

**Agreement Between Madison County, Mississippi and Pafford Emergency Medical Services Inc. to
Provide ALS and BLS Emergency/Non-Emergency Ambulance Services to Madison County, MS**

PURPOSE: Madison County acknowledges the valuable service that Pafford Emergency Medical Services, Inc., has rendered to Madison County over previous contract years, and appreciates Pafford EMS for locating its corporate headquarters in Madison County, as well as for its current expansion activities within the county.

The herein below renewal contract represents the Agreement between Madison County, Mississippi (County), and Pafford Emergency Medical Services Inc. (Pafford), for the provision of Advanced Life Support (ALS) and Basic Life Support (BLS) emergency and non-emergency services by Pafford to County according to the terms and conditions as enumerated below:

- A. **PRIORITY PROVIDER:** Pursuant to this contract Madison County considers Pafford as its highest priority provider for ALS/BLS emergency and non-emergency ground ambulance and medical services during the term of the Agreement. Pafford will be the EMS' Lead Agency and priority provider of EMS in Madison County during the term of the contract.
1. The operation of the ambulance service will be limited to the Service Area, described as the current geographic jurisdiction of Madison County, Mississippi, and any future expanded corporate boundaries of the County.
 2. Pafford will provide the required services without a direct subsidy or payment from the County, except that to the extent a direct payment is required by the County to Pafford in order for the County to qualify for the State EMSOF grant program (Emergency Medical Service Operating Funds) monies, the County will pay the same to Pafford but in no event shall this amount exceed \$0.15 per capita, per year unless changed by the state authorities. If the County can receive credit for expenditures in furtherance of its EMS system in order to qualify for EMSOF grant monies then no direct payment will be made by the County to Pafford in this regard. All current and future EMSOF and Trauma funds authorized and/or directed for EMS in the county, will be directed and utilized by Pafford for services within the County. All current in-use equipment and supplies purchased by EMSOF funds will be made available for Pafford use in the county.
 3. The County specifically makes no promises or guarantees concerning the number of calls or transports, quantities of patients, or associated distance of transports.
- B. **TENURE:** This term of this Agreement shall be for a period of four (4) years commencing on June 1, 2020, and shall terminate four years thereafter on May 31, 2024. The County may extend this Agreement for up to two (2) additional years on the same terms and conditions, or such other terms and conditions as are mutually agreeable to the parties.

C. PAFFORD RESPONSIBILITIES:

1. Pafford will be responsible for emergency and non-emergency ambulance responses and ambulance transports originating in the County on a twenty-four hour basis every day of the term covered by this Agreement.
2. Emergency ambulance dispatch shall be coordinated through the County's dispatch center and shall follow the guidelines set forth by the County.
3. Pafford shall have in place with the Service Area, four (4) fully staffed, outfitted, and equipped ALS ambulance units on a 24/7 basis. This is subject to the active deployment of such unit or units outside of the Service Area during the performance of duties required by this Agreement.
4. Pafford shall provide to the County one (1) additional fully staffed, outfitted and equipped ALS ambulance units, Monday through Friday in order to handle surge call volume, subject to the active deployment of such unit or units outside of the Service Area during the performance of duties required by this Agreement.
5. The equipment and staffing standards set forth above are the minimum levels required and Pafford agrees that, if reasonably necessary, upon request it will provide additional equipment and staffing to achieve the response time standards set forth above.
6. Pafford must provide a redundancy system to facilitate emergency calls when all of Pafford's ambulance service resources have been allocated to other emergency situations, regardless of the total number of ambulances required to meet this standard. Pafford shall provide any and all additional resources needed to meet the County's response criteria set forth within this Agreement.
7. In addition, every ambulance unit provided by Pafford for emergency response must, at all times, except authorized herein, be fully equipped with all necessary ALS equipment and staffed to operate at the Advanced Life Support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with all Mississippi State Department of Health policies and approved medical standards.
8. In addition to emergency response, Pafford shall provide emergency ambulance coverage and stand-by service at the request of any Fire Department located in Madison County to special functions, including but not limited to public school events and activities such as sporting events and games, dances, science fairs and city festivals, extended fire suppression calls, hazardous material operations, and any other activities deemed necessary to provide preemptive emergency medical care to the visitors, citizens, and emergency service personnel within the County. Notification of scheduled dedicated units and events require

48-hour notice. Pafford reserves the right to charge in the future for stand-by service for “for-profit” events and/or “waits”.

9. Pafford will be responsible for providing the necessary radio equipment and upgrades within each response unit compatible to the radio and dispatch system already being utilized at the County’s dispatch center. (MSWIN, 700Mhz, 800Mhz and/or 154 Hz frequency systems)
10. Pafford shall provide all medical re-supply items needed to re-stage each fire department unit operating in Madison County back to available status upon completion of an emergency call.
11. Extrication and rescue activities will be the responsibility of the fire departments. Pafford is not responsible for these activities and shall have no liability related thereto.
12. Pafford will provide Basic Life Support (BLS) ambulance unit(s), as necessary, staffed by two EMT-Basics to be used for non-life threatening responses including calls so designated through emergency medical dispatch protocols, mental health transports requested by law enforcement, nursing care facilities, and inter-facility transfers. The BLS ambulance unit(s) will be available at all times to facilitate the above listed transports. Pafford shall be responsible for maintaining and coordinating all such transfers with health care facilities located within the County.
13. Pafford will be responsible for all invoicing/billing to patients who are transported. Pafford acknowledges that some of those transported may not have insurance or be able to pay.
14. Pafford acknowledges that the County shall in no way be financially responsible to Pafford for any services provided in relation to this Agreement with the County. County police and fire personnel transported by Pafford as a result of line-of-duty injuries shall not be assessed any out-of-pocket or personal expense for such transport. Pafford shall receive income from patient charges and assume sole responsibility for the billing and collection process associated with those charges. Pafford shall not include any reference to the County on any patient billing documents, claims, and/or invoices.

1. OPERATIONS:

1. Pafford will receive all request for emergency/non-emergency ambulance service and all ALS/BLS ambulance service and all other ambulance calls received by the County’s dispatch center or any healthcare facility or resident and/or business for:
 - (a.) All 9-1-1/PSAP (public safety access point) requests for ambulance service;
 - (b.) Ambulance transport to an emergency department from the scene of emergency, including transports to an emergency department originating from a skilled nursing

facility, physician's office, medical clinic, residential care facility, or other medical facility;

(c.) ALS/BLS ambulance transports from a general acute care hospital within the County to any other general acute care hospital;

(d.) ALS/BLS ambulance transport from any location within the county.

(e.) Critical care transport (CCT) ambulance transports, which shall conform to the definition of "Specialty Care Transport" as defined in 42 CFR 414.605, from a general acute care facility within the County to any other general acute care hospital; and,

(f.) Any other patient transport call made to County's dispatch

2. When a request for service is received at the County's dispatch center, the County's dispatcher will answer the request and follow approved dispatch procedures, coordinate with Pafford's designated dispatch center to provide planned pre-arrival assistance (as appropriate) and manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responders and/or EMS air transport provider agencies.
3. The County's dispatch center is operated by County employees under direct supervision of the Madison County Sheriff's Department.
3. Patients shall be transported to appropriate receiving facilities. Hospital destination is based upon patient preference and applicable EMS protocols. Critical patients are normally transported to the nearest emergency department or to a trauma center, as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time or as not to negatively affect the minimum level of ambulance coverage within the County's EMS District defined within this Agreement. Pafford shall maintain a minimum of one (1) ALS ambulance within the County's boundaries at all times.
4. Medical helicopter service may be available to transport critical patients when ground ambulance transport time would be excessive and the patient meets helicopter transport criteria. Pafford, and not the County shall be responsible for ensuring that the patient is transported to the appropriate receiving facility based on the patient's needs or expressed instructions in this regard. Upon transfer of patient care to helicopter crew, helicopter ambulance transport team shall be responsible for the patient and his or her needs or expressed instructions.
5. Pafford shall provide an additional transportable ambulance, as needed, to provide rapid access and patient contact to areas of the County in the event that overload occurs with all other transportable units. This additional resource can be incorporated into the redundancy system contained herein.
6. Pafford's ambulance response time standards will be:

For the cities of Ridgeland, Madison and Canton, Pafford will arrive on scene of a priority 1 emergency call in an average of 10 minutes or less, 90% of the time.

For the unincorporated area of Glukstadt, Pafford will arrive on the scene of a priority 1 emergency call in an average of 14 minutes or less, 90% of the time. Madison County understands that Glukstadt may, in the future, become an incorporated city within the County, and that once Glukstadt becomes a city, Pafford will respond to calls within the city in an average of 14 minutes, or less, 90% of the time.

For calls originating in the remainder of Madison County, Pafford will arrive on scene of a priority 1 emergency call in an average of 20 minutes or less 90% of the time.

7. Response Time Exceptions:

Response time exceptions shall be reviewed and approved by the County EMS Coordinator upon each monthly response review process, and shall consist of the following exceptions:

- (i.) Adverse and/or extreme weather conditions
- (ii.) Excessive traffic events due to in and outbound accidents that impede transport
- (iii.) Thoroughfare crossings blocked by trains
- (iv.) Excessive response loads due to mass casualty incidents
- (v.) Excessive ER wait times

2. **CERTIFICATIONS AND STANDARDS:**

1. Pafford shall be responsible for securing on-line and off-line medical control as defined in the Rules and Regulations of the Mississippi State Department of Health, Division of Emergency Medical Services. On-line Medical Control will be with a physician and/or physician group and hospital meeting requirements set forth by the State and located in the Central Mississippi metroplex. On-line Medical Control will be to one of the hospitals we transport to on a routine basis. Off and on-line Medical Control will be available to all Madison County Fire Departments and response entities.
2. Pafford shall afford equal employment opportunities and will not discriminate based on race, color, religion, gender, age, physical disability, or natural origin, or any other basis prohibited by applicable law, with respect to hiring, compensation, promotion, training, or any other conditions of employment.
3. The conduct and appearance of Pafford's personnel must be professional and courteous at all times. Pafford shall provide its current employee Policies and Procedures to the County.
4. Pafford must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely timely and reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This process requires the highest levels of performance and reliability,

and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. Pafford shall provide quarterly internal evaluations and shall, as requested by the County, provide such documentation as may be required for the County to perform evaluation of Pafford's performance.

5. Pafford shall provide the highest quality clinical care, provide a reliable EMS service at a reasonable cost to consumers, and provide the community with an operationally and financially stable system. Pafford shall be the sole provider of emergency and non-emergency ambulance services in the County.
8. Patient treatment and transport shall be performed in accordance with all applicable laws and regulations which may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physicians at a designated base hospital to obtain direction in management of the patient.
9. Pafford shall coordinate with the County EMS Coordinator or designee to logistically locate emergency ambulance transporting units to provide the maximum required response times listed within this Agreement.
10. The minimum ambulance crew staffing for a required ALS ambulance unit will consist of one (1) Nationally Registered EMT - Paramedic or Nationally Registered EMT – Advance and one (1) Nationally Registered EMT - Basic per ambulance unit.
11. Pafford shall provide the highest levels of performance and reliability. The demonstration of effort, even diligent and well-intended effort, will not replace demonstrated performance results. Pafford shall be notified of any issues and afforded a reasonable opportunity to correct. Notwithstanding any other provision of this Agreement, if Pafford breaches its obligation to timely respond to calls for service in accordance with the schedule provided in this Agreement, Pafford shall pay the County \$250 per each delay (during any ninety day period) outside the allowed average as liquidated damages for delay. The parties agree that quantifying losses arising from Pafford's delay is inherently difficult insofar as delay may impact the County's reputation or otherwise potentially subject the County to investigatory and administrative expense in responding to citizen inquiries or claims, and further stipulate that the agreed upon sum set forth below is not a penalty, but rather a reasonable measure of delay damages, based upon the parties' experience in the industry and given the nature of the losses that may result from the delay.
12. The essential areas where performance by Pafford must be achieved include but are not limited to:
 - a. Ambulance response times
 - b. Ambulance equipment and supply requirements

- c. Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure
 - d. Clinical performance consistent with state-approved medical standards and protocols
 - e. Comprehensive quality improvement and compliance activities and results
 - f. Accurate and timely reporting
 - g. Customer and community satisfaction with the services provided
 - h. Compatibility with County and its emergency service departments
 - i. Restocking first responders supplies and equipment
 - j. Providing first responders with needed continuing education
13. Pafford shall provide to the County proof of all required permitting and licensing as required by the State of Mississippi and all agencies, departments and body politics thereof and the same must be maintained and in effect at all times.
14. Pafford shall comply with all applicable Medical Protocols and other requirements set forth as required by the State of Mississippi and the agencies and departments thereof and/or any political body having jurisdiction thereof.
15. Pafford's personnel shall have the right and responsibility to interact directly with the medical personnel on all issues related to patient care.
16. Pafford shall develop and implement a comprehensive continuous quality improvement (CQI) process which will be integrated with the County's EMS system.
17. Pafford shall be required to transport patients from all areas of the County, in accordance with all applicable Medical Control Destination Protocols.
18. Pafford personnel shall be prohibited from attempting to influence a patient's destination selection other than as compelled by applicable regulation pertaining to the same and/or as outlined herein.
19. Pafford will open applicable training classes to all County fire, police and emergency response personnel for continuing education purposes.
20. Pafford shall develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable diseases exposure. Pafford is to provide for the collection, cleaning, and/or disposal of all contaminated items.
21. All ambulances shall meet the standards of licensure and certification as set forth by the Mississippi State Board of Health.
22. Pafford shall maintain its vehicles in a good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where

appropriate. Repairs shall be accomplished, and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

23. Ambulance replacement shall occur on a regular schedule and Pafford shall identify its policy for the maximum number of years and mileage that an ambulance will be retained. Ambulances exceeding the perimeters herein shall not be deployed within the EMS District.
24. Pafford shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment utilized by the provider will meet or exceed the minimum requirements set forth by the State of Mississippi.
25. The County may, but shall not be required to, inspect Pafford's ambulances and equipment at any time without prior notice. If any ambulance fails to meet the minimum in-service requirements the same will immediately be removed from service until the deficiency is corrected. The County EMS Coordinator shall submit to Pafford a list of minimum in-service requirements and shall designate those items, which are deemed critical. Within fifteen (15) days of Pafford's receipt of such list, it shall provide written response to the list. If no response is received, then the list shall control as to minimum in-service requirements.
26. Notwithstanding any other provision of this Agreement, if Pafford breaches its obligation supply ambulances which meet the minimum critical in-service requirements in accordance with the schedule provided for in this Agreement, Pafford shall pay the County \$500.00 per month for each ambulance which fails to meet the minimum critical in-service requirements. The parties agree that quantifying losses arising from Pafford's failure to provide ambulances which meet the requirements is inherently difficult insofar as such failure may impact the County's reputation or otherwise potentially subject the County to investigatory and administrative expense in responding to citizen inquiries or claims, and further stipulate that the agreed upon sum set forth below is not a penalty, but rather a reasonable measure of delay damages, based upon the parties' experience in the industry and given the nature of the losses that may result from such failure.
27. Pafford shall be responsible for all maintenance of ambulances, support vehicles and on-board equipment used in the performance of its work. The County expects that all ambulances and equipment used in the performance of this Agreement will be maintained in optimal condition. Any ambulance, support vehicle and/or piece of equipment with a deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service and replaced with a functional equivalent.

28. The appearance of ambulances and equipment impact citizen's perceptions of the services provided. Therefore, the County requires any ambulances and equipment that have defects, including visible but only cosmetic damage, be removed from service for repair without undue delay.
 29. Pafford is required to insure that its maintenance program is designed and conducted to achieve the highest standard of reliability appropriate to a modern paramedic-level ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, by developing and implementing standardized maintenance practices, and by incorporating an automated or manual maintenance program system.
 30. All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor subcontracted services and costs of extended warranties, shall be at Pafford's expense.
3. REPORTS, COMPLIANCE, INDEMNIFICATION: Pafford shall complete, maintain and provide to the County as requested, adequate records and documentation demonstrating its compliance with any portion of this agreement. Official response time records will be determined by Pafford's Computer Aided Dispatch (CAD) system.
1. Pafford shall provide, within ten (10) days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and response time performance stipulated herein. At the same time, Pafford shall document and report to the County EMS Coordinator response time compliance and any citizen complaints.
 2. Reports shall include, at a minimum:
 - a. Clinical
 1. Continuing education compliance reports
 2. Summary of clinical/service inquiries and resolutions
 3. Summary of calls interrupted due to vehicle/equipment failures
 4. Changes in protocol
 5. Training provided to first responders
 6. A list of trauma transports, by hospital, including all times necessary to calculate each and every response time, on-scene time, and transport to hospital time
 - b. Operational
 1. Calls and transports identified by nature (EMD code)
 2. A list by ER of each call where an ALS ambulance was dispatched and when an ALS ambulance should have responded according to County dispatch standards
 3. A list of each and every call where there was a failure to properly record all times necessary to determine the response time; and, for patients meeting trauma criteria, on-scene time and/or transport to hospital time
 - c. Response Time Compliance

A list of each and every emergency call dispatched for which the provider did not meet the response time standard categorized by type of emergency:

1. Response area
2. Canceled transports
3. Exception reports and resolution

d. Response Time Statistical Data

Within 10 working days following the last day of each month, Pafford shall provide ambulance response time records to the County in a computer readable format approved by the EMS Coordinator and suitable for statistical analysis for all ambulance responses originating from requests to the County's dispatch center. Such records shall include the following data elements.

1. Unit identifier
2. Location of call- street address
3. Nature of call (EMD Code)
4. Code to scene
5. Time call received by Pafford
6. Time call dispatched by Pafford
7. Time unit en-route
8. Time unit on-scene
9. Time unit en-route to hospital
10. Time unit at hospital
11. Time unit clear and available for next call
12. Outcome (dry run, transport)
13. Receiving hospital
14. Code to hospital
15. Major trauma (MVC, non-MVC)
16. Number of patients transported
17. EMS incident number

4. Pafford shall be responsible for immediate recall of personnel during multi-casualty or widespread disaster and shall develop a plan for such. This plan shall include the capability of Pafford to alert off-duty personnel.
5. The County expects Pafford's personnel to participate in EMS sanctioned exercises and disaster drills and other interagency training in preparation for multi-casualty or widespread disaster response events.
6. Pafford shall provide, at no charge to County, stand-by services at the scene of an emergency incident within the County, when directed by the County's dispatch center. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Pafford shall notify the County's dispatch center when a stand-by may limit Pafford's ability to meet response time standards for the Service Area.

7. Pafford shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Pafford shall also comply with County EMS policies, procedures and protocols. Pafford is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by Medicaid and other state and federally funded programs. The primary means of Pafford's compensation under this Agreement is through fee-for-service reimbursement of patient charges.
8. Pafford shall indemnify and save harmless the County, its employees, agents, officials, attorneys, insurers, and liability fund ("County Indemnitees"), against any loss, cost, damage or expense whatsoever related to or arising out of any claim, demand, suit or action which may at any time be brought or made against one or more of the County Indemnitees, including but not limited to, related to or arising out of, in any way, any breach of this Contract or the subject matter of this Contract or property damage or personal injury or death resulting, in whole or part, from the acts or omissions of Pafford, its agents, employees or contractors. The foregoing indemnity obligation shall include all legal fees and all other costs and expenses incurred by the County and other indemnitees from the first notice of any claim or demand. This indemnity shall extend to all claims, demands, suits or actions whether meritorious or not. The Indemnitees must cooperate fully in defense of any claim. The Indemnitees have sole discretion over the selection of defense counsel, the defense and settlement, if any of said claims. The obligation to provide indemnity shall survive the expiration or termination of the Agreement.
9. Pafford expressly warrants that, in the event of a default under the terms of this Agreement, it will work with the County to ensure that continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Pafford acknowledges that there is a public health and safety obligation to assist the County in every effort to ensure uninterrupted and continuous service delivery in the event of a default, even if Pafford disagrees with the determination of default.
10. Conditions and circumstances that shall constitute a material breach by Pafford, for purposes of termination, shall include but not be limited to the following:
 - (a.) Willful failure to operate the ambulance service system in a manner which enables County or the provider to remain in substantial compliance with the requirements of the applicable Federal and State laws, rules, and regulations
 - (b.) Willful falsification of data supplied to County by Pafford during the course of operations, including by way of example but not by way of exclusion, patient report data, response time data, financial data, or falsification of any other data required or the repeated supplying of inaccurate data without regard to intent.
 - (c.) Willful failure by Pafford to supply and maintain equipment in accordance with good maintenance practices as required by this Agreement.

(d.) Repeated failure of Pafford to provide sufficient personnel and equipment as required by this Agreement.

(e.) Failure of Pafford's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.

(f.) Repeated failure of Pafford to meet response time requirements after receiving notice of non-compliance from EMS Coordinator.

(g.) Repeated failure of Pafford to respond to emergency medical requests with a paramedic unit when ALS level of response is indicated by County dispatch protocol.

(h.) Failure of Pafford to provide and maintain the required insurance.

11. The County, upon written notice to Pafford, may immediately terminate this Agreement should provider fail to perform properly any of the obligations, conditions and circumstances as provided in the immediately preceding paragraph.
12. Pafford shall be responsible for and shall hold any and all required federal, state or local permits or licenses required to perform its obligations under any agreement with the County. It shall be entirely the responsibility of Pafford to schedule and coordinate all such applications and application renewals as necessary to ensure that Pafford is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services. Pafford shall be responsible for insuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times and that all its employees are lawfully employed.
13. Pafford shall provide all necessary insurance and compliance documentation required to function in the State of Mississippi as a contracted ALS emergency ambulance service provider at no cost to the County. Such insurance shall include the County Indemniteses as an additional insureds thereon and a waiver of subrogation in favor of the County Indemniteses.

Pafford shall maintain adequate liability and errors and omissions insurance, insuring against its actions with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and such other insurance such as Workers' Compensation insurance as required by law and shall provide proof of such at the time this Agreement is executed. The County Indemniteses shall be included as an additional insured thereon and subrogation against the County shall be waived by the Insurer(s). Pafford shall provide proof of coverage satisfactory to the County Attorney and shall provide a written outline of all proposed insurance, the name of the insurance carrier and agent, and the proposed limits to be maintained during the pendency of this Agreement.

14. All services furnished by Pafford under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules, and regulations. It shall be Pafford's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.
15. Pafford shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement with the County.
16. Pafford shall retain all documents pertaining to this Agreement with the County for five (5) years from the end of the fiscal year following the date of service; for any further period that may be required by law; and until all Federal/State audits are complete and exceptions resolved for the Agreement period. Upon request, and except as otherwise restricted by law, Pafford shall make these records available to authorized representatives of the County, the State of Mississippi, and the United States Government.
17. Pafford consents to the exclusive jurisdiction of the state courts of Madison County, Mississippi in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement.
18. Pafford will have ninety (90) days after the termination of this Agreement in which to supply the required documentation, if any, necessary to facilitate the close out of this Agreement.
19. Pafford shall notify County within five (5) days of any litigation or significant potential for litigation involving Pafford.
20. If the parties hereto institute litigation against the other party to enforce its rights pursuant to performing the work contemplated in this Agreement, the actual and reasonable attorney's fees and court costs as determined by a court of competent jurisdiction, shall be awarded to the prevailing party.
21. The parties hereto do not intend, and do not hereby create or recognize any rights which are claimed, held or to be held by any third party and no one is a third party beneficiary of this agreement. By entering into the agreement, Madison County does not waive its rights and immunities as a sovereign body politic and instrumentality of the State of Mississippi. By entering into the Agreement, Madison County, Mississippi, does not recognize or enter into any joint venture or agency relationship with any party, including but not limited to Pafford
22. Pafford will make available the raw, unaudited, and exception free run report data at approximately 0200 hours from our MedComm analytics from the previous 24 hour day, and cumulative monthly averages. This will be available to the County EMS Coordinator and any response agency, city official, emergency management personnel, deemed necessary.

