to the written approval of the County. The Project Manager shall serve as the daily single point of authority for resolution of complaints and shall assure that service is provided uniformly. The Project Manager shall be available via telephone on a 24-hour basis. The Project Manager shall provide the Ambulance Contract Compliance Officer with performance reports as requested, but at a minimum, on a monthly basis. Additionally, the Project Manager will meet with the Ambulance Contract Compliance Officer as requested.

f. Provide all personnel with an in-service training program that provides an overview of expectations and professional performance requirements when working as part of any Contract resulting from this Solicitation.

g. Develop and implement a mandatory driver-training program. All drivers participating on any Contract resulting from this Solicitation must attend the mandatory training program within five (5) business days of the issuance of a Notice to Proceed. The Contractor(s) shall ensure compliance with all standards and requirements of this Solicitation.

h. Ensure that ambulance personnel are properly trained and oriented before being assigned to respond to medical requests. The orientation shall include, at a minimum, an EMS system overview; EMS policies and procedures including patient destination, trauma triage and patient treatment protocols; radio communications with and between the ambulance, base hospital, receiving facilities, and dispatch center; map reading skills, including key landmarks, routes to hospitals and other major receiving facilities; response areas within the County; and ambulance Equipment utilization and maintenance, in addition to the Contractor(s)'s policies and procedures. Contractor(s) shall be responsible for ensuring that this standard is met. Each ambulance personnel shall complete this training program prior to providing services under any Contract that may result from this Solicitation. Proof of completion of this training program shall be provided upon request from Miami-Dade County.

i. Employ a medical director who shall be a Board-Certified Emergency Physician in the Stateof Florida and who shall monitor the day-to-day activities of Contractor(s)'s training department, to include continuing education programs and the preceptor/internship program and shall advise Contractor(s)'s Operations Manager regarding field operations and pre-hospital medical care. The medical director shall provide medical oversight of the Contractor's emergency medical dispatch program.

j. In the event of a Declared Disaster the Contractor(s)'s personnel shall perform as part of the Incident Command System which is a part of the Miami-Dade County Comprehensive Emergency Management Plan. The Contractor(s) will provide a properly trained Operations person(s) to the Miami-Dade County Emergency Operations Center (EOC) for the duration of the Activation of the EOC. They will assist in the coordination and Transportation of the evacuation and repatriation of special needs clients on the Miami-Dade County Emergency and Evacuation Assistance Program registry or EOC Evacuation Support Unit (ESU) registry.

k. When responding to a request from the Miami-Dade Department of Emergency Management during Activation of the EOC, the Contractor(s) shall ensure that ambulance personnel are properly trained and oriented before the Activation. Drivers shall adhere to the Transportation Checklist when assisting with the Transportation of the evacuation and repatriation of clients on the Miami-Dade County Emergency and Evacuation Assistance Program registry or EOC Evacuation Support Unit (ESU) registry. The Contractor(s) will be responsible for the training of all drivers prior to mobilizing.

l. If the Contractor(s) deems it necessary to sub-contract to accomplish any task associated with any Contract resulting from this Solicitation, the Contractor(s) shall be held to the provisions of Article 21: "Subcontractual Relations" of the Agreement and shall be solely responsible for payment to sub-contracted parties for services rendered.

2.6 Communication System

a. Each ambulance operated pursuant to any Contract resulting from this Solicitation must have a two-way radio, operating on an independent radio frequency, licensed by the Federal Communications Commission (FCC). This system shall be capable of two-way communications between the Contractor(s)'s vehicles and all locations within Miami-Dade County. In addition, each such ambulance shall have a system providing reliable two-way communication to hospitals for ambulance to hospital communication.

b. Each ambulance unit must be equipped with radio communications equipment capable of receiving and transmitting on a radio frequency designated by Miami-Dade Fire Rescue Department for mutual aid use. In addition, each driver of such ambulance shall be accessible to the Contractors(s)'s dispatcher by pager/cell phone or some other comparable electronic device. The Contractor(s) shall provide a list of all drivers' pagers/cell phone numbers or other electronic device to the Requesting Agencies and update as necessary to ensure that all County users have the most current list.

2.7 Dispatch Center

The Contractor(s) shall:

a. Ensure that its Dispatch Center is in constant radio communication with all in-service vehicles.

b. Ensure that only dispatchers who are familiar with ambulance Transportation operations, the County's geography, emergency procedures, and administrative procedures of the County and its municipalities, are on-duty during operating hours. The dispatcher/s shall be knowledgeable in emergency terminology and procedures and be fluent in English.

c. Ensure that the Dispatch Center has a telephone system with a Miami-Dade County local phone access number and is sufficiently staffed to fulfill the Contractor's obligations under any Contract resulting from this Solicitation.

d. Ensure that there are audio recordings of all radio and telephone service-related conversations received through its communications center requesting ambulance service. Said audio files shall be maintained by the Contractor for at least sixty (60) days. Copies of specific audio files shall be maintained for longer periods if requested by the County. Any audio file requested by the County shall be provided within seventy-two (72) hours at no cost to the County.

e. Have a Computer Aided Dispatch (CAD) system in place that will incorporate or have the following elements:
   i. Incident Information - This is a database of the incident data, usually obtained from a telephone caller, and including the location (house number and street name, commonplace name, intersection), caller information, and other information gathered by the dispatcher.
   ii. Unit Display - CAD has a database of personnel and field units, which is used to display a list of active units. This database includes the unit ID, assigned personnel, special capabilities (BLS, etc.). The database is linked to the incident database, allowing the dispatcher to display unit status: in-service, out-of-service, etc.
   iii. Incident Dispatch - With information about incidents and units, the dispatcher can link an incident to one or more field units, which essentially assigns the units to the incident. Most CAD software will provide a recommendation of which units shall respond, based on pre-determined tables or a unit's actual location.
   iv. Time Stamping - whenever the dispatcher takes an action (enter a new incident, dispatch a unit, unit arrives on- scene, etc.), the computer records that time and links it to the incident and unit records for later review.
   v. Report Generation - to help analyze incident and unit activity, CAD allows production of reports listing all types of information, by ranges of date and time, and sorted by various fields.
   vi. Maintenance - The software allows the system administrator to create and edit the various support files, and to make data back-ups of the various files.
   vii. Automatic Vehicle Location (AVL) - Location data will be transmitted to Miami-Dade County when the Contractor's unit is assigned to a call for service. AVL data is only required to be shared with Miami-Dade County when a unit is assigned to a call as part of any Contract resulting from this Solicitation.
   viii. CAD to CAD Interface - A bi-directional interface between the County's CAD or CAD Data Exchange Hub and the Contractor(s) CAD, enabling the County Dispatcher and Contractor's Dispatcher to electronically exchange information, such as, but not limited to, requests for service, incident information, response information, and ETA. The cost for interface development shall be the responsibility of each entity.

f. Ensure that the Contractor(s)'s representative reporting to the Miami-Dade County Emergency Operations Center (EOC) will maintain contact with all driver(s) and the Contractor(s)'s Dispatch Center. In addition, the Contractor(s)'s representative will provide a list of all drivers' pagers/cell phone numbers or other electronic communication device to the EOC upon request, and will update this list as necessary to ensure the County has the most current list. The representative will maintain contact with drivers and the Dispatch Center.

2.8 System Status Quality Assurance (QA) Program

The Contractor(s) shall establish and maintain a system status QA program, to include but not limited to:

a. A system to identify response time performance problems to identify underlying causes and to mitigate them. Ambulance schedules, deployment and number of hours deployed will be reviewed and adjusted as needed.

b. A system status Management review and quality improvement report to be submitted within thirty (30) days upon the written request from the County.

c. A report review process to ensure quality reporting in the electronic Patient Care Reports.

2.9 Ambulance Equipment

The Contractor(s) shall:

a. Ensure that all Equipment, as required by the State of Florida Department of Health Administrative Code 64J-1, shall be in safe condition, in good repair, and always in working order. All Equipment shall be appropriately maintained throughout the term of the Contract, including any extensions thereof. Maintain sufficient Equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair, and for times of excessive demand in the system.

b. Ensure that all Equipment utilized by the Contractor(s) shall be the sole property of said Contractor(s).

c. Ensure that the Contractor(s) does not possess Equipment that is the property of any other entity utilizing or accessing the resultant Contract of this Solicitation, unless granted express permission by the County.

2.10 Vehicle

The Contractor(s) shall:

a. Submit a final vehicle maintenance program to the County.

b. Provide in writing, to the County, the locations where all maintenance services will be performed.

c. Submit records of vehicle maintenance to the County on an annual basis.

2.11 Performance

The Contractor(s) shall provide services twenty-four (24) hours a day, seven (7) days a week, and will respond to the Requesting Agency within the following time requirements:

a. Group 1: Miami-Dade Fire Rescue Department – Within 20 minutes of dispatch

b. Group 2: Miami-Dade Police Department – Within 20 minutes of dispatch

c. Group 3: Miami-Dade Department of Emergency Management – Varies based on the Emergency, will be established by DEM

d. Group 4: Miami-Dade Corrections and Rehabilitation Department – Within 30 minutes of request

2.12 Estimated Time of Arrival

a. **Groups 1 and 2:** The Contractor designated as the First Ranked Contactor shall provide an estimated time of arrival (ETA) when a request for an ambulance is made by the Fire Rescue/Police Dispatcher ("Dispatcher"). Requests for service shall be made in this order, (1) via CAD or CAD interface; (2) or if CAD is not available, via telephone. The Fire Rescue/Police Dispatcher may cancel the request to the First Ranked Contractor, and use the Second Ranked Contractor, if the First Ranked Contractor provides an ETA that is greater than (20) minutes and zero (0) seconds. The same request process and response criteria shall be used for all other Contractors, as appropriate. All requests shall be included in the monthly Performance Report.

b. **Group 3:** In the event of a declared Disaster, or other emergency as determined by the Miami-Dade Department of Emergency Management, requiring Transportation of individuals in the Emergency and Evacuation Assistance Program registry or EOC Evacuation Support Unit (ESU) registry, the Contractor(s) will be requested by the Miami-Dade Department of Emergency Management and will be given response time expectations based on the emerging situation. The Contractor will provide an estimated time of arrival once requested. The Contractor(s) must provide Transport within the requested timeframe from receiving the request, or up to the time the Mayor or designee declares it unsafe. Successful completion of a special needs client Transport requires pick-up from an initial location and Transport to a final location as specified by the Miami-Dade Department of Emergency Management or EOC.

c. **Group 4:** The Contractor designated as the First Ranked Contractor will provide an ETA when a request for an ambulance is made by the Requesting Agency. The Requesting Agency may cancel the request to the First Ranked Contractor, and use the Second Ranked Contractor, if the First Ranked Contractor provides an ETA that is greater than thirty (30) minutes. The same request process and response criteria shall be used for Second Ranked Contractor, as appropriate. All requests shall be included in the monthly Performance Report.

2.13 **Response Times and Liquidated Damages** (Applicable to all Contractors)

All Contractor(s) shall meet the County's response time as follows, except for the exceptions noted in **2.14. Response Time Exceptions.**

a) **Groups 1 and 2:** From the time a unit is requested, as recorded in CAD, by a Fire Rescue/Police Dispatcher, the Contractor(s) 's ambulance is required to be on scene in less than (20) twenty minutes and (0) zero seconds. The official arrival time record

for tracking performance shall be the Fire Rescue dispatch record log, and/or FirstWatch compliance application, and/or any other comparable compliance application as determined/approved by the County. The Contractors(s) shall ensure that an estimated time of arrival (ETA) is provided when a request for an ambulance is made by the Fire Rescue/Police Dispatcher. If the Contractor(s) fails to meet the monthly response time requirements for Groups 1 and 2 as described in Section 2.11 Performance, Liquidated Damages will apply as follows:

i. If 85% - 89.9% of monthly requests are not responded to in less than or equal to twenty (20) minutes and zero (0) seconds, then thirty thousand dollars ($30,000) will be assessed to the Contractor for that month.
ii. If 80%-84.9% of monthly requests are not responded to in less than or equal to twenty (20) minutes and zero (0) second, then forty thousand dollars ($40,000) will be assessed to the Contractor for that month.
iii. If less than 80% of monthly requests are not responded to in less than or equal to twenty (20) minutes and zero (0) seconds, then fifty thousand dollars ($50,000) will be assessed to the Contractor for that month.
iv. If no unit is available for response upon request, the "unavailable" response will be included in the monthly calculation of late responses (over 20 minutes) for the determination of liquidated damages.
v. The Contractors) shall be assessed fifty dollars ($50) in Liquidated Damages per occurrence if any response unit arrives without the required Equipment as per Florida Administrative Code Section 64J-1.002 (refer to Appendix C).

b) **Group 3:** From the time a unit is requested, by the Miami-Dade County Emergency Operations Center (EOC) or by the Miami-Dade Department of Emergency Management (DEM), the Contractor(s) 's ambulance is required to be on scene in less than (30) thirty minutes and (0) zero seconds from scheduled date and time. The official arrival time record for tracking performance shall be the time the request is made, or time specified by the EOC or DEM. The Contractor(s) shall ensure that an estimated time of arrival (ETA) is provided when a request for an ambulance is made by the EOC or DEM. The Contractor(s) will incur Liquidated Damages in the amount of $1,000 if the Contractor(s) has not responded to one hundred percent (100%) of all requests within 30 minutes at the end of each emergency. The Contractor(s) shall be assessed fifty dollars ($50) in Liquidated Damages per occurrence if any response unit arrives without the required Equipment as per Florida Administrative Code Section 64J-1.002 (refer to Appendix C).

c) **Liquidated Damages Exceptions for Group 3** will occur for the following scenarios:

i. If an evacuation timeframe for an emergency is inaccurate as identified by the EOC or DEM;
ii. If traffic on roadways throughout an emergency impedes in client Transport within the Estimated Time of Arrival; or
iii. Other scenarios as identified by the EOC or DEM.

d) **Group 4:** From the time a unit is requested, by a Miami-Dade Corrections and Rehabilitation (MDCR) or Correctional Health Services (CHS) staff the Contractor(s) ambulance is required to be on the scene in less than (30) thirty minutes and (0) zero seconds. The official arrival time record for tracking performance shall be the time the call is made and recorded in the incidental logbook. The Contractor(s) shall ensure that an estimated time of arrival (ETA) is provided when a request for an ambulance is made by the MDCR or CHS staff. The Contractor(s) will incur Liquidated Damages in the amount of $1,000, if at the end of each month, the Contractor(s) has not responded to seventy-five percent (75%) of all requests within 30 minutes. The Contractor(s) shall be assessed fifty dollars ($50) in Liquidated Damages per occurrence if any response unit arrives without the required Equipment as per Florida Administrative Code Section 64J-1.002 (refer to Appendix C)

2.14 **Response Time Exceptions**

In extreme circumstances (such as declared emergencies, natural Disasters, riots, strikes, etc.), responses exceeding the criteria in Section 2.12 and 2.13 may be excused on a case-by-case basis by the County. These excuses shall be for good cause only, as determined by the County. The burden of proof that there is good cause for the excuse shall rest with the Contractor(s), the Contractor(s) must have acted in good faith. To be considered for an excused Response Time Exception, the Contractor(s) shall file a written request for each response time exception. The request shall be filed with County within fifteen (15) days of the date of the occurrence. Such request shall list the date, the time, the incident number and the specific circumstances causing the delayed response. The Contractor(s) may be released from response time requirements for an extended time period by written request, to include reason, and begin and end dates. These exceptions will be granted at the sole discretion of the Ambulance Contract Compliance Officer, from response time performance requirements, including excusal from compliance reports used to calculate response time for any Liquidated Damages. Extended response time exemption requests cannot exceed a one-month period. A new request must be submitted each month, as appropriate.

2.15 **Transportation Destinations**

The Contractor(s) shall report, via CAD interface when available, all Transports beginning from the point of origin (the requested pick- up location) and ending with the destination, both respectively being determined by the Requesting Agency. At no time shall the Contractor(s) or its personnel alter or attempt to alter the destination determined by the Requesting Agency. Notwithstanding the foregoing: the Contractor(s) shall not be required to Transport patients to a destination outside of Miami-Dade and Broward Counties. If the patient becomes critical or unstable during Transport, as determined by the Contractor(s)'s personnel conducting patient care, the Contractor(s) shall continue to Transport the patient to the requested facility unless that facility is not an appropriate destination for the patient's condition. In such cases, the Contractor(s) will Transport the patient to the closest appropriate medical facility and will notify the Requesting Agency of the change in destination after Transport is complete. If the patient's condition becomes unstable beyond the Contractor's capability, they may request Fire Rescue assistance.

2.16 **Records Management and Reporting-Transport Service Records**

a. The Contractor(s) shall maintain a detailed log for each vehicle. This log shall contain the on-duty responder' names, date, time call received, location of call, destination, and Requesting Agency. This log shall also contain any other information required by County, State, or Federal guidelines. The Ambulance County reserves the right to require correction to the format of the log any time during any period of performance. All logs shall be provided upon request from the Ambulance Contract Compliance Officer or designee.

b. The Contractor(s) shall maintain a dispatch log that shall contain the date, time, name of operator on-duty, time call received, nature of call, Requesting Agency, request location, unit dispatch time, unit reported arrival time, and call number. This log shall also contain any other information required by County, State, or Federal Guidelines. The County reserves the right to require correction to this log. All logs shall be provided upon request by the Ambulance Contract Compliance Officer or designee.

c. In the event of a Disaster, or other emergency as determined by the Miami-Dade Department of Emergency Management, the Contractor(s)'s representative(s) shall produce an Evacuation Support Unit (ESU) Dispatch Report(s) to the Miami-Dade Department of Emergency Management for the duration of the Activation of the EOC. The Contractor(s) shall maintain, and shall require that any Subcontractors maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Contract. The Contractor(s) shall conduct a call-down of clients assigned to the Contractor(s) and schedule a date and time for Transport with the client prior to pick-up. The ESU Dispatch Report shall contain the date, time, name of operator on-duty, client, scheduled pick-up date, scheduled pick-up time, location of client, destination, destination arrival date, destination arrival time, and name of receiving personnel from destination. The report shall also contain any other information as required by the Miami-Dade Department of Emergency Management, State, or Federal Guidelines. At the conclusion of the Activation of the EOC, after all services have been rendered, a final ESU Dispatch Report shall be provided, upon request by the Miami-Dade Department of Emergency Management.

2.17 **Data and Reporting**

a. The Contractor(s) shall provide a Performance Report on a monthly basis, or shorter cadence as mutually agreed upon, to the Ambulance Contract Compliance Officer, which shall contain at a minimum the following: requesting agency, time call received, estimated time of arrival given, time vehicle is dispatched, station and vehicle number, Contractor's and authorized agency dispatch/voucher numbers, type of call, name of patient, location of patient, destination address, time arrived on-scene, computation of response time, computation of response time in excess of performance standard when applicable, reassignment, if applicable, and detailed charges for calls.

b. The Contractor(s) shall submit on a monthly basis a report to the Ambulance Compliance Officer that will include at a minimum the municipality or department (i.e., Fire, Police, etc.), Call number/Alarm, date, company, unit, patient, Pick-up Location, Destination, Call receipt time, dispatched time, on-scene time, Transport time, arrival time, caller description, caller code, and response time. The format of the reports will be approved by the Ambulance Compliance Officer and will be sent via e-mail.

c. In the event of a Declared Disaster, or other emergency as determined by the Miami-Dade Department of Emergency Management, the Contractor(s)'s representative(s) shall assist the Miami-Dade County Emergency Operations Center (EOC) for the duration of the Activation of the EOC with processing evacuation and repatriation Transportation status of clients being Transported by the Contractor, and additional data as required in the Emergency and Evacuation Assistance Program (EEAP) application.

2.18 **Schedule**
The Contractor(s) shall provide service twenty-four (24) hours a day, seven (7) days a week.

2.19 Fees

a. **Group 1-Miami-Dade Fire Rescue Department**
The Contractor(s) shall bill patients directly for all Transport Fees, no Transport Fees will be paid by the Miami-Dade Fire Rescue Department. The Miami-Dade Fire Rescue Department will pay a Response Fee not to exceed $48, when applicable. The Contractor(s) will be responsible for the billing and collection of payments from patients, as applicable. In no event shall the County be responsible for any charges for which the Contractor(s) is unable to collect from patients under this Group.

b. **Group 2-Miami-Dade Police Department**
The Contractor(s) shall bill patients directly for all Transport Fees, no Transport Fees will be paid by the Miami-Dade Police Department. The Miami-Dade Police Department will pay a Response Fee not to exceed $48, when applicable. The Contractor(s) will be responsible for the billing and collection of payments from patients, as applicable. In no event shall the County be responsible for any charges for which the Contractor(s) is unable to collect from patients under this Group.

c. **Group 3-Miami-Dade Department of Emergency Management**
The Miami-Dade Department of Emergency Management intends to use these services primarily for evacuation purposes during declared emergencies. The Miami-Dade Department of Emergency Management will pay a Transport fee not to exceed $275, when applicable. The Miami-Dade Department of Emergency Management will pay a Response Fee not to exceed $50 if a unit is cancelled by the County after arrival at the pick-up site.

d. **Group 4-Miami-Dade Corrections and Rehabilitation Department**
The Miami-Dade Corrections and Rehabilitation Department will pay a Transport fee not to exceed $650. The Miami-Dade Corrections and Rehabilitation Department will not pay a Response Fee.

APPENDIX B – PRICE SCHEDULE

FORM 1- PRICE SCHEDULE

A. Price

The flat, fixed-fees shown below are the maximum fees per Transport for providing all tasks and deliverables outlined in Appendix A, Scope of Services, of this contract.

Description	Fee Per Transport (Not-to-Exceed)
RESPONSE FEE for Group 1 Miami-Dade Fire Rescue Department	$ 48
RESPONSE FEE for Group 2 Miami-Dade Police Department	$ 48
TRANSPORT FEE for Group 3: Miami-Dade Department of Emergency Management (Completed Transport)	$275
RESPONSE FEE for Group 3: Miami-Dade Department of Emergency Management	$ 48
TRANSPORT FEE for Group 4: Miami-Dade Corrections and Rehabilitation Department	$ 650

Notes:

1. The County will pay fixed and firm fees to the Contractor(s). For Group 3, if the Contractor(s) responds to a request for transport, for the purposes of evacuation, or other declared emergency purposes, and the unit is cancelled by the County after arrival, the County will only pay a Response Fee of $50.
2. All payments will be made net of any Liquidated Damages owed to the County or Requesting Agency.
3. The flat, fixed fees shall include full compensation for labor, material, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, which shall be incorporated in this Price, as they will not be reimbursed separately by the County.
4. The flat, fixed-fees, as listed above, shall be guaranteed for the Contract term.
5. Should the County choose to exercise the two (2), three-year options to renew terms, the Contractor(s) may request a price adjustment, refer to Article 8 in the Agreement.
6. When the need arises, Randle Eastern Ambulance Services Inc., First Ranked Contractor will receive the request for medical transportation services.
7. The County will request medical transportation services, on an as needed basis, from MCT Express Inc., Second Ranked Contractor if Randle Eastern Ambulance Services Inc., provides an unacceptable Estimated Time of Arrival (ETA) as further detailed in the Appendix A-Scope of Services, or if Randle Eastern Ambulance Services Inc., notifies the Requesting Agency that there are no ambulances available.

APPENDIX C

64J-1.002 Basic Life Support Service License - Ground.

(1) To obtain a license or renewal each applicant shall submit an application to the department on DH Form 631, 04/09, Ground Ambulance Service Provider License Application. This form is incorporated by reference and is available from the department, as defined by subsection 64J-1.001(9), F.A.C., or at http://www.fl-ems.com.

(2) The department shall issue a license to any applicant who:

(a) Furnished evidence of insurance coverage for claims arising out of injury or death of persons and damage to the property of others resulting from any cause for which the owner of said business or service would be liable. Each motor vehicle shall be insured for the sum of at least $100,000.00 for injuries to or death of any one person arising out of any one accident; the sum of at least $300,000.00 for injuries to or death of more than one person in any one accident; and, for the sum of at least $50,000.00 for damage to property arising from any one accident. Government operated service vehicles shall be insured for the sum of at least $100,000.00 for any claim or judgment and the sum of $200,000.00 total for all claims or judgments arising out of the same occurrence. Every insurance policy or contract for such insurance shall provide for the payment and satisfaction of any financial judgment entered against the operator and present insured, or any person driving the insured vehicle. All such insurance policies shall provide for 30-day cancellation notice to the department.

(b) Obtained a Certificate of Public Convenience and Necessity (COPCN).

(3) Each BLS provider shall ensure and document in its employee records that each of its EMTs and paramedics hold a current certification from the department.

(4) Every provider, except those exempted in paragraph 64J-1.006(1)(a), F.A.C., shall ensure that each EMS vehicle permitted by the department, when available for call, shall be equipped and maintained as approved by the medical director of the service in the vehicle minimum Equipment list. The vehicle minimum Equipment list shall include, at a minimum, one each of the items listed in Table I and shall be provided to the department upon request.

TABLE I
GROUND VEHICLE
BLS MEDICAL EQUIPMENT AND SUPPLIES

ITEM

1. Bandaging, dressing, and taping supplies:
a. Adhesive, silk, or plastic tape – assorted sizes.
b. Sterile 4 × 4 inch gauze pads.
c. Triangular bandages.
d. Roller gauze.
e. ABD (minimum 5 × 9 inch) pads.
2. Bandage shears.
3. Patient restraints, wrist and ankle.
4. Blood pressure cuffs: infant, pediatric, and adult.
5. Stethoscopes: pediatric and adult.
6. Blankets.
7. Sheets (not required for non-transport vehicle.)
8. Pillows with waterproof covers and pillow cases or disposable single use pillows (not required for non-transport vehicle).
9. Disposable blanket or patient rain cover.
10. Long spine board and three straps or equivalent.
11. Short spine board and two straps or equivalent.
12. Adult and Pediatric cervical immobilization devices (CID), approved by the medical director of the service.
13. Padding for lateral lower spine immobilization of pediatric patients or equivalent.
14. Portable oxygen tanks, "D" or "E" cylinders, with one regulator and gauge. Each tank must have a minimum pressure of 1000 psi, and liter flow at 15 liters per minute.
15. Transparent oxygen masks; adult, child and infant sizes, with tubing.
16. Sets of pediatric and adult nasal cannulae with tubing.

17. Hand operated bag-valve mask resuscitators, adult and pediatric accumulator, including adult, child and infant transparent masks capable of use with supplemental oxygen.
18. Portable suction, electric or gas powered, with wide bore tubing and tips which meet the minimum standards as published by the GSA in KKK-A 1822E specifications.
19. Extremity immobilization devices. Pediatric and Adult.
20. Lower extremity traction splint. Pediatric and Adult.
21. Sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel, and cord clamps or cord-ties.
22. Burn sheets.
23. Flashlight with batteries.
24. Occlusive dressings.
25. Oropharyngeal airways. Pediatric and Adult.
26. Installed oxygen with regulator gauge and wrench, minimum "M" size cylinder (minimum 500 PSI) with oxygen flowmeter to include a 151pm setting, (not required for non-transport vehicles.) (Other installed oxygen delivery systems, such as liquid oxygen, as allowed by medical director.)
27. Gloves – suitable to provide barrier protection for biohazards.
28. Face Masks – both surgical and respiratory protective.
29. Rigid cervical collars as approved in writing by the medical director and available for review by the department.
30. Nasopharyngeal airways, pediatric and adult.
31. Approved biohazardous waste plastic bag or impervious container per Chapter 64E-16, F.A.C.
32. Safety goggles or equivalent meeting A.N.S.I. Z87.1 standard.
33. Bulb syringe separate from obstetrical kit.
34. Thermal absorbent reflective blanket.
35. Multitrauma dressings.
36. Pediatric length based measurement device for Equipment selection and drug dosage.

Rulemaking Authority 381.0011, 395.405, 401.121, 401.25, 401.35 FS. Law Implemented 381.0011, 395.401, 395.4015, 395.402, 395.4025, 395.403, 395.404, 395.4045, 401.23, 401.24, 401.25, 401.252, 401.26, 401.27, 401.281, 401.30, 401.31, 401.321, 401.34, 401.35, 401.41, 401.411, 401.414, 401.421 FS. History–New 11-29-82, Amended 4-26-84, 3-11-85, Formerly 10D-66.49, Amended 4-12-88, 8-3-88, 12-10-92, 10-2-94, 1-26-97, Formerly 10D-66.049, Amended 8-4-98, 1-3-99, 11-19-01, 12-18-06, Formerly 64E-2.002, Amended 9-2-09.

APPENDIX D
HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and Randle Eastern Ambulance Service, Inc., Business Associate ("Associate").

RECITALS

A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, PHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR""), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. Definitions. Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 1103. [45 CFR Parts 160, 162 and 164]

d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR

Parts 160, 162 and 164]

e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the

U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. Indemnification. Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. Limitation of Liability. Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

b. Amendment of Appendix C. In addition to amendments described in 7a above, Appendix C may otherwise be modified or amended by written mutual agreement of the parties without amendment of the remainder of this Agreement."

8. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. Interpretation. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. Jurisdiction. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

Medical Transportation Services
. EVN0006904B

THIS AGREEMENT for the provision of medical transportation services, made and entered into as of this _____ day of _____ by and between MCT EXPRESS, INC., a corporation organized and existing under the laws of the State of Florida, having its principal office at 2766 NW 62nd St, Miami, Florida 33147 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide medical transportation services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0006904 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated March 07, 2024 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such medical transportation services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Activation of the Emergency Operations Center (EOC)", in accordance with Sec. 8B-2. Of the Miami-Dade Code of Ordinances, to mean the alert, notification, or mobilization of appropriate department, agency, or organizational representatives to the EOC to initiate the Comprehensive Emergency Management Plan to functionally prepare, mitigate, respond and recover from an incident or Disaster.

b) The words "Ambulance Contract Compliance Officer" to mean the Miami-Dade Fire Rescue duly authorized County representative designated to manage the contract(s).

c) The words "Arrival Time" to mean the time at which the ambulance arrives onsite at the physical address provided by the Requesting Agency. This can be confirmed by contacting the Requesting Agency via phone upon arrival or direct contact with the dispatcher.

d) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.

e) The words "Common Carrier/Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.

f) The words "Continuity of Operations Plan" or "COOP" to mean a plan that details how essential functions are managed during disruption of operations. It ensures continuous performance of essential functions and operations and resumption of full service to the community.

g) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.

h) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.

i) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.

j) The word "Contractor" or "Second Ranked Contractor " to mean **MCT EXPRESS, INC.,** and its permitted successors.

k) The word "Days" to mean calendar days.

l) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.

m) The words "Deployment Plan" to mean a plan that details the best possible organized response during a Disaster or other emergency.

n) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.

o) The word "Disaster" to mean, in accordance with Sec. 8B-2. Of the Miami-Dade Code of Ordinances, any natural or man-made incident that disrupts or damages the social or economic systems or infrastructure of the community and which is so severe that a Local State of Emergency is declared.

p) The word "Equipment" to mean the medical equipment and supplies required on Vehicles as defined in Florida Administrative Code Rule Chapter 64J-1, Titled: Emergency Medical Services (https://www.flrules.org/gateway/ChapterHome.asp?Chapter=64j-1).

q) The words "First Ranked Contractor" to mean Randle Eastern Ambulance Services Inc., and its permitted successors.

r) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.

s) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.

t) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.

u) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project, and who shall serve as the daily single point of contact and authority for resolution of all issues.

v) The words "Requesting Agency" to mean County, Corrections, Emergency Management, Police or Fire Rescue, and other authorized agencies designated in writing by the County Mayor or designee.

w) The words "Response Fee" to mean the negotiated fee, paid by the County to the Contractor when an ambulance unit dispatched in response to a call from the Miami-Dade Fire Rescue or Miami-Dade Police Departments is canceled, or an ambulance unit dispatched in response to a call from the Miami-Dade Department of Emergency Management is cancelled after arrival.

x) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.

y) The words "Service" or "Services" to mean the provision of medical transportation services in accordance with the Scope of Services.

z) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

aa) The word "Transport" or "Transportation" to mean all Transports beginning from the point of origin (the requested pick-up location) and ending with the destination, both respectively as determined by the Requesting Agency.

bb) The words "Transport Fee" to mean the amount paid to the Contractor for Transportation.

cc) The word "Vehicles" to mean medical transportation units (ambulances) utilized to perform medical transportation services.

dd) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 48 Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0006904 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

e) The terms "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement, and shall continue through the last day of the sixtieth (60) month, thereafter. The County, at its sole discretion, may renew this Contract for two (2) three-year options to renew. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

a) to the Project Manager:

Miami-Dade County
Fire Rescue Department
Attention: Shanti Hall, EMS Division Chief
Address:9300 NW 41 Street
Doral, FL 33178
Phone: (786) 331-4402
E-mail: Shanti.Hall@miamidade.gov

and

b) e Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900

Email: cpo@miamidade.gov

(2) To the Contractor

Contractor Name: MCT Express Inc.
Attention: Bob Beers,
Address: 2766 NW 62nd St
Miami, FL 33147
Phone: (305) 537-4150
E-mail: BBeers@transportationamerica.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.
Should the County choose to exercise the two (2), three-year options to renew terms, the Contractor(s) may request a price adjustment. The County will negotiate pricing based upon the published Private Ground Ambulance Schedule Uniform Rate Sheet for Basic Life Support (BLS) Base Rate (per trip), see Appendix B-1. The County shall use the percentage change, not to exceed 10%, between the published rate sheet applicable to 2024 and the published rate sheet in effect at the start date of the renewal term. The approved price adjustments will be fixed for that renewal term

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the

time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:
  Miami-Dade County, Finance Shared Services
  111 NW 1st Street, 26 Floor
  Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Miami-Dade Fire Rescue
9300 NW 41 Street
Doral, FL 33178
Attention: Ambulance Contract Compliance Officer

OR

Bill to: Miami-Dade County Office of Emergency Management Services
9300 NW 41 Street
Doral, FL 33178
Attention: Lesbia Baez-Silva

OR

Bill to: Miami-Dade Corrections and Rehabilitation Department
3505 NW 107th Avenue
Doral, FL 33178
Attention: Alessandra Linares

OR

Bill to: Miami-Dade Police Department
9105 NW 25 Street, Room 3055
Doral, FL 33172
Attention: Nicholas Santos

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or

instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.

2. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 in the aggregate including Products/completed operations. Miami-Dade County must be included as an additional insured for both on-going and completed operations.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 combined single limit.

4. Professional Liability Insurance in an amount not less than $1,000,000 each occurrence 2,000,000 in the aggregate covering claims arising out of the rendering or failure to render professional services or provision of products.

5. Cyber Liability for a minimum of $1,000,000 each occurrence, $2,000,000 General aggregate.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. STANDARD BOND REQUIREMENTS

Simultaneously with this delivery of the executed Contract document to the County, the Contractor to whom the Contract has been awarded must deliver to the County an executed Contract Bond on the prescribed form or in Cash, each in the amount of 100 percent (100%) of the total amount of the accepted bid, as security for the faithful performance of this Contract and for the payment with. IF Cash is used in lieu of the bond, all terms and conditions stipulated in the bond shall be just as applicable. The Contract Bond shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

(a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

(b) On Contract amounts of 500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

2. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Accepted on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

(c) For Contracts in excess of 500,000 the provision of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on Treasury List.

(d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

(e) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Florida Statutes 255.05 provide for the following conditions to be made in all Contract Bonds relating to public projects. The same conditions shall be just as applicable for Cash used in lieu of the bond.

> "A claimant, except a laborer, who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.
>
> A claimant who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
>
> No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the
>
> Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies".

The Contract Bond or Cash used in lieu of the bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from latent defects in materials or improper performance of work under the Contract. If the County exercises its option to extend the Contract period by one year, provided the Contractor maintains the same prices as in the first contract period, to protect the County against losses resulting from latent defects in materials or improper performance or work under the Contract.

The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.

The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425 of the Florida Statutes.

In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands pf a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

ARTICLE 12. MANNER OF PERFORMANCE

a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.

c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.

e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 15. DISPUTE RESOLUTION PROCEDURE

a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**

d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute

arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 16. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 20. CONSENT OF THE COUNTY REQURIED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected county constitutional officer (i.e., sheriff, supervisor of elections, property appraiser, tax collector, or clerk of courts) upon the creation of such office in Miami-Dade County or transfer of any duties or responsibilities of County to such office without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected county constitutional officer and the acceptance of such by the elected county constitutional officer, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected county constitutional officer.

Should the County assign, transfer or convey only a portion of this Agreement to an elected county constitutional officer, the Agreement shall be divided into two separate Agreements and the elected county constitutional officer shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the elected county constitutional officer as if such portion was a separate agreement entered into between the Contractor and the elected county constitutional officer. The elected county constitutional officer shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer or conveyance.

The County shall provide notice of such action to the Contractor within 30 days of any such assignment, transfer or conveyance.

ARTICLE 21. SUBCONTRACTUAL RELATIONS

a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within

each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 23. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 24. TERMINATION AND SUSPENSION OF WORK

a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in ARTICLE 24) and fails to cure said Event of Default (as delineated below in ARTICLE 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.

b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.

c) If County terminates this Agreement for cause under ARTICLE 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop Work on the date specified in the notice (the "Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 25. EVENT OF DEFAULT

a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:

i. the Contractor has not delivered Deliverables and/or Services on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein; or

viii. the Contractor fails to comply with ARTICLE 39.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation and/or material breach of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying

the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 29. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 31. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to

the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All Developed Works shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 32. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at https://supplier.miamidade.gov.

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or

indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 33. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and

suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 34. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".

n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs"

s) Florida Administrative Code Rule Chapter 64J-1, Titled: Emergency Medical Services (https://www.flrules.org/gateway/ChapterHome.asp?Chapter=64j-1)

t) Chapter 4 of the Miami-Dade Code of Ordinances-Ambulances and Medical Transportation Vehicles

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 35. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the

County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 39. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall

retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with ARTICLE 24 of this Contract.

ARTICLE 41. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 42. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates

were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at https://iapps.careersourcesfl.com/firstsource/.

ARTICLE 44. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 45. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 46. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the

Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (http://www.uscis.gov/e-verify)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 47. COMPLIANCE WITH STATE REQUIREMENTS CONCERNING HUMAN TRAFFICKING

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Human Trafficking Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract. This Contract shall not be effective unless and until the Contractor executes and provides such attestation.

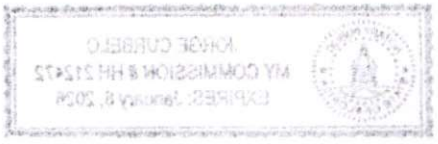
The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 48. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor	Miami-Dade County
By:	By:
Name: RAYMOND GONZALEZ	Name: for Daniella Levine Cava
Title: PRESIDENT & CEO	Title: Mayor
Date: August 13, 2024.	Date:
Attest:	Attest: Juan Fernandez-Barquin, Clerk of the Court and Comptroller
Corporate Secretary/Notary Public	By: (Deputy Clerk Signature)
JORGE CURBELO MY COMMISSION # HH 212472 EXPIRES: January 8, 2026	Print Name:
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	Assistant County Attorney



APPENDIX A – SCOPE OF SERVICES

2.1 Background

The County require qualified firms to provide medical transportation services (Ambulance Services) for various County Departments on an as needed basis. The medical transportation services will supplement the services currently provided by the County, including Police and Fire Rescue Agencies. The County, including Police and Fire Rescue Agencies, will continue to be first respondents to the scene and will request the services of the Contractor(s) in the event Ambulance Services are needed at the Basic Life Support Level (BLS).

The County specifically makes no promises or guarantees concerning the number of urgent and non-urgent Transports, number of patients or distance of Transports that will be associated with this contract.

2.2 Minimum Qualification Requirements

The Contractor shall possess:

a. Miami-Dade County Certificate of Public Convenience and Necessity for Public Entity Ambulance Operation.
b. State of Florida, Bureau of Emergency Medical Services Advanced Life Support Service (ALS) license (Department of Health (DH) Form 631).

Copies of the Miami-Dade County Certificate of Public Convenience and Necessity for Public Entity Ambulance Operation and of the State of Florida, Bureau of Emergency Medical Services, Advanced Life Support Service (ALS) license must be submitted with Proposals.

Note: Certificates and Licenses are continuing conditions for award and shall be maintained for the duration of the Contract term. and any extensions and renewals thereof.

2.3 Services to be Provided

The Contractor(s) shall:

a. Provide all services in accordance with all applicable Federal, State, and County laws, ordinances, regulations, and administrative codes governing the provision of medical Transport services, to include proper documentation in an approved electronic Patient Care Report. In case of an emergency, the guidelines contained in any Contract issued as a result of this Solicitation may be supplemented by instructions from the County.
b. Not refuse or delay Transportation of any BLS patient once they have arrived on a scene to Transport.
c. Attend drills, exercises, and meetings conducted by Requesting Agencies, as requested.

2.4 Plans

The Contractor(s) shall:

a. Prepare and submit a Continuity of Operations Plan (COOP). The COOP shall detail how essential functions are managed during disruption of operations. The COOP ensures continuous performance of essential functions and operations and resumption of full service to the community. The COOP shall detail how the Contractor(s) will fulfill the arrival time requirements established by the County and shall include the following components as listed below:
    i. Plans and Procedures
    ii. Mission Essential Functions
    iii. Delegations of Authority
    iv. Orders of Succession
    v. Devolution - The devolution section shall address how the Contractor will identify and conduct its essential functions in the aftermath of a worst-case scenario, one in which is if the leadership is incapacitated. The Contractor shall be prepared to transfer all their essential functions and responsibilities to personnel at a different office or location.
    vi. Staging Area
    vii. Alternate Facilities
    viii. Interoperable Communications
    ix. Vital Records and Databases
    x. Logistics and Administration
    xi. Personnel Issues and Coordination
    xii. Reconstitution
    xiii. Testing, Training and Exercising
    xiv. Health Emergency
    xv. Program Management

Continuity of Operations Plan (COOP)

b. The Deployment Plan shall provide the best possible organized response during a declared Disaster, or any other emergency, and shall fulfill the arrival time requirements established by the County. The Deployment Plan shall include the following components as listed below:
   i. Detail Contractor's 24-hour system status management strategies.
   ii. Detail mechanisms utilized by Contractor(s) to meet the demand for ambulance response during peak periods or unexpected unusually high call volume times.
   iii. Include a current map identifying proposed ambulance stations or post locations.
   iv. Provide any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

Deployment Plan

c. Redeploy or add additional vehicles if performance standards are not met. Upon notification by the Ambulance Contract Compliance Officer, the Contractor(s) shall submit proposed changes in the Deployment Plan in writing to the Ambulance Contract Compliance Officer within 30 days of written notification by the Ambulance Contract Compliance Officer.

d. Submit a final COOP and a final Deployment Plan, as detailed above, for the County's review and approval, and amend each as required by the County. The County will not issue a Notice to Proceed (NTP) for any Contract resulting from this Solicitation prior to its approval of the Contractor(s) COOP and Deployment Plans.

2.5 Personnel

The Contractor(s) shall ensure that:

a. Each in-service vehicle shall be staffed by personnel adequately trained and who possess the necessary certifications, training, skills and abilities to perform all duties required hereunder in accordance with applicable Florida Statutes, Florida Administrative Code, Miami-Dade County Code, Ordinances and Regulations and Federal standards.

b. All drivers of the vehicles used for Transport possess a valid Class D license issued by the State of Florida and shall maintain a good driving record through the term of employment with the Contractor(s) and for the duration of the Contract term, and any extensions and renewals thereof. The Contractor(s) shall at a minimum, review each drivers driving record annually. Any driver that has pled Nolo Contendere, pled guilty, has been found guilty,or has been convicted (regardless of whether adjudication has been withheld) of three or more moving violations during any one-year period, or otherwise does not meet the requirements of Chapter 4 *Ambulances And Medical Transportation Vehicles,* and 31 *Vehicles For Hire,* of the Miami-Dade County Ordinance Code shall be removed from driving responsibility on this Contract with immediate effect.

c. All personnel are always properly uniformed to present a neat, clean, and professional appearance. The uniform color and insignia are to be approved by the Ambulance Contract Compliance Officer prior to commencement of services under any Contracts resulting from this Solicitation. The Contractor(s) shall require all such personnel, while on duty, to always wear visibly, on their person, an identification badge to include the employee's picture, name, level of State certification, and the Contractor(s)'s company name.

d. All personnel that interface with the public shall be able to communicate in English, both verbally and in writing.

e. Designate a full-time Project Manager who shall be responsible for the Contractor(s)'s performance and responsibilities under any Contract resulting from this Solicitation. The Contractor(s)'s Project Manager is subject to the written approval of the County. The Project Manager shall serve as the daily single point of authority for resolution of complaints and shall assure that service is provided uniformly. The Project Manager shall be available via telephone on a 24-hour basis. The Project Manager shall provide the Ambulance Contract Compliance Officer with performance reports as requested, but at a minimum, on a monthly basis. Additionally, the Project Manager will meet with the Ambulance Contract Compliance Officer as requested.

f. Provide all personnel with an in-service training program that provides an overview of expectations and professional performance requirements when working as part of any Contract resulting from this Solicitation.

g. Develop and implement a mandatory driver-training program. All drivers participating on any Contract resulting from this Solicitation must attend the mandatory training program within five (5) business days of the issuance of a Notice to Proceed. The Contractor(s) shall ensure compliance with all standards and requirements of this Solicitation.

h. Ensure that ambulance personnel are properly trained and oriented before being assigned to respond to medical requests. The orientation shall include, at a minimum, an EMS system overview; EMS policies and procedures including patient destination, trauma triage and patient treatment protocols; radio communications with and between the ambulance, base hospital, receiving facilities, and dispatch center; map reading skills, including key landmarks, routes to hospitals and other major receiving facilities; response areas within the County; and ambulance Equipment utilization and maintenance, in addition to the Contractor(s)'s policies and procedures. Contractor(s) shall be responsible for ensuring that this standard is met. Each ambulance personnel shall complete this training program prior to providing services under any Contract that may result from this Solicitation. Proof of completion of this training program shall be provided upon request from Miami-Dade County.

i. Employ a medical director who shall be a Board-Certified Emergency Physician in the Stateof Florida and who shall monitor the day-to-day activities of Contractor(s)'s training department, to include continuing education programs and the preceptor/internship program and shall advise Contractor(s)'s Operations Manager regarding field operations and pre-hospital medical care. The medical director shall provide medical oversight of the Contractor's emergency medical dispatch program.

j. In the event of a Declared Disaster the Contractor(s)'s personnel shall perform as part of the Incident Command System which is a part of the Miami-Dade County Comprehensive Emergency Management Plan. The Contractor(s) will provide a properly trained Operations person(s) to the Miami-Dade County Emergency Operations Center (EOC) for the duration of the Activation of the EOC. They will assist in the coordination and Transportation of the evacuation and repatriation of special needs clients on the Miami-Dade County Emergency and Evacuation Assistance Program registry or EOC Evacuation Support Unit (ESU) registry.

k. When responding to a request from the Miami-Dade Department of Emergency Management during Activation of the EOC, the Contractor(s) shall ensure that ambulance personnel are properly trained and oriented before the Activation. Drivers shall adhere to the Transportation Checklist when assisting with the Transportation of the evacuation and repatriation of clients on the Miami-Dade County Emergency and Evacuation Assistance Program registry or EOC Evacuation Support Unit (ESU) registry. The Contractor(s) will be responsible for the training of all drivers prior to mobilizing.

l. If the Contractor(s) deems it necessary to sub-contract to accomplish any task associated with any Contract resulting from this Solicitation, the Contractor(s) shall be held to the provisions of Article 21: "Subcontractual Relations" of the Agreement and shall be solely responsible for payment to sub-contracted parties for services rendered.

2.6 Communication System

a. Each ambulance operated pursuant to any Contract resulting from this Solicitation must have a two-way radio, operating on an independent radio frequency, licensed by the Federal Communications Commission (FCC). This system shall be capable of two-way communications between the Contractor(s)'s vehicles and all locations within Miami-Dade County. In addition, each such ambulance shall have a system providing reliable two-way communication to hospitals for ambulance to hospital communication.

b. Each ambulance unit must be equipped with radio communications equipment capable of receiving and transmitting on a radio frequency designated by Miami-Dade Fire Rescue Department for mutual aid use. In addition, each driver of such ambulance shall be accessible to the Contractors(s)'s dispatcher by pager/cell phone or some other comparable electronic device. The Contractor(s) shall provide a list of all drivers' pagers/cell phone numbers or other electronic device to the Requesting Agencies and update as necessary to ensure that all County users have the most current list.

2.7 Dispatch Center

The Contractor(s) shall:

a. Ensure that its Dispatch Center is in constant radio communication with all in-service vehicles.

b. Ensure that only dispatchers who are familiar with ambulance Transportation operations, the County's geography, emergency procedures, and administrative procedures of the County and its municipalities, are on-duty during operating hours. The dispatcher/s shall be knowledgeable in emergency terminology and procedures and be fluent in English.

c. Ensure that the Dispatch Center has a telephone system with a Miami-Dade County local phone access number and is sufficiently staffed to fulfill the Contractor's obligations under any Contract resulting from this Solicitation.

d. Ensure that there are audio recordings of all radio and telephone service-related conversations received through its communications center requesting ambulance service. Said audio files shall be maintained by the Contractor for at least sixty (60) days. Copies of specific audio files shall be maintained for longer periods if requested by the County. Any audio file requested by the County shall be provided within seventy-two (72) hours at no cost to the County.

e. Have a Computer Aided Dispatch (CAD) system in place that will incorporate or have the following elements:
   i. Incident Information - This is a database of the incident data, usually obtained from a telephone caller, and including the location (house number and street name, commonplace name, intersection), caller information, and other information gathered by the dispatcher.
   ii. Unit Display - CAD has a database of personnel and field units, which is used to display a list of active units. This database includes the unit ID, assigned personnel, special capabilities (BLS, etc.). The database is linked to the incident database, allowing the dispatcher to display unit status: in-service, out-of-service, etc.
   iii. Incident Dispatch - With information about incidents and units, the dispatcher can link an incident to one or more field units, which essentially assigns the units to the incident. Most CAD software will provide a recommendation of which units shall respond, based on pre-determined tables or a unit's actual location.
   iv. Time Stamping - whenever the dispatcher takes an action (enter a new incident, dispatch a unit, unit arrives on- scene, etc.), the computer records that time and links it to the incident and unit records for later review.
   v. Report Generation - to help analyze incident and unit activity, CAD allows production of reports listing all types of information, by ranges of date and time, and sorted by various fields.
   vi. Maintenance - The software allows the system administrator to create and edit the various support files, and to make data back-ups of the various files.
   vii. Automatic Vehicle Location (AVL) - Location data will be transmitted to Miami-Dade County when the Contractor's unit is assigned to a call for service. AVL data is only required to be shared with Miami-Dade County when a unit is assigned to a call as part of any Contract resulting from this Solicitation.
   viii. CAD to CAD Interface - A bi-directional interface between the County's CAD or CAD Data Exchange Hub and the Contractor(s) CAD, enabling the County Dispatcher and Contractor's Dispatcher to electronically exchange information, such as, but not limited to, requests for service, incident information, response information, and ETA. The cost for interface development shall be the responsibility of each entity.

f. Ensure that the Contractor(s)'s representative reporting to the Miami-Dade County Emergency Operations Center (EOC) will maintain contact with all driver(s) and the Contractor(s)'s Dispatch Center. In addition, the Contractor(s)'s representative will provide a list of all drivers' pagers/cell phone numbers or other electronic communication device to the EOC upon request, and will update this list as necessary to ensure the County has the most current list. The representative will maintain contact with drivers and the Dispatch Center.

2.8 System Status Quality Assurance (QA) Program

The Contractor(s) shall establish and maintain a system status QA program, to include but not limited to:

a. A system to identify response time performance problems to identify underlying causes and to mitigate them. Ambulance schedules, deployment and number of hours deployed will be reviewed and adjusted as needed.

b. A system status Management review and quality improvement report to be submitted within thirty (30) days upon the written request from the County.

c. A report review process to ensure quality reporting in the electronic Patient Care Reports.

2.9 Ambulance Equipment

The Contractor(s) shall:

a. Ensure that all Equipment, as required by the State of Florida Department of Health Administrative Code 64J-1, shall be in safe condition, in good repair, and always in working order. All Equipment shall be appropriately maintained throughout the term of the Contract, including any extensions thereof. Maintain sufficient Equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair, and for times of excessive demand in the system.

b. Ensure that all Equipment utilized by the Contractor(s) shall be the sole property of said Contractor(s).

c. Ensure that the Contractor(s) does not possess Equipment that is the property of any other entity utilizing or accessing the resultant Contract of this Solicitation, unless granted express permission by the County.

2.10 Vehicle

The Contractor(s) shall:

a. Submit a final vehicle maintenance program to the County.

b. Provide in writing, to the County, the locations where all maintenance services will be performed.

c. Submit records of vehicle maintenance to the County on an annual basis.

2.11 Performance

The Contractor(s) shall provide services twenty-four (24) hours a day, seven (7) days a week, and will respond to the Requesting Agency within the following time requirements:

a. Group 1: Miami-Dade Fire Rescue Department – Within 20 minutes of dispatch

b. Group 2: Miami-Dade Police Department – Within 20 minutes of dispatch

c. Group 3: Miami-Dade Department of Emergency Management – Varies based on the Emergency, will be established by DEM

d. Group 4: Miami-Dade Corrections and Rehabilitation Department – Within 30 minutes of request

2.12 Estimated Time of Arrival

a. **Groups 1 and 2:** The Contractor designated as the First Ranked Contactor shall provide an estimated time of arrival (ETA) when a request for an ambulance is made by the Fire Rescue/Police Dispatcher ("Dispatcher"). Requests for service shall be made in this order, (1) via CAD or CAD interface; (2) or if CAD is not available, via telephone. The Fire Rescue/Police Dispatcher may cancel the request to the First Ranked Contractor, and use the Second Ranked Contractor, if the First Ranked Contractor provides an ETA that is greater than (20) minutes and zero (0) seconds. The same request process and response criteria shall be used for all other Contractors, as appropriate. All requests shall be included in the monthly Performance Report.

b. **Group 3:** In the event of a declared Disaster, or other emergency as determined by the Miami-Dade Department of Emergency Management, requiring Transportation of individuals in the Emergency and Evacuation Assistance Program registry or EOC Evacuation Support Unit (ESU) registry, the Contractor(s) will be requested by the Miami-Dade Department of Emergency Management and will be given response time expectations based on the emerging situation. The Contractor will provide an estimated time of arrival once requested. The Contractor(s) must provide Transport within the requested timeframe from receiving the request, or up to the time the Mayor or designee declares it unsafe. Successful completion of a special needs client Transport requires pick-up from an initial location and Transport to a final location as specified by the Miami-Dade Department of Emergency Management or EOC.

c. **Group 4:** The Contractor designated as the First Ranked Contractor will provide an ETA when a request for an ambulance is made by the Requesting Agency. The Requesting Agency may cancel the request to the First Ranked Contractor, and use the Second Ranked Contractor, if the First Ranked Contractor provides an ETA that is greater than thirty (30) minutes. The same request process and response criteria shall be used for Second Ranked Contractor, as appropriate. All requests shall be included in the monthly Performance Report.

2.13 **Response Times and Liquidated Damages** (Applicable to all Contractors)

All Contractor(s) shall meet the County's response time as follows, except for the exceptions noted in **2.14. Response Time Exceptions.**

a) **Groups 1 and 2:** From the time a unit is requested, as recorded in CAD, by a Fire Rescue/Police Dispatcher, the Contractor(s) 's ambulance is required to be on scene in less than (20) twenty minutes and (0) zero seconds. The official arrival time record

for tracking performance shall be the Fire Rescue dispatch record log, and/or FirstWatch compliance application, and/or any other comparable compliance application as determined/approved by the County. The Contractors(s) shall ensure that an estimated time of arrival (ETA) is provided when a request for an ambulance is made by the Fire Rescue/Police Dispatcher. If the Contractor(s) fails to meet the monthly response time requirements for Groups 1 and 2 as described in Section 2.11 Performance, Liquidated Damages will apply as follows:

i. If 85% - 89.9% of monthly requests are not responded to in less than or equal to twenty (20) minutes and zero (0) seconds, then thirty thousand dollars ($30,000) will be assessed to the Contractor for that month.
ii. If 80%-84.9% of monthly requests are not responded to in less than or equal to twenty (20) minutes and zero (0) second, then forty thousand dollars ($40,000) will be assessed to the Contractor for that month.
iii. If less than 80% of monthly requests are not responded to in less than or equal to twenty (20) minutes and zero (0) seconds, then fifty thousand dollars ($50,000) will be assessed to the Contractor for that month.
iv. If no unit is available for response upon request, the "unavailable" response will be included in the monthly calculation of late responses (over 20 minutes) for the determination of liquidated damages.
v. The Contractors) shall be assessed fifty dollars ($50) in Liquidated Damages per occurrence if any response unit arrives without the required Equipment as per Florida Administrative Code Section 64J-1.002 (refer to Appendix C).

b) **Group 3:** From the time a unit is requested, by the Miami-Dade County Emergency Operations Center (EOC) or by the Miami-Dade Department of Emergency Management (DEM), the Contractor(s) 's ambulance is required to be on scene in less than (30) thirty minutes and (0) zero seconds from scheduled date and time. The official arrival time record for tracking performance shall be the time the request is made, or time specified by the EOC or DEM. The Contractor(s) shall ensure that an estimated time of arrival (ETA) is provided when a request for an ambulance is made by the EOC or DEM. The Contractor(s) will incur Liquidated Damages in the amount of $1,000 if the Contractor(s) has not responded to one hundred percent (100%) of all requests within 30 minutes at the end of each emergency. The Contractor(s) shall be assessed fifty dollars ($50) in Liquidated Damages per occurrence if any response unit arrives without the required Equipment as per Florida Administrative Code Section 64J-1.002 (refer to Appendix C).

c) **Liquidated Damages Exceptions for Group 3** will occur for the following scenarios:

i. If an evacuation timeframe for an emergency is inaccurate as identified by the EOC or DEM;
ii. If traffic on roadways throughout an emergency impedes in client Transport within the Estimated Time of Arrival; or
iii. Other scenarios as identified by the EOC or DEM.

d) **Group 4:** From the time a unit is requested, by a Miami-Dade Corrections and Rehabilitation (MDCR) or Correctional Health Services (CHS) staff the Contractor(s) ambulance is required to be on the scene in less than (30) thirty minutes and (0) zero seconds. The official arrival time record for tracking performance shall be the time the call is made and recorded in the incidental logbook. The Contractor(s) shall ensure that an estimated time of arrival (ETA) is provided when a request for an ambulance is made by the MDCR or CHS staff. The Contractor(s) will incur Liquidated Damages in the amount of $1,000, if at the end of each month, the Contractor(s) has not responded to seventy-five percent (75%) of all requests within 30 minutes. The Contractor(s) shall be assessed fifty dollars ($50) in Liquidated Damages per occurrence if any response unit arrives without the required Equipment as per Florida Administrative Code Section 64J-1.002 (refer to Appendix C)

2.14 Response Time Exceptions

In extreme circumstances (such as declared emergencies, natural Disasters, riots, strikes, etc.), responses exceeding the criteria in Section 2.12 and 2.13 may be excused on a case-by-case basis by the County. These excuses shall be for good cause only, as determined by the County. The burden of proof that there is good cause for the excuse shall rest with the Contractor(s), the Contractor(s) must have acted in good faith. To be considered for an excused Response Time Exception, the Contractor(s) shall file a written request for each response time exception. The request shall be filed with County within fifteen (15) days of the date of the occurrence. Such request shall list the date, the time, the incident number and the specific circumstances causing the delayed response. The Contractor(s) may be released from response time requirements for an extended time period by written request, to include reason, and begin and end dates. These exceptions will be granted at the sole discretion of the Ambulance Contract Compliance Officer, from response time performance requirements, including excusal from compliance reports used to calculate response time for any Liquidated Damages. Extended response time exemption requests cannot exceed a one-month period. A new request must be submitted each month, as appropriate.

2.15 **Transportation Destinations**

The Contractor(s) shall report, via CAD interface when available, all Transports beginning from the point of origin (the requested pick- up location) and ending with the destination, both respectively being determined by the Requesting Agency. At no time shall the Contractor(s) or its personnel alter or attempt to alter the destination determined by the Requesting Agency. Notwithstanding the foregoing: the Contractor(s) shall not be required to Transport patients to a destination outside of Miami-Dade and Broward Counties. If the patient becomes critical or unstable during Transport, as determined by the Contractor(s)'s personnel conducting patient care, the Contractor(s) shall continue to Transport the patient to the requested facility unless that facility is not an appropriate destination for the patient's condition. In such cases, the Contractor(s) will Transport the patient to the closest appropriate medical facility and will notify the Requesting Agency of the change in destination after Transport is complete. If the patient's condition becomes unstable beyond the Contractor's capability, they may request Fire Rescue assistance.

2.16 **Records Management and Reporting-Transport Service Records**

a. The Contractor(s) shall maintain a detailed log for each vehicle. This log shall contain the on-duty responder' names, date, time call received, location of call, destination, and Requesting Agency. This log shall also contain any other information required by County, State, or Federal guidelines. The Ambulance County reserves the right to require correction to the format of the log any time during any period of performance. All logs shall be provided upon request from the Ambulance Contract Compliance Officer or designee.

b. The Contractor(s) shall maintain a dispatch log that shall contain the date, time, name of operator on-duty, time call received, nature of call, Requesting Agency, request location, unit dispatch time, unit reported arrival time, and call number. This log shall also contain any other information required by County, State, or Federal Guidelines. The County reserves the right to require correction to this log. All logs shall be provided upon request by the Ambulance Contract Compliance Officer or designee.

c. In the event of a Disaster, or other emergency as determined by the Miami-Dade Department of Emergency Management, the Contractor(s)'s representative(s) shall produce an Evacuation Support Unit (ESU) Dispatch Report(s) to the Miami-Dade Department of Emergency Management for the duration of the Activation of the EOC. The Contractor(s) shall maintain, and shall require that any Subcontractors maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Contract. The Contractor(s) shall conduct a call-down of clients assigned to the Contractor(s) and schedule a date and time for Transport with the client prior to pick-up. The ESU Dispatch Report shall contain the date, time, name of operator on-duty, client, scheduled pick-up date, scheduled pick-up time, location of client, destination, destination arrival date, destination arrival time, and name of receiving personnel from destination. The report shall also contain any other information as required by the Miami-Dade Department of Emergency Management, State, or Federal Guidelines. At the conclusion of the Activation of the EOC, after all services have been rendered, a final ESU Dispatch Report shall be provided, upon request by the Miami-Dade Department of Emergency Management.

2.17 **Data and Reporting**

a. The Contractor(s) shall provide a Performance Report on a monthly basis, or shorter cadence as mutually agreed upon, to the Ambulance Contract Compliance Officer, which shall contain at a minimum the following: requesting agency, time call received, estimated time of arrival given, time vehicle is dispatched, station and vehicle number, Contractor's and authorized agency dispatch/voucher numbers, type of call, name of patient, location of patient, destination address, time arrived on-scene, computation of response time, computation of response time in excess of performance standard when applicable, reassignment, if applicable, and detailed charges for calls.

b. The Contractor(s) shall submit on a monthly basis a report to the Ambulance Compliance Officer that will include at a minimum the municipality or department (i.e., Fire, Police, etc.), Call number/Alarm, date, company, unit, patient, Pick-up Location, Destination, Call receipt time, dispatched time, on-scene time, Transport time, arrival time, caller description, caller code, and response time. The format of the reports will be approved by the Ambulance Compliance Officer and will be sent via e-mail.

c. In the event of a Declared Disaster, or other emergency as determined by the Miami-Dade Department of Emergency Management, the Contractor(s)'s representative(s) shall assist the Miami-Dade County Emergency Operations Center (EOC) for the duration of the Activation of the EOC with processing evacuation and repatriation Transportation status of clients being Transported by the Contractor, and additional data as required in the Emergency and Evacuation Assistance Program (EEAP) application.

2.18 **Schedule**
The Contractor(s) shall provide service twenty-four (24) hours a day, seven (7) days a week.

2.19 Fees

a. **Group 1-Miami-Dade Fire Rescue Department**
The Contractor(s) shall bill patients directly for all Transport Fees, no Transport Fees will be paid by the Miami-Dade Fire Rescue Department. The Miami-Dade Fire Rescue Department will pay a Response Fee not to exceed $48, when applicable. The Contractor(s) will be responsible for the billing and collection of payments from patients, as applicable. In no event shall the County be responsible for any charges for which the Contractor(s) is unable to collect from patients under this Group.

b. **Group 2-Miami-Dade Police Department**
The Contractor(s) shall bill patients directly for all Transport Fees, no Transport Fees will be paid by the Miami-Dade Police Department. The Miami-Dade Police Department will pay a Response Fee not to exceed $48, when applicable. The Contractor(s) will be responsible for the billing and collection of payments from patients, as applicable. In no event shall the County be responsible for any charges for which the Contractor(s) is unable to collect from patients under this Group.

c. **Group 3-Miami-Dade Department of Emergency Management**
The Miami-Dade Department of Emergency Management intends to use these services primarily for evacuation purposes during declared emergencies. The Miami-Dade Department of Emergency Management will pay a Transport fee not to exceed $275, when applicable. The Miami-Dade Department of Emergency Management will pay a Response Fee not to exceed $50 if a unit is cancelled by the County after arrival at the pick-up site.

d. **Group 4-Miami-Dade Corrections and Rehabilitation Department**
The Miami-Dade Corrections and Rehabilitation Department will pay a Transport fee not to exceed $650. The Miami-Dade Corrections and Rehabilitation Department will not pay a Response Fee.

APPENDIX B – PRICE SCHEDULE

FORM 1- PRICE SCHEDULE

A. Price

The flat, fixed-fees shown below are the maximum fees per Transport for providing all tasks and deliverables outlined in Appendix A, Scope of Services, of this contract.

Description	Fee Per Transport (Not-to-Exceed)
RESPONSE FEE for Group 1 Miami-Dade Fire Rescue Department	$ 50
RESPONSE FEE for Group 2 Miami-Dade Police Department	$50
TRANSPORT FEE for Group 3: Miami-Dade Department of Emergency Management (Completed Transport)	$275
RESPONSE FEE for Group 3: Miami-Dade Department of Emergency Management	$ 50
TRANSPORT FEE for Group 4: Miami-Dade Corrections and Rehabilitation Department	$ 550

Notes:

1. The County will pay fixed and firm fees to the Contractor(s). For Group 3, if the Contractor(s) responds to a request for transport, for the purposes of evacuation, or other declared emergency purposes, and the unit is cancelled by the County after arrival, the County will only pay a Response Fee of $50.
2. All payments will be made net of any Liquidated Damages owed to the County or Requesting Agency.
3. The flat, fixed fees shall include full compensation for labor, material, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, which shall be incorporated in this Price, as they will not be reimbursed separately by the County.
4. The flat, fixed-fees, as listed above, shall be guaranteed for the Contract term.
5. Should the County choose to exercise the two (2), three-year options to renew terms, the Contractor(s) may request a price adjustment, refer to Article 8 in the Agreement.
6. When the need arises, Randle Eastern Ambulance Services Inc., First Ranked Contractor will receive the request for medical transportation services.
7. The County will request medical transportation services, on an as needed basis, from MCT Express Inc., Second Ranked Contractor if Randle Eastern Ambulance Services Inc., provides an unacceptable Estimated Time of Arrival (ETA) as further detailed in the Appendix A-Scope of Services, or if Randle Eastern Ambulance Services Inc., notifies the Requesting Agency that there are no ambulances available.

APPENDIX C

64J-1.002 Basic Life Support Service License - Ground.

(1) To obtain a license or renewal each applicant shall submit an application to the department on DH Form 631, 04/09, Ground Ambulance Service Provider License Application. This form is incorporated by reference and is available from the department, as defined by subsection 64J-1.001(9), F.A.C., or at http://www.fl-ems.com.

(2) The department shall issue a license to any applicant who:

(a) Furnished evidence of insurance coverage for claims arising out of injury or death of persons and damage to the property of others resulting from any cause for which the owner of said business or service would be liable. Each motor vehicle shall be insured for the sum of at least $100,000.00 for injuries to or death of any one person arising out of any one accident; the sum of at least $300,000.00 for injuries to or death of more than one person in any one accident; and, for the sum of at least $50,000.00 for damage to property arising from any one accident. Government operated service vehicles shall be insured for the sum of at least $100,000.00 for any claim or judgment and the sum of $200,000.00 total for all claims or judgments arising out of the same occurrence. Every insurance policy or contract for such insurance shall provide for the payment and satisfaction of any financial judgment entered against the operator and present insured, or any person driving the insured vehicle. All such insurance policies shall provide for 30-day cancellation notice to the department.

(b) Obtained a Certificate of Public Convenience and Necessity (COPCN).

(3) Each BLS provider shall ensure and document in its employee records that each of its EMTs and paramedics hold a current certification from the department.

(4) Every provider, except those exempted in paragraph 64J-1.006(1)(a), F.A.C., shall ensure that each EMS vehicle permitted by the department, when available for call, shall be equipped and maintained as approved by the medical director of the service in the vehicle minimum Equipment list. The vehicle minimum Equipment list shall include, at a minimum, one each of the items listed in Table I and shall be provided to the department upon request.

TABLE I
GROUND VEHICLE
BLS MEDICAL EQUIPMENT AND SUPPLIES

ITEM

1. Bandaging, dressing, and taping supplies:
a. Adhesive, silk, or plastic tape – assorted sizes.
b. Sterile 4 × 4 inch gauze pads.
c. Triangular bandages.
d. Roller gauze.
e. ABD (minimum 5 × 9 inch) pads.
2. Bandage shears.
3. Patient restraints, wrist and ankle.
4. Blood pressure cuffs: infant, pediatric, and adult.
5. Stethoscopes: pediatric and adult.
6. Blankets.
7. Sheets (not required for non-transport vehicle.)
8. Pillows with waterproof covers and pillow cases or disposable single use pillows (not required for non-transport vehicle).
9. Disposable blanket or patient rain cover.
10. Long spine board and three straps or equivalent.
11. Short spine board and two straps or equivalent.
12. Adult and Pediatric cervical immobilization devices (CID), approved by the medical director of the service.
13. Padding for lateral lower spine immobilization of pediatric patients or equivalent.
14. Portable oxygen tanks, "D" or "E" cylinders, with one regulator and gauge. Each tank must have a minimum pressure of 1000 psi, and liter flow at 15 liters per minute.
15. Transparent oxygen masks; adult, child and infant sizes, with tubing.
16. Sets of pediatric and adult nasal cannulae with tubing.

17. Hand operated bag-valve mask resuscitators, adult and pediatric accumulator, including adult, child and infant transparent masks capable of use with supplemental oxygen.
18. Portable suction, electric or gas powered, with wide bore tubing and tips which meet the minimum standards as published by the GSA in KKK-A 1822E specifications.
19. Extremity immobilization devices. Pediatric and Adult.
20. Lower extremity traction splint. Pediatric and Adult.
21. Sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel, and cord clamps or cord-ties.
22. Burn sheets.
23. Flashlight with batteries.
24. Occlusive dressings.
25. Oropharyngeal airways. Pediatric and Adult.
26. Installed oxygen with regulator gauge and wrench, minimum "M" size cylinder (minimum 500 PSI) with oxygen flowmeter to include a 151pm setting, (not required for non-transport vehicles.) (Other installed oxygen delivery systems, such as liquid oxygen, as allowed by medical director.)
27. Gloves – suitable to provide barrier protection for biohazards.
28. Face Masks – both surgical and respiratory protective.
29. Rigid cervical collars as approved in writing by the medical director and available for review by the department.
30. Nasopharyngeal airways, pediatric and adult.
31. Approved biohazardous waste plastic bag or impervious container per Chapter 64E-16, F.A.C.
32. Safety goggles or equivalent meeting A.N.S.I. Z87.1 standard.
33. Bulb syringe separate from obstetrical kit.
34. Thermal absorbent reflective blanket.
35. Multitrauma dressings.
36. Pediatric length based measurement device for Equipment selection and drug dosage.

Rulemaking Authority 381.0011, 395.405, 401.121, 401.25, 401.35 FS. Law Implemented 381.0011, 395.401, 395.4015, 395.402, 395.4025, 395.403, 395.404, 395.4045, 401.23, 401.24, 401.25, 401.252, 401.26, 401.27, 401.281, 401.30, 401.31, 401.321, 401.34, 401.35, 401.41, 401.411, 401.414, 401.421 FS. History–New 11-29-82, Amended 4-26-84, 3-11-85, Formerly 10D-66.49, Amended 4-12-88, 8-3-88, 12-10-92, 10-2-94, 1-26-97, Formerly 10D-66.049, Amended 8-4-98, 1-3-99, 11-19-01, 12-18-06, Formerly 64E-2.002, Amended 9-2-09.

APPENDIX D

HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and MCT Express, Inc., Business Associate ("Associate").

RECITALS

A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, PHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR'"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. Definitions. Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 1103. [45 CFR Parts 160, 162 and 164]

d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR

Parts 160, 162 and 164]

e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the

U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. Indemnification. Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. Limitation of Liability. Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

b. Amendment of Appendix C. In addition to amendments described in 7a above, Appendix C may otherwise be modified or amended by written mutual agreement of the parties without amendment of the remainder of this Agreement."

8. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. Interpretation. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. Jurisdiction. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.