

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 12, 2021 Consent Regular
 Ordinance Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the issuance of a Special Secondary Service Certificate of Public Convenience and Necessity (COPCN) to Universal Protection Service, LLC (Universal) for the gated community of Wycliffe Golf and Country Club Homeowners Association, Inc.

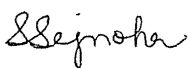

Summary: Universal has applied to provide Advanced Life Support (ALS) first response, non-transport services for Wycliffe Golf and Country Club Homeowners Association, Inc. The Department of Public Safety, Division of Emergency Management (DEM) has reviewed the application and recommends approval of a Special Secondary Service ALS Provider - Non-Transport COPCN to be issued to Universal. The application was found to be in compliance and met the requirements based on the PBC Code of Ordinances, Chapter 13, Section 13-22. The COPCN will be issued for operations restricted to the confines of Wycliffe Golf & Country Club for the period of January 12, 2021, until Universal's contractual agreement with Wycliffe Golf and Country Club Homeowners Association, Inc. is terminated. Palm Beach County Fire Rescue is the Primary COPCN holder and has signed a Memorandum of Understanding with Universal to provide such services in their respective zone. The Emergency Medical Services (EMS) Advisory Council has also approved the recommendation to grant Universal a Special Secondary Service ALS Provider - Non-Transport COPCN. **District 6** (LDC)

Background and Policy Issue: Security agencies for private communities provide rapid response to medical emergencies and have the capability to provide advanced life support services until the primary ALS agency arrives. The PBC Code of Ordinances, Chapter 13, Sections 13-20, requires each private security agency providing ALS service to obtain a County "Special Secondary Service ALS Provider - Non-Transport" COPCN. Universal currently provides security and ALS first response, non-transport services to other gated communities in Palm Beach County.

Attachments:

1. Summary Report of COPCN application
2. COPCN Application
3. COPCN (2 originals)
4. Proof of Publication

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Recommended By:	 <small>Digitally signed by Stephanie Sejnoha Date: 2020.12.16 09:45:42 -05'00'</small>	
	Department Director	Date
Approved By:		1/4/21 Date
	Deputy County Administrator	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(650)	(150)	(150)	(150)	(150)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>(650)</u>	<u>(150)</u>	<u>(150)</u>	<u>(150)</u>	<u>(150)</u>

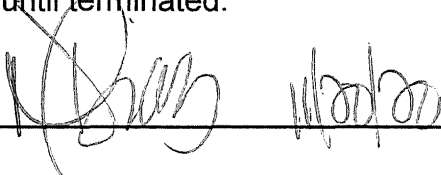
ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included In Current Budget? Yes _____ No X

Budget Account Exp No: Fund 0001 Dept 660 Unit 7110 Object 2900
 Rev No: Fund 0001 Dept 660 Unit 7110 RevSc 4295

B. Recommended Sources of Funds/Summary of Fiscal Impact:

A onetime application fee of \$500 was collected. Inspection fees of \$150 will be charged annually. Contractual agreement active until terminated.

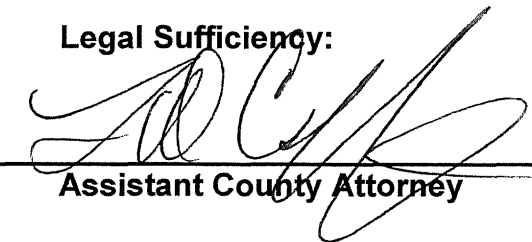
Departmental Fiscal Review: FF 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 LM 12/18 OFMB LM 12/18
 Contract Administration 12-28-2018

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**Division of Emergency Management
Office of Emergency Medical Services
Certificate of Public Convenience and Necessity (COPCN) Summary Report
November 12, 2020**

Corporate Name: Allied Universal Security Services

Name of Agency (DBA): Universal Protection Service, LLC

Mailing address: 1645 Palm Beach Lakes Blvd. Suite 600, West Palm Beach, FL 33401

Base station address: (Applicant must maintain a base of business in Palm Beach County)

1645 Palm Beach Lakes Blvd. Suite 600, West Palm Beach, FL 33401

Phone #: 561-478-9983

Agency is public sector _____ **Private sector** X

Chief's / Manager's / Owner's name: Ray Pradines, EMS Chief

Medical Director's name: Dr. John Irving Halpern, D.O.

Medical Director's business address: 1645 Palm Beach Lakes Blvd. #600, West Palm Beach, FL 33401

Medical Director's medical license number: OS 6052

Type of COPCN applying for: Special Secondary Service Provider – ALS Non – Transport

- Attachment #1** - Describe the need and area(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.

Comment: Universal Protection Service, LLC provided their security contract with Wycliffe Golf and Country Club Homeowners Association, Inc. and a security service agreement addendum to amend the existing Security Professional Service Agreement to reflect updated billing rates and coverage for Advanced Life Support medical coverage.

- Attachment #2** - The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the administrator. The Community Association shall notify the administrator of early termination or an extension of the contract.

Comment: Universal Protection Service, LLC provided a letter from Alexander Jewell, Chief Financial Officer of Wycliffe Golf and Country Club Homeowners Association stating they have entered into an agreement with Universal Protection Service to provide security and ALS non-transport special secondary medical services to that community with a start date of January 1, 2021.

- Attachment #3** – A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.
Comment: Universal Protection Service, LLC, provided a memorandum of understanding (MOU) between Universal Protection Service, LLC and the Primary Certificate of Public Convenience and Necessity (COPCN) holder – Palm Beach County Fire Rescue (PBCFR), it was approved and signed on October 26, 2020.
- Attachment #4** - Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.
Comment: Medical Protocols have been approved by the applicant's Medical Director, Dr. John Halpern and the Primary COPCN holder's Medical Director Dr. Ken Scheppke has signed his approval. They have agreed to use PBCFR's protocols.
- Attachment #5** – Copy of current State Emergency Medical Services (EMS) license(s) and/or current COPCN, if any.
Comment: Universal Protection Service, LLC provided their current State of Florida ALS service license which has an expiration date of May 15, 2022.
- Attachment #6** – **Copy of profile sheet(s) relating to current Florida State license(s), if any,** or the equivalent information sheet listing all of the agency's vehicles, if any. In order to maintain an acceptable level of service response time, all applicants must have a sufficient number of ALS vehicles available for response which number will vary based on the area of assignment. In no event shall any COPCN holder have less than one ALS unit and one ALS vehicle fully staffed, operationally available, and in series at all times ready for simultaneous response to calls. The COPCN holder must also have one ALS spare unit fully equipped in the event that their primary ALS unit is not in service. It is the intent of this provision that each COPCN holder is responsible to have sufficient ALS units on hand as necessary to demonstrate the ability to ensure continuity of operations.
Comment: Universal Protection Service, LLC has provided a list of their ALS vehicles along with a spare vehicle. They are in the process of purchasing a vehicle specific to Wycliffe. They will use the spare if needed till the purchase of the new vehicle is complete.
- Attachment #7** – Personnel roster. Personnel must meet all requirements of certification and training referred to in 64J-1.020, Florida Administrative Code ("F.A.C."). The applicant must have at least one (1) supervisory or higher level employee who possesses a minimum of three (3) years of experience in pre-hospital ALS Services.
Comment: Universal Protection Service, LLC provided their roster which includes 40 paramedics. All paramedics meet the requirements of certification and training referenced in 64J-1.020 F.A.C. and have at least one (1) supervisory or higher level employee who possesses a minimum of three (3) years of experience in pre-hospital ALS Services.
- Attachment #8** – Insurance verification. A copy of an insurance policy, a self-insurance policy, or a Certificate of Insurance is acceptable, so long as the agency meets the minimum insurance limits as required by Section 64J-1.014(a), F.A.C. There must be a 30-day cancellation notice and **Palm Beach County shall be shown as the certificate holder with a mailing address of 301 N. Olive Ave, West Palm Beach, FL 33401.**
Comment: Universal Protection Service, LLC's Certificate of Liability Insurance meets the minimum requirements set forth by Section 64J-1.002 F.A.C. and Palm Beach County (PBC) is shown as the certificate holder. The expiration date of the certificate of insurance is January 1, 2021.

- Attachment #9** – The Medical Director must be a Florida licensed physician. Provide a copy of a fully executed contract or agreement. Include copies of current DEA and Florida Physician’s License. Must meet requirements of 64J-1.004, F.A.C.

Comment: Universal Protection Service, LLC has provided a current contract with their Medical Director, Dr. John Halpern. The contract commences on January 1, 2020, through December 31, 2020. Dr. John Halpern’s Medical Director License is current until March 31, 2022, and his Drug Enforcement Administration (DEA) certificate is valid until October 31, 2021. A letter was provided stating Dr. Halpern’s intent to renew his contract with Universal Protection Service, LLC for the year starting January 21, 2021, to December 31, 2021.
- Attachment #10** - A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols.

Comment: Universal Protection Service, LLC’s Medical Director Dr. John Halpern has provided a signed letter that states as the Medical Director, all pre-hospital evaluation and treatment protocols will be subject to the local EMS Standards currently in place.
- Attachment #11** – A letter from your Medical Director stating your agency has adopted the countywide approved Trauma Transport Protocols, as approved by the Palm Beach County EMS Council. Universal Protection Service, LLC’s Medical Director Dr. John Halpern has provided a signed letter that he has adopted the minimum standard pre-hospital treatment/transport protocols as approved by the PBC Emergency Medical Services (EMS) Council.
- Attachment #12** - The financial information of the applicant to ensure the financial ability to provide and continue to provide service to the area. Such financial information shall include copies of the applicant’s past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company if any. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically. For purposes of this application, a parent company or holding company shall mean any person, corporation, or company holding, owning, or in control of more than ten (10) percent stock or financial interest of another person, corporation, or company.

Comment: Universal Protection Service, LLC provided three (3) years of consolidated financial statements for years 2017, 2018, 2019, and a budget income statement from January 1, 2020, to September 30, 2020. No Medicare audits to report.
- Attachment #13** - Copy of proposed rate structure, if any.

Comment: No fees will be assessed to any patients of Wycliffe Golf & Country Club.
- Attachment #14** - Except for current COPCN holders, a summary history of applicant’s emergency services performance record, which provides proof that at the time of application, the applicant has demonstrated experience providing ALS or BLS services. Experience providing ALS or BLS services must include experience providing the full continuum of patient care from call initiation, during patient transport, and through to final patient transfer to hospital or other final destination. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past.

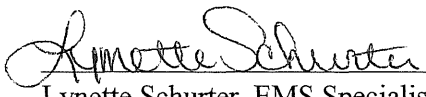
Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement set forth herein, but that do not have a summary history of performance providing ALS Services, are eligible for a conditional COPCN.

Comment: Universal Protection Service, LLC currently has Special Secondary Service Provider COPCNs in PBC with The Polo Club of Boca Raton, Delaire Country Club, Frenchman’s Creek, Mirasol Country Club, and BallenIsles.

- Attachment #15** – Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN holders need not provide vehicle and staff inspections performed by the Palm Beach County Office of EMS (except deficiencies reports).
Comment: Universal Protection Service, LLC has passed all County inspections and was last inspected by the State inspector on May 24, 2017, and received a letter of compliance. The new ALS vehicle which will be used for the Wycliffe Golf & Country Club community will be inspected once the COPCN is issued.
- Attachment #16** – Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1.004(3b), Florida Administrative Code, as may be amended.
Comment: Universal Protection Service, LLC has provided documentation stating they have a formal quality assurance system in place.
- Attachment #17** - A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)
Comment: Universal Protection Service, LLC is a current PBC COPCN holder with a current PBC Radio Communications MOU for five (5) other communities. A second radio agreement does not need to be obtained for another community.
- Attachment #18** – The applicant must provide a certified letter from the COPCN Holder’s Chief Executive Operating Officer or Fire Chief that the applicant has met all applicable federal, state, and local requirements pertaining to the delivery of EMS.
Comment: Robert Chambers, Vice President for Universal Protection Service, LLC provided a letter stating that Universal Protection Service, LLC has met all the requirements of the PBC EMS Ordinance as codified in the PBC Code of Laws and Ordinances as well as the requirements of the operation of emergency service as provided for in F.S., Chapter 401, Part III, and Chapter 64J, Florida Administrative Code.
- Attachment #19** - A non-refundable application fee in the amount of five hundred dollars (\$500.00) made payable to: “Palm Beach County Board of County Commissioners.
Comment: Universal Protection Service, LLC provided check# 1165925553 for \$500.00 as payment for their COPCN for Wycliffe Golf and Country Club Homeowners Association, Inc.

Staff Recommendation

The Department of Public Safety, Division of Emergency Management (DEM) has reviewed Universal Protection Service, LLC’s application and recommends approval of a Special Secondary Service ALS Provider - Non-Transport COPCN for Wycliffe Golf and Country Club Homeowners Association, Inc.



Lynette Schurter, EMS Specialist
PBC Division of Emergency Management



**PALM BEACH COUNTY
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MEDICAL SERVICES**



**APPLICATION FOR SPECIAL SECONDARY SERVICE PROVIDER
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
(COPCN)**

Section 1: (Check one)

Applying for new Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN)

Applying for renewal Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN)

Special Secondary Service Provider COPCN term from _____ to _____

SPECIAL SECONDARY SERVICE PROVIDER Provides non-transport initial ALS services pursuant to a contract with a community/business association as indicated on the COPCN until the Primary COPCN Provider arrives. A Special Secondary Service Provider must obtain a COPCN for each such community/business and are issued for a term that terminates automatically upon the termination or expiration of the COPCN holder's contract for service with the community/business association, or upon notice from the community/business association.

Special Secondary Service Provider COPCN experience does not meet the criteria to establish the necessary ALS or BLS experience since patient care is transferred to the Primary Provider, no transportation is provided, and Special Secondary Service Provider's do not provide patient care during transport.

Section 2: AGENCY INFORMATION

Name of agency Universal Protection Service, LLC.

Mailing address 1645 Palm Beach Lakes Blvd. Suite 600

W.P.B. Florida 33401

Base station address 1645 Palm Beach Lakes Blvd. Suite 600 WPB, FL. 33401

Phone # 561 5178 9983

Agency is public sector _____ private sector

Note: The name of the service that is placed on the "Name of agency" line must be identical to the name listed on your COPCN

Chief's / Manager's / Owner's name Ray Pradines EMS Chief

Medical Director's name John I. Halpern

Medical Director's business address 1645 Palm Beach Lakes Blvd Suite 600 WPB, FL 33410

Medical Director's Medical License# OS 6052 Exp. Date March 31, 2022

If applicant is a private sector agency, provide a list of all owner(s), officers, directors, primary shareholders. Include each person's position/interest, and business address. (Please attach separate list referencing question #7.)

Section 3: ATTACHMENTS REQUIRED

Applicants shall submit the application for COPCN as set forth in the Palm Beach County Code of Laws and Ordinances and satisfy all requirements therein, and in addition, applicants shall also provide satisfactory completion of the following requirements. Please be sure to include with the Application, as separately numbered Attachments in a three (3) ring binder, the following:

1. Describe the need and area(s) or zone(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.
2. The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the administrator. The Community Association shall notify the administrator of an early termination, or of an extension of the contract.
3. A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.
4. Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.
5. Copy of current State Emergency Medical Services (EMS) license(s) and/or current COPCN, if any.
6. Copy of profile sheet(s) relating to current Florida State license(s), if any, or the equivalent information sheet listing all of the agency's vehicles, if any. In order to maintain an acceptable level of service response time, all applicants must have a sufficient number of ALS vehicles available for response which number will vary based on the area of assignment. In no event shall any COPCN holder have less than one ALS unit and one ALS vehicle fully staffed, operationally available, and in series at all times ready for simultaneous response to calls. The COPCN holder must also have one ALS spare unit fully equipped in the event that their primary ALS unit is not in service. It is the intent of this provision that each COPCN holder is responsible to have sufficient ALS units on hand as necessary to demonstrate ability to ensure continuity of operations.

7. Personnel roster. Personnel must meet all requirements of certification and training referred to in 64J-1.020, Florida Administrative Code ("F.A.C."). The applicant must have at least one (1) supervisory or higher level employee who possesses a minimum of three (3) years of experience in pre-hospital ALS Services
8. Insurance verification. A copy of an insurance policy, a self insurance policy, or a Certificate of Insurance is acceptable, so long as the agency meets the minimum insurance limits as required by Section 64J-1.014(a), F.A.C. There must be a 30-day cancellation notice and Palm Beach County shall be shown as the certificate holder with a mailing address of 301 N. Olive Ave, West Palm Beach, FL 33401.
9. The Medical Director must be a Florida licensed physician. Provide a copy of a fully executed contract or agreement. Include copies of current DEA and Florida Physician's License. Must meet requirements of 64J-1.004, F.A.C.
10. A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols.
11. A letter from your Medical Director stating your agency has adopted the countywide approved Trauma Transport Protocols, as approved by the Palm Beach County EMS Council.
12. The financial information of the applicant to ensure financial ability to provide and continue to provide service to the area. Such financial information shall include copies of the applicant's past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company, if any. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically. For purposes of this application, a parent company or holding company shall mean any person, corporation or company holding, owning or in control of more than ten (10) percent stock or financial interest of another person, corporation or company.
13. Copy of proposed rate structure, if any.
14. Except for current COPCN holders, a summary history of applicant's emergency services performance record, which provides proof that at the time of application, the applicant has demonstrated experience providing ALS or BLS services. Experience providing ALS or BLS services must include experience providing the full continuum of patient care from call initiation, during patient transport and through to final patient transfer to hospital or other final destination. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past.

Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement set forth herein, but that do not have a summary history of performance providing ALS Services, are eligible for a conditional COPCN.

The COPCN shall be issued and after six months, the COPCN holder shall deliver a report to the Department with a summary history of the COPCN holder's performance record demonstrating that Applicant successfully provided ALS services during the initial six (6) months of operation and accompanied by a letter from the Primary Provider attesting that the COPCN holder has performed satisfactorily to the knowledge of the Primary Provider. Additionally, the COPCN holder shall provide

records substantiating the implementation of a formal quality assurance system and that at least three (3) formal, quality assurance meetings having taken place during the initial six (6) months of operation. The Primary Provider is required to be invited to participate in the quality assurance meetings.

Upon review of the required documentation, the administrator will determine if the conditions have been satisfied. Special Secondary Service Providers who satisfy the conditions shall be issued a letter acknowledging satisfaction and removal of the conditions of the COPCN. In that event the COPCN shall remain in effect until the contract with the Community Association expires or terminates.

If the administrator determines the conditions have not been satisfied, then the COPCN holder shall be in violation of the EMS Ordinance and the COPCN shall be subject to immediate suspension by the administrator and revocation by the Board of County Commissioners (BCC). The administrator may permit an additional thirty (30) days to satisfy conditions if the Applicant has demonstrated good faith efforts towards satisfaction of the conditions.

Except as expressly modified herein, COPCN holders with conditions are subject to the requirements of the EMS Ordinance and all Rules and Regulations of the BCC and nothing herein shall be construed as a limitation, waiver or relinquishment of any right, remedy, or enforcement power authorized by law, or the EMS Ordinance, or the Rules and Regulations.

15. Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN holders need not provide vehicle and staff inspections performed by the Palm Beach County Office of EMS (except deficiencies reports).
16. Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1.004(3b), Florida Administrative Code, as may be amended.
17. A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)
18. The applicant must provide a certified letter from the COPCN Holder's Chief Executive Operating Office or Fire Chief that the applicant has met all applicable federal, state and local requirements pertaining to the delivery of EMS.
19. A non-refundable application fee in the amount of five-hundred dollars (\$500.00) made payable to: "Palm Beach County Board of County Commissioners."

SECTION 4: AUTHORIZED SIGNATURE

I, the undersigned representative of the applicant Agency, do hereby attest that said Agency meets all the requirements of Palm Beach County Emergency Medical Services (EMS) Ordinance, as codified in the Palm Beach County Code of Laws and Ordinances, and any accompanying Rules and Regulations of the Department of Public Safety Emergency Medical Services Section, as well as all the requirements for the operation of an emergency service as provided for in F.S., Chapter 401, Part III, and Chapter 64J, Florida Administrative Code.

I, the undersigned representative of the above applicant Agency, further attest that this Agency is in compliance with the State of Florida EMS Communications Plan.

I, the undersigned representative of the applicant Agency, acknowledge that any discrepancies discovered by the PBC EMS staff during the annual mandatory inspections may subject my Agency and its representatives to corrective action and possible penalty as provided for by Florida law and applicable Rule. Further, I understand that an annual vehicle inspection permit-fee of one hundred fifty dollars (\$150.00) per-vehicle shall be paid for any EMS vehicle or ambulance utilized in Palm Beach County.

I, the undersigned authorized representative of the above applicant Agency further acknowledge that, to the best of my knowledge, all statements on this application and the included attachments in support of the application are true and correct.

Roy Pradines

Printed/Typed Name of Agency Representative

Roy Pradines

Signature

10-23-2020

Date

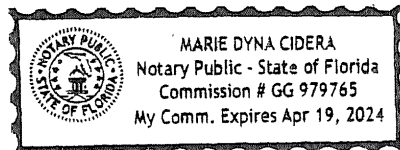
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Application was acknowledged before me this 23rd day of October, 2020 by Raimond Paul Pradines, who is personally known to me or who has produced Florida driver license, as identification and who did take an oath.

Marie Dyna Cidera

Signature

Notary Seal:





SECURITY SERVICE AGREEMENT ADDENDUM

This will serve as an addendum to the current security professional service agreement made between WYCLIFFE COMMUNITY ASSOCIATION, INC. and UNIVERSAL PROTECTION SERVICE, LP d/b/a Allied Universal Security Services effective January 01, 2019.

Wycliffe Community Association, Inc. and Wycliffe Golf and Country Club, Inc merged to form a surviving Corporation renamed Wycliffe Golf and Country Club Homeowners Association, Inc Effective December 31, 2018. Wycliffe Community Association, Inc. as referred to in the original agreement will be henceforth referred to by the surviving title of Wycliffe Golf and Country Club Homeowners Association, Inc.

The purpose of this addendum is to amend the existing Security Professional Service Agreement, to reflect updated billing rates and coverage for Security Service as outlined on Exhibit "B" of this addendum, as well as transition Advanced Life Support (ALS) service from a subcontracted entity to an Allied Universal Security Services provided entity with coverage and supporting updated billing rates as outlined on Exhibit "C".

This addendum alters no other portions of the current security professional service agreement.

Wycliffe Golf and Country Club Homeowners Association, Inc. will continue to be invoiced for services provided by Allied Universal Security Services on a calendar monthly basis with payment terms of NET30 and effective discounts as outlined for payment within terms. ALS and Security Services will be invoiced separately.

Allied Universal Representative

Signature: [Handwritten Signature]
Title: Records Manager
Date: 11/9/20

Wycliffe Golf and Country Club Homeowners Association, Inc Representative

Signature: [Handwritten Signature]
Title: [Handwritten Title]
Date: 11/9/2020

ALLIED UNIVERSAL SECURITY SERVICE
WEST PALM BEACH BRANCH OFFICE
1645 PALM BEACH LAKES BLVD, STE 600
WEST PALM BEACH, FL 33401

WYCLIFFE PRICING SHEET (EXHIBIT "B")

JAN 01, 2021 to DEC 31, 2021

Position	Hours Per Week	Client Bill Rate	Employee Rates	Client Weekly Cost	Client Yearly Cost
SECURITY SERVICE					
Director (Armed)	40		\$30.00	\$1,722.00	\$89,790.00
Armed Patrol Supervisor (MAJ)	40		\$17.50	\$1,004.50	\$52,377.50
Armed Patrol Supervisor (CAPT)	40		\$15.50	\$889.70	\$46,391.50
Armed Patrol Supervisor (LT)	88		\$15.50	\$1,957.34	\$102,061.30
Unarmed Gatehouse Officer (North)	168		\$14.50	\$3,495.66	\$182,273.70
Unarmed Gatehouse Officer (South)	224		\$14.50	\$4,660.88	\$243,031.60
SEASONAL GATE OFFICER (UNARMED)	X	\$20.81	\$14.50	X	X
SECURITY EQUIPMENT					
Security SUV				MONTHLY	YEARLY
Security SUV				\$900.00	\$10,800.00
Security SUV				\$900.00	\$10,800.00
FUEL				DIRECT BILL	DIRECT BILL
FIREARMS & EQUIPMENT	QTY @ \$25 Each	5		\$125.00	\$1,500.00
HELIAUS (2 DEVICES)				\$350.00	\$4,200.00
*** 7 Holiday Days at Double Time				\$13,730.08 ⇒	\$13,730.08
SUBTOTALS:		600		\$16,005.08	\$756,955.68

Yearly Budget	\$785,644.30
Yearly Manhour Subtotal:	\$729,655.68
Yearly Equipment Subtotal:	\$27,300.00
Security Contract Yearly Subtotal:	\$756,955.68
Flat Monthly Amount	\$63,079.64
3% Discount (if paid in NET 30)	(\$1,892.39)
Sales Tax (estimated at 7%)	\$4,283.11
Estimated Monthly Security	\$65,470.36
Estimated Monthly Medical	N/A

Additional Security Coverage will be billed at a rate of \$35.00/HR Overtime Rate and Seasonal Gate officers will be Invoiced Separately and Billed as Incurred.

Fuel for Security Vehicles will be billed back to client as incurred or provided by client.

WYCLIFFE PRICING SHEET (EXHIBIT "C")

JAN 01, 2021 to DEC 31, 2021

Position	Hours Per Week	Client Bill Rate	Employee Rates	Client Weekly Cost	Client Yearly Cost
MEDICAL SERVICE					
Armed Paramedic Supervisor	40		\$22.00	\$1,267.20	\$66,075.43
Armed Paramedic Officer	128		\$20.00	\$3,686.40	\$192,219.43
MEDICAL EQUIPMENT				MONTHLY	YEARLY
ALS Vehicle				\$1,750.00	\$21,000.00
FUEL				DIRECT BILL	DIRECT BILL
ALS Equipment and Supplies				\$3,000.00	\$36,000.00
Medical Director / Medic Supervisor				\$1,000.00	\$12,000.00
Firearms	QTY @ \$25 Each		5	\$125.00	\$1,500.00
*** 7 Holiday Days at Double Time			\$4,953.60	⇒	\$4,953.60
SUBTOTALS:	168			\$10,828.60	\$333,748.46

Medical Service	\$323,736.00
Yearly Manhour Subtotal:	\$263,248.46
Yearly Equipment Subtotal:	\$70,500.00
Medical Contract Yearly Subtotal:	\$333,748.46
Flat Monthly Amount	\$27,812.37
3% Discount (if paid in NET 30)	(\$834.37)
Sales Tax (estimated at 7%)	EXEMPT
Estimated Monthly AUS Medical	\$26,978.00

Additional Paramedic Coverage will be billed at a rate of \$45.00/HR Overtime Rate and will be invoiced Separately.

Fuel for Security Vehicles will be billed back to client as incurred or provided by client.



SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain states

FULL LEGAL NAME OF CLIENT ("Client"): WYCLIFFE COMMUNITY ASSOCIATION, INC.

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, General Terms and Conditions and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: WYCLIFFE COMMUNITY ASSOCIATION, INC.

UNIVERSAL PROTECTION SERVICE, LP d/b/a Allied Universal Security Services

By: [Signature]
Name: Gerald L. Kochan
Title: Pres. WCA
Address for Notices:

By:
Name:
Title:
Address for Notices:
Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19423
Fax:

WCA
4150 Wycliffe Country Club Blvd.
Wellington FL 33449

GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of three (3) years beginning on January 01, 2019 ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on ninety (90) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon ninety (90) days' written notice to the other party.
Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client via Allied Universal's current submission method within thirty (30) days of the invoice date. Invoices for security services paid in full within 30 days will receive a 3% discount to security services. The Billing Rates set forth in Exhibit B are valid for the first thirty-six (36) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to Section C.3. below and (ii) two percent (2%). Allied Universal will invoice Client on an advanced monthly basis for all Services for the next monthly period and any other products and/or services provided by Allied Universal. ALS Services will be billed advanced monthly, and will be subcontracted between Allied Universal and American Medical Response ("AMR"). ALS Service subcontracted through AMR will be billed separately, and not taxed, in accordance with state law.

A. Scope of Services

- 1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not provided any consultation services regarding what may or may not be the proper levels of security staffing, or the methods of security provided.
2. Client may request a change in the Services. Such requested changes will be communicated in writing and will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute non-performance by Allied Universal of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied

Universal's duties at Client's location(s).

- 3. The purpose of any inspection at Client's location(s) by Allied Universal is solely to assist Client with its loss control program. The safe maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.

B. Independent Contractor / Personnel

- 1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, including but not limited to including requiring Allied Universal personnel to use force and/or restraints and/or instructions related to Legally Mandated Break Periods (as defined herein), Client will be responsible for any damages, liabilities, claims or other consequences that may result.

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2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with Client requested additional training at the costs set forth in Exhibit B.

3. Allied Universal shall provide uniforms for all assigned personnel. Allied Universal will maintain these uniforms in good condition at Allied Universal's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by Client will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.

4. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings.

5. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity, civil rights and other employment laws/regulations. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

6. Client acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Client agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location for a period of one hundred and eighty (180) days following the last date of that person's employment with Allied Universal. In the event of a breach of this provision, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees and other costs arising from the breach of this provision.

C. Billing

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.

2. The parties agree any wage rates, annual/monthly/weekly billing estimates, or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates, the amount Client agrees to pay, or on the wages Allied Universal pays its employees.

3. In the event that Allied Universal experiences an increase in its costs resulting from any change, whether or not anticipated, in: (1) Federal, state, provincial, territorial, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state, provincial, territorial, or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates.

4. Notwithstanding anything contained in this Agreement to the contrary,

Allied Universal may pass through the costs set forth in Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.

5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the applicable provincial, federal or local statutes and/or regulations.

6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

D. Physical and Intellectual Property

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and/or utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Client further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client and Client's personnel will have no proprietary interest in the Work Product. Client acknowledges that it will not share such Work Product with any third party and any Work Product in Client's possession shall be returned to Allied Universal upon termination or expiration of this Agreement.

3. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

E. Insurance and Indemnification

1. Allied Universal shall maintain Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of the Services at Client's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00). Such insurance will be primary for any loss or damage occurring to Client vehicles operated by Allied Universal employees in performance of the Services, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client-owned vehicles.

4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property

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resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the grossly negligent failure of Allied Universal to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client; and/or, (3) do not actually or allegedly arise out of a Legally Mandated Coverage Break(s) (as defined herein). Allied Universal's obligations under this paragraph shall not extend to first party losses sustained by Client, or other benefits or insurance provided by client to its employees, including but not limited to medical, disability, and workers compensation benefits

6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal, such amounts to be inclusive of any defense costs.

7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to directions and requests in Section B.1 and Section B.5); b) occur during Legally Mandated Coverage Break(s); and/or, c) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied Universal, or the failure of Allied Universal to perform the Services.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

9. Client shall give written notice to Allied Universal of any of its Losses or potential Losses arising out of the Services within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss shall be instituted or maintained against Allied Universal unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss shall be instituted or maintained against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

F. Compliance with Laws

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY) Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of

whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules, regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

G. Miscellaneous

1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall be governed by the laws of the state or province wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Client's termination of this Agreement.

9. Either party may assign this Agreement to an affiliate meaning an entity

controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action or inaction of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves

to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Client are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party.

14. Client acknowledges and agrees that the continuity of Services is subject to interruption for mandatory, paid rest periods or unpaid meal periods or other breaks as required by applicable law, during which time security professionals must be relieved of all duties, including without limitation to, the requirement to remain "on call" ("Legally Mandated Break Period(s)"). Services at the locations set forth in Exhibit A will be interrupted and such locations will not be secured during such time that security professionals are on Legally Mandated Break Periods and Client has not agreed to pay for sufficient relief coverage ("Legally Mandated Coverage Break(s)").

15. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time unless mutually agreed upon in writing.

16. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C; D; E; F and G.

EXHIBIT "A"

to Agreement Between

Allied Universal
and
WYCLIFFE COMMUNITY ASSOCIATION, INC.

LOCATIONS FOR SECURITY SERVICES PROVIDED BY

Allied Universal
1645 Palm Beach Lakes Blvd.
West Palm Beach, Florida 33401
(561) 478-9983

<u>Location</u>	<u>Specify for each location: Armed Unarmed</u>	<u>Schedule of Coverage</u>	<u>Hours</u>
Wycliffe Community 4150 Wycliffe Country Club Blvd, Lake Worth, FL 33449	Unarmed Security	See "Exhibit B" for schedule of positions.	712 HPW
Wycliffe Community 4150 Wycliffe Country Club Blvd, Lake Worth, FL 33449	Unarmed ALS	Subcontracted to American Medical Response (AMR). 1 Paramedic Patrol with Vehicle and all Necessary Equipment	168 HPW

Description of Services:

The Services Allied Universal will provide Client pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.
- Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The Security professional creating the report will be available to explain the incident report during their shift.
- The Security professional will also report criminal activity and/or visible hazards observed and/or reported while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed in herein.



October 15, 2020

Palm Beach County
Department of Public Safety
Office of Emergency Medical Services
20 South Military Trail
West Palm Beach, FL. 33415

To whom it may concern:

Let it be known that Wycliffe Golf & Country Club Homeowners' Association, Inc. located at 4650 Wycliffe Country Club in Wellington, FL. 33449, Intends to enter into a service agreement with Universal Protection Services LLC to provide security and ALS non-transport special secondary medical services to our community. We request that the start date of services will begin on January 1, 2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Alexander Jewell", written over a faint, larger version of the signature.

Alexander Jewell
Chief Financial Officer

**MEMORANDUM OF UNDERSTANDING
BETWEEN PALM BEACH COUNTY FIRE RESCUE AND
UNIVERSAL PROTECTION SERVICE, LLC**

This Memorandum of Understanding (hereinafter the "MOU") is hereby entered into on October 26, 2020, between Palm Beach County Fire Rescue (hereinafter referred to as "PBCFR"), whose address is 405 Pike Road, West Palm Beach, Florida 33411, and Universal Protection Service, LLC (hereinafter referred to as "Special Secondary Service Provider"), whose address is 1645 Palm Beach Lakes Blvd, Suite 600, West Palm Beach, Florida 33401, in order to establish dispatch protocols and identify roles and responsibilities of Special Secondary Service Provider personnel at an emergency scene, and to set forth the documentation required for patient care rendered pursuant to F.A.C 64J-1, as part of Special Secondary Service Provider's service contract with Wycliffe Golf & Country Club Homeowners Association, Inc., exclusively within the boundaries of the development known as Wycliffe Golf & Country Club (hereinafter referred to as "the Community"), located in Wellington, Florida. This MOU shall also satisfy the requirements of Section 401.435(2), Florida Statutes, and Section 13-22(b) of the Palm Beach County Code.

Dispatch Protocols:

PBCFR and Special Secondary Service Provider are routinely dispatched and respond to EMS emergencies within the Community utilizing the 9-1-1 emergency telephone access system. In the event that the request for emergency assistance is received by Special Secondary Service Provider, they will immediately notify PBCFR via PBCFR's Dispatch Communication Center (hereinafter referred to as "Dispatch"). All requests for emergency medical assistance received through Special Secondary Service Provider's office will provide confirmation of address, telephone number, and nature of the call to Dispatch. The Community shall discourage its residents from notifying Special Secondary Service Provider before using the 9-1-1 system.

All communications between Special Secondary Service Provider and PBCFR will be accomplished via Dispatch. Special Secondary Service Provider shall assure that all its personnel who may receive patient information or other protected health information from PBCFR, including from Dispatch, complete a HIPAA training program provided by, or otherwise approved by, PBCFR.

Special Secondary Service Provider's First Responder Roles and Responsibilities:

If Special Secondary Service Provider personnel are first to arrive at an emergency scene, Special Secondary Service Provider will conduct a scene safety evaluation in order to determine if it is safe to enter. If the scene is deemed unsafe, Special Secondary Service Provider will retreat to a safe location. Special Secondary Service Provider will then request law enforcement and notify all other responding units of the unsafe situation. All units will then stage at a safe location until the scene has been deemed safe to enter by law enforcement.

If the scene is determined to be safe to enter, Special Secondary Service Provider will then begin assessment of the patient. Special Secondary Service Provider will initiate care of any sick or injured persons. All care by the Special Secondary Service Provider will be rendered in accordance with Palm Beach County Fire Rescue Patient Care Protocols. If the patient is unstable or is in critical condition, Special Secondary Service Provider will immediately notify Dispatch to provide a patient status report. Special Secondary Service Provider personnel shall provide a written patient care report to PBCFR upon their arrival, and as otherwise requested.

Special Secondary Service Provider will function as an Advanced Life Support (ALS) Service provider by hiring Florida certified EMTs and paramedics equipped with a full complement of ALS medications and medical equipment in accordance with Chapter 401, *Florida Statutes*, and F.A.C. 64J-1. Special Secondary Service Provider will only function as an ALS Service provider within the Community and will not have patient transport responsibilities. However, Special Secondary Service Provider shall maintain and equip all vehicles utilized to provide ALS Services within the Community as if such vehicles were transport vehicles. Patient transport will be conducted by PBCFR or other authorized transport provider. Special Secondary Service Provider shall comply with all requirements of Chapter 401, *Florida Statutes*, F.A.C. Chapter 64J-1, and Chapter 13, Article II, Division 1 (EMS Ordinance) of the Palm Beach County Code, as applicable to ALS Services by Special Secondary Service Provider.

ALS First Responder Qualifications:

All EMTs and paramedics employed by Special Secondary Service Provider for the services contemplated under this MOU shall be certified by the Florida Department of Health, and must satisfy all the professional qualifications and educational requirements set forth in Chapter 401, *Florida Statutes*, and F.A.C. 64J-1. Special Secondary Service Provider shall ensure common medical direction with PBCFR through the participation of Special Secondary Service Provider's Medical Director in the Palm Beach County Medical Director's Association.

Documentation of Patient Care Rendered by First Responder:

Special Secondary Service Provider shall document all patient contact on a patient care report in order to provide timely and accurate patient care information to responding PBCFR units at the scene. At a minimum, each patient contact shall be documented as per F.A.C. Section 64J-1.014(4) which shall provide information pertinent to the patient's identification, assessment, and care provided. Additionally, the names and identification number of all Special Secondary Service Provider personnel on the scene who provided patient care shall be included on the patient care report.

Infectious Disease:

Special Secondary Service Provider shall adopt and adhere to an infectious disease protocol that complies with all applicable federal, state, and local laws. Special Secondary Service Provider shall be responsible for providing post exposure care to its

own personnel. Special Secondary Service Provider shall notify PBCFR of all actual or suspected exposures involving a patient within the identified service areas. All infectious disease exposure protocol will be adhered to and all paperwork will reflect the names of persons present in order to make notifications in cases that apply.

Authorization:

Special Secondary Service Provider must obtain and maintain a Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN) to provide non-transport ALS Services within the Community until PBCFR arrives. This MOU shall take effect upon issuance of Special Secondary Service Provider's Certificate of Public Convenience and Necessity (COPCN), and may be amended from time to time by mutual written agreement of the parties. Upon execution, this MOU will be filed with Palm Beach County, Division of Emergency Management located at 20 South Military Trail, West Palm Beach, Florida 33415.

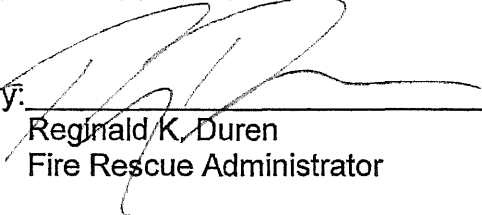
This MOU shall expire upon expiration or termination of Special Secondary Service Provider's COPCN to serve the Community.

This MOU is entered in accordance with Section 13-22(b) of the Palm Beach County Code and Section 401.435(2), Florida Statutes. Notwithstanding anything herein to the contrary, this MOU shall not be construed to create any contractual obligation upon PBCFR or Palm Beach County, nor to provide any contractual rights to Special Secondary Service Provider or to any third party.

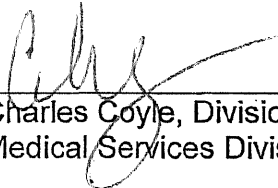
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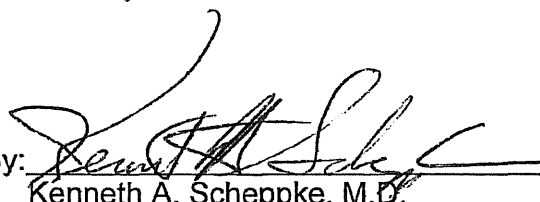
IN WITNESS WHEREOF, the parties have executed this MOU on the date hereinabove first written.

PALM BEACH COUNTY FIRE RESCUE

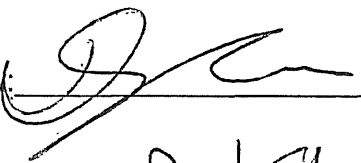
By: 
Reginald K. Duren
Fire Rescue Administrator

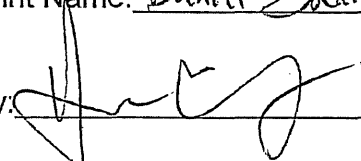
APPROVED AS TO TERMS AND CONDITIONS

By: 
Charles Coyle, Division Chief
Medical Services Division

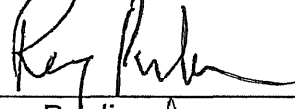
By: 
Kenneth A. Schepke, M.D.
Medical Director

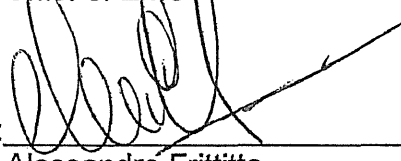
WITNESSES:

By: 
Print Name: Daniel Shannon

By: 
Print Name: Herbert Morrey

UNIVERSAL PROTECTION SERVICE, LLC

By: 
Ray Pradines
Chief of EMS

By: 
Alessandro Frittitta
Deputy Chief of EMS



Universal Protection Service, LLC.

11/05/2020

Standing Orders

The attached Emergency Medical Standing Orders are the official advanced life support protocols (as adopted from Palm Beach County Fire-Rescue Protocols) for Universal Protection Service and are approved for the use by the paramedics of this agency to care for the sick and injured.

Medications, equipment and supplies required by PBCF-R when treating medical/trauma events associated with Fire/HAZ-MAT operations and patient transport will not be maintained within this agency's medication, equipment and supply inventories.

Also, as a community based special secondary service provider we do not terminate resuscitation efforts or determine death in the field. We only assist in triage operations as determined by PBCF-R and follow fire-rescue orders dealing with crime scenes. High-risk refusals for treatment/transport are referred to fire-rescue, and we do not perform Paralytic procedures.

Note that the following medications are not included within Universal Protection Service Approved Medication List (they are included in the protocols for informational purposes).

- Etomidate
- Glucagon
- Ketamine
- Succinylcholine
- Vecuronium

Note that D10 replaces D50 in the diabetic emergency protocol when the patient is unable to swallow oral glucose. Refer to protocols for diabetic emergencies, as well as D10 and Oral glucose in Medication List.

Dr. John Halpern, D.O.
Medical Director, Universal Protection Services, LLC

Dr. Kenneth A. Scheppke, M.D.
Medical Director, Palm Beach County Fire Rescue



STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: UNIVERSAL PROTECTION SERVICE, LLC Provider Number #: 5223
Name of Provider

1645 PALM BEACH LAKES BOULEVARD, SUITE 600, WEST PALM BEACH, FLORIDA 33401
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

PALM BEACH
County(s)

A handwritten signature in black ink, appearing to read "Steve A. McCoy".

Steve A. McCoy
Emergency Medical Services Administrator
Florida Department of Health

THIS CERTIFICATE EXPIRES ON: 05/15/2022

This certificate shall be posted in the above mentioned establishment

INSURANCE DATA

<u>Insurance Company</u>	<u>Type of Insurance</u>	<u>Insurance Expiration Date</u>
Greenwich Insurance Company	Vehicle Liability	11/01/2020

SERVICE AREA DATA

<u>County of Service</u>	<u>Date Certificate of Public Convenience and Necessity Expires</u>
Palm Beach - BallenIsles Community Associatio	01/01/1901
Palm Beach - Delaire Country Club	01/01/1901
Palm Beach - Frenchman's Creek	01/01/1901
Palm Beach - Mirasol Country Club	01/01/1901
The Polo Club of Boca Raton	01/01/1901

VEHICLE DATA

<u>Permit #</u>	<u>Type</u>	<u>Sub-Type</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>License Status</u>	<u>Issue Date</u>	<u>Vehicle Identifier</u>	<u>Permit Fee</u>
20405	ALS	N	FORD	FLEX	2016	Clear	01/30/2017	2FMGK5B84GBA13847	25.00
21111	ALS	N	FORD	INTERCEPTOR	2017	Clear	11/22/2017	1FM5K8ARXHGA35896	25.00
21834	ALS	N	FORD	INTERCEPTOR	2018	Clear	10/22/2018	1FM5K8AR0JGC42755	25.00
22278	ALS	N	FORD	INTERCEPTOR	2017	Clear	07/03/2019	1FM5K8AR0HGB82857	25.00
22897	ALS	N	FORD	ESCAPE	2018	Clear	04/20/2020	1FMCU9GDISUA48949	25.00
22898	ALS	N	FORD	TAURUS	2015	Clear	04/20/2020	1FAHP2D85FG192516	25.00
22899	ALS	N	FORD	INTERCEPTOR	2020	Clear	04/20/2020	1FM5K8AW0LGC02426	25.00

Count of vehicles with status of "Issued"				
<u>Total</u>	<u>BLS</u>	<u>ALS (Transport)</u>	<u>ALS (Non-Transport)</u>	<u>AIR</u>
7	0	0	7	0

ALS Vehicles

Location	Model	Tag	Vin #	ALS #	EMS #	Year
Ballenisle	Ford Interceptor	IFGE96	1FM5K8AR0HGB82857	022278	AUS Medic 1	2017
Delaire	Ford Escape	JDEW59	1FMCU9GDISUA48949	022897	AUS Medic 2	2018
Frenchman's	Ford Flex	HPJC09	2FMGK5B84GBA13847	020405	AUS Medic 3	2017
New Mirasol	Ford Interceptor	NQIR99	1FM5K8AW0LGC02426	022899	AUS Medic 4	2020
Polo Boca	Ford Interceptor	JRVR83	1FM5K8AR0JGC42755	021834	AUS Medic 5	2018
Spare	Ford Interceptor	IIAA84	1FM5K8ARXHGA35896	021111		2017
Chief	Ford Taurus	GICA57	1FAHP2D85FG192516	022898	AUS Chief 1	2015

**Emergency Medical Services
License Application Profile Report**

PROVIDER DATA

<u>Name:</u> UNIVERSAL PROTECTION SERVICE, LLC	<u>ID NUMBER:</u> 5223	<u>Phone:</u> (561) 478-9983
<u>Manager Name:</u> Ray Pradines, Chief of EMS	<u>COUNTY:</u> PALM BEACH	<u>Fax:</u> (561) 696-7740
<u>Mailing Address:</u> 1645 Palm Beach Lakes Boulevard Suite 600 WEST PALM BEACH, FL 33401	<u>Service Type</u>	<u>Email:</u> raymond.pradines@aus.com
<u>Physical Address:</u> 1645 Palm Beach Lakes Boulevard Suite 600 WEST PALM BEACH, FL 33401	Private Corporation For Profit	

LICENSE DATA

<u>Certification Number:</u> 4561	<u>Date Issued:</u> 04/20/2020	<u>Expires:</u> 05/15/2022
<u>Status:</u> Clear		
<u>Service Type:</u> ALS	<u>Amount Required:</u> \$1,475.00	<u>Amount paid:</u> \$1,475.00

PRIMARY MEDICAL DIRECTOR DATA

<u>Name:</u> HALPERN, JOHN IRVING HOWARD	<u>License Number:</u> OS 6052	<u>License Expires:</u> 03/31/2022
<u>Phone:</u> (954) 722-8623	<u>DEA Reg. #:</u> FH8080905	<u>DEA Reg. Expires:</u> 10/31/2021
<u>Address:</u> 7515 Banyan Way TAMARAC FL 33321	<u>Contract End Date:</u> 12/31/2020	

SECONDARY MEDICAL DIRECTOR DATA

<u>Name:</u>	<u>License Number:</u>	<u>License Expires:</u>
<u>Phone:</u>	<u>DEA Reg. #:</u>	<u>DEA Reg. Expires:</u>
<u>Address:</u>	<u>Contract End Date:</u>	

EE#	Name	Drivers License and Exp.		Paramedic / EMT
	Addie, Mike	A300543892590	07-19-2028	PMD 534752 12-1-22
567902	Autrey, Brian	A360076560230	1-23-2022	PMD 502593 12-1-20
549584	Ben Hamza, Kamal	B552504791270	7-23-2021	PMD 546886 12-1-20
667005	Berete, Frankie	B630240873770	10-17-2021	PMD 522292 12-1-20
9075089	Betancourt, Mauricio	B300324791020	3-22-2025	PMD 511013 12-1-20
530374	Boyd, Harrison	B300324791020	3-22-2028	PMD 200094 12-1-20
746819	Carty, Aaron	C63001788220	6-22-2022	PMD 531855 12-1-20
673344	Croke, John	C620462542170	6-17-2027	PMD 3942 12-1-20
759390	Delrossi, Michael	D462556702941	8-14-2022	PMD 16540 12-1-22
9071552	Denker, Noah	D526633972930	08-13-2022	PMD 534930 12-1-20
9122168	Doeren, Nathaniel	D650631843460	09-26-2022	PMD 525045 12-1-20
713973	Evans, Melanie	E152552815670	2-27-2022	PMD 518823 12-1-22
9000846	Gamboa, Giovanni	G510280822710	07-31-2027	PMD 514924 12-1-20
673417	Hart, Jon	H630425552980	8-18-2026	PMD 921 12-1-20
9151825	Jaremko, Paul	J652681652880	08-08-2026	PMD 9855 12-1-20
526638	Johnson, Miguel	J525548791810	5-21-2024	PMD 507516 12-1-22
541911	Kimberly, Brittany	K516061876850	5-25-2025	PMD 530474 12-1-20
9133707	Laster, Bailey	L236061964660	12-26-2023	PMD 535204 12-1-20
9117346	Lopez, Allen	L120010894010	11-01-2021	PMD 215218 12-1-20
667045	Luzincourt, Jean	L252461860150	1-15-2023	PMD 524381 12-1-20
9101721	Moore, Christopher	M600115761390	4-19-2027	PMD 514247 12-1-20
666999	Nevad, James	N130451854450	12-05-2021	PMD 518913 12-1-20
828637	Olivier, Joseph	O416483961750	5-18-2023	PMD 533121 12-1-20
9072097	Osorio, Adrian	O260004963620	10-02-2028	PMD 534197 12-1-20
673601	Pierce, Clint	P620105623350	9-15-2021	PMD 14795 12-1-20
9085021	Ponson, Rudolf	P525720804200	11/20/2026	PMD 510467 12-1-20
790466	Quinones, Emmanuel	Q552213861430	4-23-2027	PMD 532983 12-1-20
9084152	Read, Brandon	R300078951030	3-23-2027	PMD 530328 12-1-20
176605	Roselli, Robert	R240770694430	12-3-2020	PMD 515970 12-1-20
667013	Salcedo, David	S423160842570	7-17-2028	PMD 511698 12-1-22
667014	Smith, Michelle	S530549705230	1-22-2021	PMD 19748 12-1-20
9129414	Staggs, Noah	S320639933900	10-31-2025	PMD 536170 12-1-20
9015932	Stephens, John	S315465862890	8-9-2024	PMD 529626 12-1-20
9069160	Stucchi, Marco	S320541843710	10-11-2021	PMD 527252 12-1-20
540294	Teems, Kyle	T520510930100	1-10-2026	PMD 530939 12-1-20
9207289	Villasuso, Peter	V422661744060	11-06-1974	PMD 511941 12-1-22
673719	Weihhs, Matthew	W200544832440	7-4-2028	PMD 517111 12-1-20
673718	Weihhs, Robert	W200779810070	1-7-2025	PMD 206992 12-1-20
746550	Williams, Krissy	W452500849650	12-25-2027	PMD 511944 12-1-20
838435	Williams, Stephen	W452780732230	6-23-2027	PMD 513179 12-1-22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2020

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 MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-STAND-19-21	CONTACT NAME:	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Company		19437
INSURER B : Greenwich Insurance Company		22322
INSURER C : XL Insurance America		24554
INSURER D : Indian Harbor Insurance Company		36940
INSURER E : XL Specialty Insurance Company		37885
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CLE-005951800-22 **REVISION NUMBER:** 13

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.

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 <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			082695264	11/01/2019	01/01/2021	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD9437818-03	11/01/2019	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			RES9437994 EXCESS OF GENERAL LIABILITY	11/01/2019	01/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWD3001203-04(AOS)	11/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
E				RWR3001204-04(WI)	11/01/2020	01/01/2021	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Palm Beach County Board of County Commissioners is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER Palm Beach County 301 N. Olive Ave. West Palm Beach, FL 33401	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>



Universal Protection Service, LLC.

November 12th, 2020

To Whom It May Concern,

Universal protection Service, LLC. Has a current contract with Dr. John Halpern to provide his services as Medical Director for Universal Protection Service, LLC (Allied Universal Security), Advance Life Support Program. The current contract is valid from January 1st, 2020-December 31st, 2020 and will be renew for the following year January 1st, 2021-December 31st, 2021. All parties are in agreement to an annual Contract renewal and will continue as such in the future.

A handwritten signature in black ink, appearing to read 'John Halpern'.

Dr. John I. Halpern
Medical Director
Universal Protection Service, LLC.

A handwritten signature in black ink, appearing to read 'Alessandro Frittitta'.

Alessandro Frittitta
EMS Deputy Chief
Universal Protection Service, LLC.

CONTRACT

MEDICAL DIRECTOR

This contract is for the SERVICES of MEDICAL DIRECTOR dated this 1st day of January, 2020 by and between **Doctor John Halpern, D.O. FACEP** (hereinafter referred to as "DR. HALPERN") and **Universal Protection Service, LLC** hereinafter referred to as "Universal").

WITNESSED:

WHEREAS, **Universal** is located in Palm Beach County, Florida; and desires to hire **DR. HALPERN** to provide services as a "MEDICAL DIRECTOR", and

WHEREAS, **Universal** is engaged in the business of providing emergency medical services upon a contract basis, and desire to contract **DR. HALPERN** to oversee and manage the Emergency Medical Program.

NOW, THEREFORE, in consideration of **DR. HALPERN** fulfilling the contractual obligations attached hereto as Exhibit "A", and for other good and valuable consideration, the sufficiency and receipt whereof hereby acknowledged, **Universal** agrees to engage the professional services of **DR. HALPERN** for the purpose of providing MEDICAL DIRECTOR SERVICES upon the terms and conditions hereinafter set forth.

1. For the term commencing January 1, 2020, through December 31, 2020, **DR. HALPERN** shall provide MEDICAL DIRECTOR SERVICES to **Universal**, for all areas **Universal** provides Emergency Medical Services on a twenty four (24) hour basis. Such services shall include without limitation the duties outlined in exhibit "A" and such other activities as are generally provided by other MEDICAL DIRECTORS under the provision of Florida State Statute.
2. In monetary consideration for the term of the contract, **DR. HALPERN** will be paid for his services, the sum of Thirty-three Thousand, Five Hundred Dollars (\$ 33,500.00) per year. As an employee of **Universal**, he will be covered under our General Liability and Medical Professional Liability Insurance policies. The insurer information may change depending on our ability to negotiate more favorable coverage or rates with other insurers. He will be notified of any change in insurance carrier or change in insurance coverage which directly affects him.
3. This contract may be terminated in the event either party shall fail to carry out their obligation in a professional and responsible manner. In the above situation, a 60-day written notice shall be required.

In the event the contracted client cancels **Universal's** services or should the services become canceled due to Government intervention, all terms and conditions of this contract are herein suspended.

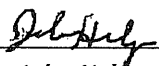
Any notice shall be in writing and shall be sent by United States Postage, prepaid return receipt requested; by courier or a hand delivered to the following address:

UNIVERSAL PROTECTION SERVICE 1645 PALM Beach Lakes
Blvd., Suite 600
West Palm Beach, Florida 33401

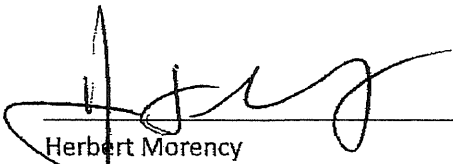
DR. JOHN HALPERN, D.O.
7515 Banyan Way
Tamarac, Florida 33321

The effective date of any notice shall be the date of its delivery or upon the date that delivery is unable to be made or acceptance of delivery is refused.

4. This contract shall be governed by and interpreted under the laws of the State of Florida. This contract for medical direction and the exhibit(s) attached hereto constitute all agreements, conditions and understandings between **Universal** and **DR. HALPERN** with regard to the subject matter hereof, and there are no covenants, promises, conditions or understandings, either oral or written between them other than as set forth herein. This contract shall not be changed, modified or amended except in writing signed by both parties hereto.



Dr, John Halpern, D.O.
Medical Director
Date 01/02/20



Herbert Morency
Branch Manager, Palm Beach
Date 01/02/20

MEDICAL DIRECTOR

Requirements

Medical Director must maintain the following requirements:

CONTRACT TO INCLUDE:

- 1) Name and relationship of contracting parties
- 2) List of contracted services
 - a) Medical direction
 - b) Administrative functions
 - c) Professional memberships
 - d) Reporting requirements
- 3) Monetary consideration
 - a) Fees
 - b) Expenses
 - c) Reimbursements
 - d) Fringe benefits
 - e) Clerical assistance
 - f) Office space
- 4) Termination of Clause
- 5) Renewal Clause
- 6) Provisions for liability coverage
- 7) Effective dates of contract
- 8) Qualifications

EXHIBIT "A"

MEDICAL DIRECTOR MUST PRESENTLY HAVE AND MAINTAIN THE FOLLOWING QUALIFICATIONS

- 1) Florida Licensed M.D. or D.O.
- 2) Shall be from a broad based specialty:
 - a) Emergency Medicine
 - b) Internal Medicine
 - c) Anesthesiology
 - d) Other surgical specialties
- 3) Demonstrate experience n (documented) pre-hospital care to include:
 - a) Advanced Cardiac Life Support
 - b) Board certification in Emergency Medicine.
- 4) Documentation of participation in regional or statewide active physician group involved in pre-hospital care.

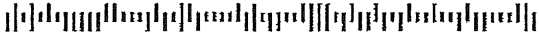
THE MEDICAL DIRECTORS DUTIES AND RESPONSIBILITES WILL BE AS FOLLOWS:

- 1) Supervise and accept direct responsibility for performance of First Responder Paramedics.
- 2) Develop medically correct standing order of protocols that permit specified ALS procedures when communications are delayed or cannot be established with supervising physician. (Will use protocols as provided by Palm Beach County Fire-Rescue or Palm Beach Gardens Fire-Rescue.)
- 3) Provide 24 hours continuous availability of Medical Direction services for potential problems, systems conflicts and disasters by self or qualified appointee.
- 4) Develop and implement a patient care quality assurance system to assess the medical performance of Paramedics.
- 5) Audit the performance of systems personnel by use of quality assurance program to include:
 - a) Run reports
 - b) Direct observation
 - c) Comparison of performance standards for drugs, equipment, system protocols and procedures.

- d) Ensure and certify security procedures for medications, fluids and controlled substances are in compliance with Chapter 499, F.S. and Chapter 893.
- e) Specify medication substitutes in writing.
- f) Provide notification in writing when telemetry is not necessary.
- g) Provide notification in writing of equipment and medication substitutions.
- h) Assume responsibility of First Responders utilizing:
 - i) Automatic or Semi-Automatic Defibrillators
 - ii) Esophageal intubations
 - iii) Monitoring and maintenance of non-medicated I.V.
- i) Develop a 30 hour refresher course if required
- j) Ensure all medical providers are trained in the used of trauma scorecard methodology as provided in rule 10D-66.102
- k) Submit in writing any deviation from the approved trauma protocols.
- l) Participate as a crewmember for a minimum of 12 hours per year
- m) Provide training of emergency pre-hospital care when called for.
- n) Attend necessary P.O.A. or Security Board meetings as required.
- o) Assist in the locating, interviewing and hiring of emergency medical personnel upon request.
- p) Assist **Universal** in its renewal of their A.L.S. license.



1:3 HALPERN, JOHN
 2937646 1645 PALM BEACH LAKES BLVD STE 600
 WEST PALM BEACH, FL 33401-2205



10030608.2/000946-1/1-0

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FH8080905	10-31-2021	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	12-20-2018
HALPERN, JOHN ALLIED UNIVERSAL SERVICES 1645 PALM BEACH LAKES BLVD STE 600 WEST PALM BEACH, FL 33401-2205		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FH8080905	10-31-2021	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	12-20-2018
HALPERN, JOHN ALLIED UNIVERSAL SERVICES 1645 PALM BEACH LAKES BLVD STE 600 WEST PALM BEACH, FL 33401-2205		

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
02/11/2020	OS 6052	73582

THE OSTEOPATHIC PHYSICIAN

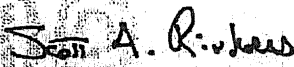
QUALIFICATION(S):
Dispensing Practitioner

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: MARCH 31, 2022
JOHN IRVING HOWARD HALPERN
1701 N.E. 127TH STREET
STUDENT HEALTH CLINIC- JOHNSON & WALES
MIAMI, FL - 33141



Ron DeSantis
GOVERNOR



Scott A. Rivkees, MD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

QUALIFICATION(S):
Dispensing Practitioner

AC#	LICENSE NO.	CONTROL NO.
944931	OS 6052	73582

THE OSTEOPATHIC PHYSICIAN

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date : MARCH 31, 2022

JOHN IRVING HOWARD HALPERN

EXPIRATION DATE: MARCH 31, 2022

Your license number is OS 6052. Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes, request duplicate licenses and much more.

It's simple. Log onto your MQA Online Services account today at <http://flhealthsource.gov/>. Select the "Account Login" button to access your account. For changes to your name, address or to request duplicate licenses, choose your selection from the dropdown list under "Manage My License". Your profession will open for renewal 90 days prior to your expiration date. When the renewal cycle opens for your profession, the "Renew My License" header will automatically display on your license Dashboard.

IMPORTANT ANNOUNCEMENTS

ARE YOU RENEWAL READY?

The Department of Health will now review your continuing education records at the time of license renewal.

To learn more, please visit
www.FLHealthSource.gov/AYRR

GROUND FOR DISCIPLINE

You should be familiar with the Grounds for Discipline found in Section 456.072(1), Florida Statutes, and in the practice act for the profession in which you are licensed. Florida Statutes can be accessed at www.leg.state.fl.us/Statutes



October 14th, 2020

Re: Treatment/Trauma Protocol

To Whom It May Concern:

This Letter is to affirm with you that we, Universal Protection Services LLC, as a medical service provider serving within Palm Beach County, are utilizing the most recent and standard pre-hospital treatment/transport protocol that have been approved by the Palm Beach County EMS Council and the State of Florida. It is also our company's intention to continue to use the standard protocols throughout the future.

Sincerely,

A handwritten signature in black ink, appearing to read "John Halpern".

John Halpern, D.O.F.A.C.E.P.
Medical Director

Ray Pradines
EMS Chief

Alessandro Frittitta
EMS Deputy Chief

1645 Palm Beach Lakes Blvd. Suite 600 West Palm Beach, Florida 33401

1645 Palm Beach Lakes Blvd Suite 600 • West Palm Beach, FL 33401 • T: 561-478-9983 • F: 561-686-7740

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Vision: To be the Healthiest State in the Nation

TRAUMA TRANSPORT PROTOCOLS

Universal Protection Service, LLC
NAME OF SERVICE

5723
PROVIDER ID#

IS AN ADVANCED LIFE SUPPORT INTERFACILITY EMS PROVIDER AGENCY AND DOES NOT TRANSPORT TRAUMA ALERT PATIENTS FROM THE SCENE OF AN INCIDENT.

John Halpern

MEDICAL DIRECTOR'S SIGNATURE

DS 6052

LICENSE NUMBER

John Halpern, D.O.

MEDICAL DIRECTOR'S NAME (PRINTED)

19 MARCH 2020

DATE

Florida Department of Health
Division of Emergency Preparedness and Community Support
Bureau of Emergency Medical Oversight
4052 Bald Cypress Way, Bin A-22 • Tallahassee, FL 32399-1722
PHONE: 850/245-4440 • FAX: 850/921-0377
FloridaHealth.gov



Accredited Health Department
Public Health Accreditation Board

Allied Universal Security Services

Format Description: BIS - 2010 Summary

Budget Income Statement %
Date Range: 01/01/17 To 12/31/17

	This Period		This Period		This Period	Year To Date		Year To Date		Y-T-D
	Actual	Ratio	Budget	Ratio	Variance	Actual	Ratio	Budget	Ratio	Variance
Net Revenue	8,675,766	100.00%	8,610,704	100.00%	65,062	8,675,766	100.00%	8,610,704	100.00%	65,062
Total Direct Labor	5,912,051	68.14%	5,620,844	65.28%	(291,207)	5,912,051	68.14%	5,620,844	65.28%	(291,207)
Total Payroll Taxes	462,447	5.33%	446,596	5.19%	(15,851)	462,447	5.33%	446,596	5.19%	(15,851)
Total Insurances	490,439	5.65%	448,369	5.21%	(42,070)	490,439	5.65%	448,369	5.21%	(42,070)
Total Other Direct Costs	656,990	7.57%	701,744	8.15%	44,754	656,990	7.57%	701,744	8.15%	44,754
Total Cost Of Goods Sold	<u>7,521,928</u>	<u>86.70%</u>	<u>7,217,553</u>	<u>83.82%</u>	<u>(304,375)</u>	<u>7,521,928</u>	<u>86.70%</u>	<u>7,217,553</u>	<u>83.82%</u>	<u>(304,375)</u>
Gross Profit	1,153,838	13.30%	1,393,151	16.18%	(239,313)	1,153,838	13.30%	1,393,151	16.18%	(239,313)
Total Admin Wages	15,583	0.18%	15,096	0.18%	(487)	15,583	0.18%	15,096	0.18%	(487)
Total Admin Payroll Taxes	0	0.00%	6,995	0.08%	6,995	0	0.00%	6,995	0.08%	6,995
Total Insurances- Admin	(33,651)	-0.39%	(4,817)	-0.06%	28,834	(33,651)	-0.39%	(4,817)	-0.06%	28,834
Total Other Overhead Expenses	67,540	0.78%	25,794	0.30%	(41,746)	67,540	0.78%	25,794	0.30%	(41,746)
Total Overhead Expenses	<u>49,472</u>	<u>0.57%</u>	<u>43,068</u>	<u>0.50%</u>	<u>(6,404)</u>	<u>49,472</u>	<u>0.57%</u>	<u>43,068</u>	<u>0.50%</u>	<u>(6,404)</u>
EBITDA	<u>1,104,366</u>	<u>12.73%</u>	<u>1,350,083</u>	<u>15.68%</u>	<u>(245,717)</u>	<u>1,104,366</u>	<u>12.73%</u>	<u>1,350,083</u>	<u>15.68%</u>	<u>(245,717)</u>

Company Totals

Allied Universal Security Services

Format Description: BIS - 2010 Summary

Budget Income Statement %

Date Range: 01/01/18 To 12/31/18

	This Period		This Period		This Period	Year To Date		Year To Date		Y-T-D
	Actual	Ratio	Budget	Ratio	Variance	Actual	Ratio	Budget	Ratio	Variance
Net Revenue	9,291,490	100.00%	8,990,521	100.00%	300,969	9,291,490	100.00%	8,990,521	100.00%	300,969
Total Direct Labor	6,345,737	68.30%	6,038,186	67.16%	(307,551)	6,345,737	68.30%	6,038,186	67.16%	(307,551)
Total Payroll Taxes	493,070	5.31%	485,110	5.40%	(7,960)	493,070	5.31%	485,110	5.40%	(7,960)
Total Insurances	577,600	6.22%	554,282	6.17%	(23,318)	577,600	6.22%	554,282	6.17%	(23,318)
Total Other Direct Costs	772,690	8.32%	723,100	8.04%	(49,590)	772,690	8.32%	723,100	8.04%	(49,590)
Total Cost Of Goods Sold	8,189,097	88.14%	7,800,678	86.77%	(388,419)	8,189,097	88.14%	7,800,678	86.77%	(388,419)
Gross Profit	1,102,392	11.86%	1,189,843	13.23%	(87,451)	1,102,392	11.86%	1,189,843	13.23%	(87,451)
Total Admin Wages	(10,445)	-0.11%	0	0.00%	10,445	(10,445)	-0.11%	0	0.00%	10,445
Total Insurances- Admin	(26,611)	-0.29%	(31,896)	-0.35%	(5,285)	(26,611)	-0.29%	(31,896)	-0.35%	(5,285)
Total Other Overhead Expenses	110,613	1.19%	39,566	0.44%	(71,047)	110,613	1.19%	39,566	0.44%	(71,047)
Total Overhead Expenses	73,557	0.79%	7,670	0.09%	(65,887)	73,557	0.79%	7,670	0.09%	(65,887)
EBITDA	1,028,835	11.07%	1,182,173	13.15%	(153,338)	1,028,835	11.07%	1,182,173	13.15%	(153,338)

Company Totals

Allied Universal Security Services

Format Description: BIS - 2010 Summary

Budget Income Statement % Date Range: 01/01/19 To 12/31/19
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10/20/20

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Page 1 of 1

	This Period		This Period		This Period	Year To Date		Year To Date		Y-T-D
	Actual	Ratio	Budget	Ratio	Variance	Actual	Ratio	Budget	Ratio	Variance
Net Revenue	9,589,184	100.00%	0	0.00%	9,589,184	9,589,184	100.00%	0	0.00%	9,589,184
Total Direct Labor	6,866,690	71.61%	0	0.00%	(6,866,690)	6,866,690	71.61%	0	0.00%	(6,866,690)
Total Payroll Taxes	526,104	5.49%	0	0.00%	(526,104)	526,104	5.49%	0	0.00%	(526,104)
Total Insurances	414,460	4.32%	0	0.00%	(414,460)	414,460	4.32%	0	0.00%	(414,460)
Total Other Direct Costs	615,001	6.41%	0	0.00%	(615,001)	615,001	6.41%	0	0.00%	(615,001)
Total Cost Of Goods Sold	8,422,255	87.83%	0	0.00%	(8,422,255)	8,422,255	87.83%	0	0.00%	(8,422,255)
Gross Profit	1,166,929	12.17%	0	0.00%	1,166,929	1,166,929	12.17%	0	0.00%	1,166,929
Total Other Overhead Expenses	225,066	2.35%	0	0.00%	(225,066)	225,066	2.35%	0	0.00%	(225,066)
Total Overhead Expenses	225,066	2.35%	0	0.00%	(225,066)	225,066	2.35%	0	0.00%	(225,066)
E B I T D A	941,863	9.82%	0	0.00%	941,863	941,863	9.82%	0	0.00%	941,863

Company Totals

Allied Universal Security Services

Format Description: BIS - 2010 Summary

Budget Income Statement %

Date Range: 01/01/20 To 09/30/20

10/20/20

2:39:23 PM

Page 1 of 1

	This Period		This Period		This Period	Year To Date		Year To Date		Y-T-D
	Actual	Ratio	Budget	Ratio	Variance	Actual	Ratio	Budget	Ratio	Variance
Net Revenue	7,231,453	100.00%	0	0.00%	7,231,453	7,231,453	100.00%	0	0.00%	7,231,453
Total Direct Labor	5,197,042	71.87%	0	0.00%	(5,197,042)	5,197,042	71.87%	0	0.00%	(5,197,042)
Total Payroll Taxes	396,328	5.48%	0	0.00%	(396,328)	396,328	5.48%	0	0.00%	(396,328)
Total Insurances	360,315	4.98%	0	0.00%	(360,315)	360,315	4.98%	0	0.00%	(360,315)
Total Other Direct Costs	298,038	4.12%	0	0.00%	(298,038)	298,038	4.12%	0	0.00%	(298,038)
Total Cost Of Goods Sold	6,251,723	86.45%	0	0.00%	(6,251,723)	6,251,723	86.45%	0	0.00%	(6,251,723)
Gross Profit	979,730	13.55%	0	0.00%	979,730	979,730	13.55%	0	0.00%	979,730
Total Insurances- Admin	445	0.01%	0	0.00%	(445)	445	0.01%	0	0.00%	(445)
Total Other Overhead Expenses	82,636	1.14%	0	0.00%	(82,636)	82,636	1.14%	0	0.00%	(82,636)
Total Overhead Expenses	83,081	1.15%	0	0.00%	(83,081)	83,081	1.15%	0	0.00%	(83,081)
EBITDA	896,649	12.40%	0	0.00%	896,649	896,649	12.40%	0	0.00%	896,649

Company Totals



Universal Protection Services LLC.

Universal Protection Services LLC, as we are a non-transport, secondary service provider contracted to communities. Universal Protection Services LLC, does not charge fees.

Alessandro Frittitta

EMS Deputy Chief

Allied Universal Security Services Elite EMS Division

W: 561.478.9983 | C: 561.517.7990 | Alessandro.Frittitta@aus.com

1645 Palm Beach Lakes Blvd Suite 600 • West Palm Beach, FL 33401 • T: 561-478-9983 • F: 561-686-7740



Universal Protection Service, LLC.

October 15th, 2020

Universal Protection Service, LLC. has been an ALS non-transport, special secondary service provider non-stop in Palm Beach County for the past 25 years. We currently hold five Palm Beach County COPCN's.

Universal Protection Service, LLC. Offers the full continuum of patient care from call initiation to transfer of care to the responding primary service (transport) agency. In addition, we provide certified in-house EMS training and meet or exceed all State of Florida and Palm Beach County Requirements for ALS non-transport, special secondary service providers.

Alessandro Frittitta

EMS Deputy Chief

Promote & improve the health
of people in Florida through integrated
state, county & community efforts.



Rick Scott
Governor

Celeste Philip, MD, MPH
State Surgeon General

Vision: To be the Healthiest State in the Nation

May 30, 2017

Chief of EMS Ray Pradines
Universal Protection Service, LLC
5840 Corporate Way Suite 102
West Palm Beach, FL 33407

Dear Chief Pradines,

Congratulations on your Compliance Monitoring site survey conducted by the Bureau of Emergency Medical Oversight on May 24, 2017. All potential deficiencies were addressed promptly. At the completion of the site visit, there were no deficiencies. Your vehicles and service records were outstanding.

Also, please extend my sincere gratitude to your staff for their assistance and for the overall contribution to your service and community. Your continued support of emergency medical services is deeply appreciated.

Enclosed is a post site survey evaluation form designed to assist us in continually improving our Compliance Monitoring program. Please complete the enclosed form and return it to my office at your earliest convenience. I trust that you will share with me any concerns or kudos regarding your site survey.

Again, thank you for your assistance in the Compliance Monitoring program and I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve McCoy".

Steve McCoy
Administrator
Emergency Medical Services

SAM/mml
Enclosure

Florida Department of Health
Bureau of Emergency Medical Oversight, Emergency Medical Services
4052 Bald Cypress Way, Bin A 22 • Tallahassee, FL 32399-1722
PHONE: 850-245-4440 • FAX 850/488-2512



Accredited Health Department
Public Health Accreditation Board

ALLIED UNIVERSALSM

SECURITY SERVICES

Quality Assurance Program

*Emergency Medical Services
Division*



Quality Assurance Program

I. Goal Statement

The primary goal of the Allied Universal Security (AUS) medical Quality Assurance Program is to achieve a high level of quality patient care. Patient care that is appropriate for the patient's condition, and be performed in a timely and consistent manner. Patient care and treatment shall follow the acceptable medical practice, which positively influences the patient outcome. This will be accomplished by developing a system used to establish standards for patient care, to monitor how well those standards are met, and to correct unwanted deviations from the standards of medical care.

II. Quality Assurance Committee

1. The company's Quality Assurance Committee shall consist of the company's Medical Director (Q.A. Chairman), the Chief of EMS (Q.A. Coordinator), and the EMS (ALS) Field Supervisor.
2. All committee sessions dealing with confidential data regarding patient information and personnel performance will be conducted under strict executive session. Any member of the Q.A.P. who breaks the responsibility of strict confidentiality may be dismissed from the Q.A.P. by the chairperson as well as face further disciplinary actions.
3. The committee has the authority to recommend mandatory continuing education or disciplinary actions to the medical director.

III. Meeting Requirements

1. The committee will meet Quarterly to review EMS run reports and recommend corrective actions as necessary.
2. Special meetings may be requested by either the Chief of EMS or the EMS (ALS) Field Supervisor at anytime with due cause. The Q.A.C. chairman as needed may also call special meetings. At least five- business days notice should be given to committee members in case such meetings are called.

IV. Committee Members Roles and Responsibilities

O.A. Chairperson

1. Shall be the executive officer, having general and active management of the committee.
2. Implement all orders and resolutions of the Quality Assurance Program and Committee.
3. Preside at meetings of the Quality Assurance Committee.
4. Shall have final veto and revision powers over the final draft of all standards of care, medical protocols, and medical procedures that may be developed by the Quality Assurance Committee.

O.A. Coordinator

1. Be the individual responsible for the design of the program, coordination of all monitoring activities, scheduling of meetings, develop meeting agendas, and be the final compilation source for analyzing and monitoring of statistical data.
2. Review and maintains custodial care of EMS run reports after being received into the corporate office for filing.
3. Review of reports shall be done utilizing the County-Wide ALS Protocols and Trauma Transport Protocols as adopted by the medical directors association of Palm Beach County.

EMS (ALS) Supervisor

1. The onsite EMS (ALS) Field Supervisor shall check all medical incident reports for correct and complete information, as well as verify accuracy of all information entered in the reports prior to forwarding to the corporate office for review and filing.
2. After reviewing a medical run report for completeness and accuracy, the EMS (ALS) Field Supervisor shall initial and date the run report on the top left corner of the report to indicate that the report has been checked.

3. If the EMS (ALS) Field Supervisor discovers any problems or protocol deviations with a medical run report, the supervisor will discuss/address the problem with the treating paramedic from an educational point of view prior to forwarding the paperwork to the corporate office.

V. Run Report Review Process

1. The following type of calls will be reviewed by the Quality Assurance Committee:
 - a. Non-specific priority one and priority two patients
 - b. Cardiac Alerts
 - c. Stroke Alerts
 - d. Trauma Alerts
 - e. Any other incidents chosen by any committee member
2. All reports denoting breach of protocol are referred to the Quality Assurance Committee for discussion. At that time it will be determined what type /if any "Quality Improvement Referral" will be sent to the paramedic responsible for the patient care.
3. Medical Run reports will be evaluated utilizing the Q.A. Audit Form.
4. If during the review process of the Q.A. Committee finds an EMS employee in violation of a protocol violation or non compliant with the standard of care for patient treatment, and feels the need for corrective action to be taken. A "Quality Improvement Referral" letter and form will be mailed to the treating paramedics home address to ensure confidentiality of the treating paramedic. An option to mailing the letter and form to the paramedic's home address would be the Medical Director or Director of EMS personally hand delivering the paperwork themselves.

O.A. Audit Form

Call Month: _____

Total Calls: _____

Date of Audit: _____

Audited Calls: _____

Auditor: _____

Audited%: _____

Case Number: _____

Date of Incident: _____

Treating Paramedic: _____

<u>Categories/Parameters</u>	<u>Compliance</u>	<u>Non Compliance</u>	<u>Notes</u>
Pt. Name and Address Complete:	_____	_____	_____
Times Documented:	_____	_____	_____
Medical Chief Complaint:	_____	_____	_____
Minimum of 1 set of V/S Taken:	_____	_____	_____
Exam & History Completed:	_____	_____	_____
Treatment/Intervention Documented:	_____	_____	_____
Appropriate Protocol Followed:	_____	_____	_____
Signature and I.D. of treating Paramedic documented on report:	_____	_____	_____

ALLIED UNIVERSAL

To:

From: Dr. John Halpern, Medical Director, Q.A. Chairman

Date:

Re: Attached Quality Improvement Form

Attached you will find a Quality Improvement Referral form showing that a report bearing your Name and I.D. Number was recently reviewed by the Quality Assurance Committee.

The Quality Assurance Committee reviews all reports and makes recommendations. These recommendations are meant to be teaching tools, and are not disciplinary in nature. To ensure confidentiality and objectivity, all information regarding personnel is eliminated from the report prior to review. In keeping with the policy of confidentiality, this form is being hand delivered or mailed to your home address.

If you wish to review this report, you may do so by contacting (561) 441-2337 for an appointment.

If you wish to provide feedback on this report, you may respond in writing to the following address:

Allied Universal
c/o Dr. John Halpern
1645 Palm Beach Lakes Blvd. Ste 600
W.P.B., FL 33401

Q.A.C. Chairman - Dr. John Halpern
Q.A.C. Coordinator - Ray Pradines
Q.A.C. Member - Alessandro Frittitta

ALLIED UNIVERSAL

"Quality Improvement Referral Form"

To:

Date:

Case Number: _____

The Quality Assurance Committee (Q.A.C.) is the peer review organization for Allied Universal Security. As mandated by Florida Statutes this council is responsible through review for improving and maintaining quality in all treatment rendered to the occupants and employees of Communities serviced by AUS as a Special Secondary Non-transport ALS Provider.

After reviewing the above run report the Quality Assurance Committee has determined that the patient's care did not meet county or nationally recognized standards.

IDENTIFIED PROBLEM:

THE APPROPRIATE ACTION (S) WHICH SHOULD HAVE BEEN TAKEN:

CONFIDENTIALITY STATEMENT

I, _____ the undersigned, as a member of the Quality Assurance Committee, do hereby acknowledge that any and all records of any meetings held by the Quality Assurance Committee are confidential and exempt from the provision of Florida Statutes 119.07, except as provided in Florida Statute 401.425

R2020 0767

AMENDED AND RESTATED 800 AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into this _____ day of **JUL 07 2020**, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and Universal Protection Service, LLC, a company licensed to do business in the State of Florida, ("Participant"), with a Federal Tax ID number of 56-0515447.

WITNESSETH

WHEREAS, on June 19, 2018, the County and the Participant entered into an Agreement R2018-0903 (the 2018 Agreement) setting forth the terms and conditions by which the County would provide interoperable radio communications through the EMS and countywide common talk groups to the Participant; and

WHEREAS, to set forth the terms and conditions for all interoperable radio communications, this Agreement amends and restates, in its entirety, and replaces, the 2018 Agreement; and

WHEREAS, the County is continually identifying more effective service delivery methods which result in enhanced public safety services to the residents of Palm Beach County; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Radio System that supports the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Participant have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Participant can access the Emergency Medical Services (EMS) and Common Talk Groups established on the County's Public Safety Radio System to receive the public safety benefit of EMS communications and interoperability; and

WHEREAS, the Palm Beach County Public Safety Department/Emergency Management Division has requested that the Participant be granted limited access to the County's Public Safety Radio System in order to enhance communication and coordination efforts between hospitals and medical response providers.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to set forth the parameters under which the County will provide access to the EMS and Common Talk Groups established on the County System specifically to provide interoperable communications among public safety agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use, the monitoring requirements, and ability of the Participant to participate in the operational decisions relating to the use of the EMS and Common Talk Groups.

SECTION 2: DEFINITIONS

2.01 Certificate of Public Convenience and Necessity (COPCN): is a certificate with endorsements issued by the Board of County Commissioners, deeming it to be in the public convenience and necessity for the named advanced life support provider to operate within the confines of the County, as authorized in Section 401.25, Florida Statutes, as amended.

2.02 Common Talk Groups: Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.03 County Talk-Groups: Talk groups established on the County's System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.

2.04 EMS Talk Groups: Talk groups established on the County's System that are made available for emergency service personnel to communicate directly with hospitals in and around Palm Beach County.

2.05 Participant Equipment: Also known as "agency radios," are Participant owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County's System.

2.06 Radio Alias: The unique name assigned to an operator's radio that displays on the dispatcher's console when a radio transmits.

2.07 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

2.08 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

2.09 System Manager: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio

System Manager who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: ADMINISTRATION

3.01 System Contact. The Palm Beach County Electronic Services & Security Division's System Manager will be the Participant's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.

3.02 CRSSC. The System Maintenance and Administration Plan as referenced on Attachment I hereto, identifies the general procedures for the management of the System and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio System Steering Committee (CRSSC), which is responsible for overseeing and implementing the policies and procedures for the County's System.

3.03 Compliance with System Policies and Procedures. The Participant shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Participant by the System Manager. The Participant agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

SECTION 4: COUNTY SYSTEM & RESPONSIBILITIES

4.01 County System. The County System consists of eleven (11) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

4.02 Coverage for Common Talk Groups. The County System provides seamless County-wide portable and mobile radio coverage for the EMS and Common Talk Groups. The radio coverage for the EMS and Common Talk Groups is identical to that of other County Talk Groups that reside on the County's System.

4.03 County Responsibilities for System Maintenance and Operations. The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.

4.04 Scheduled Outages. The County shall maintain the coverage as described in the County's contract with Motorola R2015-1673, dated 11/17/15, and as described within Participant's geographic boundaries as described in Participant's COPCN, throughout the term of this Agreement except for times of scheduled preventive maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system

failures. The Participant shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

4.05 Management. The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures set forth on Attachment I, as may be amended and updated from time to time.

SECTION 5: PARTICIPANT EQUIPMENT AND RESPONSIBILITIES

5.01 Participant Equipment. The Participant's equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Participant. The Participant is required to keep its equipment in proper operating condition and the Participant is responsible for maintenance of its radio equipment.

5.02 Agreement Limited to EMS and Common Talk Groups. The Participant will only program the EMS and Common Talk Groups and the individual unit ID numbers assigned by the System Manager as part of this Agreement. The Participant will **not** program into its radios the County operational talk groups without a letter of authorization or a signed agreement from the County.

5.03 Participant Contacts. The Participant shall provide the County with a list of persons/positions, which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Participant or its service provider until requested and approved in writing by the System Manager.

5.04 County Confidential Information. The Participant shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into the Participant's equipment. *The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or unauthorized persons.* The access codes are to be treated as confidential information and the Participant is responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. All confidential security system information and data obtained, developed, or supplied by the County ("Confidential Information") will be kept confidential by the Participant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Participant agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

5.04.01 Authorized Parties. Service staff directly employed by the Participant shall be considered authorized to receive access and programming codes for the maintenance of the Participant's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the

Participant plans to use commercial services for its system or subscriber unit maintenance, the Participant must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

5.04.02 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County's System, unless meeting the requirements of Section 5.04.03 and/or 5.04.04 below. If the Participant does not have employees capable of programming Participant radio equipment or prefers to have others program Participant radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program Participant's radio equipment under the terms of a separate agreement.

5.04.03 County Review of Existing Service Provider Agreements. If the Participant uses a commercial service provider to program Participant radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the Participant radio equipment with the EMS and Common Talk Groups, the Participant must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the Participant and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Participant will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the Participant shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program Participant radio equipment with EMS and Common Talk Groups.

5.04.04 Review of Bid Documents for Service Provider. If the Participant intends to use a commercial service provider to program Participant radio equipment with the EMS and Common Talk Groups, the Participant shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the Participant to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Participant will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the

programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the Participant shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program Participant radio equipment with EMS and Common Talk Groups.

5.04.05 Survival. The provisions of this section regarding the Participant's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

5.05 Malfunctioning Participant Equipment. The Participant is solely responsible for the performance and the operation of the Participant equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Participant owned equipment, the County will request that the Participant discontinue use of the specific device until the repairs are completed. The County may, in its discretion, disable the equipment from the System after properly notifying the Participant in writing if the device is causing interference to the System.

5.06 Stolen or Lost Participant Radios. In the case of lost or stolen equipment, the Participant will notify the System Manager by e-mail authorizing the System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Manager will advise via e-mail when the radio has been disabled. A request by the Participant to re-activate a disabled radio must be in writing by e-mail to the System Manager.

5.07 COPCN. Prior to obtaining the access codes to the County's System, the Participant shall obtain a COPCN, which will detail the emergency services that can be conducted by the Participant as well as the geographical area within the County where it can perform services. The Participant must maintain its COPCN in order to use the access codes for the County's System.

5.08 Use of Radio Equipment. Radio equipment programmed with access codes for the County's System shall only be used by staff directly employed by the Participant and shall only be used in the locations authorized by the COPCN.

SECTION 6: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY PARTICIPANT

The Participant will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the EMS and Common Talk Groups. The Participant will provide the following information to the County:

- Radio manufacturer and model numbers.
- Radio serial numbers.
- Requested aliases to be programmed.

The System Manager will then compile this information and transmit back to the Participant a matrix of the County-wide Talk Groups, aliases, and radio ID numbers prior to the Participant's radios being activated on the County's Public Safety Radio System. The Participant is responsible for adhering to the Talk-Group and Radio ID allocations established by the County. The County's Talk-Group and Radio ID allocations are on file with the County and available upon request.

SECTION 7: UTILIZATION AND MONITORING OF EMS AND COMMON TALK GROUPS

7.01 Purpose of EMS Talk Groups. The EMS Talk Group was implemented specifically for emergency medical communications between the emergency providers and hospitals in and around Palm Beach County. The usage of the talk groups are defined below. Typical Usage Scenario:

- A field unit requiring communications with a hospital will request communications through the County's Fire Rescue Dispatch Center on its currently assigned talk-group or on a MED Control talk-group.
- The Fire Rescue Dispatch Center will approve the request that the field unit change talk-groups to the requested hospital talk-group.
- The field unit will then switch to the appropriate talk-group.
- At the conclusion of the communications the field unit will switch back to its assigned talk-group and advise the Fire Rescue Dispatch Center of its return.

7.02 Purpose of Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios.

Typical Usage Scenario:

- A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).
- The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests that the user switch to the corresponding talk group.
- The participating units would communicate on the Common Talk Group(s) and upon completion of the operation; the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

7.03 Approved Uses. Usage of the EMS and Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions, coordination and response to local emergencies and disasters, and for emergency medical communications between emergency providers and hospitals in and around Palm Beach County. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

7.04 Prohibited Uses. The EMS and Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

7.05 Required Monitoring. Agencies requesting to use the EMS and Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective dispatch center to respond to calls for assistance from field units. The dispatch centers which combine more than one discipline in their dispatch center are required to monitor the disciplines which are dispatched. Agencies which do not utilize their own dispatch center are not required to monitor the Calling Talk Group.

SECTION 8: LIABILITY

8.01 No Representation as to Fitness. The County makes no representations about the design or capabilities of the County's System. The Participant has decided to enter into this Agreement and use the County's System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the Participant with full use of the EMS and Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Participant.

8.02 Indemnification. The Participant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officials and each of them (hereinafter collectively and for the purposes of this paragraph, referred to as "County"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, of any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring an interest hereunder, and any third party or other party whomsoever, or any governmental agency, arising out of or in incident to or in connection with Participant's performance under this Agreement, the condition of the property, Participant's acts or omissions or operations hereunder, of the performance, non-performance or purported performance of the Participant of any breach of the terms of this Agreement; provided however, that Participant shall not be responsible to County for damages resulting out of bodily injury or

damages to property which Participant can establish as being primarily attributable to the negligence of the County.

Participant further agrees to hold harmless and indemnify County for fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from Participant's activities pursuant to this Agreement, whether or not Participant was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Participant's activities.

Participant shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use or lack thereof, of the County's System; (ii) use by Participant, or (iii) any act or omission of Participant, its agents, contractors, employees or invitees. In case County shall be made a party to any litigation commenced against the Participant or by Participant against any third party, then Participant shall protect and hold harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

8.03 No Responsibility for Third Party Claims. Neither the County nor the Participant shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

8.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Participant waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages.

8.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8A: INSURANCE

The Participant shall at its sole expense, maintain in effect at all times during the performance of work hereunder insurance coverage with limits not less than those set forth below and with insurers and under forms of policies acceptable to the County.

During the term of this Agreement, Participant shall maintain Workers Compensation Insurance and Employers Liability insurance in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. This coverage shall be provided on a primary basis. If any work is subcontracted, Participant shall require all subcontractors to similarly comply with this

requirement unless such subcontractor's employees are covered by the Participant's Workers Compensation Insurance policy.

Participant shall purchase and maintain during the term of this Agreement, Commercial General Liability insurance (required coverages, premises/operations, independent contractors, products/completed operations, contractual liability, broad form liability, X-C-U coverages, if applicable) in the amount no less than \$1,000,000 per occurrence.

Should any of the work hereunder involve water craft owned or operated by Participant or any subcontractor, such shall be insured under the Commercial General Liability policy or by other such liability insurance such as Protection and Indemnity in an amount no less than \$5,000,000 per occurrence.

Should any of the work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Participant or any subcontractor, Participant shall procure and maintain Aircraft Liability insurance in the amount of \$5,000,000 per occurrence bodily injury (including passengers) and property damage.

Should the Participant provide patient carrier services using Participant owned or leased vehicles, the Participant shall purchase and maintain during the term of this Agreement, Business Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions with a combined single limit bodily injury and property damage in an amount no less than \$1,000,000 per occurrence.

The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Participant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Participant under this Agreement.

The County shall be named as an Additional Insured on each liability insurance policy required, except for Workers Compensation and Business Auto Liability. The additional insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Electronic Services & Security Division, 2633 Vista Parkway, West Palm Beach, FL, 33411. All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County.

The Certificates of Insurance must provide clear evidence that Participant's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this Section, in accordance with all of the limits, terms and conditions set forth above and shall remain in force during the entire term of this Agreement. Prior to the execution of this Agreement, Participant shall deliver to County Certificate of Insurance, evidencing that such policies are in full force and effect. Such Certificates shall adhere to the conditions set forth herein. Such initial evidence of insurance shall be sent to:

Palm Beach County
C/O Facilities Development & Operations Department
Attn: Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33410

During the term of the Agreement and prior to each subsequent renewal thereof, the Participant shall provide this evidence of compliance with the insurance requirements contained herein to Palm Beach County. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. Should Participant fail to maintain the insurance required herein, the County may terminate Participant's use of the Radio System until coverage is reinstated.

County may request evidence of compliance with the insurance requirements during the term of this Agreement and Participant shall supply such evidence within forty-eight (48) hours of the County's request to do so, by delivering to the County a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect.

SECTION 9: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 10: TERM OF AGREEMENT

10.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

10.02 Renewals. The Agreement may be renewed for two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, the Participant shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

10.03 Existing Interlocal Terminated. This Agreement when effective terminates and replaces the Interlocal Agreement between County and Participant R2018-0903.

SECTION 11: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 12: TERMINATION

This Agreement shall terminate if Participant's COPCN expires or is revoked and may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable the Participant's radios from the County's System. It will be the responsibility of the Participant to reprogram the Participant's radios removing the County's System information from the radios. The Participant will complete reprogramming the Participant's radios within sixty (60) days of the date of termination. A Participant with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
Palm Beach County Electronic Services & Security Division
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Participant:

Universal Protection Services, LLC
Attn: Branch Manager
1645 Palm Beach Lakes Blvd. Suite 600
West Palm Beach, FL 33401

SECTION 14: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

SECTION 15: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 16: ENTIRE AGREEMENT

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the Participant concerning access to the EMS and Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Participant unless reduced to writing and signed by them.

SECTION 17: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's officers.

**SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL
AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 19: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Participant.

SECTION 20: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Participant warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 21: ASSIGNMENT

Participant may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 22: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23: COUNTERPARTS

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

SECTION 24: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners .

SECTION 25: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.


R2020 0767

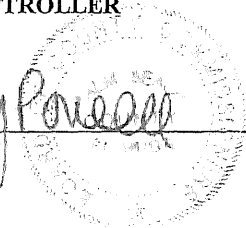
JUL 07 2020


ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

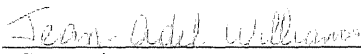
By: 
Deputy Clerk




By: 
Dave Kerner, Mayor

APPROVED AS TO LEGAL
SUFFICIENCY:

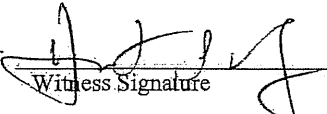
APPROVED AS TO TERMS AND
CONDITIONS:

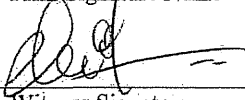
By: 
County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

PARTICIPANT:

By: 
Witness Signature
Herbert Morency
Print Signature Name

By: 
Witness Signature
Alessandro Frattitta
Print Signature Name

By: 
Participant Signature
Regional Vice President
ROBERT CHAMBERS Title

ATTACHMENT I
PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan



Universal Protection Services LLC.

October 14th, 2020

To Whom It May Concern:

Universal Protection Services, LLC. / DBA Allied Universal Security Services, is licensed through the Florida Department of Health as an Advanced Life Support provider in the State of Florida. Universal Protection Services, LLC meets Federal requirements, State of Florida and FDOH requirements and Palm Beach County Requirement to provide Emergency Medical Services on an Advanced Life Support level. We have provided EMS services for the past 20 years plus with no State or County deficiencies.

A handwritten signature in cursive script that reads 'Robert Chambers'.

Robert Chambers

Vice President

**ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER OF
UNIVERSAL PROTECTION SERVICE, LLC**
May 27, 2020

The undersigned being the sole member of Universal Protection Service, LLC, a Delaware limited liability company ("Company"), hereby takes the following action by written consent in lieu of a meeting, pursuant to Section 18-302 of the Delaware Limited Liability Company Act, and adopts the following resolutions and consents to the filing of this written consent ("Consent") in the minute book of the Company as of the date above written.

RESOLVED, that the following employee of the Company, Robert Chambers, Regional Vice President, be, and he hereby is, authorized to take the following actions: execute and deliver, on behalf of and in the name of the Company and any of its subsidiaries, any and all agreements, instruments, certificates and other documents, as deemed by such individual in the exercise of his judgment to be appropriate or necessary for the conduct of the business of the Company and its subsidiaries in the ordinary course regarding the any Universal Protection Service Agreements including, without limitation, executing and delivering any Agreement in the Company's name and on its behalf, and it is further RESOLVED, that all actions previously taken by the Company and/or Robert Chambers in connection with the matters contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned sole member of the Company has executed this Action by Written Consent acting in such capacity as of the date first set forth above.

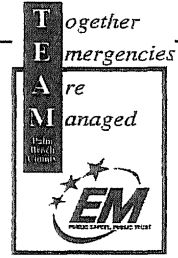
UNIVERSAL PROTECTION SERVICE, LLC
By: Universal Protection Service, LP, sole member
By: Universal Protection GP, LLC, general partner
of Universal Protection Service, LP



By: _____
David I. Buckman
Executive Vice President, Secretary and
General Counsel



Palm Beach County
Emergency Medical Services
COPCN Application



Wycliffe Golf & Country Club

Agency Name	Allied Universal DBA Universal Protection Services, LLC		
		Received By	Lynette Schurter
General Fund 0001-660-7110-4295			
Payment Received	Date		10/30/2020
	Check Number		1165925553
	Amount		\$500.00



CASHIER'S CHECK

1165925553

25-3

Date 10/27/2020

Void after 7 years

440

Remitter: ILISSA N SHANNON/DANIEL P SHANNON JR

Pay To The Order Of: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Pay: FIVE HUNDRED DOLLARS AND 00 CENTS

*** 500.00 **

Drawer: JPMORGAN CHASE BANK, N.A.

Reginald Chambers

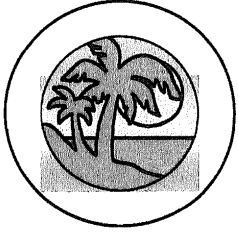
Reginald Chambers, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH



Do not write outside this box

Memo: *Wychiffe Application Fee - OBO Allied Union*
Note: For information only. Comment has no effect on bank's payment.

⑈ 1165925553⑈ ⑆044000037⑆ 758661326⑈



**Department of Public Safety
Division of Emergency Management**

20 South Military Trail
West Palm Beach, FL 33415
(561) 712-6400
FAX: (561) 712-6464
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

- Dave Kerner, Mayor
- Robert S. Weinroth, Vice Mayor
- Maria G. Marino
- Gregg K. Weiss
- Maria Sachs
- Melissa McKinlay
- Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Palm Beach Post
Classified Department
2751 South Dixie Highway
West Palm Beach, FL 33405

RE: Notice of Public Hearing regarding the approval of a Special Secondary Service Certificate of Public Convenience and Necessity (COPCN) for Universal Protection Service, LLC.

Publish: Saturday: January 2, 2021

Please publish the enclosed Public Hearing Notice regarding the issuance of a "Special Secondary Service Provider" Certificate of Public Convenience and Necessity.

Please provide this office with four (4) proofs of publication, along with your bill in quadruplicate, prior to the Public Hearing on January 12, 2021. These should be mailed to the address below:

Palm Beach County Emergency Management
Attn: Lynette Schurter
20 S. Military Trail
West Palm Beach, FL 33415-3130

Your assistance is greatly appreciated. If you have any questions, please contact Lynette Schurter at 561-712-6696.

Yours truly,

Digitally signed by Stephanie Sejnoha
Date: 2020.12.15 15:58:28 -05'00'

Stephanie Sejnoha, Director
Department of Public Safety

cc: Stephanie Sejnoha, Director of Public Safety
Lisa De La Rionda, Public Affairs
Denise Coffinan, County Attorney
Minutes Department

Certificate of Public Convenience and Necessity

Palm Beach County Emergency Medical Services

WHEREAS, there is a need for Universal Protection Service, I.L.C. to operate and provide essential emergency medical services to the citizens and visitors of Palm Beach County, Florida; and

WHEREAS, said agency has applied to provide these services; and

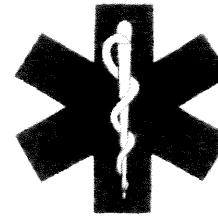
WHEREAS, said agency has indicated that it will comply with the requirements of Palm Beach County's Emergency Medical Services Ordinance (#2017-030) as amended, the Board of County Commissioners of Palm Beach County hereby issues a Certificate of Public Convenience and Necessity with conditions to said emergency medical service provider, valid from issuance on January 12, 2021 and until the earlier of termination by the Board of County Commissioners or termination of the contractual agreement with Wycliffe Golf and Country Club Homeowners Association, Inc.

In issuing this Certificate, it is understood that the agency named hereon will meet the requirements of all pertinent county and state legislation and will provide emergency medical services on a twenty-four hour basis in the area(s) designated, providing the level of service endorsed as follows:

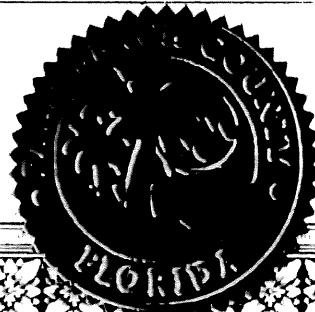


Area(s): Wycliffe Golf and Country Club Homeowners Association, Inc.

Service Endorsed: Special Secondary Service Provider - ALS Non - Transport



Stephen J. DePinto
Director, Public Safety Department



Mayor, Board of County Commissioners



Palm Beach Post
Classified Department
2751 South Dixie Highway
West Palm Beach, FL 33405

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the Board of County Commissioners of Palm Beach County, Florida, January 12, 2021 at 9:30 a.m. in the Jane Thompson Memorial Chambers, 6th Floor of the Governmental Center, 301 North Olive Avenue, West Palm Beach, Florida, for the issuance of a "Special Secondary Service Provider" Certificate of Public Convenience and Necessity (COPCN) to Universal Protection Service, LLC, a private security provider agency, to allow the agency to provide Advanced Life Support Service (ALS) first response, non-transport services to the private gated community of Wycliffe Golf and Country Club Homeowners Association, Inc. for the period from January 12, 2021, until their contractual agreement with Wycliffe Golf and Country Club Homeowners Association, Inc. is terminated.

Board of County Commissioners

 Digitally signed by Stephanie
Sejnoha
Date: 2020.12.17 08:09:54 -05'00'

Stephanie Sejnoha, Director
Department of Public Safety

Date

Please advertise on Saturday, January 2, 2021