

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** January 28, 2014

**AGENDA ITEM NO.** 23

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature:** 

**Subject:**

Approval of Amendment No. 5 – Ambulance Service Agreement  
Contract No. 034-0283-P (KF)

**Department:**

Safety & Emergency Services / Purchasing

**Staff Member Responsible:**

Bruce Moeller / Joe Lauro

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD), SITTING AS THE EMERGENCY MEDICAL SERVICES (EMS) AUTHORITY (AUTHORITY), APPROVE AMENDMENT NO. 5 FOR AMBULANCE SERVICES WITH PARAMEDICS PLUS, L.L.C. (PARAMEDICS PLUS), TYLER, TEXAS.

**Summary Explanation/Background:**

The Ambulance Service Agreement with Paramedic Plus dated June 4, 2004 was awarded by the Authority on May 25, 2004. The initial term of the Agreement was for five (5) years and provided for two (2) optional term extensions of three (3) years each. Paramedics Plus began providing ambulance services on behalf of the EMS Authority on October 1, 2004.

A summary of the previous actions for this agreement in reverse chronological order is as follows:

- Amendment No. 4, approved on January 10, 2012 provided for cost reductions and revised the remaining term extension from a three (3) year period to a two (2) year and one (1) year extension period. The board then exercised the two (2) year term extension that ends on September 30, 2014.
- Amendment No. 3, approved by the Board on July 21, 2009, provided for cost reductions and executed the first three (3) year term extension.
- Amendment No. 2, approved by the Board on September 19, 2006, provided for program improvements to meet the increased demands on the system, and;
- Amendment No. 1 approved by the Board on September 20, 2005, provided for mental health transport.

The agreement has provision for an additional one (1) year agreement term extension and may be executed with the approval of the EMS Authority.

In consideration of this amendment to the Agreement, Paramedics Plus has agreed to the following:

- To continue the cost reduction to the Authority, Paramedics Plus will provide an additional reduction of \$500,000 to the Base Service Amount for a total savings of \$2,500,000 for Fiscal Year 2015.

- Paramedics Plus will purchase eighty (80) new electrocardiograms (ECG) Monitor/Defibrillators with installation to be completed by April 15, 2014. This clinical upgrade, valued at approximately \$1,470,000, will provide state of the art cardiac monitoring and treatment capability for all ambulances and supports the Authority's efforts to standardize all ECG equipment in the EMS System. The ECG Monitor/Defibrillators are identical to the equipment purchased by the Authority for use by the cities and fire districts providing advanced life support (ALS) first responder services that includes patient care for cardiac emergencies of Pinellas County's EMS patients.
- In consideration of the continued savings to the Authority, Paramedics Plus may include up to \$250,000.00 in corporate overhead expenses for each year of Fiscal Years 2014 and 2015. This provision would allow Paramedics Plus to expense central services including payroll processing/account, training, purchasing, information technology and other corporate expenses that support Ambulance Services in Pinellas County. Otherwise, the profit cap provision remains unchanged at nine (9) percent and any profit above nine (9) percent will be returned to the Authority.
- The Authority and Paramedics Plus have continued to work with local hospitals to reduce Hospital Bed Delays. To support the Authority's cost containment effort, Paramedics Plus has agreed to cap Hospital Bed Delay reimbursements to \$15,000.00 per month. Based upon actual cost for the last two fiscal years, this cap will reduce the Authority's cost by an estimated \$140,000.00 to \$200,000.00.

**Fiscal Impact/Cost/Revenue Summary:**

Estimated FY 15 Expenditures without Amendment	\$44,255,370.94
Estimated FY 15 Expenditures with Amendment	\$41,620,366.78
Savings FY 15	\$ 2,635,004.16

Estimated Expenditures include all medical supplies and forecasted transports.  
Funding will be budgeted in the Fiscal Year 2015 EMS Budget.

**Exhibits/Attachments:**

1. Contract Review
2. 2014 Ambulance Service Agreement (Amendment No. 5)



**PURCHASING DEPARTMENT  
CONTRACT REVIEW TRANSMITTAL**

CATS  
NO.:

43931

**PROJECT: AMENDMENT 5 AND FINAL TERM EXTENSION FOR AMBULANCE SERVICES**

**BID NUMBER: 034-0283-P (KF)**

**REQ. NUMBER:**

**TYPE:** ☒ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment. Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

**RISK MANAGEMENT:** Review of Amendment 5  
This is an annual contract.

**PRODUCT ONLY** ☐

Estimated Expenditure: \$42,142,000

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Ass't. Director K. Freytag, PA	12/30/13			
2.	Requesting Dept. Craig Hare, Director of Emergency Medical Services	12/30/13		MINOR EDITS	COMPLETED C. HARE 01/13/14

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.  
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

3.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	12/30/13		Insurance requirements in original agreement (attached)	HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	1/8/14			
5.	Legal Attn: Miles Belknap Attn: Requesting Dept. Representative	1/10/14		Needs MHA to Exceed cap & fix typos in dates	UPDATED APPENDIX "A" C. HARE 01/13/14
6.	Safety and Emergency Services Executive Director Attn: Bruce Moeller	1/13/2014			
7.	Asst. County Administrator Attn: M. Woodard	1/13/14		See comments/Q's.	

**RETURN ALL DOCUMENTS TO PURCHASING**

Make all inquiries to: Karen Freytag, Procurement Analyst at Extension 4-3152  
In order to meet the following schedule, please return your requirements to Purchasing by: 01/09/2014

**TENTATIVE DATES**

Completed document to Purchasing: 01/09/14  
BCC Meeting Agenda: 01/28/14

# **AMBULANCE SERVICE AGREEMENT**

## **Amendment No. 5**

**October 1, 2014**

**PINELLAS COUNTY  
EMERGENCY MEDICAL SERVICES AUTHORITY  
12490 Ulmerton Road  
Largo, Florida 33744-2700**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2014, between Paramedics Plus, L.L.C., a foreign limited liability corporation registered to do business in Florida, and with its principal place of business at 1000 South Beckham Avenue, Tyler, Texas 75701 ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a dependent special district established by Chapter 80-585, Laws of Florida, as amended ("Authority").

### **RECITALS**

1. On May 25, 2004, Authority awarded an exclusive contract for all Ambulance Services to Contractor and an Agreement was entered into commencing October 1, 2004, with a termination date of midnight, September 30, 2009.
2. This Agreement has been amended by the parties on September 26, 2005, September 26, 2006, July 21, 2009 and January 10, 2012.
3. On January 10, 2012, Authority awarded a two (2) year extension to Contractor and an Agreement was entered into retroactive to October 1, 2011, with a termination date of midnight, September 30, 2014.
4. The Ambulance Service Agreement contains an option for renewal for one (1) one (1) year period. (Article IX, Section 901, "Term"). At this time, the Contractor and Authority wish to enter into the final one (1) year extension.

**WHEREAS**, Contractor has consistently provided a high level of commitment to the care of critically ill or injured Patients requiring Ambulance Services and has exceeded the expectations of Authority by providing excellent performance results; pursuant to the Ambulance Service Contract, Section 901, Article IX, Contractor and the Authority now desire to enter into the Ambulance Service Agreement contained herein.

**WHEREAS**, the Contractor has continued to leverage operational and financial efficiency through the economics of scale of countywide ambulance service is able to reduce the cost to the Authority.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of each other contained in the Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties do covenant and agree as follows:

**SECTION I. AMENDMENT TO SECTION 103**

Section 103 of the Ambulance Service Agreement is hereby amended by substituting the following Appendices with the revised Appendices:

- Appendix A.** Contractor Compensation Schedule
- Appendix R.** EMS Headquarters and Regional 9-1-1 Center Facilities Layout
- Appendix T.** List of Supplies/Materials Not Supplied by Pinellas County

This Agreement, together with the foregoing Appendices, constitutes the entire Ambulance Service Agreement between the Parties with respect to the exclusive provision of Ambulance Services, shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services and the Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties.

**SECTION II. AMENDMENT TO SECTION 421**

Section 421 of the Ambulance Service Agreement is hereby amended as follows:

**SECTION 421. ELECTROCARDIOGRAM EQUIPMENT**

Contractor shall replace all existing electrocardiogram (ECG) monitor/defibrillators in accordance with **Appendix T**. Such ECG monitor/defibrillators shall be deployed and

operational no later than April 15, 2014. The Authority hereby provides notice of its intent to purchase such ECG monitor/defibrillators pursuant to the terms of paragraph 6 of the Ambulance Equipment Agreement upon the termination of the now in effect Ambulance Services Agreement pursuant to Section 901 thereof. Alternatively, Authority may in its sole discretion, assign its right to purchase such ECG monitor/defibrillators to any successor provider to Contractor, effective upon the award of a contract for Ambulance Services to such successor entity. Provided however, in the event that Contractor is selected to continue beyond the term of the current Ambulance Services Agreement, the ECG monitor/defibrillators shall not be purchased by the Authority. In no event shall this purchase of ECG monitors exceed \$1,029,000.00.

### **SECTION III. AMENDMENT TO SECTION 703**

Section 703(g) of the Ambulance Service Agreement is hereby amended as follows:

For each Hospital Bed Delay, Contractor shall be compensated as provided on the Compensation Schedule up to a maximum monthly cap of \$15,000.

### **SECTION IV. AMENDMENT TO SECTION 716**

Section 716 of the Ambulance Service Agreement is hereby amended as follows:

#### **SECTION 716. PROFIT CAP**

Throughout the term of this Agreement, Contractor, at the end of each of its fiscal year, shall provide for inspection a statement of operations related to the performance of duties contained in this Agreement and any Outside Work. Such statement of operations shall be reviewed by an independent accounting firm, selected and paid for by the Contractor. For Contractor's fiscal years November 1, 2013 through October 31, 2014 and November 1, 2014 through October 31, 2015, Contractor may include up to \$250,000.00 in corporate overhead or indirect cost allocations each year. Such corporate overhead or indirect cost allocations may include central services including payroll processing/accounting, training, purchasing, information technology and other corporate expenses that support ambulance services in Pinellas County. Contractor

shall report earnings before taxes using generally accepted accounting principles (GAAP) within ninety (90) days of Contractor's fiscal year end. Any earnings before taxes, which exceed nine percent (9.0%) shall be utilized for EMS purposes with the written approval of the Executive Director. Contractor shall also provide a monthly profit and loss report for inspection.

**SECTION V. AMENDMENT TO SECTION 901**

Section 901 of the Ambulance Service Agreement is hereby amended as follows:

**SECTION 901. TERM**

Based upon the Authority's exercise of the final one (1) year extension, the term of this Agreement is hereby extended for one (1) year and shall be effective October 1, 2014 and terminate at midnight, September 30, 2015.



IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:  
KEN BURKE, CLERK


PINELLAS COUNTY EMERGENCY  
MEDICAL SERVICES AUTHORITY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

[Seal]


APPROVED AS TO FORM:

  
\_\_\_\_\_  
Office of County Attorney

ATTEST:

PARAMEDICS PLUS, L.L.C.

By: Richard Schomp

By:   
\_\_\_\_\_  
Mark Postma, Vice President

## **Appendix A**

### **Compensation Schedule**

**SUBJECT TO INFLATION ADJUSTMENT ON OCTOBER 1, 2014 FOR FY 14-15**

#### **Base Payments (Invoice I)**

Base Monthly Payment Amount	\$2,276,551.74
Critical Care Transport Base Monthly Payment Amount	\$81,466.61
Tactical EMS Base Monthly Payment Amount	\$6,485.89
Mental Health Transport Base Monthly Payment Amount	\$24,395.61

#### **Reimbursable Payment (Invoice II)**

Critical Care Transport Call-out Charges (per hour, 3 hour minimum)	\$170.40
Dedicated Standby Rate per Ambulance (per hour, 3 hour minimum)	\$104.92
Single Paramedic Standby (per hour, 3 hour minimum)	\$52.45
Long Distance Transport (per transport)	\$297.11
Long Distance Transport Mileage Charge (per mile over 25)	\$2.85
Secondary Mental Health Transport Unit (per hour)	\$48.56
Hospital Bed Delay (per 20 minute delay, up to 60 minutes per occurrence)	\$91.03
Stop-Loss Payment (per transport)	\$213.68
Disaster Vehicle Operation	\$104.92
Medical Communications Officer (per hour)	\$18.34

#### **Transport Volume**

Base Monthly Transport Volume	9,450
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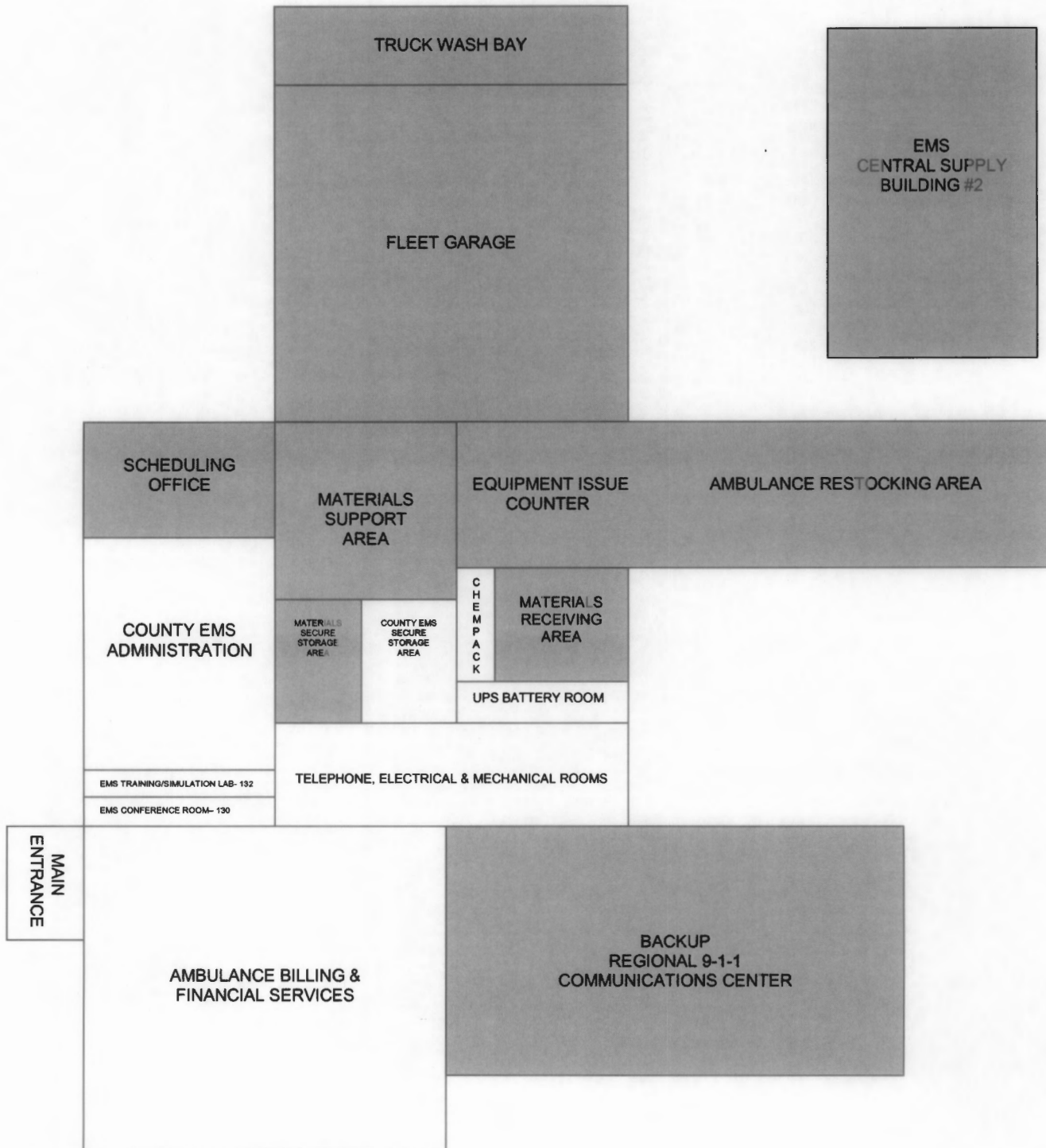
**TOTAL EXPENDITURES AND COMPENSATION FOR THIS AGREEMENT IN FY14-15 (October 1, 2014 – September 30, 2015), SHALL NOT EXCEED \$42,649,366.78. IT IS RECOGNIZED BY THE PARTIES THAT NO PAYMENT MAY BE COMPELLED OR MADE WITHOUT A WRITTEN AMENDMENT TO THIS AGREEMENT. THE PARTIES RECOGNIZE THAT IN THE EVENT OF A DECLARED EMERGENCY AS A RESULT OF A NATURAL DISASTER, IT MAY BE NECESSARY TO UTILIZE THE EMERGENCY POWERS OF CH. 252, FLORIDA STATUTES, TO AMEND THIS AGREEMENT TO INCREASE THE NOT TO EXCEED CAP.**

**IN THE EVENT THAT AN ORDER OF SUPPLIES OR OTHER MATERIALS SUBJECT TO THE PROVISIONS OF SECTION 708 OF THE AMBULANCE SERVICE AGREEMENT WOULD EXCEED THE THEN ESTABLISHED NOT TO EXCEED CAP, THE ORDER OF SUCH SUPPLIES OR OTHER MATERIALS MAY NOT BE COMPELLED BY THE AUTHORITY TO THE EXTENT OF SUCH EXCEEDANCE UNTIL SUCH TIME AS AN WRITTEN AMENDMENT RAISING THE CAP IS EXECUTED BY THE PARTIES.**

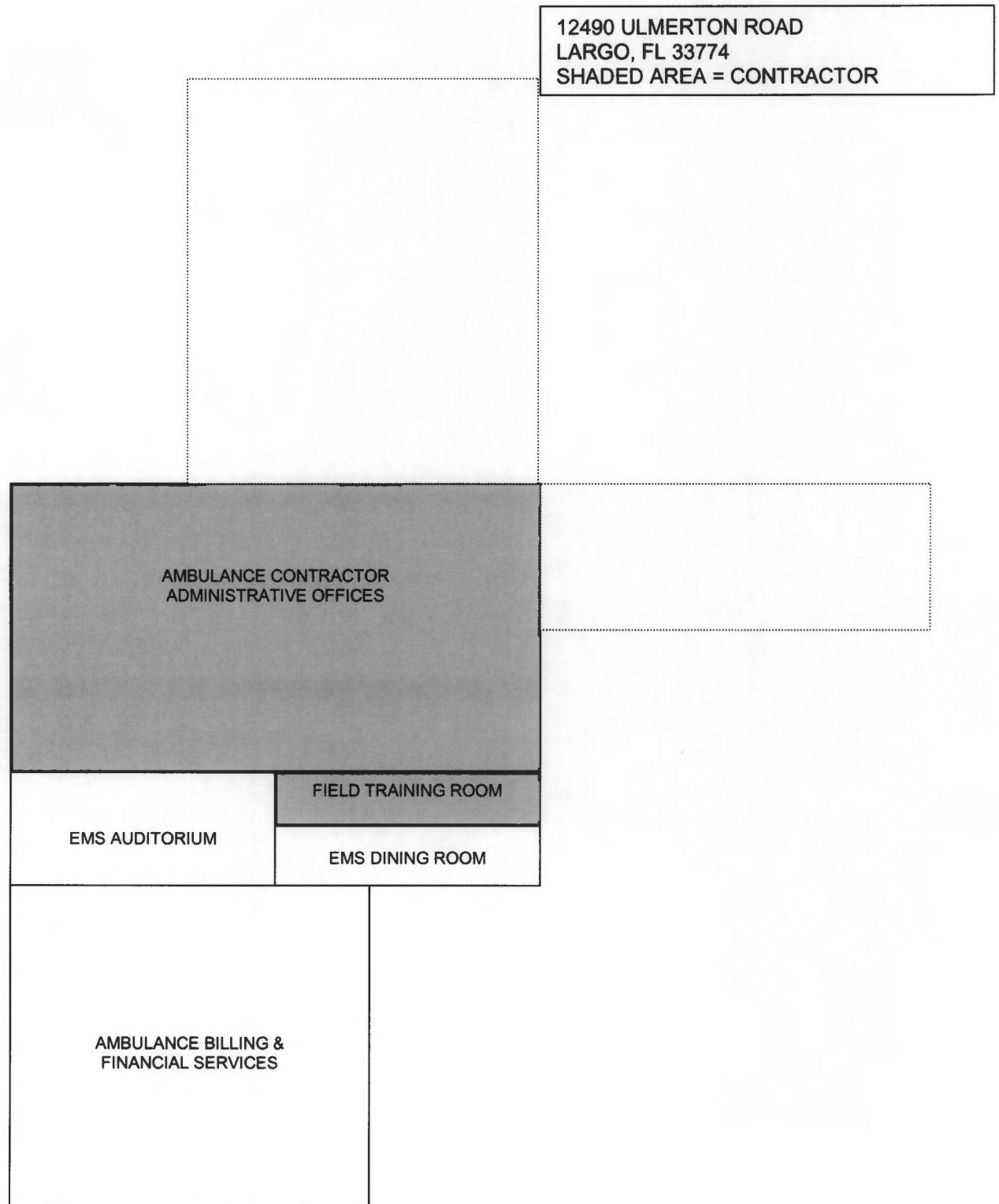
## Appendix R

### EMS HEADQUARTERS 1<sup>st</sup> FLOOR FACILITY LAYOUT Page 1 of 2

12490 ULMERTON ROAD  
LARGO, FL 33774  
SHADED AREA = CONTRACTOR



**Appendix R**  
**EMS HEADQUARTERS 2nd FLOOR FACILITY LAYOUT**  
**Page 2 of 2**



## **Appendix T**

### **THE FOLLOWING SUPPLIES / MATERIALS ARE NOT SUPPLIED BY PINELLAS COUNTY**

- All size scissors
- Assorted hand tools
- Assorted trauma bags
- Bedpans, urinals and emesis basins
- Cabinet locks or seals
- Complete on-board oxygen dispensing system and portable system including oxygen tanks, regulators and wrenches – Size “D” and “M”
- ECG Monitor/Defibrillator
  - Contractor will provide Eighty (80) Phillips MRx ECG Monitor/Defibrillators with the following clinical specifications: biphasic defibrillation, Q-CPR meter, pulse oximetry, waveform capnography, pacing, 12 lead acquisition/transmission, and non-invasive blood pressure monitoring as determined by the Medical Control Board and Authority to include all preventative maintenance/repair, cases, battery chargers and batteries as needed.
  - Specification was determined by the Medical Control Board and approved by the EMS Authority (RFP 089-0423P-SS).
  - Contractor must replace all existing Physio Control Lifepak 12s except for the Critical Care Transport Unit (primary and backup) which have invasive blood pressure monitoring.
  - Authority will provide all ECG disposable supplies and cables to include, but not limited to, ECG electrodes, Quick Combo pads, Q-CPR pads, 5 Lead Limb and Chest cables, ECG Main/Therapy/12 Lead Cables Patient Cables, NIBP Cuffs and Hoses, Pulse Oximetry cables and probes, and Capnography disposable supplies.
  - Authority will provide any other clinical upgrades required by the Medical Control Board during the term of this agreement.
- Bunker jackets and helmets
- Flashlight / batteries
- Forceps Adult/Pediatric
- Manual Blood pressure cuffs and Stethoscope(s) (Adult/Pediatric)
- Mouth prop(s)
- Laryngoscope handle and assorted laryngoscope blades
- Paper towels
- Penlight
- Rain gear
- Ring cutter
- Scoop stretcher
- Sharps containers (Fixed/Portable)
- Stair chair
- Stretcher pillows, blankets and sheets
- Stretchers (Hydraulic Standard, Manual Bariatric)
- Suction units (Fixed/Portable)
- Uniforms and accessories