

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** June 24, 2014

**AGENDA ITEM NO.** 22

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

*Curt*  
**County Administrator's Signature:**

**Subject:**

Approval of the Advanced Life Support (ALS) First Responder Agreement with the City of St. Petersburg.

**Department:**

Safety and Emergency Services

**Staff Member Responsible:**

Bruce J. Moeller, Interim Chief of Staff

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD), SITTING AS THE PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY (EMS AUTHORITY), APPROVE AND AUTHORIZE THE CHAIRMAN TO EXECUTE THE ADVANCED LIFE SUPPORT (ALS) FIRST RESPONDER AGREEMENT WITH THE CITY OF ST. PETERSBURG (CITY).

**Summary Explanation/Background:**

At the July 22, 2008, meeting, the Board discussed the financial impact of tax reform funding limitations and declining tax revenues on the costs of ALS First Responder Services. It was determined that the 2007 Emergency Medical Services ALS First Responder Agreement (2007 First Responder Agreement) was not financially sustainable. The Board acknowledged the necessity to reduce costs through termination and renegotiation of the 2007 First Responder Agreement.

At the February 17, 2009, Board meeting, the EMS Authority authorized the termination of the 2007 First Responder Agreement and, per Section 802 of that agreement, provided the minimum six (6) months notice of termination to the Contractors (15 cities and 4 independent districts). The 2009 ALS First Responder Agreement had a one-year term, effective October 1, 2009, ending at midnight September 30, 2010. There have been four (4) one-year extensions of that agreement with the current extension expiring on September 30, 2014.

County Administration and Staff met with City representatives to negotiate a new agreement. This revised ALS First Responder Agreement represents a multi-year agreement and addresses the financial sustainability concerns of both parties.

There are no operational changes in the number of Rescue Units or ALS Engines operated by the City and funded by the Authority. The revised agreement reduces costs while maintaining the current level of emergency medical services to the community.

The highlights of the new agreement are as follows:

- Section 406: Updates the information gathering process for Medical Case Reviews.
- Section 412: Outlines utilization of the Regional 9-1-1 Center and responsibility for communications equipment.
- Section 504: Identifies responsibility of the Authority to provide a fully comprehensive narcotic control system.
- Section 509: Determines that patient care reporting system equipment shall remain the property of the Authority.
- Section 701: Clarifies the compensation and other financial provisions.
- Section 702: Outlines compensation for the provision of ALS First Responder services in East Highpoint.
- Section 706: Along with Appendix F, outlines the requirement for an annual external audit of EMS funds.
- Section 710: Adds a Fiscal Non-Funding statement.
- Section 801: Outlines the term of this agreement.

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

Estimated FY14-15 Expenditure = \$12,435,195.00  
Funds are available in the EMS budget.

**Exhibits/Attachments Attached:**

Contract Review Transmittal  
ALS First Responder Agreement with the City.

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: ALS 1<sup>st</sup> Responder Agreement with the City of St. Petersburg for FY14-15</b>	
<b>CONTRACT NO.: N/A</b>	<b>ESTIMATED EXPENDITURE / REVENUE: \$12,435,195.00</b> (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

**OTHER SPECIFICS RELATING TO THE CONTRACT:** County Administration and Staff met with the City of St. Petersburg Representatives to negotiate a new agreement. This revised ALS First Responder Agreement represents a multi-year agreement and addresses the financial sustainability concerns of both parties.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Craig Hare Director, Emergency Medical Services	06/02/14	C-HARE		
<b>Risk Mgmt:</b> Virginia Holscher Director, Risk Management	6/3/14	EHC	Per various emails Special Contract/Ins. Requirements in Contract	
<b>Finance:**</b> Cassandra Williams Finance Accountant	6/3/14	CBW		
<b>OMB:**</b> Bill Berger Director, Office of Management and Budget	6/3/14	VB	Summary spreadsheet is attached for Admin info, not for the agenda.	
<b>Legal:</b> Don Crowell Managing Assistant County Attorney	6/5/14	CJC		
<b>Assistant County Administrator or Executive Director:</b> Bruce Moeller Interim Chief of Staff	6/9/2014	BM		

Please call Greg Woodrum at 647-1153 upon completion of review.  
All inquiries should be made to Craig Hare at 421-6819.

**2014**

**EMERGENCY MEDICAL SERVICES  
ALS FIRST RESPONDER AGREEMENT  
CITY OF ST. PETERSBURG**

**OCTOBER 1, 2014**

PINELLAS COUNTY  
EMERGENCY MEDICAL SERVICES AUTHORITY  
12490 Ulmerton Road  
Largo, FL 33774

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**EMERGENCY MEDICAL SERVICES  
ALS FIRST RESPONDER AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the City of St. Petersburg, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

**RECITALS**

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:



**ARTICLE I**  
**THE AGREEMENT**

**SECTION 101. RECITALS AND PURPOSE.** The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

**SECTION 102. COOPERATION.** The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

**SECTION 103. CONTRACT DOCUMENTS.** The following Appendices are attached to and made part of this Agreement:

- Appendix A.** ALS First Responder Units
- Appendix B.** Annual Compensation
- Appendix C.** ALS First Responder Contractor
- Appendix D.** EMS Districts
- Appendix E.** On-Scene Equipment Exchange Items
- Appendix F.** EMS Equipment
- Appendix G.** EMS Financial Information Attestation Form

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

**SECTION 104. SCOPE OF SERVICES.** The services to be performed by the Contractor under this Agreement include the following:

- (a)** The response of an ALS First Responder Unit to the scene of an EMS Incident.
- (b)** The on-scene Patient care by Field Personnel.

- (c) The continuation of Patient care, when Contractor's Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter. The transport of Patients to a medical facility, in extraordinary circumstances, shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

## **ARTICLE II**

### **DEFINITIONS**

**SECTION 201.      WORDS AND TERMS.** Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

**"ALS"** means Advanced Life Support.

**"ALS First Responder Services"** means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

**"ALS First Responder Station"** means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

**"ALS First Responder Unit"** means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid response to an EMS Incident . ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

**"Advanced Life Support"** means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

**"Ambulance"** means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

**"Ambulance Contractor"** means the entity selected by the Authority to provide ambulance service countywide.

**“Annual Compensation”** means the professional services fee listed on Appendix B, as may be adjusted pursuant to the terms of this Agreement.

**“Annual External Audit”** means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix G.

**“Authority”** means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

**“Authority Funded Unit”** means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

**“Automatic Aid/Closest Unit Response Agreement”** means the agreement by and between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

**“BLS”** means Basic Life Support.

**“BLS First Responder Unit”** means a vehicle equipped to provide Basic Life Support only.

**“Basic Life Support”** means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

**“CAD”** means the computer aided dispatch system.

**“Caller”** means a person accessing the response system by telephone.

**“Continuing Medical Education” or “CME”** means (1) the minimum required continuing medical education required for Emergency Medical Technicians and Paramedics to maintain certified status within the EMS System, the State of Florida, and where applicable, the National Registry of Emergency Medical Technicians; and (2) education for individuals who have a specific deficiency that must be corrected to maintain or restore their status within the EMS System.

**“Contractor”** means any one of the entities described on Appendix C.

**“Contractor Funded Unit”** means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

**“County”** means Pinellas County, Florida, a political subdivision of the State of Florida.

**“County Certified”** means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.

**“Department”** means the State of Florida Department of Health.

**“Disaster”** means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.

**“Emergency Medical Technician” or “EMT”** means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.

**“Emergency Medical Services” or “EMS”** means the services provided by the Contractor pursuant to Section 104.

**“EMS Advisory Council”** means the advisory board established by Chapter 80-585, Laws of Florida as codified in Chapter 54, Pinellas County Code.

**“EMS Districts”** means the districts designated by Authority pursuant to the Special Act and shown on Appendix D.

**“EMS Emergency”** means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.

**“EMS Equipment”** means the equipment listed on Appendix F, as may be amended from time to time by the Executive Director.

**“EMS Incident”** means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.

**“Emergency Response”** means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

**“EMS Mill”** means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

**“EMS Ordinance”** means Chapter 54, Article III of the Pinellas County Code, as may be amended.

**“EMS System”** means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the

Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

**“Executive Director”** means the Director of the EMS System, or his or her designee.

**“First Due Unit”** means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

**“Field Personnel”** means Paramedics and EMTs employed by Contractor.

**“First Responder Services”** means ALS First Responder Services.

**“Fiscal Year”** means the year commencing on October 1 of any given year and ending on September 30 of the immediately-succeeding year.

**“Force Majeure”** means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

**“Medical Case Review”** means a quality assurance review, informal investigation, medical case review or formal investigation hearing by the Medical Director and/or Medical Control Board into procedures and practices of Field Personnel.

**“Medical Control”** means the medical supervision of the EMS System provided by the Medical Director.

**“Medical Control Board”** means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

**“Medical Direction”** means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

**“Medical Director”** means a licensed physician, or a corporation, association, or partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

**“Medical Operations Manual”** means the clinical guidelines, prepared for the EMS System and

approved by the Medical Control Board, as the same may be amended from time to time.

**“On-Scene Equipment Exchange Program”** means the Authority’s program whereby an equipment item listed on Appendix E, which may be amended from time to time by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

**“Paramedic”** means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

**“Party” or “Parties”** means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

**“Patient”** means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

**“Priority Dispatch Protocols”** means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

**“Regional 9-1-1 Center”** means the Communications Center and related telephone, radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

**“Response”** means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

**“Response Time”** means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor’s first ALS First Responder Unit arrives on the scene of the incident.

**“Rules and Regulations”** means the rules and regulations adopted by the Authority, which is subject to amendment.

**“Run Cards”** means the Regional 9-1-1 Center’s computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel

time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

**“Special Act”** means Chapter 80-585, Laws of Florida, as amended.

**“Special Events”** means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

**“State”** means the State of Florida.

**“State of Emergency”** means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

**“Total Unit Hour Compensation”** means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

**“Transport”** means the transportation of Patients to any destination by Ambulance.

**“Uncontrollable Circumstance”** means a Force Majeure, an EMS Emergency or a State of Emergency.

**“Unforeseen Circumstances”** means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

**“Unit Compensation”** means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

**“Unit Hour Compensation”** means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

**SECTION 202. TERMS GENERALLY.** Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

### **ARTICLE III**

#### **REPRESENTATIONS**

**SECTION 301. REPRESENTATIONS OF AUTHORITY.** Authority represents to Contractor that each of the following statements is presently true and correct:

- (a) **Existing.** Authority has all requisite power and authority to carry on its business

as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **Financial Capability.** Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) **No Litigation.** There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

**SECTION 302. REPRESENTATIONS OF CONTRACTOR.** Contractor represents to Authority that each of the following statements is presently true and correct:

(a) **Existing.** Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.



(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

#### **ARTICLE IV**

##### **DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

##### **SECTION 401. VEHICLES AND EQUIPMENT.**

(a) **Obligation to Provide Vehicles.** At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix F. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. Contractor is responsible for providing and maintaining equivalent hardware for Contractor Funded Units. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

**SECTION 402. PRIORITY DISPATCH PROTOCOLS.** Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor shall cooperate with the Authority in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

**SECTION 403. RESPONSE TIME.** Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor's EMS District as set forth in Appendix D; and (3) for which Contractor's

ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for the St. Petersburg EMS District at or below the Response Times now enjoyed by the St. Petersburg EMS District. Such level of service is met by Authority Funded Units.

**SECTION 404. CONTINUING MEDICAL EDUCATION.** Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor's EMS personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its EMS personnel attend Continuing Medical Education training, either in classroom based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

**SECTION 405. MEDICAL QUALITY CONTROL.**

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their

representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance.** Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

**SECTION 406. MEDICAL CASE REVIEWS.** Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

**SECTION 407. PERSONNEL.**

(a) **Training and Qualifications.** All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct.** Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment.** Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator.** Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, for:

- (1) Reviewing Patient care records in accordance with procedures established by the Medical Director.
- (2) Responding to EMS Incidents and overseeing Patient care in accordance with procedures established by the Medical Director.
- (3) Monitoring Contractors' EMS personnel to ensure compliance with CME requirements.
- (4) Monitoring Contractors' EMS personnel to ensure clinical competence and good customer service.
- (5) Attending and actively participating in EMS related meetings and quality improvement committees.

#### **SECTION 408. STATE OF EMERGENCY ASSISTANCE, EMS EMERGENCY AND MUTUAL AID**

(a) **State of Emergency Assistance Within Pinellas County.** Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency.** Immediately upon notification by the Authority of an EMS

Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties.

During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Mutual Aid**. Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

**SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE**. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to insure their accuracy and coordinate any changes with any affected Contractor(s).

**SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL**. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock, and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures

that the Authority may require, as long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

**SECTION 411. PATIENT CARE REPORTING SYSTEM.** Contractor shall cooperate with the Authority in refining and improving the fully-integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply with the completion of paper reports and the data entry requirements of the EMS System and insure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

**SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.**

(a) **Regional 9-1-1 Center.** Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, and access to the County's 800MHz High Performance Data (HPD) system following the County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) Requests for Emergency Medical Assistance. Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

**SECTION 413. COMMUNITY INVOLVEMENT.** Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

**SECTION 414. LICENSURE AND CERTIFICATION.** Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's



employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

**SECTION 415. ACCURATE INFORMATION.** Any news releases, statements, or public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

## **ARTICLE V**

### **DUTIES AND RESPONSIBILITIES OF AUTHORITY**

**SECTION 501. MEDICAL DIRECTION AND CONTROL.** The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

**SECTION 502. CONTINUING MEDICAL EDUCATION.** Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally-located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

**SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT.** Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit approved on Appendix A. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. Such equipment will be replaced through the County's "P25 Communications System Upgrade" in Fiscal Years 2013-2014 or 2014-2015.

**SECTION 504. MEDICAL SUPPLIES.** The Authority shall provide and replace, as necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, on a bi-weekly basis to Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of

replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

**SECTION 505.     EXTRAORDINARY MODIFICATIONS.** Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

**SECTION 506.     BILLING.** The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

**SECTION 507.     ECG EQUIPMENT AND MAINTENANCE.** The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment and pulse oximetry/capnography equipment for Authority Funded Units including adequate spare equipment. Contractor agrees to continue using its current equipment on Authority Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor will remain responsible for the purchase, maintenance and repair of equipment for Contractor Funded Units and may use the Authority's ECG bid to purchase identical equipment. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

**SECTION 508.     BIOHAZARD WASTE COLLECTION.** The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder

Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

**SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT.** Authority shall provide, as applicable, one (1) notebook computer or tablet computer for each Authority Funded Unit approved on Appendix A. The equipment shall be utilized on Authority Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. If EMS Grant funding is available, the Authority will provide equipment and software for Contractor Funded Units. Otherwise, the Contractor will be responsible for providing equipment and software for Contractor Funded Units at their discretion when funding is available.

## **ARTICLE VI**

### **INSURANCE AND INDEMNIFICATION**

**SECTION 601. MINIMUM INSURANCE REQUIREMENTS.** Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

- (a) Provide Workers' compensation insurance as required by Florida Law.
- (b) Provide commercial general liability, employers' liability and commercial vehicle

liability insurance in limits of \$100,000 per occurrence, with \$200,000 aggregate. The limits required reflects the limits of liability for governmental entities in accordance with Section 768.28, F.S., should the State Legislature change these limits, coverage consistent with law shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage" the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

**SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS.** To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Authority shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

**SECTION 603. LIABILITY.** Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director). This Section 603 shall survive expiration or earlier termination of this Agreement.

## **ARTICLE VII**

### **COMPENSATION AND OTHER FINANCIAL PROVISIONS**

#### **SECTION 701. COMPENSATION.**

(a) **FY 2014 – 2015.** Authority and Contractor have agreed to an amount reflecting Contractor's submitted budget for EMS services during Fiscal Year 2014 – 2015. The approved budget amounts for the Fiscal Year commencing October 1, 2014, shall be equal to that shown on Appendix B.

(b) **FY 2015 – 2016 and FY 2016 – 2017.** Contractor represents that its projected budgets without including capital expenditures for rescue unit replacements for FY 2015 – 2016 and FY 2016 – 2017 are in the amounts shown on Appendix B. The actual approved budgets for FY 2015 -2016 and FY 2016 – 2017 will be based on the budgets submitted by Contractor to Authority utilizing the same processes for FY 2014 – 2015 budget development. Contractor anticipates that the capital expenditures for rescue unit replacements for FY 2015 – 2016 and FY 2016 – 2017 will be covered through subsection (f) below and that the line item for capital expenditures for rescue unit replacements for FY 2015 – 2016 and FY 2016 - 2017 will be zero.

(c) **FY 2017 – 2018 and FY 2018 – 2019.** Should the Agreement be extended pursuant to Section 801 below, the Annual Compensation (not including capital expenditures) shall be adjusted by the lesser of the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for “Tampa-St. Petersburg-Clearwater, Florida” (Bureau of Labor Statistics Series CUUSA321SA0) as of January each year (to assist in accurate budget forecasting) for the most recent twelve (12) months or 125% of the annual percentage increase in the taxable value of those properties subject to the EMS mill. In no circumstances shall the Annual Compensation be reduced if the inflation adjustment is less than zero (0) percent in any given year. For these two (2) years, if EMS reserve funds are not sufficient to cover capital expenditures for rescue unit replacements, then the budget shall include sufficient funds to provide for necessary purchases of rescue unit replacements. Alternatively, the average change in CPI or property value for Fiscal Years 2014-2015, 2015-2016, and 2016-2017, using the calculation method above, may be utilized, whichever is greater.

(d) **Capital for Rescue Unit Replacement.** Authority will provide funding for EMS vehicle replacements. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix B.. To the extent that EMS reserve funds are available pursuant to subsection (f) below, EMS reserve funds will be spent on rescue unit replacement. In the event that insufficient funds are available, Authority and Contractor agree that capital for rescue unit replacement not covered by EMS reserve funds will be set out as a separate line item in the budget submitted by the Contractor to the Authority.

(e) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(f) **EMS Reserve Funds.** Authority and Contractor acknowledge EMS reserve funds currently held by Contractor. Authority and Contractor agree that the minimum EMS reserve funds held by the Contractor should not be less than \$500,000 as the final audited balance for the end of FY 2014 – 2015, FY 2015 – 2016, and FY 2016 – 2017; if prior to September 30, 2017, the Contractor's EMS reserve funds as the final audited balance for the end of the Fiscal Year are greater than \$500,000, any necessary EMS expenses may be paid by use of the EMS reserve funds down to a minimum EMS reserve fund balance of \$500,000. Should the Agreement be extended pursuant to Section 801 below, Authority and Contractor agree that beginning in FY 2017 – 2018, the maximum EMS reserve funds held by the Contractor should not exceed \$1,000,000 as the final audited balance for the end of FY 2017 – 2018 and FY 2018 – 2019; in either Fiscal Year where the final audited balance is greater than \$1,000,000, EMS reserve funds in excess of that amount will be returned to the Authority by adjusting the next twelve (12) monthly payments by 1/12 of the excess EMS funding being held by Contractor in EMS reserve funds.

(g) If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed the amount of the projected budget in FY 2015 – 2016 or FY 2016 – 2017 in Appendix B (as adjusted pursuant to subsection (f) above) or should exceed the amount of the inflation adjusted budget in FY 2017 – 2018 or FY 2018 – 2019, Authority and Contractor agree to reopen this Section 701 no later than April 1 of the then current Fiscal Year to negotiate the Annual Compensation for the following Fiscal year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, in the event that Authority and Contractor cannot reach agreement pursuant to this provision by June 30 (or such later date agreed upon in writing by Contractor), this Agreement shall terminate on the last day of the then current Fiscal Year. In no event, unless separate agreement is made pursuant to the reopener provision of this subsection, shall the total expenditure of the Authority in any Fiscal Year exceed the total sum of the amounts shown on Appendix B plus any available EMS Reserve Fund provided in subsection (f) herein, or as calculated in subsection (c) plus any available EMS Reserve Fund provided in subsection (f) herein.

**SECTION 702. EAST HIGHPOINT.** The lump sum amount of compensation for East Highpoint services shall be equal to that shown on Exhibit B. It is hereby agreed that the amount of this yearly lump sum compensation is intended to continue at the same amount for the East Highpoint area for a period of time not to exceed four (4) years. A change in the yearly

lump sum compensation may occur should the Authority and Contractor agree in writing to such a change and choose to extend the East Highpoint Fire District Fire Protection Services Agreement for one additional five (5) year term.

**SECTION 703.      DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER UNIT.**

In the event Contractor fails to provide an ALS First Responder Unit, or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.



**SECTION 704. DEDUCTION FOR FAULTY DOCUMENTATION AND TRANSPORT PROTOCOL COMPLIANCE.**

(a) **Faulty Documentation.** In the event that the Contractor transports a Patient, under the extreme circumstances authorized by online Medical Control or in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's name, the Patient's address, the Patient's social security number, Patient's telephone number, the origin and destination of the Transport, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill. The report shall be delivered to the Authority's EMS Billing Office within four (4) business days from the date of service. If such report is illegible, incomplete or is provided to the Authority greater than four (4) business days from the date of service, then Contractor shall be subject to a deduction of One Hundred Fifty Dollars (\$150.00) for each such occurrence. The amount shall be deducted from the following monthly Annual Compensation payment.

(b) **Transport Protocol Compliance.** In the event the Contractor transports a Patient that is not authorized by online Medical Control or in compliance with the then current Medical Operations Manual transport protocols, then Contractor shall be subject to a deduction of Two Hundred Fifty Dollars (\$250.00) for each such occurrence. The amount shall be deducted from the following monthly Annual Compensation payment.

**SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES.** Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

- (a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.
- (b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

**SECTION 706.      FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE.** Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein.

Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to state the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the "EMS Financial Information Attestation Form" prepared by the Contractor and signed by the Contractor's auditor. The required "EMS Financial Information Attestation Form" is attached as Appendix G. Contractor shall provide to Authority the audited financial statement that includes the "EMS Financial Information Attestation Form" within ten (10) business days of Contractor's receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor's EMS funds.

**SECTION 707.      FUTURE/ADDITIONAL SERVICES.** Contractor and Authority understand that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be effected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

**SECTION 708.      ADDITIONAL UNITS.**

(a) **Authority Funded.** During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually-agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the

need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually-agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority.

(b) **Contractor-Funded.** Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To insure coordinated implementation of any improvements to the EMS System and to insure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and Medical Supplies for authorized Contractor Funded Units.

**SECTION 709. AUDITS AND INSPECTIONS.** At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contract, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves

in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

**SECTION 710. FISCAL NON-FUNDING.** In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

## **ARTICLE VIII**

### **TERM AND TERMINATION**

**SECTION 801. TERM.** The initial term of this Agreement shall be for three (3) years, commencing October 1, 2014 and ending at midnight September 30, 2017, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional two (2) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority and City Council approval prior to July 1, 2017. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof.

**SECTION 802. TERMINATION.**

**(a) By Authority for Cause.** This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), "cause" shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

**(b) By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), "cause" shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term,

covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By Authority or Contractor Without Cause.** This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) **Provision of Emergency Medical Services Upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor's EMS District in accordance with the Special Act, EMS Ordinance, previous litigation and orders and judgments associated therewith

**SECTION 803. RESOLUTION OF DISPUTES.** To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

## **ARTICLE IX**

### **MISCELLANEOUS**

**SECTION 901.     NON-DISCRIMINATION IN EMPLOYMENT.** The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**SECTION 902.     NOTICES.** All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

**If to Authority:**     Executive Director, Pinellas County EMS Authority  
Pinellas County Public Safety Services  
12490 Ulmerton Road  
Largo, Florida 33774

**If to Contractor:**    See Appendix C

**SECTION 903.     ENTIRE AND COMPLETE AGREEMENT.** Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

**SECTION 904.     OTHER DOCUMENTS.** Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

**SECTION 905.     APPLICABLE LAW.** Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

**SECTION 906.     WAIVER.** Unless otherwise specifically provided by the terms of this

Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**SECTION 907. SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

**SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR.** The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

**SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT.** This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

**SECTION 910. HEADINGS.** Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

**SECTION 911. COUNTERPARTS.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

**SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT.** Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority

that any actions or determinations taken in order to reach the agreement herein not be seen as a waiver of any rights either the Contractor, or the Authority may have under the Special Act, previous litigation and orders and judgments associated therewith.



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:  
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY  
MEDICAL SERVICES AUTHORITY  
By and through its Board of County  
Commissioners

by: \_\_\_\_\_  
Deputy Clerk

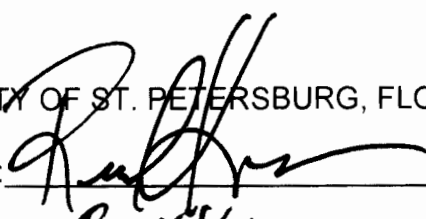
by: \_\_\_\_\_  
Chairman

(seal)

APPROVED AS TO FORM:

  
Office of the County Attorney

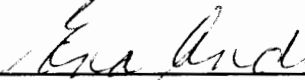
CITY OF ST. PETERSBURG, FLORIDA

By: 

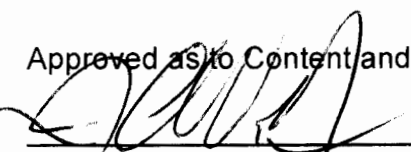
Print: Rick Krizan

Title: Mayor

Attest:

  
Eva Andujar, City Clerk

Approved as to Content and Form:

  
City Attorney (designee)

(seal)



**Appendix A**  
**ALS First Responder Units**

<b>Contractor</b>	<b>Authority Funded</b>	<b>Contractor Funded</b>
St. Petersburg	Rescue 1 Rescue 3 Rescue 4 Rescue 5 Rescue 6 Rescue 7 Rescue 8 Rescue 9 Rescue 10 Rescue 11 Engine 12 Engine 13 Engine 14	Engine 3 Engine 4 Engine 5 Engine 6 Engine 7 Engine 8 Engine 9 Engine 10 Engine 11

## **Appendix B**

### **Annual Compensation for Fiscal Year 2014 - 2015**

Contractor	FY 2014 – 2015 Annual Compensation
St. Petersburg	\$ 11,831,847.00
St. Petersburg for East Highpoint	<u>\$ 603,348.00</u>
TOTAL	\$ 12,435,195.00

### **Contractor's Projected Budget for Annual Compensation for Fiscal Year 2015 – 2016**

Contractor	FY 2015 – 2016 Projected Budget
St. Petersburg	\$ 12,829,308.00
St. Petersburg for East Highpoint	<u>\$ 603,348.00</u>
TOTAL	\$ 13,432,656.00

### **Contractor's Projected Budget for Annual Compensation for Fiscal Year 2016 - 2017**

Contractor	FY 2016 – 2017 Projected Budget
St. Petersburg	\$ 13,613,603.00
St. Petersburg for East Highpoint	<u>\$ 603,348.00</u>
TOTAL	\$ 14,216,951.00

Fiscal Year	Projected Capital
2014-2015	2 – Rescues
2015-2016	1 – Rescue, 2 – Staff
2016-2017	2 – Rescues
2017-2018	2 – Rescues
2018-2019	1 – Rescue, 1 – Staff

**Appendix C**  
**First Responder Contractor**

City of St. Petersburg  
175 Fifth St. N.  
St Petersburg, FL 33701  
Attn: Mayor's Office

**Appendix D**  
**EMS District**

The St. Petersburg EMS District is defined as the St. Petersburg Fire District, the Gandy Fire District, and the East Highpoint Fire District.

**Appendix E**  
**On Scene Equipment Exchange Items**

- Short Spinal Immobilization Devices
- Long Spinal Immobilization Devices (Adult and Pediatric)
- Traction Splints

## **Appendix F** **EMS Equipment**

### **Provided by the Authority:**

- All Medical Supplies and Equipment authorized by the Authority, except for the supplies and equipment to be provided by Contractor pursuant to this Appendix F.

- Phillips MRx ECG Monitor/Defibrillator with the following clinical specifications: bi-phasic defibrillation, Q-CPR meter, pulse oximetry, waveform capnography, pacing, 12 lead acquisition and transmission, and non-invasive blood pressure

monitoring equipment as determined by the Medical Control Board and Authority for all Authority Funded ALS First Responder Units to include all patient cables, accessories, cases, battery chargers and batteries as needed.

- Phillips MRx ECG Monitor/Defibrillators in the same configuration above shall be utilized for all reserve and spare equipment. The specific quantity shall be determined by the Authority.

- The remaining Physio Control Lifepak 12s may only be used for Special Events, a Disaster, or EMS Emergency or Evacuation Shelters. After eight (8) years of useful life the remaining Lifepak 12 equipment will no longer be used for patient care in Pinellas County.

### **Provided By Contractor:**

- Rescue equipment required by the Department

- For all Contractor Funded Units, Contractor will provide Phillips MRx ECG Monitor/Defibrillator with the following clinical specifications: bi-phasic defibrillation, Q-CPR meter, pulse oximetry, waveform capnography, pacing, 12 lead acquisition and transmission, and non-invasive blood pressure monitoring to include all patient cables, accessories, cases, battery chargers and batteries as needed.

**Appendix G**

**Pinellas County  
ALS First Responder Agreement**

**EMS FINANCIAL INFORMATION ATTESTATION FORM**

**Instructions:**

In accordance with the 2014 Emergency Medical Services ALS First Responder Agreement, monies derived from the Emergency Medical Services Mill must be used solely for Emergency Medical Services ("EMS"). A designated Emergency Medical Services Fund is used solely for EMS revenue and expenditures. The following form is provided for consistent expenditure reporting and shall be submitted within ten (10) business days of City's receipt of Annual External Audit.

To be completed by City:

City or Fire District

Name of Person Completing Form

Phone Number and Email Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FY \_\_\_\_\_

- |    |  |          |                   |
|----|--|----------|-------------------|
| 1. | EMS Funding Received by City                 | \$ _____ | Audit Page: _____ |
| 2. | EMS Expenditures Incurred by City            | \$ _____ | Audit Page: _____ |
| 3. | Difference to be placed into City's EMS Fund | \$ _____ | Audit Page: _____ |

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND SUPPORTING  
DOCUMENTATION AS NEEDED.**

We have audited the *Schedule of Revenue and Expenditures related to the Emergency Medical Services (EMS)* of the City of St. Petersburg, Florida for the year ended each September 30. The expenditures identified in line 2 above, are related to the prior Fiscal Year EMS Authority Approved Budget for EMS Authorized positions and units in accordance with the 2014 Emergency Medical Services ALS First Responder Agreement. We have reviewed payroll expenditures, salary and benefit expenditures, relief staffing expenditures incurred to maintain continuous staffing of Authorized positions, and expenditures for supervision, fuel, maintenance and repairs.

\_\_\_\_\_  
External Auditor Signature and Date