



GOAA DATE 3/16/2022

CUSTOMER AGREEMENT
General Terms and Conditions

ITEM NO. 9

DOCUMENTARY # 101329

THIS AGREEMENT is made between Lifefleet Southeast Inc. d/b/a American Medical Response, Inc. an American Medical Response company ("Provider" or "AMR"), and Orlando International Airport – Greater Orlando Aviation Authority "MCO" (the "Customer"). The Customer is a metropolitan airport authority. The General Terms and Conditions and Exhibits/Addendums are attached and incorporated by reference herein.

Commencement Date: April 1, 2022

Term: 36 Months

Automatic Renewal for Successive Terms: No

Service Area: Orange County and in other areas as mutually agreed upon by both parties

Agreement Applicable to Multiple Customer Locations: No

Services Provided:

Dedicated Unit:

To ensure the transportation needs of visitors to Customer's facility, AMR will dedicate two (2) ALS ambulances ("ALS Unit") to provide Services to individuals requiring transport services while at Customer's facility as directed by Customer. Each ALS Unit will be staffed by two (2) employees of AMR for 12 hour shifts during peak times as determined by Customer. One (1) first initial ALS unit will be staffed for one (1) twelve (12) hour period - Fee Schedule "1A". Up to two (2) additional ALS units will be staffed for one (1) twelve (12) hour period per unit with peak times as determined by the customer – Fee Schedule "1B".

Scheduling of Services: The Days of Operation will be (7) seven days-a-week.

Any changes to "peak times" as determined by Customer shall require reasonable notice to AMR. Any anticipated changes to the Scheduling of Services will be given in writing (14) fourteen days prior to the request date of change where reasonably acceptable and mutually agreed upon by both parties.

Anytime the ALS Unit is in transport, AMR, upon the next service request from Customer, will make reasonable efforts to send an ALS Unit as an emergency dispatch.

Ambulance Services:

- "Specialty Care Transport" or "SCT"
- "Advanced Life Support" or "ALS"
- "Basic Life Support Service" or "BLS"

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Rates:

Dedicated Unit:

- Customer shall pay AMR a fee for the costs of providing the ALS Unit annually, prorated and billed monthly:

<i>Fee Schedule "1A" – Initial 12 Hour Coverage</i>	
<i>Year</i>	<i>Cost Amount</i>
2022	\$162,000.00
2023**	\$167,200.00
2024**	\$172,000.00
<i>Fee Schedule "1B" - Additional - 12 Hour Coverage</i>	
<i>Year</i>	<i>Cost Amount*</i>
2022	\$340,000.00
2023	\$340,000.00
2024	\$340,000.00
<i>*Per additional 12 Hour Truck</i>	

**Renewal option 1 and 2 shall include a 3% escalator rate year-over-year for "Fee Schedule 1A" above only.

The Customer payment for the Additional Unit(s) shall be reviewed annually by the parties to review the financial feasibility of the program and may be prospectively adjusted accordingly upon the parties written mutual agreement. Notwithstanding the foregoing, the 1B Fee Schedule per each Additional Unit shall not exceed \$340,000 annually.

No later than December 1st of each year, AMR shall review the revenue and expenses associated with the program.

AMR shall inform Customer of any material deviation from its projected financials that would necessitate any downward adjustment to the Customer payment for each Additional Unit.

Ambulance Services:

- Rates charged to any patient transported by AMR shall be AMR's Usual and Customary Fee Schedule set by the local regulating authority, as may be updated from time to time. The current Fee Schedule in effect as of the Effective Date of this Agreement is set forth below:

Table 1

Basic Life Support, Non – Emergency	A0428	\$761.00
Basic Life Support, Emergency	A0429	\$761.00
Advanced Life Support, Non – Emergency	A0426	\$978.00
Advanced Life Support, Emergency	A0427	\$978.00
Advanced Life Support, Level 2	A0433	\$1087.00
Specialty Care Transport	A0434	\$1087.00
Mileage – Urban & Suburban - per loaded mile	A0425	\$13.05
ALS ER Assessment	A0999	\$978.00

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For any Ambulance Services or Non-Ambulance Services that are provided by AMR but not specifically set forth in these Business Terms or selected above, the Rates for those Services shall be AMR's Usual and Customary Rates.

AMR may also notify Customer at any time in writing via an amendment of a rate adjustment due to changed circumstances, e.g., new regulatory requirements or new clinical standards. The rate adjustment shall become effective one-hundred eighty days (180) days after execution of the amendment by both parties unless the Customer has objected in writing to the rate adjustment.

Payment Terms: NET 30

Legal Notices:

<p>Customer:</p> <p>Orlando International Airport – Greater Orlando Aviation Authority One Jeff Fuqua Blvd. Orlando, FL 32827 Office: 407-825-3010 Fax: 407-825-2526 JWilliamson@goaa.org</p>	<p>AMR:</p> <p>Regional Director American Medical Response 4728 Old Winter Garden Road Orlando, FL 32811</p>	<p>With Mandatory Copy to:</p> <p>Legal Department American Medical Response, Inc. 6363 S Fiddler's Green Circle, 14th Floor Greenwood Village, Colorado 80111</p>
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Billing Information:


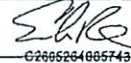
<p>Customer Billing Information (Mandatory):</p> <p>Customer Invoices Sent To:</p> <p>Accounts Payable Orlando International Airport – Greater Orlando Aviation Authority One Jeff Fuqua Blvd. Orlando, FL 32827</p> <p>Main: 407-825-2001 Finance: 407-825-2020 Fax: 407-825-2526</p> <p>Invoices To Customer Sent : <input checked="" type="checkbox"/> Monthly</p>	<p>AMR Billing Contact Information:</p> <p>Contract Manager Patient Billing Services American Medical Response 6363 S Fiddler's Green Circle, 14th Floor Greenwood Village, Colorado 80111</p>
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IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

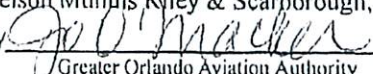
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"Orlando International Airport
– Greater Orlando Aviation Authority"

"LifeFlight Southeast Inc. d/b/a American Medical Response"

By:  Kevin Thibault Chief Executive Officer Mar 31 2022 2:08 PM	By:  Erik M. Rohde 028952646857434...
Print Name: <small>DocuSign</small>	Print Name: Erik M. Rohde
Title:	Title: Regional President

AMR now utilizes DocuSign for signatory purposes

Approved as to Form and Legality
this 20 day of MARCH, 20 22
Nelson Mullins Riley & Scarborough, LLP
By: 
Greater Orlando Aviation Authority



March 23, 2022

VIA EMAIL

Janice K. Hughes, CPPB
Senior Purchasing Agent
407.825.6425
Janice.Hughes@goaa.org

Re: Signature Authority of Erik Rohde

Dear Ms. Hughes:

Please let this letter serve as formal notice that Erik Rohde, Southeast Regional President for Lifefleet Southeast Inc. d/b/a American Medical Response, has the authority to bind the company in relationship to the Agreement between Lifefleet Southeast Inc. and Orlando International Airport – Greater Orlando Aviation Authority.

Should you have any questions, please do not hesitate to reach out to me at (972) 829-8364.

Sincerely,

A handwritten signature in cursive script that reads "Gregory Kelminson".

Greg Kelminson
Senior Corporate Counsel

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- 1. Provision of Services.** AMR will provide the services checked in the Business Terms (the "Services") to visitors of the Customer ("Patients") on the conditions, if any, described in Business Terms and in the service area(s) described in the Business Terms (the "Service Area"), as requested by the Customer and/or its agents.
- 2. Compliance.** The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. AMR's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients.
- 3. Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the Services.
- 4. Scheduling of Services and Authorizations.** There will be no minimum notice required for the provision of emergency advanced life support or emergency basic life support Services, if such Services are to be provided hereunder. The Customer will provide a minimum of 4 hours' notice for non-emergency ambulance Services, to the extent such notice is practicable. The Customer will provide a minimum of 24 hours' notice for Non-Ambulance Services, to the extent such notice is practicable.
- 5. Compensation and Billing.** AMR shall be responsible for all Patient and third party billing and agrees that the rates to be billed shall comply with applicable laws. For purposes of calculating mileage charges, AMR shall round up to the next whole mile (regardless of any different practices within the industry). The Customer will pay to AMR the amounts set out in the Business Terms for the ALS Unit.
- 6. Invoicing and Payment.** AMR shall provide a written invoice to Customer. Customer shall make payment to AMR within thirty (30) days of the invoice date. If Customer misplaces or loses AMR's invoice, AMR will only re-transmit the invoice one (1) additional time without charge to Customer. For any subsequent re-transmission of an invoice, Customer may be charged a fee to reimburse AMR. The invoice shall be a summary bill and contain no more than the date of service, level of service, patient identifier, and charge. There shall be no specialized billing forms, e.g., CMS 1500 forms.
- 7. Insurance.** Without limiting its liability hereunder, AMR shall procure and maintain at its sole expense during the term of this Agreement insurance of the types and in the minimum amounts and deductibles

set forth on Exhibit "A" attached hereto and incorporated herein by reference. Without limiting the foregoing, AMR shall maintain a professional liability policy and comprehensive general liability policy which shall include contractual liability on a blanket or specific basis in a form satisfactory to Authority and shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the Customer. AMR agrees that the Customer and its members, officers, employees and agents shall be named as additional insureds under such auto and general liability policies of insurance. Such insurance shall provide that it is primary insurance as respect any other valid insurance Customer may possess including any self-insured retention or deductible Customer may have, and that any other insurance Customer does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy had been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance. Prior to commencing any work under this Agreement AMR shall, upon request, provide to Customer certificates evidencing the maintenance of all insurance required hereunder, and each such certificate shall provide that no cancellation, including expiration and non-renewal, shall be effective until at least thirty (30) days after receipt of written notice thereof by Customer. AMR shall maintain and/or cause Sub-Contractors to maintain Workers' Compensation Insurance coverage for all employees in accordance with statutory limits. The Customer is currently contracted with CertFocus/Vertikal for the management of all insurance certificates related to Customer Agreements.

General Liability and Automobile Liability:

Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and contractual liability for AMR's covenants, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence; and Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Authority property resulting in property damage or bodily injury, including death with a limit of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per accident;

Additional Insured Endorsement. Such above referenced liability insurance shall name Authority and the City and their members (including, without

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limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

Workers' Compensation and Employer's Liability. The following insurance shall apply to all AMR's employees who will be engaged on Authority property in the performances of Services in this Agreement: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than \$100,000 for each accident, \$100,000 for disease each employee and \$500,000 for disease policy limit. If the AMR is self-insured, upon request, AMR shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations.

Professional Services / Errors & Omissions Liability Insurance.

Insurance covering AMR for claims, losses and expenses resulting from wrongful acts or omissions committed in the performance of, or failure to perform, all Services under this Agreement with limits not less than One Million Dollars (\$1,000,000) per claim.

Other Insurance Requirements. AMR agrees to the following as it relates to all above required insurance:

Auto and general liability insurance policies shall be primary insurance and not contributory to any other valid insurance Authority may possess, and that any other insurance Authority does possess shall be considered excess insurance only.

Insurance shall be carried with an insurance company or companies with a financial stability rating by A.M. Best of B+ VI or better and said policies shall be in a form acceptable to Authority.

Any liability insurance maintained by AMR written on a claims-made form basis will maintain coverage for two (2) years to cover claims made after the AMR has concluded its services to Authority.

All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of Authority and the City of Orlando.

A properly completed and executed Certificate of Insurance on a form provided or approved by Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon the Notice of Intent to Award of contract

or prior to any start of services, whichever comes first, and each renewal thereafter during the term of this Agreement and its renewal/extension. AMR acknowledges that any acceptance of Certificate of Insurance by Authority does not waive any obligations herein this Agreement.

The Authority is currently contracted with a third party for the management of all insurance certificates related to Authority Contracts. AMRs who enter into a Contract with the Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each AMR of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. AMRs will respond as directed in the introductory letter as well as any further instructions they may receive.

If any insurance coverage is canceled, AMR shall, within forty-eight (48) hours remit to Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to Authority. If AMR fails to obtain or have such insurance reinstated, Authority may, if it so elects, and without waiving any other remedy it may have against AMR, immediately terminate this Contract upon written notice to AMR.

8. **Indemnification.** The AMR shall indemnify, defend and hold completely harmless the Aviation Authority and the City, and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens advisory committees of each), officers, employees and agents of each from and against any and all liabilities (including statutory liability and liability under Workers' Compensation laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) the breach of this Agreement by the AMR, (ii) by reason or on account of damage to or destruction of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the negligent performance of services under this Agreement, or the negligent acts or omissions or willful misconduct of the AMR's officers, agents, employees, Sub-AMRs, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, or (iii) arising out of or in connection with the negligent acts or omissions or willful misconduct of the AMR or its officers, agents, employees, Sub-AMRs, licensees or

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invitees. Aviation Authority agrees to give the AMR reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the AMR or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. The indemnification provisions of this Section shall survive the expiration or earlier termination of this Agreement.

9. **Record Retention.** AMR will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.

IF THE AMR (AMR) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AMR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, PUBLICRECORDS@GOAA.ORG; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A AMR with an Authority Agreement for services, must comply with Florida Statute, Chapter 119.071, specifically to:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service.
- ii. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the AMR does not transfer the records to the Authority.
- iv. Upon completion of the Agreement, meet all requirements for retaining public records and transfer, at no cost to the Authority, all public

records in possession of the AMR or keep and maintain public records required by the Authority to perform the service. If the AMR transfers all public records to the Authority upon completion of the Agreement, the AMR shall, upon termination of the Agreement, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- v. If the AMR keeps and maintains public records upon completion of the Agreement, the AMR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

If AMR does not comply with a public records request, the Authority shall enforce the contract provisions in accordance with the Agreement.

10. **Term.** The initial term of this Agreement shall start on the Commencement Date as set forth in the Business Terms and be for the term set forth in the Business Terms. The initial term and all renewal terms shall be cumulatively referred to as the "Term". This Agreement will automatically renew if checked YES in the Business Terms. The initial term of the agreement shall be three (3) year base period with (2) two subsequent (1) one year renewal option periods. Each option year will be upon written notification by both parties ninety (90) days prior to expiration of the previous term. This contract in its entirety will supersede and replace any previous agreement(s) when fully executed by both parties.
11. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon ninety (90) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the foregoing: (i) AMR may terminate this Agreement upon a default by the Customer in the payment of monies due and owing to AMR if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the repeated failure of AMR to respond to requests by the Customer for the provision of Services to Patients within the Service Area, if such failure is not cured within ten (10) days of notice thereof to AMR; and (iii) either party may terminate this Agreement

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immediately upon notice to the other following the loss or suspension of licensure or insurance coverage.

12. **Legal Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses listed in the Business Terms.
13. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third-party reimbursement agreements.
14. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.
15. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
16. **Force Majeure.** AMR shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.
17. **HIPAA.** Each party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996*, the *Health Information Technology for Economic and Clinical Health Act* and the regulations thereunder (collectively, "HIPAA"). The Customer shall reasonably assist AMR in complying with HIPAA, including assisting AMR in providing AMR's notice of privacy practices to Patients prior to non-emergency transports and as soon as reasonably possible after emergency transports, and obtaining an acknowledgment of delivery of such notices for non-emergency transports. Each party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the Patient as long as both parties have a direct relationship with the Patient. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.
18. **Safe Harbor.** The Customer acknowledges that it has been informed of, and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws, orders and regulations that establish a "Safe Harbor" for discounts, including 42 CFR 1001.952(h) and/or 42 U.S.C. § 1320a-7(b)(3)(a).
19. **Compliance Program and Code of Conduct.** AMR has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.AMR.net (under the "About AMR" link under the heading "Corporate Compliance" at the web site), and the Customer acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
20. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days

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of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

binding and enforceable as an original; the parties agree to fully execute two (2) originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

21. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,496 are applicable to this Agreement, the parties incorporate the clause set forth in 29 C.F.R. part 471, Appendix A to Subpart A.

22. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed electronically in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

23. **Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts.

24. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

25. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement and any Amendments may be executed and telecopy to the other party and that the execution telecopy shall be

EXHIBIT "A"

INSURANCE

<u>Type</u>	<u>Amount¹</u>
Professional Liability Insurance	\$10,000,000
General Liability Insurance	\$5,000,000
Automobile Liability	\$1,000,000
Workers Compensation	Statutory limits
Employers Liability	\$100,000 each accident, \$500,000 disease policy limit \$100,000 disease each employee

Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.

Additional Insured Endorsement. Contractor agrees and shall cause the Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

If coverage is on a claims-made basis, Consultant will maintain coverage applicable to the Services performed for two (2) years after expiration of the Agreement.

Insurers shall be licensed to transact insurance in the State of Florida. This requirement may be waived in the sole discretion of the Authority's Chief Executive Officer if the insurer is rated by A.M. Best at A-/VIII or better.

¹ Limits may be satisfied through a combination of a primary policy and excess or umbrella policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED American Medical Response, Inc. 4728 Old Winter Garden Road Orlando FL 32811 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Indemnity Insurance Co of North America		43575
	INSURER C: ACE Fire Underwriters Insurance Co.		20702
	INSURER D: Lloyd's Syndicate No. 2623		AA1128623
	INSURER E: Great American Security Ins Co		31135
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570092044954 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			XSLG7248194A SIR applies per policy terms & conditions	03/31/2021	03/31/2022	EACH OCCURRENCE	\$2,750,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$750,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,750,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COM/POP AGG	\$2,750,000
							SIR/Deductible	\$250,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$2,500 Coll Deductible <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> \$2,500 Comp Deductbl			ISAH25545138	03/31/2021	03/31/2022	COMBINED SINGLE LIMIT (Ea accident)	\$10,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			EXC3415145	03/31/2021	03/31/2022	EACH OCCURRENCE	\$15,000,000
							AGGREGATE	\$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR67819299 AOS WLR67819251 CA, MA	03/31/2021	03/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH	
A					03/31/2021	03/31/2022	E L EACH ACCIDENT	\$1,000,000
							E L DISEASE-EA EMPLOYEE	\$1,000,000
							E L DISEASE-POLICY LIMIT	\$1,000,000
D	E&O-PL-XS			W18173210601 Professional Liability SIR applies per policy terms & conditions	03/31/2021	03/31/2022	Per Claim	\$10,000,000
							Aggregate	\$10,000,000
							SIR	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Authority, the City, their members (including, without limitation, members of the Authority's Board, the City Council, members of the citizens' advisory committees of each), officers, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER Orlando International Airport Greater Orlando Aviation Authority One Jeff Fuqua Blvd. Orlando FL 32827 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Insurance Managers (USA), Inc.</i>
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Holder Identifier :

Certificate No : 570092044954

2021 - 2022



Local Business Tax Receipt

(Formerly known as "Business License"
changed per state law HB1269-2006)

Business Name
AMERICAN MEDICAL RESPONSE
4728 OLD WINTER GARDEN RD
ORLANDO, FL 32811

Business Owner
AMERICAN MEDICAL RESPONSE

Business Location
4728 OLD WINTER GARDEN RD
ORLANDO, FL

NOTICE-THIS TAX RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

Case Number: BUS-0003345

Issued Date: 07/29/2021

Expiration Date: 09/30/2022

Business type(s):

Description	Year
AMB SER 4112 AMBULANCE SERVICE	2022



Local Business Tax Receipt
City Hall, 400 South Orange Avenue, First Floor
Post Office Box 4990
Orlando, Florida 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

Email: businessstax@orlando.gov

Prompt! Interactive Voice Response System: 407.246.4444
Visit our website: orlando.gov/permits

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
LifeFleet Southeast, Inc.

2 Business name/disregarded entity name, if different from above
American Medical Response; AMR

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 402079

6 City, state, and ZIP code
Atlanta, GA 30384-2079

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
5	9	-	1	3	9	5	4	3	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Shaun Notary*

Date ► 01/01/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.