

**AMBULANCE SERVICE AGREEMENT**

**October 1, 2024**

**PINELLAS COUNTY  
EMERGENCY MEDICAL SERVICES AUTHORITY  
12490 Ulmerton Road – Suite 134  
Largo, Florida 33774-2700**

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## AMBULANCE SERVICE AGREEMENT

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between **PARAMEDICS LOGISTICS FLORIDA, LLC**, a foreign limited liability company registered to do business in Florida and with its principal place of business at 12490 Ulmerton Road, Largo, FL 33774 ("Contractor"), **PARAMEDICS LOGISTICS OPERATING COMPANY, LLC**, a foreign limited liability company with its principal place of business at 12200 US Highway 19 North, Hudson, FL 34667 ("Parent"), 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 January 12, 2024, the Authority released its Request for Proposals ("RFP") for the provision of Basic Life Support (BLS) and Advanced Life Support (ALS) Ambulance Services in Pinellas County, Florida.
2. Contractor understands a high level of commitment and performance results are required, as time is of the essence for critically ill or injured Patients requiring Ambulance Services and well-intentioned efforts do not replace consistent, high quality and timely services.
3. Pursuant to the RFP, Contractor and the Authority now desire to enter into this Ambulance Service Agreement.

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

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

**SECTION 101. PURPOSE**

The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Basic Life Support and Advanced Life Support Ambulance Services in Pinellas 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.

**SECTION 103. CONTRACT DOCUMENTS**

The following Appendices are attached to and made part of this Agreement:

- Appendix A** Compensation Schedule
- Appendix B** Invoice and Payment
- Appendix C** Performance Bond
- Appendix D** Insurance Requirements
- Appendix E** Wage Plan
- Appendix F** Staffing Calculations
- Appendix G** Medical Operations Manual
- Appendix H** Fleet Plan
- Appendix I** Technical Specifications for Ambulances & Vehicles
- Appendix J** EMS Districts & First Responders
- Appendix K** EMS Communications System
- Appendix L** Presumptive Run Codes
- Appendix M** Facilities
- Appendix N** Equipment Not Provided & On Scene Equipment Exchange
- Appendix O** Uniform Dress Code & Professional Conduct
- Appendix P** Business Associate Agreement

**Appendix Q** Sunstar Quality Committee Sample Report

**Appendix R** Subcontractor List

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 and transactions contemplated hereby, and shall supersede any prior proposal, agreement, contract, or memorandum of understanding between the Parties regarding such services. The Parties agree that the terms and conditions of this Agreement, including the Appendices, shall exclusively govern the obligations of the Parties. In the event of any conflict between the Contract Documents, the terms of the Business Associate Agreement will govern, followed by the terms of this Agreement, then the attached Appendices, which control in the order listed above.

## 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:

**“ACE Accreditation”** means the National Academies of Emergency Dispatch Accredited Center of Excellence (ACE) accreditation process and guidelines, as the same may be amended from time to time, or successor methods or programs agreed to in writing by the Authority’s Executive Director.

**“Additional Services”** means those services described in Section 412 hereof which include Critical Care Transport, Long Distance Transport, Mental Health Transport, Disaster & Specialized Response, Community Paramedic, Logistics Support and Dedicated Standby services. **“Additional Services Amount”** means the amount owing to Contractor pursuant to Section 703 hereof.

**“Advanced Life Support”** or **“ALS”** means the treatment of life-threatening and non-life-threatening trauma and medical conditions using techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and



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cardiac defibrillation by a qualified person, pursuant to Florida Law and rules of the Department.

**“Affiliate”** means any parent corporation, joint venture, subsidiary, or other legal entity with direct or indirect control of the Contractor.

**“Ambulance”** means any vehicle permitted by the Department, meeting the requirements of **Appendix H and Appendix I** and approved by the Executive Director, and operated by Contractor which is equipped to provide BLS Interfacility, BLS/ALS 9-1-1 services or Critical Care Transport, and which is designed, constructed, maintained, equipped, or operated for and used, or intended to be used for the transportation of Patients.

**“Ambulance Services”** means emergency and non-emergency Transport services offered by the Authority and provided by Contractor, including management, supervision, Additional Services, and other ambulance related services.

**“Annual Base Amount”** means the sum of all Base Amount payments paid to Contractor by the Authority in each Fiscal Year.

**“Annual Stop-Loss Payment Amount”** means the sum of all Stop-Loss Payments Amounts for each Fiscal Year less any credits provided by Contractor to Authority for any months in which the Base Services Transport Volume was not met.

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

**“Automated Aids”** means the computer hardware, software and networking provided and maintained by the Contractor to aid in the automated tracking and assignment of Vehicles, mapping, routing, monitoring performance and Vehicle status, scheduling of personnel, and any other management systems utilized by the Contractor. At a minimum, Automated Aids include a global positioning satellite (GPS) enabled mobile communications terminal purchased, installed, and maintained by the Contractor in all Ambulances, Critical Care Transport Units, and EMS Supervisor Units.

**“Base Amount”** means the amount, set forth in **Appendix A**, paid monthly to Contractor by the Authority for the provision of Base Services.

**“Base Services Transports”** means all Transports for Emergency Requests, Downgraded Emergency Requests, Non-Emergency Requests, whether scheduled or unscheduled, and Secondary Critical Care Transports, including all related support and

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ancillary services required hereunder, but excluding Additional Services. Base Services Transports are shown as priority 1, 2, 3, and 4 in accordance with **Appendix L**.

**“Base Services Transport Volume”** means the fixed monthly number of Transports for calculation purposes, as stated in **Appendix A**.

**“Basic Life Support”** or **“BLS”** means treatment of life-threatening and non-life-threatening trauma and medical conditions by a qualified person using techniques described in the Emergency Medical Responder or Emergency Medical Technician Course Curriculum of the United States Department of Transportation.

**“BLS Interfacility”** means the BLS Ambulances, specified in **Appendix H** and **Appendix I**, staffed and operated to conduct Interfacility Transports.

**“BLS/ALS 911”** means the BLS/ALS Ambulances, specified in **Appendix H** and **Appendix I**, staffed and operated to respond to Emergency Requests and Downgraded Emergency Requests.

**“Business Associate Agreement”** means the Agreement attached as **Appendix P** hereto.

**“CAD/RMS System”** or **“CAD/RMS”** or **“CAD”** or **“RMS”** means the computer aided dispatch system and Fire/EMS records management system utilized by the Contractor in the performance of its duties and provided by the County and/or the Authority. The CAD system is “Hexagon HxGN OnCall Dispatch” which is provided by a County’s Pinellas Regional Information Management Enterprise (PRIME) consortium. This unitary public safety computer aided dispatch system shall be utilized by the Contractor, 911, all First Responders, and all law enforcement agencies [Note: this system has a planned implementation of mid-2025.] The RMS system is “Image Trend Elite” which is provided by the Authority. This Fire/EMS records management system and electronic patient care reporting system shall be utilized by the Contractor, 911, and all First Responders. Predecessor or successor systems may be utilized by the County and/or the Authority at its sole discretion including RescueNET Dispatch/Billing and Electronic Patient Care Reporting System; the County’s CORE 9-1-1 Computer Aided Dispatch System; Priority Dispatch Corporation’s ProQA Paramount System or any successor systems, products or versions provided by the Authority.

**“Caller”** means a person accessing the response system by telephone, internet, or other means.

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**“CAAS Accreditation”** means the Commission on Accreditation of Ambulance Services (CAAS) accreditation process and guidelines, as the same may be amended from time to time, or successor methods or programs agreed to in writing by the Authority’s Executive Director.

**“CAMTS Accreditation”** means the Commission on Accreditation of Medical Transportation Services (CAMTS) accreditation process and guidelines, as the same may be amended from time to time, or successor methods or programs agreed to in writing by the Authority’s Executive Director.

**“Continuing Medical Education”** or **“CME”** means the medical education training program, through distance learning or classroom-based courses, provided in accordance with the EMS Rules & Regulations.

**“CME Instructor”** means a County Certified Paramedic or County Certified registered nurse, employed, and approved by the Contractor or a First Responder, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME Course(s), specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment related to training as contemplated by the EMS Rules & Regulations.

**“CMS”** means the Centers for Medicare & Medicaid Services.

**“Contractor”** means collectively the PARAMEDICS LOGISTICS FLORIDA, LLC and the PARAMEDIC LOGISTICS OPERATING COMPANY, LLC who provides professional Emergency Medical Services.

**“Contractor Confidential Information”** means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or

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confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

**“Controlled Substances Inventory Management Specialist”** means the full-time person responsible for managing the centralized controlled substances repository and tracking systems. Such person shall meet all requirements contained in the EMS Rules & Regulations and all Drug Enforcement Agency (DEA) regulatory requirements.

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

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

**“Course(s)”** means any individual CME offering available online or through classroom-based training classes. Regular CME Courses, whether online or classroom-based, will be two (2) hours in duration.

**“Critical Care Transport”** means Transport of Patient(s) in a Critical Care Transport Unit.

**“Critical Care Transport Unit”** means the designated enhanced ALS Ambulance(s) described in Section 402 hereof and used for Transport of Patients who may require a higher level of clinical monitoring and/or treatment than may be provided by a non-Critical Care ALS Ambulance.

**“Dedicated Standby”** means the posting of a dedicated Ambulance(s), special rescue unit(s), medical tent staffing, and/or a single EMT/Paramedic at a special event location with such Ambulance(s) and crews being exempt from the then-current System Status Plan.

**“Department”** means the State of Florida Department of Health, its divisions or other state agencies such as the Agency for Health Care Administration, having jurisdiction over EMS or Ambulance Services.

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

**“Disaster and Specialty Response Units”** means transport capable medical ambulance buses, medical supply delivery trucks, rehabilitation unit(s), equipment and supply trailers, towing vehicles, transport capable all-terrain vehicles, or any emergency vehicles

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provided and maintained by the Authority for the purposes of evacuation, transport, or care of the sick and injured.

**“Downgrade”** or **“Downgraded”** means the discontinuance of the use of emergency warning devices, such as lights and sirens, during a Response to an Emergency Request.

**“Downgraded Emergency Request”** means an Emergency Request which, either (1) during a Response, or (2) during the elapsed time from when a Request is received to when Contractor arrives on the scene, is Downgraded by a First Responder or dispatch personnel in compliance with the Medical Operations Manual.

**“Emergency Medical Dispatcher”** or **“EMD”** means any person who is a Paramedic or EMT certified to provide Pre-Arrival Instructions. Emergency Medical Dispatcher are not required to complete a field internship or work as a field Paramedic or EMT. Individuals handling the Medical Communications function must be a Paramedic. EMDs and Contractor’s Personnel who work in or have access to the Regional 9-1-1 Center must meet the then current background screening, fingerprinting, Florida Department of Law Enforcement, and Pinellas County Sheriff’s Office requirements for public safety telecommunicators. EMDs must attain and maintain 9-1-1 public safety telecommunicator certification in accordance with § 401.465, Florida Statutes.

**“Emergency Medical Responder”** or **“EMR”** means any person who is trained in Basic Life Support, who is County Certified, to perform such services in emergency and non-emergency situations.

**“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 and non-emergency situations.

**“Emergency”** or **“Emergency Response”** means the use of emergency warning devices, such as lights and sirens, during a Response to an Emergency Request.

**“Emergency Request”** means a request for emergency services received directly at EMS Communications within the Regional 9-1-1 Center, or a request for emergency services transferred from the Regional 9-1-1 Center to EMS Communications with transfer of the 9-1-1 computer data and/or Caller.

**“Emergency Transport”** means a Transport resulting from (1) a Response to an Emergency Request, or (2) a Response to a Non-Emergency Request that results in a need for emergency services and red lights and sirens during transport.

**“EMS”** means emergency medical services.

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**“EMS Communications”** means portion of the Regional 9-1-1 Center facility, provided by the Authority, where Contractor operates Ambulance Dispatch and Communications. The Authority may elect to relocate the EMS Communications function if it so chooses.

**“EMS Communications System”** means the communications system, as described on **Appendix K**, whereby Contractor receives Requests and dispatches Vehicles.

**“EMS Districts”** means the districts designated by the Authority, pursuant to the Special Act. The listing of EMS Districts, pursuant to Resolution 14-66, is attached as **Appendix J** as may be amended.

**“EMS Emergency”** means any occurrence or threat thereof, in the County or any municipality herein, or in any surrounding County or Counties, which may result in unexpected increased demand for Ambulance Services and is designated as such by the Executive Director or the Authority.

**“EMS Rules & Regulations”** means the rules and regulations adopted by the Authority as may be amended from time to time.

**“EMS Supervisor Unit”** means the designated vehicles meeting the requirements of **Appendix I**, approved by the Executive Director, and operated by Contractor.

**“EMS System”** means the network of organizations and individuals established to provide Emergency Medical Services to citizens of the County and includes citizen CPR training and public education, EMS Communications Center operations, First Responders, all Ambulance Services, materials, and fleet management, and medical quality control.

**“Event of Default”** means an event of default described in Section 801 hereof.

**“Executive Director”** means the Authority’s Director of the EMS System or his designee.

**“First Responder”** means any entity through which the Authority provides First Responder Services within Pinellas County. The current listing of First Responders is attached as **Appendix J** hereto, as may be amended from time to time.

**“First Responder Services”** means the provision of rapid response, on scene Patient care, and specialized rescue services including, but not limited to fire suppression, extrication, water rescue, tactical emergency medical services, technical rescue, and hazardous materials mitigation, by BLS and ALS First Responders to Emergency Requests in Pinellas County. First Responder Paramedics and EMTs provide manpower at the scene of the Emergency Request in addition to that provided by Ambulance Personnel; First Responder Paramedics and EMTs provide additional manpower onboard

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the Ambulance if the Patient's condition indicates the need for such additional support; and additional manpower at the request of Ambulance Personnel for special situations requiring additional personnel (such as the handling of these Patients).

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

**"Fleet Maintenance Unit"** means the designated vehicle meeting the requirements of **Appendix I**, approved by the Executive Director, and operated by Contractor.

**"Health Care Facility"** means any hospital or facility licensed under Chapters 395 or 400, Florida Statutes, and any successor statute.

**"Hospital Bed Delay"** means the continuation of Patient care at a Hospital which exceeds twenty (20) minutes after transport from the scene of an Emergency Request or a Downgraded Emergency Request. The time interval shall be calculated from arrival at the Hospital until the time the Hospital assumes responsibility for the Patient by receiving verbal report and placing the Patient on a Hospital stretcher, in a wheelchair or in the emergency department waiting room. A Hospital Bed Delay does not include Non-Emergency Requests, Scheduled Transports, direct admissions, or crew delays for clean-up, documentation, or other tasks.

**"Incident Command System"** means the on-scene management of an emergency incident and the structure and organization of responding resources within a standard hierarchy following the then current National Incident Management System. All resources, including resources provided by the Ambulance Contractor, are subject to the direct orders and assignments of the incident commander and/or the branch/division/section officer, as applicable, to affect the timely and orderly mitigation of the emergency.

**"Interfacility Transport"** means the Transport of a Patient from one Health Care Facility to another Health Care Facility, and between a Health Care Facility and a Patient's home.

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**“Just Culture”** means the framework as defined in the EMS Rules & Regulations of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care services; supporting a professional environment and culture that encourages and supports Personnel; understands human errors occur and how accountability is assured through consoling, coaching, counseling, remedial training, or corrective action.

**“Learning Management System”** means the integrated fire and EMS software system utilized by the Authority, Contractor and First Responders for online training, classroom-based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority’s staff and Medical Director shall have administrative rights to upload and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. Contractor will utilize the common software platform, Vector Solutions, or a successor software product as determined by the Authority.

**“Liquidated Damages Amount”** means the sum of all liquidated damages owed to the Authority pursuant to Article VII hereof.

**“Long Distance Transport”** means any Patient Transport with a destination outside of Pinellas, Pasco, or Hillsborough County by an Ambulance.

**“Medical Case Review”** means a service inquiry, quality assurance review, or medical review hearing by the Medical Director and/or Medical Control Board, into incidents, procedures, and practices of Personnel.

**“Medical Communications”** means the function provided by Contractor using a specially trained EMD, EMT or Paramedic, who relays information to hospitals, monitors the status of hospitals and EMS system resources in accordance with the Medical Operations Manual. This function coordinates communications between the Regional 9-1-1 Center staff, Medical Direction, First Responders, field Personnel, and Hospitals to coordinate the most appropriate Hospital destination, mitigate Hospital Bed Delays, disperse Patients from a mass casualty incident and maintain Hospital bypass and closure status. This function must be staffed continuously and requires rapidly answering phone calls and radio transmissions to ensure timely coordination between field Personnel, Medical



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Direction and Hospitals. During off peak times, Contractor may assign other duties to Personnel performing this function.

**“Medical Control Board”** means the board appointed by the Authority and having the duties and responsibilities set forth, pursuant to the Chapter 54, Article III, of the Pinellas County Code, and any rules and regulations adopted pursuant thereto.

**“Medical Direction”** means medical supervision of the EMS System provided by the Medical Director 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, which employs a licensed physician for the purpose of providing Medical Direction to the EMS System.

**“Medical Operations Manual”** means the clinical guidelines, a copy of which is attached hereto as **Appendix G**, prepared for the EMS System, and approved by the Medical Control Board, as the same may be amended from time to time.

**“Medical Supply Unit”** means the designated vehicles meeting the requirements of **Appendix I**, approved by the Executive Director, and operated by Contractor.

**“Mental Health Client”** means an individual who is voluntarily or involuntarily protected in accordance with the Florida Mental Health Law (Baker Act), Chapter 394, Florida Statutes, and requires transportation to or from a Health Care Facility.

**“Mental Health Transport”** means inter-facility transport of Mental Health Client(s) in a Mental Health Transport Unit from one Health Care Facility to another Health Care Facility in accordance with the Protocols of the Medical Control Board. Contractor shall coordinate with the sending and receiving facilities to ensure that assistance will be provided by the facility when Mental Health Clients are transferred between the Mental Health Transport Unit and the facility.

**“Mental Health Transport Driver” or “MHT Driver”** means any person who is specially trained and certified for Mental Health transport, and who is County Certified to perform such services.

**“Mental Health Transport Services”** means the specially trained personnel, vehicle(s), equipment, and management of a unique service designed to handle the safe and dignified, voluntary and involuntary, inter-facility transportation of Mental Health Clients, in accordance with Chapter 394, Florida Statutes, and any successor statute.

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**“Mental Health Transport Unit”** means the designated Vehicle(s) meeting the requirements of **Appendix I** and approved by the Executive Director, and operated by Contractor, which is equipped to provide Mental Health Transport Services. Such vehicle shall be designed, maintained, equipped, or operated for and used, only for the transportation of Mental Health Clients under the intent of this agreement.

**“Mental Health Transport Unit Response Time”** means the time elapsed from the requested pickup time to the time of arrival of the Mental Health Transport Unit for a Mental Health Transport.

**“Non-Emergency Request”** means a request not meeting the definition of Emergency Request.

**“Non-Emergency Transports”** means those Transports, not meeting the definition of Emergency Transport.

**“Non-Transport”** means a response by Ambulance to a Request which does not result in a Transport, and which is not eligible for compensation hereunder.

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

**“Party” or “Parties”** means either the Authority or 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 or is likely to need, medical attention or care on scene and/or during Transport to or from a Health Care Facility.

**“Patient Care Report”** means a complete electronic medical record with the dispatch record; the First Responder’s patient demographics, assessments and treatments documented; the patient care report written by Contractor’s Personnel; and any other required paper or electronic forms (i.e. physician certification statement (PCS) forms) in which all data fields necessary for billing are complete with accurate information. Such electronic medical record shall be fully documented in the Authority’s CAD/RMS system.

**“Performance Bond”** means the financial instrument in the amount of Three Million and 00/100 (\$3,000,000.00) Dollars issued to the Authority, a copy of which is attached hereto as **Appendix C**.

**“Performance Requirements”** means the requirements of this Agreement intended to ensure that (1) when a Request comes into the EMS Communications Center, an

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Emergency Medical Dispatcher, approved by the Medical Director, shall answer that request promptly, must follow approved telephone protocols, offer planned Pre-Arrival Instructions if appropriate, and must appropriately manage the Response; (2) Response Times meet the requirements provided herein; (3) Vehicles be designed and equipped as provided herein; (4) clinical performance be consistent with approved medical standards and protocols; (5) the conduct and appearance of all Contractor Personnel be professional and courteous at all times in accordance with **Appendix O**.

**“Personnel”** means all employees including, but not limited to, Emergency Medical Responders, Emergency Medical Technicians, Emergency Medical Dispatchers, fleet mechanics, materials management assistants, managers, Paramedics, MHT Drivers, Registered Nurses, supervisors, and Senior Management employed by Contractor.

**“Pharmaceutical Supplies”** means all pharmaceuticals, controlled substances, and prescription required equipment and supplies.

**“Pre-Arrival Instructions”** means the Caller interrogation and instructions, as set forth in the National Academies of Emergency Dispatch’s Medical Priority Dispatch Protocol or any successor method approved by the Executive Director, the Medical Director, and the Medical Control Board, which instructions are given by an Emergency Medical Dispatcher, at the EMS Communications Center to a Caller prior to arrival of a First Responder or Ambulance.

**“Primary and Secondary Critical Care Transport Units”** means the two ALS Ambulances, one heavy duty and one medium duty chassis, as defined in **Appendix I** attached hereto, which is specially designed, equipped and staffed as a Critical Care Transport Unit.

**“Primary Mental Health Transport Unit”** means the designated Vehicle meeting the requirements of **Appendix I** and approved by the Executive Director, and operated by Contractor, which is equipped to provide Mental Health Transport Services. Such vehicle shall be designed, maintained, equipped, or operated for and used, only for the transportation of Mental Health Clients under the intent of this agreement.

**“Priority Dispatch Protocols”** means the protocols described in Section 402(b) hereof; or any future variation determined by the Authority’s Executive Director.

**“Production Standards”** means no less than twenty (20) Ambulances scheduled, fully staffed, and on the road at all times. No more than twenty-five percent (25%) of BLS/ALS 9-1-1 Ambulances may be operated at the BLS level at any given time.

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**“Quality Management Principles”** means the criteria and guidelines for organizational performance excellence published by the Florida Sterling Council, as may be amended from time to time, or successor methods or systems approved in writing by the Authority’s Executive Director.

**“Regional 9-1-1 Center”** or **“9-1-1”** means the Public Safety Answering Point and Emergency Communications Center operated and maintained by the County for the purpose of receiving 9-1-1 calls from citizens.

**“Registered Nurse”** means a person who is County Certified and licensed to practice professional nursing pursuant to the provisions of Chapter 464, Florida Statutes and any successor statute and regulations.

**“Reimbursement Amount”** means the amount reimbursed by the Authority to Contractor for supplies, as provided in Section 708 hereof.

**“Request”** means either an Emergency Request or a Non-Emergency Request.

**“Response”** means the act of responding to a Request, which act begins with the dispatching of an Ambulance and, (1) in the case of a Request which does not result in a Transport, ends with cancellation of the Ambulance responding to the Request; or (2) in the case of Request resulting in a Transport, ends with the arrival of the Ambulance at the scene for Patient Transport.

**“Response Time”** means in the case of an Emergency Request or Downgraded Emergency Request the actual time elapsed from the moment Contractor’s dispatcher has a “waiting call” in CAD to the moment Contractor’s Ambulance arrives at the scene. A “waiting call” in CAD is defined as Regional 9-1-1 or Contractor’s EMD obtaining the call location and the EMD determinant or the nature of the call when EMD is not performed. For Non-Emergency Requests, the time elapsed from the requested pickup time to the time of arrival for Patient Transport.

**“Reserve Critical Care Transport Unit”** means an Ambulance equipped and staffed to operate as a Critical Care Transport Unit to meet demand when the Primary and Secondary Critical Care Transport Units are engaged in transport services or are unavailable due to maintenance.

**“Reserve Mental Health Transport Unit”** means a Vehicle equipped and staffed to operate as a Mental Health Transport Unit to meet demand when the Primary Mental Health Transport Unit is engaged in transport services or is unavailable due to

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maintenance. The Reserve Mental Health Transport Unit must be an unmarked multi-passenger van with, as a minimum, two personnel and all the equipment and supply requirements met, except for the mobile radio and safety barrier. Contractor may not use an Ambulance, Critical Care Transport Unit, Medical Supply Unit, or an EMS Supervisor Unit as a Reserve Mental Health Transport Unit.

**“Secondary Mental Health Transport Unit”** means the designated Vehicle meeting the requirements of **Appendix I**, approved by the Executive Director and operated by Contractor, which is equipped to provide Mental Health Transport Services. Such Vehicle shall be designed, maintained, equipped, or operated for and used, only for the transportation of Mental Health Clients under the intent of this agreement.

**“Safe Useful Life”** means with respect to type II or type III Ambulances, six (6) years; with respect to heavy-duty chassis Primary and Secondary Critical Care Transport Units, eleven (11) years; with respect to the Mental Health Transport Unit, Medical Supply Units, and EMS Supervisor Units, seven (7) years. Ambulance patient compartments may be “remounted” up to two (2) times provided the refurbished Ambulance meets all then current safety and operational standards and requirements as determined by the Authority.

**“Service Level Stabilization Transports”** means Transports not handled by the Contractor to stabilize the workload and Emergency, Downgraded Emergency and Non-Emergency Response Times of the Contractor’s Ambulances. Such Transports may, be authorized by the Authority at its sole discretion through its Executive Director or designee, utilize First Responder Transports, special rescue units staffed by First Responders, or mutual aid ambulances to the extent necessary to ensure Emergency, Downgraded Emergency and Non-Emergency Response Times are met daily.

**“Senior Management”** means the Contractor’s Chief Executive Officer, Chief Operating Officer, Chief Administrative Officer, Director of Operations, Director of Clinical Services, Director of Communications or similarly titled and ranked directors and managers.

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

**“Special Operations”** means the coordination and oversight of the following: incident action plans and/or incident briefing forms for special events and Dedicated Standby; preparedness and response of Disaster and Specialty Response Units; rehabilitation unit responses; preparedness and response of medical supply carts to Disaster sites, EMS

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Emergency incidents or evacuation shelters; mutual aid deployments; response to incidents requiring Special Operations. The Special Operations supervisor shall be a specially trained EMS supervisor who is a Certified Paramedic. Such supervisor shall serve as a liaison with the County hazardous materials response team, County technical rescue team, and tactical EMS teams and may be assigned to attend disaster and preparedness related meetings and committees. The Special Operations supervisor shall not be required to be specially trained in hazardous materials, technical rescue or tactical EMS.

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

**“State of Emergency”** means a Disaster that has been declared by proclamation of the Federal, State, or County government.

**“Stop-Loss Payment Rates”** means per Transport BLS Interfacility, BLS/ALS 9-1-1 compensation amounts set forth in **Appendix A**.

**“Stop-Loss Payment Amount”** means the amount arrived at each month by multiplying the Stop-Loss Payment Rates by the number of the combined BLS-Interfacility and BLS and ALS 9-1-1 Base Services Transports in excess of the Base Services Transport Volume. In determining the Stop-Loss Payment Amount, transports will be sorted in chronological order.

**“System Status Plan”** means an algorithmic management system for deploying and redeploying Ambulances.

**“Traffic Preemption System”** means a comprehensive system provided by the Authority that overrides the normal operation of traffic signals during the emergency response of an Ambulance to reduce Emergency Response Times and increase safety. Such system changes the upcoming traffic signal to green or holds a green signal so the Ambulance can safely proceed through the intersection. Traffic Preemption System equipment shall be provided for Contractor’s Ambulances, Critical Care Transport Units, and EMS Supervisor Units. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.

**“Transport”** means all Emergency and Non-Emergency transportation in BLS or ALS Ambulances by Contractor of Patients.

**“Uncontrollable Circumstance”** means any act, event, or condition other than a labor strike, work stoppage, or slowdown, which has or may reasonably be expected to have a

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direct material adverse effect on the rights or obligations of a Party hereunder if 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. Such acts, events, or conditions shall include an act of God and/or a State of Emergency. Normal weather conditions in Pinellas County are not considered an Uncontrollable Circumstance.

**“Vehicles”** means the Ambulances, Primary and Secondary Critical Care Transport Units, EMS Supervisor Units, Fleet Maintenance Unit, Medical Supply Unit, and Mental Health Transport Units approved by the Authority and identified and described in **Appendix I**, as the same may be amended and updated from time to time with the approval of the Executive Director.

**“Wage Plan”** means the employee compensation plan provided by the Contractor in accordance with **Appendix E**.

**“Wholesale Rate”** means the product of dividing the Base Amount by the Base Services Transport Volume.

## **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. The words “approved,” “designate,” or similar words shall be deemed to be preceded by the word “reasonably,” except as the context may otherwise require.

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**ARTICLE III****REPRESENTATIONS****SECTION 301. REPRESENTATIONS OF AUTHORITY**

The Authority represents to Contractor that each of the following statements is presently true and correct:

**301.1 Existing.** The Authority is a dependent special district existing under the laws of the State of Florida and 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.

**301.2 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 the 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 the Authority.

**301.3 Enforceability.** This Agreement constitutes a legal, valid, and binding obligation of the Authority enforceable against the 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 creditors' rights generally and subject to usual equitable principles if equitable remedies are involved.

**301.4 Financial Capability.** The Authority is fully capable, financially, and otherwise, to perform its obligations hereunder.

**301.5 No Litigation.** There are no pending, or to the knowledge of the Authority, threatened, actions or proceedings, before any court or administrative agency to which the 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 and warrants to the Authority that each of the following statements is presently true and correct:



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**302.1 Existing.** Contractor is authorized to do business in the State of Florida and has all requisite power and Authority in Florida to carry on its business as now conducted, to own or hold or otherwise 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 a party.

**302.2 Due Authorization.** This Agreement has been duly authorized by all necessary actions 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 at the time such action is required (i) requires the approval and consent of any other party, except such as have been duly obtained, certified copies thereof having been delivered to the Authority; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Contractor; or (iii) the charter or bylaws of Contractor or any other agreement or instrument in existence on the date of this Agreement to which Contractor is a party.

**302.3 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 creditors' rights generally and subject to usual equitable principles if equitable remedies are involved.

**302.4 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 of 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.

**302.5 Financial Capability.** Contractor is fully capable, financially, and otherwise, to perform its obligations hereunder.

**302.6 Professional Services.** Under this agreement the contractor shall conduct professional Emergency Medical Services under the direct clinical supervision of a Medical Director who is hired and contracted by the Authority to be in charge all emergency medical care for the citizens of Pinellas County. These professional services are to be monitored, directed, and performed under the Medical Director's auspices, clinical instruction, and direction.

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## ARTICLE IV

### DUTIES AND RESPONSIBILITIES OF CONTRACTOR

#### **SECTION 401. PERSONNEL**

**401.1 Personnel Qualifications.** All persons employed by Contractor in the performance of work under this agreement shall be trained and qualified at a level consistent with the standards established by the Authority for delivering Patient care and shall hold appropriate permits in their respective trades or professions.

**401.2 Competitive Wage and Benefit Plan.** Contractor shall have unrelenting efforts in attracting, recruiting, and retaining a highly qualified and skilled workforce through competitive wages and benefits and professional work environment. Contract shall compensate Paramedics, EMTs and listed Personnel in accordance with the wage plan described in **Appendix E** attached hereto.

**401.3 Full-Time Workforce.** Contractor shall ensure not less than eighty percent (80%) of Paramedics are employed in a full-time capacity. Further, Contractor shall ensure not less than eighty (80%) of EMTs are employed in a full-time capacity. Contractor shall report its compliance to this provision monthly using the method described in **Appendix F** attached hereto.

**401.4 Professional Conduct and Appearance.** The Parties understand that the EMS System always requires professional appearance and polite, courteous conduct from Contractor's Personnel, supervisors, middle management, and Senior Management. Contractor shall establish a nepotism policy to ensure Senior Management members are not relatives. "Relative" for this purpose means a spouse, domestic partner, child, parent, grandparent, grandparent, grandchild, brother, sister, aunt, uncle, niece, nephew, or first cousin, whether by blood, marriage, or adoption. This includes relatives designated as "in-laws," "half", and "step."

**401.5 FDLE Background Check.** Contractor shall ensure all Personnel that have access to the CAD/RMS System and system information have received criminal background screening by the Florida Department of Law Enforcement (FDLE), Criminal Justice Information Services (CJIS) to the CJIS Level 2 requirements, and have complied with all initial and ongoing training requirements. Personnel that have been denied CJIS Level 2 clearance shall not access the CAD/RMS System. Contractor shall have in place a local

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policy to ensure that all rules required by the FDLE surrounding access to CAD/RMS and the information contained within are strictly followed. The background check will be at no cost to the Contractor. The Contractor shall be responsible any costs associated with its Personnel completing the initial and on-going training required by FDLE.

**401.6 Work Schedules.** Contractor shall utilize reasonable work schedules, shift assignments, and provide working conditions that assist in attracting and retaining highly qualified personnel. Contractor shall utilize management practices, which ensure that Personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent which might impair judgment or motor skills. Contractor understands that the Medical Control Board or the Authority may establish reasonable rest standards as deemed necessary to protect Patients from the possibility of error caused by exhaustion of Personnel. The Authority and Contractor agree to accept such standards. The imposition of such standards by the Authority or the Medical Control Board shall not be considered an increase in production standards eligible for compensation adjustment.

**401.7 No Restriction of Employment.** Except for any scheduling restrictions set forth by the Medical Control Board and the full-time staffing requirement contained in Section 401.6 hereof, nothing in this Agreement is intended to restrict employment by Contractor of off-duty fire department personnel.

**401.8 Removal.** The Authority may require the removal of any person employed by Contractor who misconducts himself/herself or is incompetent or negligent in the due and proper performance of his/her duties. Contractor shall not reassign such persons for the provision of Ambulance Services and ancillary services under this Agreement without the prior written consent of the Authority's Executive Director.

## **SECTION 402. VEHICLES, FACILITIES AND EQUIPMENT**

**402.1 Obligation to Provide Vehicles.** Contractor shall, at its own cost and expense, furnish all Authority-approved Vehicles and equipment necessary and essential to the performance of this Agreement. Such Vehicles and equipment must meet the specifications set forth in **Appendices H and I** attached hereto. Contractor shall maintain a minimum BLS/ALS 9-1-1 fleet size not less than one hundred forty percent

(140%) of maximum scheduled peak load unit coverage, but in no event, less than seventy-five (75) BLS/ALS 9-1-1 Ambulances. Up to twenty-five percent (25%) of the BLS/ALS 9-1-1 Ambulances may be permitted as both BLS and ALS Ambulances by the Department.

Contractor shall maintain a minimum BLS Interfacility fleet size not less than one hundred thirty percent (130%) of maximum scheduled peak load unit coverage, but in no event, less than twenty-five (25) BLS Interfacility Ambulances. The Primary and Secondary Critical Care Transport Unit(s) are not to be counted.

**402.2 Maintenance of Vehicles and Fuel.** Contractor shall be responsible for maintenance and repair of all Vehicles, and for furnishing maintenance equipment, supplies, repairs, spare parts, replacement vehicles, and fuel. During the term of this Agreement, the Authority may, after an inspection, require Contractor to replace any Vehicle, or part thereof, at any time, that does not comply with the standards contained herein. Contractor shall otherwise provide and replace Vehicles in accordance with the Vehicle Plan, as defined in **Appendix H**. Contractor shall report out-of-service Vehicles in accordance with any procedures established by the Authority.

**402.3 County Fuel.** With respect to fuel, Contractor may, at its option, obtain fuel for its operations provided under this Agreement from the County at its fueling stations. In the event Contractor elects to obtain fuel from the County, the Contractor and the County shall agree, by separate document, to the method of supplying such fuel to Contractor, and the Authority shall document and monitor Contractor's fuel consumption under this Agreement and report such to Contractor each month. Contractor as provided in Section 706 shall pay the cost of such fuel hereof.

**402.4 On-Board Equipment and Supplies.** All Ambulances and Critical Care Transport Units of Contractor shall carry equipment, supplies, and pharmaceuticals sufficient to meet or exceed State and County requirements for BLS-Interfacility, BLS/ALS 9-1-1 Ambulances, as applicable to the specific unit, plus additional items currently required, as listed in **Appendix I** attached hereto. All BLS/ALS 9-1-1 Ambulances shall always be equipped and stocked at the ALS level except for controlled substances which are ALS only.

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**402.5 Critical Care Transport Units.** Critical Care Transport Units shall be equipped with the equipment, supplies, and pharmaceuticals as listed in **Appendix I** attached hereto.

**402.6 Mental Health Transport Units.** Mental Health Transport Units shall be equipped with the equipment and supplies as listed in **Appendix I** attached hereto.

**402.7 Electrocardiogram Equipment.** Contractor shall provide and maintain electrocardiogram (EKG) monitors and automated external defibrillators (AEDs) in accordance with **Appendix N**. To ensure clinical and operational compatibility the Ambulance Contractor shall purchase, own, and maintain EKG monitor/defibrillators with the same manufacturer, model, and technical specifications as the EKG monitor/defibrillators acquired by the Authority for First Responders. Contractor shall maintain a sufficient number of EKG monitor/defibrillators and AEDs to ensure all Ambulances may be placed in service during an EMS Emergency or Disaster. All EKG monitors shall be capable of directly accessing the internet. All BLS-Interfacility, BLS 9-1-1 Ambulances and EMS Supervisor Units shall be equipped with an AED.

**402.8 Mobile Radio Communications Equipment.** Contractor shall be responsible for coordinating the installation of all mobile radio communications equipment provided by the Authority. Contractor, and shall be responsible for the costs of re-installing such equipment in replacement Vehicles upon removal of Vehicles from the fleet. Contractor shall be responsible for obtaining, at its own cost, insurance to cover the cost of such equipment, naming Authority as loss-payee.

**402.9 Mobile Communications Terminals.** Contractor shall purchase, own, and maintain dedicated laptop or tablet computers to be used as Mobile Communications Terminals (MCT) securely and safely mounted in the cab of all Vehicles except the Fleet Maintenance Unit, Mental Health Transport Units, and Medical Supply Units. Contractor shall, at its expense, provide wireless networking equipment and cellular service. All MCTs shall be capable of directly connecting to the internet. Contractor shall maintain a sufficient number of MCTs to ensure all Ambulances may be placed in service during an EMS Emergency or Disaster. At a minimum, Contractor will utilize global positioning satellite (GPS) receiver enabled MCTs capable of in-vehicle mapping, updating its location in the CAD system on a real-time basis, and receiving dispatch information. The CAD shall utilize real-time geographical data from Vehicles to display maps and perform

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automatic vehicle location functions (i.e. recommend the closest appropriate Ambulance to an Emergency Request). Such location data is not proprietary and Ambulances may be shown on real-time maps viewed by First Responders, law enforcement officers, the Regional 9-1-1 Center and other communications centers. The Authority shall provide Hexagon On-Call MCT software (or its equivalent) to connect with the CAD system which may be used at no cost to the Contractor. Before go-live with the County's Hexagon On-Call CAD system, the Contractor shall provide and maintain MARVLIS MCT Client software, or equivalent approved by the Executive Director, at no cost to the Authority. Contractor may utilize the MARVLIS MCT Client after Hexagon On-Call is implemented so long as Hexagon MCT capability is maintained in all MCT equipped Vehicles and CJIS background checks and training are maintained in accordance with Section 401.5. Hexagon On-Call MCTs and devices accessing the Hexagon On-Call CAD system must be FIPS 140-2 compliant for multi-factor authentication.

**402.10 Additional Radio Communications Equipment.** Contractor shall be responsible for furnishing any additional radio communications equipment, and maintenance thereof, not provided by the Authority in Section 501.

**402.11 Traffic Preemption System.** Contractor shall be responsible for coordinating the installation of all Traffic Preemption System equipment and shall be responsible for the costs of re-installing such equipment in replacement Vehicles upon removal of Vehicles from the fleet. Contractor shall be responsible for obtaining, at its own cost, insurance to cover the cost of such equipment, naming Authority as loss-payee.

**402.12 Sub-Stations or other Facilities.** Contractor is responsible for all costs for operating sub-stations or other facilities not provided by the Authority in Section 502, including, but not limited to, rent, utilities, insurance, and other operating costs.

**402.13 Furnishings and equipment.** Contractor is responsible for providing all furnishings, equipment, and supplies required for the performance of this Agreement, not specifically identified in Section 502 hereof, are the responsibility of the Contractor.

**402.14 Custodial Services.** Additional custodial services required by Contractor, which are above or beyond the services provided by the Authority's custodial services vendor shall be the Contractor's responsibility.

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**402.15 Lost, Stolen, Damaged Equipment.** Contractor shall reimburse the Authority for the full cost of any equipment or supplies provided by the Authority that is lost, stolen, damaged, out-of-date, or unaccounted for, or through abuse or neglect of Contractor's employees or agents. The Contractor shall obtain police reports, provide incident reports or other documentation upon request.

### **SECTION 403. MINIMUM STAFFING**

**403.1 Production Standards.** Contractor shall always exceed Production Standards.

**403.2 BLS Interfacility Ambulances.** BLS Interfacility Ambulances shall be staffed with one (1) EMT and one (1) EMR at a minimum.

**403.3 BLS 9-1-1 Ambulances.** BLS 9-1-1 Ambulances shall be staffed with two (2) EMTs at a minimum. At any given time, up to twenty-five percent (25%) of the BLS/ALS 9-1-1 Ambulances may be operated at the BLS level.

**403.4 ALS 9-1-1 Ambulances.** ALS 9-1-1 Ambulances shall be staffed with one (1) Paramedic and one (1) EMT at a minimum.

**403.5 Critical Care Transport Units.** Critical Care Transport Units shall have the following minimum staffing when providing patient care: one (1) Registered Nurse with critical care experience; one (1) Paramedic; and one (1) EMT. In addition, specially trained hospital personnel will be allowed to accompany Patients as needed. Contractor shall staff and operate the Primary Critical Care Transport Unit 24 hours per day, 7 days per week. Contractor shall staff and operate the Secondary Critical Care Transport Unit for 40-hours per week, Monday-Friday during peak period 40-hour Registered Nurse that shall be teamed with an on-duty Paramedic and EMT and a Reserve Critical Care Transport Unit on an as needed basis to meet demand.

**403.6 Mental Health Transport Units.** A Mental Health Transport Unit shall have the following minimum staffing: one (1) MHT Driver specially trained and certified for Mental Health Transport. Contractor shall staff and operate a Primary Mental Health Transport Unit 24 hours per day, 7 days per week. Contractor may staff and operate a Secondary Mental Health Transport Unit to appropriately meet the demand for services. When a Reserve Mental Health Transport Unit is used to transport a Mental Health Client, Contractor shall staff with two (2) personnel, one (1) of whom must be certified as described in this section, without additional compensation.

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**403.7 EMS Supervisor Units.** An EMS Supervisor Unit shall have the following minimum staffing: one (1) EMT or Paramedic supervisor. Contractor shall staff and operate a minimum of three (3) EMS Supervisor Units 24 hours per day, 7 days per week. In addition, Contractor shall staff and operate a 40-hour EMS Supervisor Unit for the oversight of Special Operations.

**403.8 Medical Supply Unit.** Contractor shall staff and operate two (2) Medical Supply Units, one medium duty delivery truck and one delivery van, during business hours, 5 days per week and provide deliveries as needed after business hours. Such unit shall be available to the EMS System to deliver medical equipment, medical supplies and return or deliver exchange equipment on an as needed basis.

**403.9 Fleet Maintenance Unit.** Contractor shall staff and operate at least one (1) Fleet Maintenance Unit on an as needed basis. Such unit shall be available to assist the Contractor in maintaining its fleet of Vehicles.

#### **SECTION 404. COMMUNICATIONS CENTER OPERATIONS**

**404.1 Communications Center Staffing.** Contractor shall ensure adequate staffing of Emergency Medical Dispatchers to provide non-emergency call taking, pre-billing functions, deployment and redeployment of all Ambulances, and dispatch of all Vehicles. Contractor shall have a minimum of four (4) EMDs on duty 24 hours a day, 7 days per week in the EMS portion of the Regional 9-1-1 Center. As described in **Appendix K**, all radio and data communications between Personnel and Medical Direction or Hospital personnel shall be fully coordinated by way of the Contractor's Medical Communications function using equipment located within the EMS portion of the Regional 9-1-1 Center.

**404.2 Use of CAD System.** Contractor shall utilize the Authority's CAD system for all Ambulance Services provided to the Authority and follow all data entry and application use requirements of the Authority in accordance with **Appendix K** and **Appendix L**.

**404.3 Interface with Regional 9-1-1 Center.** Non-Emergency requests for service shall come directly into the EMS Communications section of the Regional 9-1-1 Center. Emergency requests will be received by the Regional 9-1-1 Center directly. After processing the call, the emergency medical dispatch trained 9-1-1 operator shall electronically and simultaneously transfer the information on the CAD/RMS screen to the 9-1-1 dispatcher and the ambulance dispatcher located at the EMS Communications section. Contractor's Personnel shall validate the accuracy of the address given to ensure



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accurate mapping (“latitude and longitude coordinates”) of the incident on all Requests. As the call progresses, updated information on the changing status of the First Responder and Ambulances shall be automatically relayed electronically within the CAD/RMS system(s) and the responding Ambulance’s mobile communications terminal (MCT), in accordance with **Appendix K**. Updated information regarding the scene, patient condition, and Ambulance response to the same call shall be automatically relayed electronically between the EMS Communications section, the responding Ambulance’s MCT and the Regional 9-1-1 Center, in accordance with **Appendix K**.

**404.4 Priority Dispatch Protocols.** Contractor shall comply with the Priority Dispatch Protocols. No Emergency Request or Non-Emergency Request shall be denied response by an Ambulance, and no Patient requesting Transport shall be refused a medically necessary Transport by an Ambulance. Depending upon the nature of the Request, the Priority Dispatch Protocols governing the EMS System’s response to each type of service request may include no Response, a Downgraded Response, or an Emergency Response of either a First Responder or a BLS or ALS 9-1-1 Ambulance or any combination thereof. Contractor shall cooperate with the Authority in developing fully integrated Priority Dispatch Protocols for the EMS System.

**404.5 Pre-Arrival Instructions.** Contractor shall implement and comply with the Pre-Arrival Instructions for all Non-Emergency Requests. Contractor will provide backup EMD and Pre-Arrival Instructions to assist the Regional 9-1-1 Center during a Disaster, EMS Emergency or upon request of the Executive Director or designee.

**404.6 CAD System Automated Aids.** Contractor shall furnish and maintain its own Automated Aids to support the performance management and oversight of Ambulance Services provided by the Contractor. Dispatching hardware, software, and central equipment shall be provided and maintained by the Authority as defined in Section 501. Contractor shall be responsible for maintaining and operating its own Automated Aids for managing and positioning of Ambulances and related purposes.

**404.7 Upgrade of Automated Aids.** Contractor shall, at its expense, upgrade with the written approval of the Authority’s Executive Director, its automated aids to ensure a technically advanced, efficient, and responsive management and oversight of Ambulance Services is provided. Contractor shall be responsible for modifying its Automated Aids to meet the interface requirements described on **Appendix K** attached hereto. All interface

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requirements must be tested and functioning properly before any new system or system upgrade becomes operational.

**404.8 Comply with Regional 9-1-1 Center SOPs.** Contractor shall comply with all Regional 9-1-1 Center standard operating procedures.

**404.9 Non-Emergency Scheduling Software.** Contractor shall implement Non-Emergency scheduling software, Traumasoft Ryde Central (or equivalent software) approved by the Executive Director, for Hospitals and medical facilities to schedule non-emergency transports, provide medical necessity documentation, and see the estimated time the Ambulance will arrive. Contractor and Authority will cooperate on the implementation any computer interface necessary with the CAD/RMS System to the extent possible. All interface requirements must be tested and functioning properly before any new system or system upgrade becomes operational.

**404.10 Availability of Data.** Contractor shall have unlimited near real-time direct access, regardless of storage location or medium, to all data generated by Contractor's Personnel utilizing Authority provided CAD/RMS System including electronic patient care report data fields and all dispatch related data fields. Contractor shall also have access to First Responder reports and data fields for patient business services, and integrated Patient Care Report data to measure systemwide performance. The Authority retains the ownership of all data and records. Contractor shall not utilize any artificial intelligence (AI) or other software tools on the Authority's data without written authorization from the Executive Director.

## **SECTION 405. RESPONSE TIME**

**405.1 Presumptive Run Code Designations.** For purposes of measuring Response Time, the definitions set forth in **Appendix L** shall apply. Response Time compliance for purposes of Section 405 and Section 704 hereof shall be measured and reported to the nearest 100<sup>th</sup> of 1 percent (.01%) and be determined on both a daily and a calendar month basis.

**405.2 Upgrades and Downgrades.** If the response priority code is downgraded enroute, upon the request of an on-scene First Responder or in compliance with Priority Dispatch Protocols, the Response Time standard for that call shall be recorded as the lower priority

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code. If the response priority code is upgraded enroute, upon the request of an on-scene First Responder or in compliance with the Priority Dispatch Protocols, the Response Time to that call shall be calculated as the total elapsed time of Emergency Response, and the Response Time standard for that call shall be recorded as the higher priority code. Contractor's Personnel shall not prompt an ambulance dispatcher, ambulance crew, First Responder, or the 9-1-1 Center to Downgrade the Response of an Ambulance to an Emergency Request.

**405.3 Emergency and Downgraded Emergency Response Time** Countywide Response Time to Emergency Requests and Downgraded Emergency Requests combined shall be twelve (12) minutes and thirty (30) seconds or less, for Emergency Requests, and twenty (20) minutes and thirty (30) seconds or less, for Downgraded Emergency Requests, ninety (90.00%) percent of the time or greater, except as otherwise provided herein.

**405.4 EMS Districts.** Response Time to Emergency Requests and Downgraded Emergency Requests within each EMS District combined shall be within twelve (12) minutes and thirty (30) seconds or less, for Emergency Requests, and twenty (20) minutes and thirty (30) seconds or less, for Downgraded Emergency Requests, eighty-eight (88.00%) percent of the time or greater. In EMS Districts experiencing low call volumes, Response Time evaluation shall be based upon analysis of not less than one hundred (100) consecutive Emergency Requests or Downgraded Emergency Requests.

**405.5 Remote Areas.** Response Times for Emergency Requests and Downgraded Emergency Requests shall not include remote areas or areas of limited accessibility including offshore, Brooker Creek Preserve, Caladesi Island, Courtney Campbell Causeway, Fred Howard Park, Ft. Desoto Park, Honeymoon Island State Park, Howard Frankland Bridge, or the Sunshine Skyway Bridge or additional remote areas approved by the Executive Director in writing.

**405.6 Non-Emergency Requests.** Response Time to not less than ninety (90.00%) percent of all Non-Emergency Request, made less than twenty-four (24) hours in advance of the requested pickup time, and unscheduled Non-Emergency Requests shall be sixty (60) minutes and zero (0) seconds or less Countywide. Contractor may utilize software or manually set a mutually agreed scheduled pick-up time when a scheduled or unscheduled Non-Emergency Request is received. Contractor shall document the call received time as the scheduled time for freestanding emergency department transfers to

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a Hospital and emergency department discharges. STAT emergency transfers from a Hospital to a Hospital shall be processed as an Emergency Request. STAT emergency transfers from a Hospital to a helicopter landing zone shall be processed as an Emergency Request or a Downgraded Emergency Request depending upon the estimated time of arrival for the helicopter.

**405.7 First Responder Transports.** Where Contractor's Ambulance is cancelled enroute or on scene due to Transport by a First Responder, Contractor's response time shall be not be calculated and shown as a cancelled Transport.

**405.8 Critical Care Transports.** Response Time for the Primary and Secondary Critical Care Transport Unit shall be sixty (60) minutes and zero (0) seconds or less ninety (90.00%) percent of the time when the Primary and Secondary Critical Care Transport Units are not already assigned to a call.

**405.9 Mental Health Transports.** Mental Health Transport Unit Response Time shall be ninety (90) minutes and zero (0) second or less ninety (90.00%) percent of the time when the Primary Mental Health Transport Unit or Secondary Mental Health Transport Unit is not already assigned to a call.

**405.10 Liquidated Damages and Exemptions.** Failure to comply with the requirements of this Section 405 shall subject the Contractor to the liquidated damages set forth in Section 704 hereof; provided, however, that such liquidated damage deductions shall not be applicable to the following situations:

1. Cancelled Transports including First Responder Transports
2. Dedicated Standbys
3. Upgrades following the process in section 405.2.
4. Remote areas following the process in section 405.5.
5. Uncontrollable Circumstances following the process in section 405.11.
6. Multiple Patients. Responses, other than that of the first arriving Ambulance, where more than one Ambulance responds to a single incident involving multiple Patients. Such exempted Responses shall not include simultaneously occurring but separate medical incidents at the same location.
7. Normal, non-Disaster related, out-of-County mutual aid.

**405.11 Uncontrollable Circumstances.** Responses which occur during periods of Uncontrollable Circumstances; provided that Contractor shall make efforts to mitigate the

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situation and document said conditions and mitigation efforts, the time period affected, and the affected Responses and shall apply for this exemption as provided for in this subsection. Should Contractor experience an Uncontrollable Circumstance, Contractor shall, as a condition precedent to the right to claim an Uncontrollable Circumstance, notify the Executive Director in accordance with Section 418.

**405.12 Application for Exemption.** Contractor's application for exemptions to the Response Time standards required hereunder shall be submitted to the Executive Director or his designee for approval prior to submission of an invoice for that period. The decision of the Executive Director shall be final. The exemptions provided for in this subsection are exhaustive and no other causes of poor Response Time performance shall be allowed as exemptions to these Response Time requirements and late run Liquidated Damage provisions.

**405.13 Service Level Stabilization Transports.** Contractor shall cooperate with the Authority in its implementation of Service Level Stabilization Transports to ensure Emergency, Downgraded Emergency, and Non-Emergency Response Times are meeting or exceeding the requirements contained in Section 405. Contractor shall proactively notify the Executive Director or designee when the number of available Ambulances is insufficient to meet the demand for services in real-time upon occurrence. Contractor shall notify the Executive Director when the EMS System would benefit from the full use of First Responder Transports to mitigate long Response Times during a spike in the demand for Ambulance Services.

**405.14 Duplicate Calls.** Duplicate calls test calls, training calls, and data entry errors shall not be included in Response Time calculations.

**405.15 Landing Zone Transports.** Contractor shall document Patients that moved by stretcher or directly by a helicopter crew as a cancellation. Contractor shall document Patients that are transported by Ambulance to a landing zone as a Transport.

## **SECTION 406. CONTINUING MEDICAL EDUCATION AND TRAINING**

**406.1 Continuing Medical Education.** Contractor shall ensure its Personnel attend Continuing Medical Education training as required by state regulation, the Medical Director and in accordance with the EMS Rules & Regulations adopted by the Authority.

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Contractor shall utilize the Authority's AHA Training Center as the training "course site" for any training provided by the Contractor.

**406.2 EMS Academy.** Contractor shall actively participate in and assist the Authority and Medical Director with a minimum of an eighty (80) hour formal clinical orientation for all new Paramedics, new Paramedics must participate in a multi-phased field internship, and successfully complete capstone testing, performance evaluation, clinical assessment and protocol testing to become County Certified. New EMTs shall participate in a minimum of a forty (40) hour formal clinical orientation program, new EMTs must participate in a multi-phased field internship and successfully complete capstone testing, performance evaluation, clinical assessment and protocol testing to become County Certified. Contractor shall provide an Ambulance, hydraulic stretcher, and medical equipment on an as-needed basis to support the EMS academy program's hands-on training. Ambulances shall only be driven by Contractor's Personnel

**406.3 Annual In-House Training.** Contractor shall provide six (6) hours of annual additional training to ensure all EMTs and Paramedics have necessary training in topics not covered in CME such as ambulance billing and medical necessity documentation, Occupational and Health Safety Administration (OSHA) training requirements, domestic preparedness, or other EMS related training.

**406.4 Child Passenger Safety Training.** Contractor shall ensure all EMTs and Paramedics have necessary training to properly install and utilize child safety seats to ensure safe transport by Ambulance. Contractor shall maintain National Highway Traffic Safety Administration (NHTSA) certified Child Passenger Safety Technicians to provide such training.

**406.5 Emergency Vehicle Operators Course (EVOC).** Contractor shall train all EMRs, EMTs and Paramedics in emergency vehicle operations through the completion of an emergency vehicle operators' course prior to driving Vehicles or Disaster and Specialty Response Units in emergency mode.

**406.6 Critical Care Transport Training.** In addition to attending EMS Academy and CME, Contractor shall provide quarterly training for all Critical Care Nurses and all Paramedics assigned to Critical Care to maintain CAMTS accreditation. Such quarterly training will be developed jointly by the Authority's training staff, Contractor's training staff, and Medical Director. Further, the Contractor shall send all full-time Critical Care Nurses

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and all full-time Paramedics assigned to Critical Care to an annual intensive training day if approved by the EMS Medical Director and the Authority's Executive Director.

**SECTION 407. MEDICAL QUALITY CONTROL**

**407.1 Medical Operations Manual.** Contractor shall fully comply with all laws, standards, rules, and regulations established by the State, the County, and the Medical Control Board, including the clinical and administrative protocols established in the Medical Operations Manual and all EMS Rules & Regulations. Contractor shall cooperate with the Medical Director in the monitoring, regulation, and oversight of the EMS System. The Medical Director of the EMS System shall serve as Medical Director of Contractor's Ambulance Services.

**407.2 Medical Case Reviews.** Medical Case Reviews may require access to data, records review, written and verbal statements, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules & Regulations and Section 401.425, Florida Statutes. Contractor shall provide full cooperation and ensure that its Personnel attend and fully comply with Medical Case Reviews in a timely manner, when requested by the Medical Director. Contractor may administratively suspend its Personnel at its discretion but not clinically restrict or suspend County Certified Personnel.

**407.3 Clinical Data and Studies.** Contractor shall assist the Medical Director and Authority is participating in the American Heart Association Mission Lifeline program; the Cardiac Arrest Registry to Enhance Survival (CARES) program; or successor programs by providing clinical services to review cases, analyze and compile data and patient outcome, submit data and program applications as applicable. Future programs may include focused efforts on heart attack, stroke, trauma, or other time sensitive life-threatening patient conditions.

**407.4 Compliance Monitoring and Activity Reporting.** Contractor shall cooperate with the Authority and the Medical Director in monitoring its compliance with the requirements of this Agreement. Contractor shall issue activity reports and other information as requested by the Authority. Contractor shall issue an annual report at the end of each Fiscal Year by November 1<sup>st</sup> for the preceding Fiscal Year.

**407.5 Customer Surveys.** Contractor shall send customer surveys or conduct telephone-based satisfaction surveys to Patients, First Responders and Health Care Facilities as determined by the Executive Director. Such customer surveys shall be addressed to the Authority and telephone-based satisfaction survey data shall be provided to the Authority.

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**407.6 Internal Quality Assurance.** In addition to its obligation set forth in this section, Contractor shall establish and implement an internal quality assurance program. Contractor will adjust its internal quality assurance program to ensure the Contractor is meeting the Performance Requirements.

**407.7 Sunstar Quality Committee.** Contractor shall maintain a regular, near monthly, meeting of the Contractor's Senior Management team, the EMS Medical Director, and the Executive Director to discuss the performance of the Contractor. Contractor shall send a monthly report of key operational and clinical performance metrics in a similar form as the Sunstar Quality Committee Report shown in **Appendix Q**.

## **SECTION 408. EMS CENTRAL SUPPLY**

**408.1 EMS Central Supply.** Contractor shall manage all aspects of the Authority's central supply warehouse on behalf of the Authority.

**408.2 Purchasing, Warehousing and Distribution.** Contractor shall handle all purchasing, warehousing, inventory control, security, recordkeeping and distribution of all durable and non-durable medical equipment, non-prescription medical supplies, and any ancillary supplies to ensure uninterrupted First Responder and Ambulance Services. Contractor shall ensure that it pays its vendors in a timely manner which is net 45 days unless otherwise agreed by a vendor in advance.

**408.3 Personal Protective Equipment.** **Such** equipment shall include personal protective equipment including ballistic vests, ballistic helmets, gas masks, or respiratory isolation suits/masks or other equipment or supplies necessary to prepare for an emerging hazard or threat.

**408.4 Special Operations.** **Contractor shall be responsible for** purchasing, warehousing, inventory control, and distribution of equipment and supplies related to the hazardous materials response team, technical rescue team and water rescue program to ensure preparedness and uninterrupted response to hazardous materials, technical rescue, and water rescue emergencies.

**408.5 Biomedical Waste Disposal.** **Contractor shall be responsible for** coordination of biomedical waste disposal for First Responders and Contractor.

**408.6 Wireless Networking.** Regarding wireless broadband networking for First Responder mobile data terminals, EKG monitors, and electronic patient care reporting



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tablet computers to ensure system compatibility and seamless on scene Patient care: Contractor is only responsible for maintaining the wireless vendor account.

**408.7 Emergency Vehicle Washing.** Contractor shall be responsible for operation, repair and maintenance of the emergency vehicle pressure washer and soap brush system. Contractor shall coordinate with vendor(s) for repairs and seek pre-approval in accordance with Section 408.17.

**408.8 Decontamination Equipment.** Contractor shall be responsible for operation, repair, and maintenance of decontamination equipment. Contractor shall coordinate with vendor(s) for repairs and seek pre-approval in accordance with Section 408.17.

**408.9 Mechanical Systems.** Contractor shall be responsible for operation, repair and maintenance of access gates, fleet vehicle lifts, and any other mechanical systems. Contractor shall coordinate with vendor(s) for repairs and seek pre-approval in accordance with Section 408.17.

**408.10 Recycling.** Contractor shall assist the Authority in implementing a comprehensive recycling program for the central EMS facility.

**408.11 Inventory Management System.** Contractor shall purchase, operate, and maintain an inventory management system (IOS ENVI or approved successor system) capable of online ordering by First Responders and Contractor. Such inventory management system shall allow the Authority to set par levels, reorder levels, review and approve purchase orders online, and run reports showing the inventory on hand and historical usage and costs. Contractor shall maintain a manual, paper-based purchase order system to ensure uninterrupted operations during a software system failure, Disaster, or other emergency.

**408.12 Controlled Substances Inventory Management Specialist.** Contractor shall provide a full-time (Monday through Friday during regular business hours) Controlled Substances Inventory Management Specialist who will manage and oversee the centralized controlled substances software tracking and electronic lock systems provided by the Authority, oversee the centralized controlled substance pharmacy, and comply with all Medical Operations Manual protocols and Rules and Regulations related to controlled substance handling. The Controlled Substances Inventory Management Specialist shall meet all Drug Enforcement Agency (DEA) requirements for background checks,

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completion of 222 or other DEA forms, and comply with any DEA Controlled Substance Ordering System (CSOS) requirements.

**408.13 Competitive Bids for non-Pharmaceutical Supplies.** Except for Pharmaceutical Supplies, Contractor shall seek the lowest price for supplies purchased on behalf of the Authority using purchasing cooperatives and competitive bids as appropriate. All supplies shall be subject to competitive bid on an annual basis.

**408.14 Minimize Inadequate Stock Rotation.** Contractor shall ensure it minimizes financial loss due to inadequate stock rotation or excessive par levels on Vehicles and sub-stations to contain costs. Contractor shall work with First Responders to minimize financial loss due to inadequate stock rotation or excessive par levels to contain costs. Contractor will specifically rotate stock assigned to disaster shelter carts on a six-month interval to coincide with hurricane season.

**408.15 Comply with Inventory Control Policies.** Contractor shall comply with all inventory control policies and procedures established by the Authority. Contractor, with the approval of the Executive Director in writing, may increase par levels to ensure supply availability and safety stock during limited or national backorders.

**408.16 Recovery of Equipment from Hospitals.** Contractor will recover equipment from hospitals and decontaminate same prior to reissue for use in the EMS System.

**408.17 Pre-Approval.** Contractor shall obtain the Authority's Executive Director's or designee written approval prior to purchasing supplies, or maintaining or repairing equipment, or incurring any expedited shipping charges for which the Contractor intends to seek reimbursement from the Authority pursuant to Section 708.

**408.18 Pharmaceuticals and Prescription Required Equipment and Supplies.** Contractor shall handle all ordering, warehousing, inventory control, security, recordkeeping and distribution of all pharmaceuticals, controlled substances, and prescription required equipment and supplies on behalf of the EMS Medical Director and Authority (as applicable) to ensure uninterrupted First Responder and Ambulance Services. The EMS Medical Director has provided power of attorney for the Contractor's authorized staff to handle controlled substances and prescription required equipment, pharmaceuticals, and supplies on the EMS Medical Director's behalf in accordance with State Law and United States Code.

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**SECTION 409. FIRST RESPONDERS AND INCIDENT COMMAND**

**409.1 Incident Command System.** Contractor shall cooperate and coordinate its activities and services with First Responders for the purpose of integrating Contractor's services with the First Responders' services. Contractor's Personnel shall conduct all their functions within the Incident Command System at the scene of any Emergency Request and follow any valid order given by an incident commander or branch/division or section officer. Contractor shall ensure all EMTs, and Paramedics understand the local Incident Command System and local standard operating procedures. Contractor shall ensure its Senior Management staff, EMS Supervisor Unit staff, Special Operations Supervisor and staff assigned to the County's emergency operations center are well versed in the national incident management system, the County's comprehensive emergency management plan, local standard operating procedures and protocols and prepared to assume a role in a unified command structure.

**409.2 Fire Rescue Services.** Contractor shall not be responsible for providing fire suppression, vehicle or heavy extrication, tactical emergency medical services, technical rescue, hazardous materials mitigation, or water rescue.

**409.3 Standby at Police and Fire Incidents.** Upon request by law enforcement agency or a fire department in the County, Contractor shall, without additional compensation, provide Dedicated Standby at emergency incidents involving a potential of danger to the personnel of the requesting agency. Contractor will respond Disaster and Specialty Response Units when requested by an incident commander. When requested, Contractor will respond a rehabilitation unit and provide rehabilitation assistance (i.e. cooling/warming, hydration, monitoring of vital signs, etc.) to personnel operating at an incident without additional compensation. Rehabilitation assistance may also be provided to citizens, patients, evacuees, or others exposed to weather conditions after an emergency incident. When available, the Special Operations Supervisor shall respond, or on-duty EMS Supervisor Unit shall respond to assist.

**409.4 Active Assailant Joint Police/Fire/EMS Command and Field Training.** Contractor shall participate in on-going joint Police/Fire/EMS command and field training for active assailant response preparedness. For incident command related training, communications and operations supervisors, field training officers, education coordinators, managers, and Senior Management shall attend any training required at no additional cost to the Authority. For field training, operations supervisors, field training

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officers, education coordinators, operations managers and directors of operations and clinical services shall participate shall attend any training required at no additional cost to the Authority. For Paramedics and EMTs, they shall not be required to attend field training as their mission focus is rapid Transport of Patients.

## **SECTION 410. EMS MEDICAL SUPPLY DELIVERY TO FIRST RESPONDERS**

**410.1 Central Supply Warehouse.** Contractor shall manage all aspects of the Authority's central supply distribution and inventory management system for all First Responder stations on behalf of the Authority. Contractor shall staff three 40-hour positions in the EMS Central Supply warehouse.

**410.2 Delivery.** Delivering medical equipment and supplies to a single designated location for each First Responder Agency and CME Training Sites on a bi-weekly basis based upon an online order or inventory conducted by the Contractor's staff.

**410.3 Equipment Swap.** First Responder equipment repair issues will be reported via a software logging system (i.e. EKG monitor, electronic patient care reporting tablet computers, suction units and other equipment). Contractor shall swap in-service equipment to the First Responder at their designated location and return out-of-service equipment for repair to the Authority's staff during the bi-weekly delivery. Contractor shall only leave equipment if First Responder staff is available to sign acknowledging receipt of such equipment.

**410.4 Interoffice Mail and Training Materials.** Contractor shall deliver interoffice mail sent in a secure envelope, training materials and books, and returned expired pharmaceuticals and supplies. The Contractor shall not be responsible for the replacement of any equipment or materials that are lost, stolen, or damaged due a cause other than the Contractor's negligence. Such deliveries will be made in accordance with Section 410.2.

**410.5 First Responder Supply Carts.** The Authority shall standardize supply carts to the extent possible. Contractor is not responsible for inventory of First Responder supply carts.

**410.6 On-Scene Equipment Exchange.** Contractor shall support on-scene equipment exchange when requested in accordance with **Appendix N**, as the same may be

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amended from time to time, Contractor's Personnel shall exchange with that First Responder that same item of equipment from its own on-board inventory on a one-for-one basis.

**410.6 Controlled Substances Delivery.** Contractor's staff shall deliver controlled substances directly to First Responder personnel authorized to be a controlled substance coordinator at their administrative office and return expired or partially used controlled substances as indicated. Such transactions shall be logged in the software system or logbook system provided and comply with the then current Medical Operations Manual protocols. Such deliveries will be made in accordance with Section 410.2. Authority will provide any necessary support items such as a safe and locks for each Medical Supply Unit.

**410.7 Logistics Support.** Contractor may be called upon to utilize central supply warehouse staff for logistics support which may include, but not be limited to, setup, asset tag, inventory or configuration of new equipment, medical gear bags, disaster preparedness kits, disaster supply carts, special operations equipment, or demobilizing old equipment and supplies as requested in writing by the Executive Director or designee. Such logistics support shall be compensated in accordance with section 703 herein.

## **SECTION 411. PATIENT BUSINESS SERVICES**

**411.1 Patient Business Services.** Contractor shall provide pre-billing patient business services to ensure completed and accurate Patient Care Reports are submitted to the Authority. Contractor shall implement the business processes as required below and work closely with the Authority to implement new Medicare, Medicaid, third party insurance or other new requirements, as may be required from time to time, through a standing patient business services committee that involves Contractor's Senior Management and Authority's staff.

**411.2 Front Desk and Security.** Contractor shall staff the front desk in the lobby of the centralized EMS complex during regular business hours. Contractor shall answer/direct the Authority's main administrative telephone lines and transfer calls to the appropriate person or division. Contractor shall not be required to answer the ambulance billing customer service telephone lines. Authority shall maintain a secure facility with authorized personnel accessing the building through a card key system. Contractor's staff shall

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answer the front-door intercom system to allow controlled access by customers, visitors and vendors during normal business hours which are defined as Monday thru Friday, 8 A.M. to 5 P.M., with a one-hour non-staffed lunch break. All customers, visitors and vendors shall provide a photo identification, enter their information on a sign in log and be escorted by Authority or Contractor staff. Contractor may implement a software badging/check-in system. Authority shall maintain a surveillance camera system and front door intercom system. Such camera system will be capable of being monitored at the front desk, EMS Communications and remotely by authorized users. Authority shall maintain a "panic button" system at the front desk that alerts EMS Communications.

**411.3 Medical Necessity Screening.** When a Non-Emergency Request is received by the Contractor, the request must be screened for medical necessity following procedures established by the Authority and defined by the current regulations of the Centers for Medicare and Medicaid Services (CMS). This screening is inclusive of determining the patient's primary insurance and contacting them to determine if the insurance carrier (public or commercial) requires a prior authorization for non-emergency transportation services. The Contractor will be responsible for executing the prior authorization process identified by the insurance carrier and documenting the confirmation in the area prescribed by the County within the dispatch software that the process has taken place. If the EMD clearly determines medical necessity is not met and/or the prior authorization is not granted, the EMD will relay this information to the Caller informing them that the patient would likely be fiscally responsible for the ambulance transport under these conditions if they choose to be transported via ambulance. The EMD will provide referral information regarding alternative modes of transportation when applicable. The EMD shall document the Caller's name and a summary of what transpired during the conversation regarding medical necessity and prior authorization in the CAD records. Contractor shall follow the procedures established by the Authority. The Authority understands that this requirement can only be met with the cooperation and compliance of the Caller to provide information and documentation.

**411.4 Admitted or Discharged Documentation.** When a Non-Emergency Request from a Hospital is received by Contractor, the EMD must determine and document in the CAD the Patient's current admission status as either "admitted" or "discharged." If the transport destination is to another hospital, the EMD must document whether the patient was admitted prior to arrival and if the destination is the main hospital, or what's known as a

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Medicare Distinct Part Unit (DPU) such as rehabilitation or psychiatric unit located on Hospital campuses.

**411.5 Medical Necessity Documentation.** When medical necessity, as defined by the then current regulations of the Centers for Medicare & Medicaid Services (CMS) exists, Personnel must substantiate and document, in the Patient Care Report, the medical necessity for transportation by Ambulance and why transportation by other means was contraindicated.

**411.6 Documentation of Discrepancies.** For Non-Emergency Requests, Personnel must document in the Patient Care Report, the reason transportation by Ambulance was requested. If there is a conflict between the information obtained by the EMD in CAD call notes, the Patient Care Report or the PCS form, documentation of such differences shall be provided in the Patient Care Report or an addendum.

**411.7 Medicare Compliance.** Contractor shall ensure continual compliance with then current regulations of the Centers for Medicare & Medicaid Services (CMS), Medicaid, private insurance and all other payor regulations as indicated by the Authority.

**411.8 Physician Certification Statements.** Contractor shall ensure complete and accurate Physician Certification Statements (PCS) forms are scanned and made a part of the patient record for all Non-Emergency Requests. Contractor shall ensure all PCS forms are executed complaint with 42 CFR 410.40 and are legible. PCS forms for non-emergencies (except for the non-emergency transport of patients defined as Medicare Repetitive Patients) can be signed by the following individuals, with respect to whom all Medicare regulations and all applicable State licensure laws apply Physician Assistant (PA); Nurse Practitioner (NP); Clinical Nurse Specialist (CNS); Registered Nurse (RN); Licensed Practical Nurse (LPN); Social Worker; Case Manager; and a Discharge Planners. PCS forms for Medicare Repetitive Patients can only be signed by the attending physician.

**411.9 Repetitive Patients.** Contractor shall ensure complete and accurate PCS forms are scanned and made part of the Patient Care Report for all repetitive Patient Transports as determined by CMS. Contractor shall ensure a medical doctor signs the PCS form for all repetitive patients and that the signature is legible, identifiable, and signed by authorized individual.

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**411.10 Pre-Authorization.** Personnel shall obtain pre-authorization, as required, for Non-Emergency Requests following any Authority documented process. Contractor shall obtain primary insurance information for Non-Emergency Requests and execute the insurer's prescribed prior-authorization process prior to providing Ambulance Services.

**411.11 Signatures.** Personnel shall obtain all required signatures to ensure Patient Care Report is completed for Transports following the Authority's then current requirements and ensure refusal and witness signatures are obtained for non-Transports.

**411.12 First Responder Transports.** Contractor shall provide patient business services functions for all First Responder Transports, following the requirements contained in Section 411, at no additional cost to the Authority. Authority staff will provide any corrective feedback to First Responders.

**411.13 Administrative Support.** Contractor may be called upon to assist with administrative duties that exceed the requirements of Section 411 herein. Such administrative support may include, but is not limited to, cleaning up records or handling data entry on as needed basis as requested in writing by the Executive Director or designee. Such administrative support shall be compensated in accordance with section 703 herein.

## **SECTION 412. PATIENT CARE REPORTING SYSTEM**

**404.2 Use of RMS System.** Contractor shall utilize the Authority's RMS system for all Ambulance Services provided to the Authority and follow all data entry and application use requirements of the Authority for all Patient Care Reports. Such medical record-keeping and documentation shall be in accordance with the then current Medical Operations Manual and collect all relevant data regarding the activities of every component of the EMS System involved in any Response to a Request.

**412.2 Integrated CAD/RMS System.** The Parties understand that the Authority's CAD/RMS System recordkeeping system shall be fully comprehensive, including complete and integrated information on all system activities beginning when the Emergency Request or Non-Emergency Request is received through dispatch activities, Response Times, Patient care rendered by Personnel and First Responder personnel, and Transport to the Patient's destination. The CAD/RMS System medical record-keeping system shall also contain complete billing information necessary to complete a billable Patient Care Report.



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**412.3 Integration with Dispatch.** Ensure Emergency Medical Dispatchers enter all fields necessary to fully document the dispatch record in the CAD/RMS system, organized to comply with information, coding and data format conventions as specified by the Authority. Require Emergency Medical Dispatchers and Personnel to comply with all billing interrogation required for appropriate record-keeping and data entry requirements of the EMS System to ensure the creation of a Patient Care Report.

**412.4 Release of Patient Care Reports to the Authority.** After the Contractor completes Patient Business Services, Patient Care Reports will be conveyed to the Authority, within six (6) business days from the date of service, all paper and electronic patient care report forms, and the dispatch record. After such records are conveyed to the Authority, the Contractor shall not make edits to any dispatch record or electronic patient care report. For any necessary data corrections, the Contractor will notify the Authority's Executive Director or designee. All other required reports shall be furnished to the Authority on a daily, weekly, or monthly basis, as required by the Authority.

**412.5 Patient Care Report Tablet Computers.** Contractor shall purchase, own, and maintain Dell Rugged laptop computers and accessories or an Executive Director approved successor model. Contractor shall, at its expense, provide wireless networking equipment and cellular service. All tablet computers shall be capable of directly connecting to the internet. Contractor shall maintain a sufficient number of tablet computers to ensure all Ambulances may be placed in service during an EMS Emergency or Disaster.

**412.6 Patient Care Report Auditing System.** Contractor shall implement and utilize the Authority's automated Patient Care Report clinical auditing system, FirstWatch FirstPass, or a successor software system provided by the Authority. Such audits shall comply with the requirements contained in the Medical Operations Manual.

**412.7 Health Information Exchange.** Contractor shall assist the Authority in establishing a "health information exchange" with Hospitals to automate the transfer of data between the EMS System and Hospitals. Such assistance may include entering patient identification numbers, encounter numbers, scanning patient identification bracelets, or place EMS specific patient identification bracelets.

**412.8 Protected Health Information Security.** Contractor shall ensure protected health information (PHI) that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium will be secured in a manner

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consistent with the standards under section 3003(a) within the HITECH Act and/or with HIPAA, CMS regulations and other applicable federal and state healthcare laws. All sharing of data will be provided by County services unless otherwise notated or authorized within the contract language. All data exchanges will use the strongest encryption available with a minimum standard of AES-256. Methods to mitigate potential risk with secure file transfer protocol (SFTP) data sharing will be incorporated including user access and identity management features to monitor and protect data when third parties need it during and before SFTP transfer where it pertains to the Contractor domain. Data exchange securities are to be applied to both internal and external entities. Where there is file access, there must be an audit method to ensure existing users are still valid. Further recommended measures include but are not limited to a method to monitor file access, user content, IP blacklisting and whitelisting, certificate-based authentication for external users, and hardening the SFTP servers to prevent unauthorized access, data theft, and malware attacks such as only exposing a proxy tier through the firewall as a demilitarized zone (DMZ) against unauthorized access.

### **SECTION 413. ETHICS AND COMPLIANCE**

**413.1 Ethics and Compliance.** Contractor shall conduct its business and perform its responsibilities under this Agreement in accordance with ethical business practices. Contractor further agrees to follow and comply with all Medicare, Medicaid, and other applicable regulations regarding appropriate billing information, and to provide services hereunder in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

**413.2 Ambulance Billing Compliance Program.** Contractor shall implement and maintain a Medicare, Medicaid, and third-party insurance ambulance billing compliance program. Contractor shall provide a copy of its program to the Authority and provide updates anytime the policy is revised.

**413.3 HIPAA Compliance Program.** Contractor shall comply with the provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Business Associate Agreement attached as **Appendix P**. hereto.

**413.4 Medicare Ground Ambulance Data Collection System.** Contractor shall assist the Authority by providing any data necessary to comply with the Medicare ground ambulance data collection system or successor programs.

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**413.5 Social Media Policy.** Contractor shall develop and implement a social media policy that ensures Patient confidentiality as required in Section 420(c) of this Agreement and protects the image and service name of the Authority pursuant to Section 416 of this Agreement.

**413.6 On-Scene Collections.** Contractor shall not be required to request or accept payment for services rendered at the scene, during transport, or upon delivery of the Patient.

**413.7 Round-Trip Transport.** Contractor shall not assign different Ambulances to legs of a round-trip Transport when the turnaround time is expected to be less than fifteen (15) minutes.

#### **SECTION 414. QUALITY MANAGEMENT, ACCREDITATION, AND IMAGE**

**414.1 Quality Management Principles.** Contractor shall apply Quality Management Principles in their efforts to continuously improve Ambulance Services. Contractor and the Authority shall endeavor to apply Quality Management Principles in their collaborative efforts to improve the EMS System.

**414.2 Just Culture.** Contractor shall establish and maintain a Just Culture framework, in accordance with the EMS Rules & Regulations, to ensure Patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and services; supporting a professional environment and culture that encourages and supports Personnel. Contractor shall use Just Culture to understand human error and ensure accountability consoling, coaching, counseling, remedial training, or corrective action.

**414.3 Accreditation.** Contractor shall attain and maintain CAAS Accreditation as an ALS Ambulance Service throughout the term and any extensions of this Agreement. Contractor shall attain and maintain ACE Accreditation as an emergency medical dispatch center of excellence through the term and any extensions of this Agreement. Contractor shall attain and maintain CAMTS Accreditation for the Critical Care Transport throughout the term and any extensions of this Agreement.

**414.4 Use of Authority License and Tradename.** Contractor shall provide all Ambulance Services under the Pinellas County EMS Authority d/b/a Sunstar EMS provider license "ALS-5220" issued by the Florida Department of Health. Contractor shall use the Authority's ambulance service trade name and service mark, "Sunstar", prominently in all its Vehicle markings, uniforms, advertising, employment advertising and

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public information programs, unless agreed to in writing by the Authority's Executive Director. Contractor shall promote, protect, and enhance the reputation and image of the Authority's service trade name using all methods and efforts possible throughout the term of this Agreement. The "Sunstar" trade name logo shall appear on each Vehicle in accordance with **Appendix I**.

**414.5 Use of Corporate Name.** Contractor shall not use its corporate name, any trade name or trademark within Pinellas County for any purpose or for any business related to services provided through this Agreement.

**414.6 Competition.** Contractor and any Affiliates shall not compete with the Authority for the sale of Ambulance or other services offered or anticipated to be offered by the Authority within the County.

**414.7 EMS Grants.** Contractor shall apply each year to the State EMS Matching Grant Program and other grant programs for funding of projects to improve Ambulance Services in Pinellas County.

## **SECTION 415. PUBLIC EDUCATION AND INFORMATION**

**415.1 Public Education.** Contractor is encouraged to maintain a public education campaign designed to: (1) reduce serious injury and fatal accidents by offering public education programs; and (2) train and assist in training Pinellas County citizens in first aid, stop the bleed training, cardiopulmonary resuscitation (CPR), automated external defibrillator use, child safety seat use, drowning awareness, fall prevention and safe living habits for senior citizens.

**415.2 Support for Professional Meetings and Events.** Contractor will support Authority sponsored professional meetings and public education events, including but not limited to, meetings of the Academy of International Mobile Healthcare Integration (AIMHI), the American Heart Association, and the Pinellas Citizen's University.

**415.3 Public Information and Community Outreach.** Contractor shall maintain a comprehensive public information and community outreach program designed to: (1) increase public awareness of the EMS System through social media and mass media; (2) increase involvement in community outreach within Pinellas County to increase public image and goodwill. Contractor shall participate in school career days such as the Great American teach-in; provide ambulance demonstrations to school children and other related public events. Contractor will designate a public information officer to provide

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mass media interviews and public information for incidents or events related to Ambulance Services.

**415.4 Web Site.** Contractor shall establish and maintain a web site for public information during the term of this Agreement, in accordance with Section 416. The web site shall include English content, electronic mail and web site hyperlinks requested by the Authority and comply with all requirements of the Americans with Disabilities Act (ADA). The web site shall be updated often to ensure accuracy and timeliness of the information or upon the request of the Authority. The website shall display the current Hospital status and Ambulance status unless the Authority assumes the responsibility.

**415.5 Annual Report.** In connection with the public information program, Contractor shall submit an annual report to the Authority which shall summarize system statistics, accomplishments, awards, public outreach and education, and social media and mass media outreach such as news releases and public service announcements.

## **SECTION 416. NOTIFICATIONS**

**416.1 Emergency Notifications.** Contractor shall notify the Executive Director or their designee, via e-mail/text message and verbally, upon occurrence or immediately upon discovery, of the following:

1. Mass casualty incidents involving the Response of five or more Ambulances.
2. Severe weather impacting Response to Emergency Requests.
3. Significant unplanned changes to the delivery of Ambulance Services, including system operation conditions.
4. Mutual aid responses and First Responder transports.
5. Daily Statistics pages sent no more often than five times each day between 07:00 and 23:00, including up to date compliance percentages, late minutes, number of exclusions, number of transports, month to date emergency compliance percentage and number of First Responder transports. A minimum of the 07:00 (09:00 on weekend days), 12:00 and 19:00 stats shall be sent daily. Additionally, the stat page for the prior day with exclusions will be sent at 07:00 (09:00 on weekend days) daily.
6. Mass media news coverage or requests from the media. Contractor shall notify the Executive Director in advance of any media contact for interviews.
7. Any damage to, failure of, or problem with any equipment or facilities owned by the County prior to any attempt to repair such equipment or structures. For

example, the failure of utilities or equipment within the EMS section of the Regional 9-1-1 Center.

8. Any information technology related outage, system upgrade, or system reboot whether planned or unplanned on any Authority or Contractor system.
9. Any information technology system security or data breach or potential breach that has affected or may affect any of the Authority's or Contractor's system this includes, but is not limited to, all networks, computing and storage systems, operating systems, applications, data, and end point devices.
10. Any Uncontrollable Circumstance.

**416.2 Senior Management Notifications** Contractor shall notify the Executive Director or their designee prior to hiring, promotion, or any change in Senior Management.

Senior Management terminations shall be reported as soon as practical, but in no event more than one (1) day after such action. Senior Management participating as a member of a board of directors or advisory committee for any corporation, civic organization, or governmental entity within Pinellas County shall be reported prior to serving on such board or committee.

## **SECTION 417. ADDITIONAL SERVICES**

**417.1 Critical Care Transport.** Contractor shall provide Interfacility Transport and occasional Emergency Transport using two Critical Transport Units meeting the specifications set forth in **Appendix I** and complying with the staffing requirements set forth in Section 401(c) hereof. The Primary Critical Care Transport Unit shall be available, twenty-four (24) hours a day, seven (7) days a week. The Secondary Critical Care Transport Unit shall be available Monday through Friday, during day shift utilizing a dedicated 40-hour Registered Nurse that responds with the Secondary Critical Care Unit and meets with an on-duty Ambulance crew consisting of a critical care Paramedic and EMT. Contractor shall also provide at least one (1) Reserve Critical Care Transport Unit utilizing an on-call approach to staff and begin responding within thirty (30) minutes of an Emergency Request for out of county transports and periods of peak demand. In connection with providing this service, Contractor shall follow the guidelines attached hereto as **Appendix I**, as the same may be revised to improve service and collections.

**417.2 Dedicated Standby.** At the written request of the Executive Director or through customers making a direct request, Contractor shall provide Dedicated Standby with

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BLS/ALS 9-1-1 Ambulances, special rescue units, medical tent staffing and/or single EMT/Paramedics and supervisors as indicated by the preplanning for the special event. For mass gatherings or complex medical standby plans, this may include Dedicated Standby of Disaster and Specialty Response Units. Ambulances used for Dedicated Standby shall transport patients from the event location to a medical facility, in which case another Ambulance shall be immediately dispatched to resume provision of Dedicated Standby at the special event. At no time shall Patient Transport be delayed by an Ambulance because of a Dedicated Standby. Contractor shall be paid for a minimum of three (3) hours of coverage per event, for which Contractor is eligible for payment, to account for preparation and travel time. Use of Ambulances and Disaster and Specialty Response Units for training at airports, schools, Hospitals, active assailant joint Police/Fire/EMS field training and other facilities shall be designated as Dedicated Standby. The Executive Director or designee may designate in writing when a Dedicated Standby is “non-billable” to the customer to support a community event, mass gathering, dignitary visit, or other non-profit community gathering that requires pre-planned emergency preparedness coverage through a Dedicated Standby. Contractor shall be compensated for “non-billable” Dedicated Standbys to cover its costs. For Dedicated Standbys coordinated by the Contractor, Contractor shall provide an incident action plan or incident briefing form to the Executive Director or designee prior to the day of the event.

**417.3 Long Distance Transport.** Contractor shall provide, under the Authority’s ambulance service trade name, Long Distance Transport services. Long Distance Transports to destinations outside the State of Florida must be pre-approved by the Executive Director. The Executive Director reserves the right to allow a mutual aid ambulance service to provide out of State transports. Reimbursement for out of state transports shall include cost for an additional paramedic at the Single EMT/Paramedic Dedicated Standby rate, as outlined in **Appendix A**, to ensure adequate rest and safe operations during out of state transports.

**417.5 Mental Health Transports.** Contractor shall provide Interfacility Transport services using two (2) Mental Health Transport Unit meeting the requirements and specifications set forth in **Appendix I** and complying with the staffing requirements set forth in Section 401(c) hereof. The Primary Mental Health Transport Unit shall be available twenty-four (24) hours a day, seven (7) days a week. The Secondary Mental Health Transport Unit shall be available eight (8) consecutive hours per day, seven (7) days per week. The

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Executive Director and Contractor may agree to increase or decrease the scheduled hours of operation to appropriately meet demand, which may include not operating a Secondary Mental Health Transport Unit. Contractor shall have the ability to provide at least one (1) Reserve Mental Health Transport Unit when the primary or secondary unit is unavailable due to maintenance or mechanical failure.

**417.6 Community Paramedic.** Contractor and Authority may jointly develop and provide a Community Paramedic program to serve the community or specific stakeholders. Contractor shall provide such services at a fixed cost per hour for each community-based Paramedic.

**417.7 CME Instructors.** Contractor shall participate in the CME program by providing CME Instructors to the pool of CME Instructors provided by the ALS First Responder agencies and the Contractor to teach Courses.

**417.8 Hospital Bed Delay.** Contractor may be called upon to continue Patient care after the arrival at a Hospital. When the Contractor experiences a Hospital Bed Delay, the Contractor's EMT or Paramedic Personnel shall seek Medical Direction and follow the procedures contained in the Medical Operations Manual regarding Hospital Bed Delay. Contractor shall provide documentation to the Authority for all Hospital Bed Delays.

**SECTION 418. DISASTER ASSISTANCE, EMS EMERGENCY AND MUTUAL AID**

**418.1 State of Emergency or Disaster.** Immediately upon notification by the Authority of a State of Emergency or Disaster, Contractor shall commit all such resources as are necessary and appropriate, given the nature of the Disaster, and shall assist in accordance with plans and protocols applicable in the locality where the State of Emergency or Disaster has occurred. Contractor understands the Authority has the right to utilize mutual aid Ambulances to mitigate the emergency and Transport Patients. When the State of Emergency or Disaster has been mitigated, Contractor shall resume normal operations as rapidly as is practical. Contractor shall assist in the operation of Authority's Disaster and Specialty Response Units if requested.

**418.2 EMS Emergency.** Immediately upon notification by the Authority or the Executive Director of an EMS Emergency, Contractor shall commit such resources as are necessary and appropriate and shall assist in accordance with plans and protocols applicable in the locality where the EMS Emergency has occurred. This may include, but is not limited to, additional Ambulances to be staffed immediately to respond to a large scale or mass casualty incident, support staff to deliver medical supplies or assist in the operation of



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Authority's Disaster and Specialty Response Units, additional Emergency Medical Dispatchers during a telephone outage or communications interruption or any other resource provided by Contractor through this Agreement. Contractor understands the Authority has the right to utilize mutual aid Ambulances to mitigate the emergency and Transport Patients. When the EMS Emergency has been mitigated, Contractor shall resume normal operations as rapidly as is practical.

**418.3 Mutual Aid.** Response by the Contractor to Emergency Requests located in Pasco, Hillsborough or Manatee counties (i.e. normal mutual aid and not Disaster or EMS Emergency related) shall be performed in accordance with all of the terms and conditions of the Agreement. While rendering such mutual aid, Contractor shall not be exempt from Response Time liquidated damages otherwise imposed by this Agreement on Responses occurring in Pinellas County, and Contractor shall manage any response to such out of County mutual aid Emergency Requests in a manner which does not jeopardize Contractor's ability to render reliable Response Time performance as required hereunder.

**418.4 Disaster and Specialty Response Units.** During a Disaster, EMS emergency, large scale emergency or mass gathering, Contractor shall provide staff to operate the Authority's Disaster and Specialty Response Units on an as needed basis. Such units provided and maintained by the Authority, shall be available to the EMS System to evacuate or transport the sick or injured and deliver medical equipment and supplies. Contractor will respond the unit(s) with pre-designated and authorized drivers, provide for the evacuation and transport of the sick or injured; provide for the movement and accounting of supplies and equipment on the scene of the emergency or at an emergency shelter or point of distribution.

**418.5 Local Coverage.** During a State of Emergency or Disaster or EMS Emergency, Contractor shall use best efforts to provide local emergency coverage, and shall suspend non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension.

**418.6 Uncontrollable Circumstance.** After the Disaster or State of Emergency or EMS Emergency, Contractor may apply for Uncontrollable Circumstance exemptions to Response Time requirements on a case-by-case basis in accordance with Section 405 hereof.

**418.7 Support for County Emergency Operations Center.** Contractor will also actively cooperate in planning, updating, and following the Pinellas County Comprehensive

Emergency Management Plan (CEMP), including, but not limited to, Senior Management participation in disaster drills, critiques and providing a representative to the scheduled meetings of the Response Operations Committee and for drills and activations of Pinellas County's Emergency Operations Center at Contractor's expense.

**418.8 Support for State/FEMA Ambulance Strike Teams.** Contractor will actively manage and support any State/Federal Emergency Management (FEMA) Ambulance strike teams that are brought into the County during a Disaster or EMS Emergency.

**418.8 NIMS Training and Compliance.** Contractor shall comply with the then current National Incident Management System (NIMS) compliance and training requirements. Contractor shall ensure Personnel have completed FEMA IS-700, ICS-100, and ICS200 or equivalent courses. Contractor shall ensure Senior Management have completed FEMA IS-700, FEMA IS-800, ICS-100, ICS-200, ICS-300, and ICS-400 or equivalent courses. Contractor shall maintain a copy of course completion for all Personnel.

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**ARTICLE V****DUTIES AND RESPONSIBILITIES OF AUTHORITY****SECTION 501. COMMUNICATIONS INFRASTRUCTURE**

**501.1 Communications Infrastructure Provided.** Except as otherwise provided herein, the Authority shall furnish, own, and maintain, at no cost to Contractor, the EMS System's entire EMS Communications System infrastructure which shall include:

1. Centralized 9-1-1 and non-emergency telephone systems including telephone consoles and wireless headsets.
2. Pinellas County Public Safety and Intergovernmental Radio System access including radio consoles and wireless headsets.
3. Centralized telephone and radio audio recording hardware, software, and storage. Contractor may access its audio recordings directly.
4. Centralized CAD/RMS System or successor system(s) provided by the Authority to include computer hardware, software, and networking equipment to operate the Authority's integrated computer aided dispatch, electronic patient care reporting system and ambulance billing system for First Responder and Ambulance Services.
5. Centralized EMD Pre-Arrival Instructions system.
6. Dispatch console furniture including desktop computers, multiple screens, and accessories for fifteen (15) dispatch positions all with telephone capability and ten (10) with radio capability as shown in **Appendix M**. Chairs and wireless headsets shall be provided.
7. Authority shall provide six (6) dispatch positions at the backup 9-1-1 center all with telephone capability and three (3) with radio capability as shown in **Appendix M**.
8. Three (3) offices in the Regional 9-1-1 Center for manager, supervisor and training/quality assurance as shown in **Appendix M**.
9. 800 MHz and UHF radio system mobile radios sufficient to equip up to one hundred twenty-one (121) Vehicles.
10. Two hundred -seventy-five (275) portable radios for issuing two portable radios to each Ambulance crew and with the additional portable radios to be used for

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EMS Communications, Critical Care Transport, Mental Health Transport, EMS Supervisors, and management.

11. Traffic Preemption System in all Ambulances and Emergency Vehicles.

12. 9-1-1 Pagers for up to two hundred (200) Personnel.

**501.2 Installation and Replacement.** The Authority shall be responsible for the initial installation of all such equipment; and maintenance of such equipment throughout the term and any extensions of this Agreement, except for losses and repairs due to loss, theft, abuse, or neglect. The Authority shall replace mobile and portable radios according to its capital equipment replacement schedule. Contractor shall be responsible for coordinating the installation of all mobile communications equipment. The EMS Communications Systems and equipment to be furnished shall be as specified in **Appendix K** hereof.

## **SECTION 502. CENTRAL FACILITIES**

**502.1 Central Facilities.** The Authority shall furnish for Contractor's use a portion of the Authority's fully centralized EMS complex, including minimum square footages for functional areas not less than those shown in **Appendix M**. The Authority may provide successor facilities for all, or portions of, the functional areas described in **Appendix M** at its discretion. Upon such successor facility or functional area being made available, Contractor shall vacate the existing facility or functional area and assume the responsibility and cost of relocating Contractor's equipment and furnishings.

**502.2 Utilities and Custodial Services.** All utilities in the facility, including administrative telephone lines, shall be furnished by the Authority. The Authority provides basic custodial services, routine interior maintenance, painting, and carpet cleaning of spaces occupied by Contractor.

**502.3 Long Distance Telephone.** If Contractor chooses to utilize long distance phone services procured by the Authority, Contractor shall pay to the Authority, on a quarterly basis, the amount required by the Authority, based upon long distance charges by the County's internal telephone services department.

## **SECTION 503. EMS CENTRAL SUPPLY OVERSIGHT**

The Authority shall establish and maintain a list of approved medical supplies, pharmaceuticals, controlled substances, durable and non-durable medical equipment, and par levels which the Contractor is to maintain pursuant to Section 408. The Medical

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Director and Executive Director or their designee must pre-approve changes to such listing prior to the purchase of such medical supplies. The Authority shall establish and maintain inventory control policies and procedures. The Executive Director or designee shall review and approve all Contractor purchase orders that will be submitted for reimbursement.

**SECTION 504. EMS LICENSE AND VEHICLE PERMIT COSTS**

The Authority shall be responsible for the costs of the Florida EMS license and Ambulance permits issued by the Department. Such licenses and permits shall be in the name of the Authority.

**ARTICLE VI**

**INSURANCE AND INDEMNIFICATION**

**SECTION 601. INSURANCE REQUIREMENTS**

Contractor shall provide insurance in accordance with **Appendix D**.

**SECTION 602. INDEMNIFICATION**

Contractor covenants and agrees that it will indemnify and hold harmless the Pinellas County Board of County Commissioners, the Authority, the Medical Director, and their respective officers and employees, from any claim, loss, damage, cost, charge or expense, including any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree brought or recovered against it by reason of any act, action, neglect or omission by Contractor, its agents, or employees, during the performance of the Ambulance Service Agreement, whether direct or indirect, and whether to any person or property to which the County, the Authority, or said parties may be subject, except that neither Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County, the Authority, or any of their officers or employees.

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## ARTICLE VII

### COMPENSATION AND OTHER FINANCIAL PROVISIONS

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

Each month, Authority shall pay to Contractor for the provision of Base Services Transports, an amount equal to the Base Amount. In addition, the Authority shall pay the Additional Services Amount, if any, and the Reimbursement Amount. From the total of the Base Amount, the Additional Services Amount and the Reimbursement Amount, the Authority shall then subtract the Liquidated Damages Amount, if any. The resulting figure shall be Contractor's Compensation hereunder. Payment of the Compensation shall be made in accordance with Section 218.70, F.S., "The Local Government Prompt Payment Act", after receipt and acceptance by the Authority of an invoice for services rendered during the preceding calendar month. Such invoices shall itemize the Base Amount, the Additional Services Amount, the Reimbursement Amount, and the Liquidated Damages.

**701.1 Adjustments.** Any potential invoice adjustments valued at less than 1% of the total invoice will be processed in the next invoice to ensure invoice processing is not delayed for review or documentation. Further, anytime during any fiscal year, the Authority may review, reconcile, and process any adjustments as part of its "post review" after the Authority's billing or financial review processes have been completed.

#### **SECTION 702. STOP-LOSS PAYMENTS**

**702.1 Prompt Payment.** In any given month that Contractor's Base Services Transports exceed the Base Services Transport Volume, the Authority shall pay to Contractor the Stop-Loss Payment Amount. The Stop-Loss Payment Amount due Contractor shall be made monthly in accordance with Section 218.70, F.S., "The Local Government Prompt Payment Act", after receipt of invoices for services rendered during the preceding calendar month.

**702.2 Stop-Loss.** In any given month the Base Services Transport Volume is not reached, Contractor shall credit the Authority in the invoice for the services provided for that month an amount equal to the difference between the Base Services Transport Volume and Base Services Transports multiplied by the Stop-Loss Payment Rate. In no way shall the sum of all Base Services Amounts for each Fiscal Year and the Annual Stop-Loss Payment Amount be less than the Annual Base Amount.

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**SECTION 703. ADDITIONAL SERVICES**

For Additional Services, compensation shall be determined and paid as follows:

**703.1 Critical Care Transport.** For Primary Critical Care Transport, the Authority shall pay Contractor in accordance with **Appendix A**. For Secondary Critical Care Transport, the Authority has provided for a 40-hour Registered Nurse through the Base Services Amount. For Secondary Critical Care Transports the Contractor will be compensated for each Transport since an on-duty Ambulance crew is utilized to complete the transport. For Reserve Critical Care, Authority shall pay the Contractor call out charges in accordance with **Appendix A**. Call out hours shall only be paid when the Primary and Secondary Critical Care Transport Units are engaged in transport services, for out of county transports, or to respond to an emergency transport.

**703.2 Dedicated Standby.** For each hour of Dedicated Standby, Contractor shall be compensated in accordance with **Appendix A**. Regardless of the actual number of dedicated hours requested per event, Contractor shall be paid for a minimum of three (3) hours of coverage per event, for which Contractor is eligible for payment, to account for preparation and travel time. Payment for each hour of coverage in excess of three (3) hours shall be determined on the following basis: an hour eligible for additional payment shall commence with the thirty-first (31st) minute of such hour. Contractor may provide charitable Dedicated Standby at no cost to the Authority. Contractor shall provide charitable Dedicated Standby for up to six (6) public High School varsity football games per week during the regular football season, playoff game(s) and championship game(s). Contractor shall fill out any forms required by the Authority to determine billable or non-billable standby services.

**703.3 Long Distance Transport.** For each Long-Distance Transport, the Authority shall pay Contractor in accordance with **Appendix A**.

**703.4 Mental Health Transport Services.** For Mental Health Transport Services, the Authority shall pay Contractor in accordance with **Appendix A**.

**703.5 Logistics and Administrative Support.** For providing logistics and administrative support as requested in accordance with Sections 410.7 and 411.13 herein, the Authority shall pay Contractor in accordance with **Appendix A**. Such support may include delivery at no additional cost.

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**703.6 Disaster and Specialty Response Unit Operation.** For providing Disaster and Specialty Response Unit operation, the Authority shall pay Contractor in accordance with **Appendix A.**

**703.7 Community Paramedic.** For providing community-based Paramedic services, the Authority shall pay Contractor in accordance with **Appendix A.**

**703.8 Multiple Patient Transport** For instances in which more than one Patient is transported in the same Ambulance, the Authority shall pay Contractor for one (1) hour of the single EMT/Paramedic Standby Rate to the per Transport compensation, in accordance with **Appendix A**, in addition to the Base Services Transport compensation.

**703.9 CME Instructors.** The Authority shall reimburse Contractor for the actual cost of salary and benefits up to \$75.00 per hour for straight time, overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar, by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing.

**703.10 Learning Management System.** The Authority shall reimburse annually the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be the actual cost of use of the Learning Management System up to \$100 per student per Fiscal Year.

#### **SECTION 704. LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WITH RESPONSE TIME REQUIREMENTS**

The following liquidated damage amounts shall be deducted from the Additional Services Amount:

**704.1 Emergency Requests.** For every Emergency Request to which Contractor's response time exceeds the Response Time provided for in Section 405.3 hereof, the Authority shall deduct liquidated damages from the Additional Services Amount ten (\$10.00) dollars for each minute, or portion thereof, which exceeds the applicable Response Time. Liquidated damages related to Section 405.4 shall only be deducted for EMS Districts not meeting the Response Time requirement. Liquidated damages are assessed in the month when 100 or more Emergency and Downgraded Emergency Requests have been accumulated from the prior month(s) and then the reporting interval starts over at the beginning of the next month.



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**704.2 Downgraded Emergency Requests.** For every Downgraded Emergency Request to which Contractor's response time exceeds the Response Time provided for in Section 405.3 hereof, the Authority shall deduct liquidated damages from the Additional Services Amount, five (\$5.00) dollars for each minute or portion thereof, which exceeds the applicable Response Time. Liquidated damages related to Section 405.4 shall only be deducted for EMS Districts not meeting the Response Time requirement. Liquidated damages are assessed in the month when 100 or more Emergency and Downgraded Emergency Requests have been accumulated from the prior month(s) and then the reporting interval starts over at the beginning of the next month.

**704.3 Non-Emergency Requests.** For every Non-Emergency Request to which Contractor's response time exceeds the Response Time provided for in Section 405.6 hereof, the Authority shall deduct liquidated damages from the Additional Services Amount, five (\$5.00) dollars for each minute or portion thereof, which exceeds the applicable Response Time.

**704.4 Critical Care Transport.** For every Critical Care Transport to which Contractor's response time exceeds the Response Time provided for in Section 405.8 hereof, the Authority shall deduct liquidated damages from the Additional Services Amount, five (\$5.00) dollars for each minute or portion thereof, which exceeds the applicable Response Time.

**704.5 Mental Health Transport.** For every Mental Health Transport to which Contractor's response time exceeds the Response Time provided for in Section 405.9 hereof, the Authority shall deduct liquidated damages from the Additional Services Amount, one (\$1.00) dollar for each minute or portion thereof, which exceeds the applicable Response Time.

**704.6 Daily Non-Compliance.** The Authority shall deduct liquidated damages in the amount of five hundred (\$500.00) dollars from the Additional Service Amount for each category of Request for which Contractor fails to meet the following daily performance compliance: Eight-eight (88%) percent compliance for Emergency and Downgraded Emergency Requests combined and Eight-eight (88%) percent compliance for Non-Emergency Requests.

**704.7 Incentive for Superior Response Time Performance.** The Authority shall waive liquidated damages monthly for each category of Request for which Contractor exceeds

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the following monthly performance compliance. Ninety-two (92.00%) percent compliance for Emergency and Downgraded Emergency Requests combined. Ninety-two (92.00%) percent compliance for scheduled and unscheduled Non-Emergency Requests.

## **SECTION 705. LIQUIDATED DAMAGES FOR FAULTY DATA SUBMISSIONS**

**705.1 Faulty Data Submissions.** The Authority shall deduct liquidated damages equal to the Wholesale Rate for one transport for every Patient served by Contractor for whom all the information required to be supplied by Contractor (i.e., dispatch record, Patient Care Report, and any required forms) is incomplete, illegible, inaccurate, altered, or lacking evidence of medical necessity where such medical necessity exists that prevents the Authority from effectively utilizing its data processing, billing, and collection procedures. Any liquidated damages deducted pursuant to this section will be calculated using the Wholesale Rate in effect for date of the transport.

**705.2 Missing Information.** The Authority understands that it is occasionally impossible to obtain complete and accurate information relative to a given patient at the time service is rendered, and that in such cases it may be necessary to obtain the missing information later by additional research, skip tracing, contacting the receiving hospital's emergency department or medical records staff, the Sheriff's Office or other sources of information or payors such as Medicaid. In that regard, when notified, the Authority shall grant Contractor additional time to complete billing authorization.

**705.3 Waiver of Deduction.** Notwithstanding the foregoing, prior to the imposition of any deduction of liquidated damages under this Section 705, the Authority shall provide Contractor a reasonable amount of time from the date of notification to correct the data deficiency. If, after the additional time has expired, Contractor is unable to provide missing information through no fault of their own, as determined by the Authority's Executive Director, a liquidated damage deduction will be waived.

**705.3 Contractor Support of Authority Billing Processes.** Contractor will cooperate with the Authority, regarding billing/reimbursement issues, to improve collection, including but not limited to clerical time for processing and/or reprocessing billing information.

**705.4 Substantiated Complaints.** Contractor and Authority acknowledge that, while a very rare circumstance, there is occasionally a legitimate complaint about the Ambulance Services provided to a Patient or lack thereof. In such circumstances, the Contractor shall notify the Executive Director who shall review the circumstance. If the Executive Director

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determines the complaint is substantiated, the Authority shall deduct liquidated damages equal to the Wholesale Rate or the Additional Services amount related to the complaint. In cases in which services were rendered appropriately by the Contractor liquidated damages will not be deducted. The Authority shall cancel the bill and not pursue any collections for the services provided and refund any funds already collected whether or not liquidated damages were deducted. The decision of the Executive Director shall be final. Contractor shall never directly or indirectly pay for the Ambulance Services rendered a Patient to resolve a complaint except as specified herein. Contractor may directly reimburse a Patient for any damages related to lost items or damaged property. Further, this section does not prohibit filing an insurance claim for any injury, motor vehicle crash or other accident.

#### **SECTION 706. PAYMENT FOR COUNTY FUEL**

The Contractor may utilize County fueling sites for refueling Vehicles utilized in the performance of this Agreement. Contractor shall be invoiced and remit payment to the County monthly. Contractor shall pay the full cost of fuel including any administrative overhead and dispensing costs. Contractor shall install, at its cost, any vehicle identification/tracking equipment as determined by the County. If Contractor does not remit payment to the County in a timely manner, the Authority may deduct from the Additional Services Amount owed the County by Contractor for the cost of fuel supplied to Contractor pursuant to Section 402.3 hereof during any calendar month.

#### **SECTION 707. LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WITH PERFORMANCE REQUIREMENTS**

**707.1 Performance Requirements.** In the event Contractor fails to comply with any of the Performance Requirements or any terms contained in this Agreement, the Authority shall issue to Contractor a written warning describing such failure. Should Contractor's noncompliance continue after receipt of such warning, the Authority may deduct liquidated damages in an amount equal to one hundred (\$100.00) dollars for each day Contractor remains in non-compliance. For purposes of this Section 707, Performance Requirements shall not include requirements which Contractor has failed to meet, and for which liquidated damage deductions have been made pursuant to other provisions of this Agreement.

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**707.2 Continued Non-Compliance.** If the noncompliance continues for more than three (3) consecutive days, the Authority may deduct liquidated damages in addition to the amounts already deducted; an amount equal to two hundred fifty (\$250.00) dollars for each day Contractor continues to be in noncompliance.

**707.3 Operational Expectations, Professionalism and Conduct.** In the event Contractor fails to comply with any requirements for operational expectations, professional image, and conduct, as listed in **Appendix O** attached hereto, Authority may deduct liquidated damages, an amount as prescribed in **Appendix O** for each occurrence from the Additional Services Amount.

**707.4 Full-Time Staffing.** In the event Contractor fails to comply with the requirements for full-time staffing, as required in Section 410(f). Authority shall deduct liquidated damages in the amount of one thousand (\$1,000.00) dollars multiplied by the number of full-time staff, which brings the Contractor below the calculated requirement monthly, as determined in accordance with **Appendix F**.

## **SECTION 708. REIMBURSEMENT AND PAYMENT FOR SUPPLIES**

**708.1 Reimbursement for Supplies.** Except for those items listed on **Appendix N**, the Authority shall reimburse Contractor monthly for the actual cost of non-prescription medical supplies, durable and non-durable medical equipment and ancillary supplies used by the Ambulance Contractor, First Responders, and for Continuing Medical Education in rendering Patient care and for training purposes, as documented by Authority approved purchase orders, vendor invoices and signed packing slips. Authority shall reimburse Contractor monthly for its actual cost of supplies, sales tax, shipping costs, repairs, maintenance, and ancillary services provided on its behalf in accordance with section 408 herein. Reimbursement shall include all sales taxes paid by the Contractor. Reimbursement shall include any shipping charges and any pre-authorized expedited shipping charges. Contractor shall not seek reimbursement for any late payment fees or other charges caused by not paying its vendors in a timely manner. Contractor shall not seek reimbursement for expedited shipping charges incurred for equipment or supplies not ordered in a timely fashion by the Contractor as determined by the Executive Director or their designee.

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**708.2 Authority Direct Payment of Prescription Based Supplies.** Contractor shall provide a copy, when requested by the Authority or EMS Medical Director (as applicable), of all purchase orders, invoices, packing slips and other documentation for all controlled substances, pharmaceuticals and prescription required equipment and supplies ordered by the EMS Medical Director on behalf of the Authority in accordance with Section 408 of this contract. The Authority shall be responsible, as the direct purchaser, for paying the invoices for controlled substances, pharmaceuticals and prescription required equipment and supplies ordered by the Contractor with the permission of the EMS Medical Director and/or the Authority on behalf of the Authority through a process determined by the County. The Authority will not require an additional competitive purchase process for items ordered by the Contractor in accordance with Section 408.18 Contractor further agrees to order the aforementioned pharmaceuticals, controlled substances, and prescription based supplies and equipment in compliance with directions within Appendix R and Section 1001.2 of this Agreement.

**SECTION 709. REIMBURSEMENT FOR DISASTER ASSISTANCE AND EMS EMERGENCY**

At the conclusion of Disaster assistance or EMS Emergency, as described in Section 411(a) and (b) hereof, Contractor shall determine its additional costs incurred while rendering such Disaster or EMS Emergency assistance and shall present such cost statement to the Authority for review, acceptance, and reimbursement. The cost statement associated with rendering aid under Disaster or EMS Emergency conditions shall be based solely upon the additional costs incurred by Contractor in the course of rendering such assistance and shall not include costs of maintaining production capacity that would have been borne by Contractor to meet normal service requirements if the Disaster or EMS Emergency had not occurred. Only reasonable and verifiable reimbursement of additional costs shall be made relative to Contractor performance during Disaster or EMS Emergency conditions. Contractor shall provide payroll summaries for the two 2-week pay periods before the Disaster or EMS Emergency, the payroll summaries for the affected period and any other documentation requested to determine the incremental expense of additional staffing and the expenses of implementing disaster pay rates such as double time or other incentives established by

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the Contractor that are necessary to ensure staff are available to handle the Disaster or EMS Emergency.

Contractor shall be reimbursed for actual expenses incurred during the Disaster or EMS Emergency to include, but not limited to, additional staffing costs, disaster pay rate staffing costs, food/beverage, lodging, vehicle/equipment rental, medical equipment/supplies, and fuel.

During periods of Disaster, EMS Emergency, or evacuations, and in accordance with a plan proposed by Contractor and coordinated with the County's Comprehensive Emergency Management Plan (CEMP), the Authority and Contractor shall supply, and continuously re-supply as necessary, oxygen and medical supplies to designated disaster sites, treatment areas or public shelters which are designated by the County.

Contractor shall position one Ambulance at each of the public shelters designated by the County as a "special needs" shelter. The Authority shall supply shelter medical supply carts and oxygen tank racks to support the Contractor's distribution of medical supplies and oxygen cylinders to disaster sites, treatment areas or public shelters. Contractor shall operate Disaster and Specialty Response Units, including medical ambulance buses, to assist First Responders and affect the orderly evacuation and sheltering of citizens.

Contractor shall transport special needs or bed bound Patients by Ambulance per the procedures established in the CEMP.

Contractor will assist the Authority in managing the inventory and performing stock rotation of medical supplies of Authority's Disaster and Specialty Response Units disaster response vehicles.

#### **SECTION 710. AUTOMATIC ANNUAL INFLATION ADJUSTMENT**

Beginning on October 1, 2025, and annually thereafter, all compensation payment amounts contained in **Appendix A**. shall be adjusted by 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 CUURS35DSA0) as of April each year for the most recent twelve (12) months. In no circumstances shall the inflation adjustment be less than two and one half (2.5%) percent or greater than four and one half (4.5%) percent in any given year.

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**SECTION 711. USE OF COUNTY INFRASTRUCTURE**

Contractor shall reimburse the Authority an amount sufficient to cover a fair and reasonable portion of the Authority's infrastructure costs for office space and utilities for any Senior Management staff that support corporate functions not related to duties contained in this Agreement. The reimbursement rate shall be based upon the following cost allocation method - \$15.00 per sq. ft. per month and multiplied by percentage of time spent on corporate activities.

**SECTION 712. AUDITS AND INSPECTIONS**

**712.1 Examination of Records.** Contractor shall make available to the Authority for its examination its records with respect to all matters covered by this Agreement, and the Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls including individual employee compensation, inventory records, individual employee personnel records, daily logs, conditions of employment, and other data related to all matters covered by this Agreement. Databases and reports shall be in a mutually agreeable format.

**712.2 Records Retention.** Contractor shall retain all records pertaining to this Agreement for a period of at least seven (7) years after final payment is made.

**712.3 Reports.** Contractor shall make available any performance reports requested by the Authority including, but, not limited to scheduled and actual unit hours, unit hour utilization and workload measures, staffing and call out reports, and response time reports.

**712.4 Observation.** The Authority's representatives may at any time, and without notification, directly observe Contractor's operation of the EMS Communications Center and any facilities or stations and an Authority representative may ride as "third person" on Contractor's Ambulances at any time. Authority's representatives, including Medical Control Board members and the Medical Director, shall complete any training required ride aboard an Ambulance. 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 Contractor in advance of any such visit.

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**SECTION 713. FISCAL NON-FUNDING**

Notwithstanding any other provision of this Agreement to the contrary, in the event sufficient budgeted funds are not available for a new fiscal period, the Authority shall notify Contractor in writing within five (5) days of the determination of such occurrence, and this Agreement shall terminate on the last day of current fiscal period without penalty or expense to the Authority.

**SECTION 714. NOT TO EXCEED CAP**

Any and all compensation or reimbursement of any kind to the Contractor provided for in this Article VII or elsewhere in this Agreement, in any Fiscal Year shall not exceed the specific amount of the approved budget adopted through the Authority's governing body's budgetary process for services or reimbursement to the Contractor provided under this Agreement for such Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget. The Parties recognize that in the event of a Disaster, it may be necessary for the Authority's governing body to utilize the emergency powers of Chapter 252, Florida Statutes to authorize a budget amendment modifying such approved budget to provide funds for compensation or reimbursements necessitated by such emergency expenditures. It is further agreed and understood among the parties that the Authority may not compel the Contractor to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved. Upon the Authority's approval of an adopted budget or budget amendment, the Authority has also approved the adjustment of the not to exceed cap, the contract purchase order amount and any other actions necessary to comply with Chapter 2 of the Pinellas County Code.

**SECTION 715. PERFORMANCE BOND**

Throughout the term of this Agreement, which shall include the term of any renewal period, Contractor shall maintain in force a Performance Bond in the amount of three million (\$3,000,000.00) dollars.



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**ARTICLE VIII****EVENTS OF DEFAULT****SECTION 801. EVENTS OF DEFAULT**

Each of the following shall constitute an Event of Default on the part of Contractor:

The failure or refusal by Contractor to substantially fulfill any of its obligations in accordance with this Agreement when such failures do not create a public health or safety emergency. However, no such failure or refusal shall constitute an Event of Default unless and until:

1. The Authority's Executive Director has given prior written notice to Contractor specifying that a default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of Contractor; and
2. Contractor either has not corrected such default, or has not initiated reasonable steps, as determined by the Authority, to correct the same within thirty (30) days from the date of such notice and thereafter does not continue to take reasonable steps, as determined by the Authority's Executive Director, to correct such default.

Persistent and repeated failures or refusals by Contractor to substantially fulfill any of its obligations in accordance with this Agreement, or failure or refusal by Contractor to substantially fulfill any of its obligations in accordance with this Agreement that constitute a public or safety health emergency, shall, notwithstanding the notice and cure provisions pursuant to subparagraph a above, constitute an immediate Event of Default.

The final adjudication of Contractor as bankrupt after the filing of an involuntary petition under the Federal Bankruptcy Act, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by Contractor or until the order of adjudication is no longer able to be appealed.

In the event of a strike, work stoppage, slow down or any other labor disruption, which causes failure of the Contractor to substantially fulfill any of its obligations in accordance with this Agreement, the Authority, in its sole discretion, may immediately terminate this

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agreement without penalty to the Authority. Such disruption on the part of the Contractor's workforce shall constitute a default on the part of the Contractor for purposes of Section 805.

Upon the occurrence of an Event of Default, the Authority may, at its discretion, redeem the Performance Bond, which Contractor must have in place pursuant to Section 715.

**SECTION 802. EFFECT OF EVENT RESULTING IN TERMINATION**

Failure of the Contractor to substantially fulfill any of its obligations in accordance with this Agreement, considered an Event of Default, shall be considered a material breach of the Agreement and shall be cause for the Authority, at its sole discretion, to immediately terminate this Agreement without penalty to the Authority.

In the event of termination, other than for fiscal non-funding pursuant to Section 714, Contractor agrees to continue operations until either (i) the expiration of ninety (90) days, or (ii) the date on which a new party is substituted for Contractor as hereinafter provided, whichever occurs first. During such period, the Authority shall continue to be obligated to make payments to Contractor in accordance with Article VII hereof, and Contractor shall continue all operations and support services in accordance with the terms of this Agreement.

If this Agreement is terminated pursuant to this Article VIII, or expires pursuant to Article IX or Section 1001, Contractor shall cooperate with the Authority or any other party providing ambulance transport service by providing reasonably necessary assistance to ensure uninterrupted Ambulance Services during the transition from the Contractor to a new service provider at no additional cost to the Authority.

It being essential to the public welfare of the citizenry of Pinellas County that resources necessary for the delivery of Emergency Medical Services be available at all times regardless of who may be providing the services, the parties agree that the Authority shall have the option in the Event of Default to take immediate possession of Vehicles, EKG monitors, and hydraulic stretchers from Contractor through a purchase pursuant to the paragraph below.

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The Authority shall have the option to purchase each item of Equipment for an amount equal to then depreciated value of such equipment. Such purchase shall be subject to and contingent upon the Authority's governing body's appropriation of the necessary funds. The calculated value shall be the straight-line depreciated value of the Equipment, based upon the original cost of the item, and with depreciation beginning upon the initial date that the item was placed in service under the Agreement, and assuming the item shall be one hundred (100%) percent depreciated by the end of its stipulated Safe Useful Life. For undefined items the safe useful life shall be five years. Upon such sale, all of Contractor's right, title, and interest in and to such Equipment shall be deemed to be conveyed to the Authority. Contractor further agrees to execute and procure such documents, and take such other actions, as are necessary and proper to affect such conveyance.

The Parties agree that, upon the occurrence of termination for an Event of Default, it would be difficult or impossible to identify the cost to the Authority of such an Event of Default. Therefore, upon the occurrence of an Event of Default, Contractor shall pay to the Authority as liquidated damages, and not as a penalty, the sum of eight million (\$8,000,000.00) dollars, such amount to be paid to the Authority as follows: three million (\$3,000,000.00) dollars in Performance Bond funds, as required under Section 715 hereof; plus the value of Contractor's inventory of medical supplies conveyed to the Authority at the time of takeover and for which the Authority has not yet reimbursed Contractor, the value to be established by an inventory of the stock and estimate of its value prepared by an independent certified public accountant mutually acceptable to the Authority and Contractor and/or actual unpaid invoices, plus funds retained by the Authority from payments owed Contractor for work performed prior to the occurrence of the Event of Default.

If the total of these amounts is less than Eight Million (\$8,000,000.00) Dollars, Contractor shall make payment to the Authority in the amount of the shortfall within ninety (90) days after the occurrence of the Event of Default. If the total of these amounts exceeds Eight Million (\$8,000,000.00) Dollars, the Authority shall pay the excess amount to Contractor within ninety (90) days of the Contractor's payment to the Authority of the sums required herein.

**ARTICLE IX****TERM****SECTION 901. TERM**

The term of this Agreement shall be for five (5) years, commencing October 1, 2024, and terminating at midnight, September 30, 2029. The Agreement may be renewed by written agreement of the parties and upon no less than a twelve (12) month written notice from Authority to Contractor, for up to two (2) consecutive three (3) year periods after the initial term. This option shall be exercised only if all terms and conditions remain the same or changes are mutually agreed by the Parties, and the Authority grants approval. The provisions of Article VII shall continue to be effective during any extension period and shall not be renegotiated unless mutually agreed by the Parties. The effective date of the Agreement shall be October 1, 2024. Contractor will begin transition services from notice to proceed to ensure Ambulance Services begin on October 1, 2024.

**ARTICLE X****MISCELLANEOUS****SECTION 1001. ASSIGNMENT AND SUBCONTRACTING**

**1001.1 Assignment.** Contractor shall not assign any portion of the Agreement for services to be rendered without first obtaining written consent from the Authority. Any assignment made contrary to the provisions of this section shall, at the option of the Authority, terminate the Agreement and shall not convey any rights to the assignee. Any change in majority ownership of the Contractor shall, for purposes of the Agreement, be considered a form of assignment. The Authority shall not unreasonably withhold its approval of requested change in ownership, so long as the transferee can conclusively demonstrate the ability to perform all terms, conditions, meet financial and other obligations of the Ambulance Service Agreement.

**1001.2 Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any

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subcontractor other than the subcontractors specified in the Agreement and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion. For the purpose of ordering controlled substances, pharmaceuticals and prescription required equipment and supplies, the Contractor must do so in accordance with Section 708.2. All subcontractors are listed in Appendix R. Such list of approved subcontractors can be modified in accordance with Appendix R.

### **SECTION 1002. NONDISCRIMINATION IN EMPLOYMENT**

In the performance of this contract, Contractor shall not discriminate against any individual based on race, color, religion, national origin, gender, sexual orientation, age, marital status, or disability, as provided in Chapter 70 of the Pinellas County Code, whether selecting, hiring, placement, removal, compensation, establishing the terms, conditions, and privileges of employment, or for any reason. Failure to comply with this provision may be deemed to be a material breach and cause for immediate termination of the contract at the sole discretion of the Authority.

Contractor is responsible for and shall, at all times during the term of this contract, comply with any and all federal, state, and local laws and regulations regardless of their scope, including but not limited to the Fair Labor Standards Act, the Family and Medical Leave Act, Title VII of The Civil Rights Act of 1964, the Age Discrimination in Employment Act, Florida Unemployment Compensation Act, Florida Workers' Compensation Act, and the Florida Civil Rights Act of 1992. Failure to comply with this provision may be deemed to be a material breach and cause for immediate termination of the contract at the sole discretion of the Authority.

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**SECTION 1003. 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  
  
  EMS & Fire Administration  
  12490 Ulmerton Road – Suite 134  
  Largo, Florida 33774-2700

If to Contractor:        Chief Operating Officer  
  
  Paramedics Logistics Florida LLC  
  
  12490 Ulmerton Road  
  
  Largo, Florida 33774-2700

**SECTION 1004. ENTIRE AND COMPLETE AGREEMENT**

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 1005. OTHER DOCUMENTS**

Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested to give full effect to this Agreement.

**SECTION 1006. APPLICABLE LAW**

The laws of Florida shall govern the validity, interpretation, construction, and performance of this Agreement.

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**1006.1 Independent Contractor Status and Compliance with the Immigration**

**Reform and Control Act.** The County designates the Contractor as its authorized agent for the sole purpose of purchasing pharmaceuticals, controlled substances, or medical supplies requiring a prescription as an agent of the Authority. Otherwise, Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer with the County.

Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

**1006.2 Compliance with Laws.** The laws of the State of Florida and Pinellas County Ordinances apply to any purchase made under this contract. Contractor shall comply with all local, state, and federal directives, orders and laws as applicable to this contract including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

**1006.3 Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**SECTION 1007. PUBLIC RECORDS LAW**

Pursuant to Florida Statutes s. 119.0701, Contractor shall:

Keep and maintain public records that ordinarily and necessarily would be required by the Authority to perform the service.

Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the Authority all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

**1007.5 Contractor Confidential Information.** All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

**SECTION 1008. 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 expedient. 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



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waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

#### **SECTION 1009. 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, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

#### **SECTION 1010. INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement except for the purpose of purchasing pharmaceuticals, controlled substances, or medical supplies requiring a prescription as an agent of the Authority.

#### **SECTION 1011. HEADINGS**

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

#### **SECTION 1012. CONTRACT DISPUTE RESOLUTION**

Contractor and the Authority will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, the dispute will be mediated by a mediator chosen jointly by Contractor and the Authority within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator; Contractor and the Authority will share the cost of the mediation equally. The Parties, if both Parties agree, may also replace mediation with some other form of non-binding alternate dispute resolution (“ADR”) procedure.

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Any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation may then be submitted by either party to the 6th Judicial Circuit Court, State of Florida, in Pinellas County. Each Party consents to jurisdiction over it by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party.

Either party may resort to the judicial proceedings described in this paragraph prior to the expiration of the two (2)-month ADR period if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful, or (b) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its Affiliates, agents, employees, customers, suppliers, or sub-contractors.

#### **SECTION 1013. COUNTERPARTS**

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

#### **SECTION 1014. SURVIVAL**

The following provisions shall survive the expiration or termination of the Term of this Agreement: Article VI and Sections 705, 707, 712, 801, 802, 1006 and 1007 (and others which by their nature would survive).

#### **SECTION 1015. CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions, and during the term of this Agreement.

The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association,

interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**SECTION 1016. NO THIRD-PARTY BENEFICIARY**

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:  
KEN BURKE, CLERK

PINELLAS COUNTY EMERGENCY  
MEDICAL SERVICES AUTHORITY

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM  
By: Patrick H. Allman IV  
Office of the County Attorney  
Office of County Attorney

ATTEST:  
BY: 

PARAMEDICS LOGISTICS FLORIDA, LLC  
By:   
Herman Schwartz *Schwartz*  
Chief Executive Officer

**APPENDIX A**

**FY24-25 COMPENSATION SCHEDULE**

<b>MONTHLY BASE SERVICES &amp; STOP-LOSS</b>	<b>AMOUNT</b>
Base Services Amount	\$4,964,453.33
Monthly Base Transport Volume	13,000
Stop-Loss Payment Rate per ALS Transport	\$364.20
Stop-Loss Payment Rate per BLS Transport	\$332.25
Primary Critical Care Transport Base Amount	\$122,220.00
Mental Health Transport Services Base Amount	\$36,600.00
<b>ADDITIONAL SERVICES</b>	<b>AMOUNT</b>
Reserve Critical Care Transport Call-Out Charge per hour; 3 hours minimum.	\$270.40
BLS Dedicated Standby Rate Rate per hour, per EMT and EMT 2- Person Team Assigned to Ambulance, Special Rescue, or Event Staff 3 hours minimum	\$151.45
ALS Dedicated Standby Rate Rate per hour, per Paramedic and EMT 2- Person Team Assigned to Ambulance, Special Rescue, or Event Staff 3 hours minimum	\$166.45
Dedicated Standby Rate/Multiple Patient Transport Rate per hour, per Supervisor, Paramedic or EMT	\$83.25
Long Distance Transport - per transport	\$471.45
Long Distance Transport Mileage – per mile over 25 miles	\$4.50
Secondary Mental Health Transport Unit – per hour	\$77.10
Disaster & Specialized Response Unit – per hour	\$166.45
Community Paramedic - per hour, per Paramedic	\$95.00
Logistics or Administrative Support Per hour, per person including delivery vehicle when needed.	\$39.20

**APPENDIX B**  
**INVOICE AND PAYMENT**

**PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. To expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the Purchase Order (PO)

Remit To	Billing address to which you are requesting payment be sent.
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number.
Shipping Address	Address where goods and/or services were delivered.
Ordering Department	Name of ordering department
Contact Name	Ordering department contact name, email, and phone number.
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided.
Quantity	Quantity of goods or services billed.
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all the line totals for the invoice

Pinellas County offers a credit card payment process (e-Payables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information, please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise because of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

1.) Requesting department for this purpose is defined as the County department for whom the work is performed.

2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction, and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections

218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred because of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

### Appendix C - Performance Bond

## FRONT PAGE OF BOND

Bond No. SURU2210001863  
Executed in Four (4) Originals.

CONTRACTOR: Name: Paramedics Logistics Florida, LLC  
Primary Business  
Address: 12490 Ulmerton Road  
Largo, FL 33774  
Phone: \_\_\_\_\_

SURETY: Name: Ascot Surety and Casualty Company  
Primary Business  
Address: 55 W 46<sup>th</sup> Street  
New York, NY 10036  
Phone: (646) 356-8101

AGENT: Name: Alliant Insurance Services, Inc.  
Primary Business  
Address: 40 Stanford Drive, 2<sup>nd</sup> Floor  
Farmington, CT 06032  
Phone: (860) 269-2148

OBLIGEE: Name: Pinellas County  
Primary Business  
Address: 400 South Fort Harrison Avenue, 6<sup>th</sup> Floor  
Clearwater, FL 33756  
Phone: 727-464-3205

CONTRACT BOND AMOUNT: Three Million and 00/100 Dollars (\$3,000,000.00)

CONTRACT DATE: October 1, 2024

BID NO. AND TITLE: 24-0224-RFP Ambulance Services



24-0224-RFP  
Ambulance Services

Page 1 of 3

**BONDS**

**BOND NO. SURU2210001863**  
**Executed in Four (4) Originals.**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE

PRESENTS: That Paramedics Logistics Florida, LLC, as Principal,  
and Ascot Surety and Casualty Company, as Surety,

Located at:

55 W 46<sup>th</sup> Street, New York, NY 10036

(646) 356-8101

(Business Address)

( Phone Number)

Are held and firmly bound unto Pinellas County, Florida, as Obligee in the sum of Three Million and 00/100

DOLLARS \$ (\$3,000,000.00)

our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into an Agreement with Obligee for **Ambulance Services, Bid No: 24-0224-RFP which includes the solicitation specifications, the resulting contract, and AMBULANCE SERVICE AGREEMENT and APPENDICES**, which is incorporated by reference and made a part hereof, and is referred to as the Agreement.

THE CONDITIONS OF THIS BOND is that if Principal:

1. Performs the Agreement at the times and in the manner prescribed in the Agreement; and
2. Pays Obligee any and all losses, damages, costs, and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Agreement, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then this bond is void; otherwise it remains in full force.

Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect Surety's obligations under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the Specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the Specifications.

24-0224-RFP  
Ambulance Services

Page 2 of 3

BONDS

BOND NO. SURU2210001863  
Executed in Four (4) Originals.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Agreement and hereby satisfies those conditions

IN WITNESS WHEREOF, the above bound parties have executed this instrument this      <sup>g<sup>th</sup></sup> day of April, 2024 the name of each party being affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body

Signed, sealed, and delivered:

In the presence of

Witness as to Principal

Witness as to Principal

PRINCIPAL: Paramedics Logistics Florida, LLC

(Authorized Signature)

(Print Name)

(Title)

12490 Ulmerton Road

Largo, FL 33774

(Business Address)

STATE OF FLORIDA  
COUNTY OF     

The foregoing instrument was acknowledged before me this

By  
Of

Corporation, on behalf of the Corporation. he/she is personally known to me or has produced Florida

Driver's License as identification and who did (did not) take an oath:

Notary:

Print Name:

Commission Number:

My Commission Expires:

*Suzanne Fountain*  
Suzanne Fountain  
2-18-2025



24-0224-RFP  
Ambulance Services

Page 3 of 3

**BONDS**

**BOND NO. SURU2210001863**  
**Executed in Four (4) Originals.**

SURETY: Ascot Surety and Casualty Company

Witness as to Surety

(Authorized Signature)

Witness as to Surety

(Print Name)

(Title)

(Business Address)

or

Mikael Elias, Witness as to Attorney In Fact

(Signature As Attorney In Fact)  
(Attach Power of Attorney)

Carina Slimm, Witness as to Attorney In Fact

Jessica L. Piccirillo  
(Print Name)

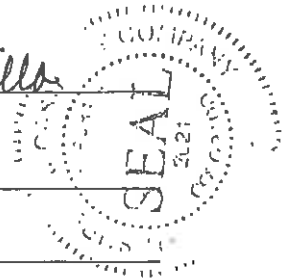
Attorney-in-Fact  
(Title)

55 W 46<sup>th</sup> Street  
New York, NY 10036

(Business Address)

(646) 356-8101

(Telephone Number)



STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me

By \_\_\_\_\_  
Of \_\_\_\_\_

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

**See Attached Notary Sheet**

Notary:

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Connecticut

County of Hartford

On April 09, 2024 before me, Amanda Kelsey Jovino  
(insert name and title of the officer)

personally appeared Jessica L. Piccirillo,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

AMANDA KELSEY JOVINO  
NOTARY PUBLIC  
MY COMM EXP 11/30/2027  
CONNECTICUT

Signature *Amanda Kelsey Jovino* (Seal)



Ascot Surety & Casualty Company
Ascot Insurance Company
55 W 46th Street, 26th Floor
New York, NY 10036

Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That Ascot Surety & Casualty Company and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Victoria P. Lyons, Jessica L. Piccirillo and Russell M. Canterbury

of Farmington, CT (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof;

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the Individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 22nd day of February 2024.



ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Handwritten signature of Matthew Kramer

Matthew Kramer (Chief Executive Officer)

Handwritten signature of Tara Quigley

Tara Quigley (Executive Vice President, Surety)

STATE OF CONNECTICUT )
COUNTY OF FAIRFIELD ) ss.

On this 22nd day of February 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the Individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E GUSEVA
Notary Public, State of Connecticut
My Commission Expires June 30, 2024

Handwritten signature of Ksenia E. Guseva
Notary Public Ksenia E Guseva
My commission expires on June 30, 2024

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 9th day of April, 2024

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY



STATE OF FLORIDA-PINELLAS COUNTY
I hereby certify that the foregoing is a true copy as recorded in the official records of Pinellas County.
This 15 day of April, 2024
KEN BURKE
Clerk of the Circuit Court & Comptroller

Handwritten signature of John Gill

John Gill, Secretary



All Claims Notices should be sent to Ascot Surety & Casualty Company 55 W 46th St, 26th Floor, New York NY 10036: Attention Surety Claims suretyclaims@ascotgroup.com
By: Deputy Clerk

## APPENDIX D

### INSURANCE REQUIREMENTS

#### 1. INSURANCE:

- a) **Proposal submittals should include the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below.** If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements. If certificate received with proposal was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Vendor or their agent prior to the expiration date.
  1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.
  2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor. (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by these insurance requirements and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of these insurance requirements with regard to limits, terms and conditions, including completed operations coverage.
  - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
  - (5) All policies shall be written on a primary, non-contributory basis.
  - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
  - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusion is included in the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards including the loading and unloading of patients, unless Contractor can show that this coverage exists under the Commercial General Liability policy or the Professional Liability (Medical Malpractice – Errors and Omissions) Insurance Policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000

(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000



- (5) Professional Liability (Medical Malpractice -Errors and Omissions) Insurance with at least minimum limits as follows. Coverage shall include Loading and Unloading of patients. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (6) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (7) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

**APPENDIX E  
WAGE PLAN**

**Emergency Medical Responder**

<b>Date</b>	<b>Minimum Hourly</b>	<b>Minimum Annually</b>	<b>Maximum Hourly</b>	<b>Maximum Annually</b>	<b>Hourly Rate Increase</b>
<b>10/01/2024</b>	\$17.00	\$38,896	\$17.43	\$39,880	\$1.00
<b>10/01/2025</b>	\$17.51	\$40,063	\$17.95	\$41,070	\$0.51
<b>10/01/2026</b>	\$18.04	\$41,276	\$18.49	\$42,305	\$0.53

**Emergency Medical Technician**

<b>Date</b>	<b>Minimum Hourly</b>	<b>Minimum Annually</b>	<b>Maximum Hourly</b>	<b>Maximum Annually</b>	<b>Hourly Rate Increase</b>
<b>10/01/2024</b>	\$22.00	\$50,336	\$31.91	\$73,010	\$1.74
<b>10/01/2025</b>	\$22.66	\$51,846	\$32.86	\$75,184	\$0.66
<b>10/01/2026</b>	\$23.34	\$53,401	\$33.85	\$77,449	\$0.68

**Paramedic**

<b>Date</b>	<b>Minimum Hourly</b>	<b>Minimum Annually</b>	<b>Maximum Hourly</b>	<b>Maximum Annually</b>	<b>Hourly Rate Increase</b>
<b>10/01/2024</b>	\$27.75	\$63,492	\$40.24	\$92,069	\$1.71
<b>10/01/2025</b>	\$28.58	\$65,391	\$41.45	\$94,838	\$0.83
<b>10/01/2026</b>	\$29.44	\$67,359	\$42.70	\$97,698	\$0.86

**Critical Care Registered Nurse**

<b>Date</b>	<b>Minimum Hourly</b>	<b>Minimum Annually</b>	<b>Maximum Hourly</b>	<b>Maximum Annually</b>	<b>Hourly Rate Increase</b>
<b>10/01/2024</b>	\$41.52	\$94,998	\$44.88	\$102,685	\$1.21
<b>10/01/2025</b>	\$42.77	\$97,848	\$46.23	\$105,766	\$1.25
<b>10/01/2026</b>	\$44.05	\$100,783	\$47.61	\$108,939	\$1.28

**System Status Controller**

<b>Date</b>	<b>Minimum Hourly</b>	<b>Minimum Annually</b>	<b>Maximum Hourly</b>	<b>Maximum Annually</b>	<b>Hourly Rate Increase</b>
<b>10/01/2024</b>	\$28.10	\$64,293	\$40.75	\$93,236	\$1.34
<b>10/01/2025</b>	\$28.94	\$66,215	\$41.97	\$96,027	\$0.84
<b>10/01/2026</b>	\$29.81	\$68,205	\$43.23	\$98,910	\$0.87

**Vehicle Supply Technician / Mental Health Technician**

<b>Date</b>	<b>Minimum Hourly</b>	<b>Minimum Annually</b>	<b>Maximum Hourly</b>	<b>Maximum Annually</b>	<b>Hourly Rate Increase</b>
<b>10/01/2024</b>	\$17.85	\$40,841	\$25.89	\$59,236	\$0.85
<b>10/01/2025</b>	\$18.39	\$42,076	\$26.66	\$60,998	\$0.54
<b>10/01/2026</b>	\$18.94	\$43,335	\$27.46	\$62,828	\$0.55

**Lube Technician**

<b>Date</b>	<b>Minimum Hourly</b>	<b>Minimum Annually</b>	<b>Maximum Hourly</b>	<b>Maximum Annually</b>	<b>Hourly Rate Increase</b>
<b>10/01/2024</b>	\$19.87	\$41,330	\$28.81	\$59,925	\$0.95
<b>10/01/2025</b>	\$20.46	\$42,557	\$29.67	\$61,714	\$0.59
<b>10/01/2026</b>	\$21.08	\$43,846	\$30.57	\$63,586	\$0.62

**Fleet Technician**

<b>Date</b>	<b>Minimum Hourly</b>	<b>Minimum Annually</b>	<b>Maximum Hourly</b>	<b>Maximum Annually</b>	<b>Hourly Rate Increase</b>
<b>10/01/2024</b>	\$28.79	\$59,883	\$41.75	\$86,840	\$1.37
<b>10/01/2025</b>	\$29.65	\$61,672	\$43.01	\$89,461	\$0.86
<b>10/01/2026</b>	\$30.54	\$63,523	\$44.30	\$92,144	\$0.89

**APPENDIX F**  
**STAFFING CALCULATIONS**

**Full Time Staffing Calculations**

Perform the following steps to calculate the Full Time Staffing requirement:

**Count System Transports for Reporting Month**

- Include Emergency, Downgraded, Non-Emergency, Scheduled and Long Distance
- Exclude Dedicated Standbys, CCT, MHT, and any Outside Work Transports

**Calculate the Staffing Requirement as follows:**

- Paramedics - Monthly Transports divided by 1,000 and multiplied by 8 (8 FTEs needed per 1,000 Transports), equals the number of Full Time Equivalents (FTEs) needed.  
Example: (10,000 Transports / 1,000 x 8) = 80 FTEs.
- EMTs/EMRs - Monthly Transports divided by 1,000 and multiplied by 13 (13 FTEs needed per 1,000 Transports), equals the number of Full Time Equivalents (FTEs) needed.  
Example: (10,000 Transports / 1,000 x 13) = 130 FTEs.
- FTEs multiplied by the 80% requirement, equals the total number of Full Time Paramedics or Full Time EMTs necessary to fulfill the minimum contract requirements.  
Example: 80 FTEs x 80% = 64 Full Time Paramedics, and 130 FTEs x 80% = 104 Full Time EMTs.
- Round to the nearest whole person.

**List all Full Time Paramedics and EMTs assigned as Field Personnel**

- Include only Full Time Paramedic and EMT/EMR personnel, who handle System Transports.
- Exclude CCT, MHT, EMS Communications Center personnel and hours.
- Report Paramedic and EMTs separately.
- Format the Report, selecting only work hours assigned to field operations during the reporting month, in the following manner:

Counter	EMS Id	P or E	Full Name	# Hours Worked	# Hours Paid Time Off	Total Hours
1	34-1032	P	Doe, John	168	8	176

**Calculation of Liquidated Damages**

- Subtract the number of full time EMTs and Paramedics (calculated separately) from the number of full time EMTs/EMRs and Paramedics required (80% FTE). Multiply the difference by One Thousand dollars. Example: (64 FTE Requirement - 62 Actual Full Time Paramedics) x \$1,000.00 = \$2,000.00.

**APPENDIX G  
MEDICAL OPERATIONS MANUAL**

[www.pcemsomd.com](http://www.pcemsomd.com)

Medical Operations Manual – Volume 1 – Clinical Operating Guidelines

Medical Operations Manual – Volume 2 – Administrative

Medical Operations Manual – Volume 3 – Critical Care Transport

**APPENDIX H**

**FLEET PLAN FY2024-2025 to FY2029-2030**

Existing	Maintain, Remount or Replace
<b>BLS Interfacility Ambulances</b>	
Quantity - 5 Chassis – 2017 Ford Transit Van Type II Patient Compartment – 2017 Ford Transit Van Type II Not available for remount	Replace in FY23-24 Quantity - 5 Chassis - 2025 Ford E350 Type III Patient Compartment -2025 AEV Firstar Number of Remounts Remaining – 2  Add in FY23-24 Quantity - 5 Chassis - 2025 Ford E350 Type III Patient Compartment -2025 AEV Firstar Number of Remounts Remaining – 2
Quantity - 10 Chassis – 2017/2018/2019 Ford Transit Van Type II Patient Compartment – 2017/2018/2019 Ford Transit Van Not available for remount	Replace in FY24-25: Quantity - 10 Chassis - 2025 Ford E350 Type III Patient Compartment - 2025 AEV Firstar Number of Remounts Remaining - 2
Quantity - 5 Chassis – 2019 Ford Transit Van Type II Patient Compartment – 2019 Ford Transit Van Type II Not available for remount	Replace in FY25-26: Quantity - 5 Chassis - 2026 Ford E350 Type III Patient Compartment - 2025 AEV Firstar Number of Remounts Remaining – 2  Add in FY25-26: Quantity - 5 Chassis - 2026 Ford E350 Type III Patient Compartment - 2025 AEV Firstar Number of Remounts Remaining - 2
<b>BLS/ALS 911 Ambulances</b>	
Note: 2020 Agreement allowed 3 Remounts for existing units.2024 Agreement allows 2 Remounts going forward.	
Quantity - 3 Chassis - 2018 Ford E450 Type III Patient Compartment – 2004/2007 AEV Trauma Hawk Number of Remounts Remaining - 1	Remount in FY24-25: Quantity - 3 Chassis - 2025 Ford E450 Type III or equivalent. Patient Compartment - 2004/2007 AEV Trauma Hawk Number of Remounts Remaining - 0
None	Add in FY24-25: Quantity - 5 Chassis - 2025 Ford E450 Type III Patient Compartment - 2025 AEV Trauma Hawk Number of Remounts Remaining - 2
Quantity - 7 Chassis - 2019 Ford E450 Type III Patient Compartment – 2004/2007 AEV Trauma Hawk Number of Remounts Remaining - 1	Remount in FY25-26: Quantity - 7 Chassis - 2026 Ford E450 Type III or equivalent. Patient Compartment – 2004/2007 AEV Trauma Hawk Number of Remounts Remaining - 0
Quantity - 1 Chassis - 2019 Ford E450 Type III Patient Compartment - 2015 AEV Trauma Hawk Number of Remounts Remaining - 2	Remount in FY25-26: Quantity - 1 Chassis - 2026 Ford E450 Type III or equivalent. Patient Compartment - 2015 AEV Trauma Hawk Number of Remounts – 1

Quantity - 2 Chassis - 2021 Ford E450 Type III Patient Compartment - 2004 AEV Trauma Hawk Number of Remounts Remaining - 0	Replace in FY27-28: Quantity - 2 Chassis - 2028 Ford E450 Type III or equivalent. Patient Compartment - 2027 AEV Trauma Hawk Number of Remounts Remaining - 2
Quantity - 6 Chassis - 2021 Ford E450 Type III Patient Compartment - 2006/2007 AEV Trauma Hawk Number of Remounts - 0	Replace in FY27-28: Quantity - 6 Chassis - 2028 Ford E450 Type III or equivalent. Patient Compartment - 2028 AEV Trauma Hawk Number of Remounts Remaining - 2
Quantity - 4 Chassis - 2021 Ford E450 Type III Patient Compartment - 2014/2015 AEV Trauma Hawk Number of Remounts Remaining - 2	Replace in FY27-28: Quantity - 4 Chassis - 2028 Ford E450 Type III or equivalent. Patient Compartment - 2028 AEV Trauma Hawk Number of Remounts Remaining - 2
Quantity - 5 Chassis - 2022 Ford E450 Type III Patient Compartment - 2004/2008 AEV Trauma Hawk Number of Remounts Remaining - 0	Replace in FY28-29: Quantity - 5 Chassis - 2029 Ford E450 Type III or equivalent. Patient Compartment - 2029 AEV Trauma Hawk Number of Remounts Remaining - 2
Quantity - 4 Chassis - 2022 Ford E450 Type III Patient Compartment - 2007/2009 AEV Trauma Hawk Number of Remounts - 0	Replace in FY28-29: Quantity - 4 Chassis - 2029 Ford E450 Type III or equivalent. Patient Compartment - 2029 AEV Trauma Hawk Number of Remounts Remaining - 2
Quantity - 5 Chassis - 2022 Ford E450 Type III Patient Compartment - 2015 AEV Trauma Hawk Number of Remounts Remaining - 0	Replace in FY28-29: Quantity - 5 Chassis - 2029 Ford E450 Type III Patient Compartment - 2029 AEV Trauma Hawk Number of Remounts Remaining - 2
Quantity - 1 Chassis - 2023 Ford E450 Type III Patient Compartment - 2004 AEV Trauma Hawk Number of Remounts Remaining - 0	Replace in FY29-30: Quantity - 1 Chassis - 2029 Ford E450 Type III or equivalent. Patient Compartment - 2004 AEV Trauma Hawk Number of Remounts Remaining - 2
Quantity - 17 Chassis - 2024 Ford E450 Type III Patient Compartment - 2004 AEV Trauma Hawk Number of Remounts Remaining - 0	Maintain: Quantity - 17 Chassis - 2024 Ford E450 Type III or equivalent. Patient Compartment - 2004 AEV Trauma Hawk Number of Remounts Remaining - 0
Quantity - 19 Chassis - 2025 Ford E450 Type III Patient Compartment - 2004 AEV Trauma Hawk Number of Remounts Remaining - 0	Maintain: Quantity - 19 Chassis - 2025 Ford E450 Type III Patient Compartment - 2004 AEV Trauma Hawk Number of Remounts Remaining - 0
<b>Critical Care Medium Duty Ambulances</b>	
Quantity - 1 Chassis - 2021 Ford F650 Patient Compartment - 2021 AEV Medium Duty Number of Remounts - 2	Maintain: Quantity - 1 Chassis - 2021 Ford F650 Patient Compartment - 2021 AEV Medium Duty Number of Remounts - 2
Quantity - 1 Chassis - 2016 Freightliner M2 Patient Compartment - 2004 AEV Medium Duty Number of Remounts Remaining - 0	Replace in FY27-28: Quantity - 1 Chassis - 2028 Freightliner M2 or equivalent. Patient Compartment - 2028 AEV Medium Duty Number of Remounts Remaining - 2

<b>EMS Supervisor Units</b>	
Quantity - 3 Chassis - 2016 Chevrolet Tahoe	Replace in FY23-24: Quantity - 3 Chassis - 2024 Chevrolet Tahoe or equivalent.
Quantity - 2 Chassis - 2016 Chevrolet Tahoe	Replace in FY24-25: Quantity - 2 Chassis - 2025 Chevrolet Tahoe or equivalent.
Quantity - 1 Chassis - 2020 Ford F250 XLT	Replace in FY27-28: Quantity - 1 Chassis - 2028 Ford F250 XLT or equivalent.
Quantity - 2 Chassis - 2021 Chevrolet Tahoe	Replace in FY28-29 Quantity - 2 Chassis - 2029 Chevrolet Tahoe or equivalent.
<b>Mental Health Transport Units</b>	
Quantity - 1 Chassis - 2018 Ford Transit Van	Replace in FY25-26: Quantity - 1 Chassis - 2026 Ford Transit Van or equivalent.
Quantity - 1 Chassis - 2019 Ford Transit Van	Replace in FY26-27: Quantity - 1 Chassis - 2027 Ford Transit Van or equivalent.
<b>Medical Supply Units</b>	
Quantity - 1 Chassis - 2020 Ford Transit Cutaway Van	Replace in FY27-28: Quantity - 1 Chassis - 2028 Ford Transit Cutaway Van or equivalent.
Quantity - 1 Chassis - 2020 Ford Transit Van	Replace in FY27-28: Quantity - 1 Chassis - 2028 Ford Transit Van or equivalent.
<b>Fleet Maintenance Unit</b>	
Quantity - 1 Chassis - 2015 Chevy Silverado Pickup	Replace in FY24-25: Quantity - 1 Chassis - 2025 Chevy Silverado Pickup or equivalent.
<b>All-Terrain Vehicle</b>	
Quantity - 1 Chassis - 2015 Kubota ATV Patient Care Box, Cot Mount, and Trailer	Maintain: Quantity - 1 Chassis - 2015 Kubota ATV Patient Care Box, Cot Mount, and Trailer



## APPENDIX I

### TECHNICAL SPECIFICATIONS FOR AMBULANCES & VEHICLES

#### TYPE II AMBULANCES

All Type II Ambulances shall meet the Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F) as may be amended.

The exterior of all Units shall be painted in the manufacturer's standard gloss white with reflective striping, logo, lettering, and markings as approved by the Executive Director.

No extraneous stickers, markings, lettering, or advertising shall be affixed to any Unit except with the written authorization of the Executive Director.

All Units shall look substantively like the vehicle pictured below.



**TYPE III AMBULANCES**

All Type III Ambulances shall meet the Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F) as may be amended.

The exterior of all Units shall be painted in the manufacturer's standard gloss white with reflective striping, logo, lettering, and markings as approved by the Executive Director.

No extraneous stickers, markings, lettering, or advertising shall be affixed to any Unit except with the written authorization of the Executive Director.

BLS/ALS Ambulances shall be labeled "AMBULANCE" and ALS Ambulances shall be labeled "PARAMEDICS".

All Units shall look substantively like the vehicle pictured below.





## **BARIATRIC AMBULANCES**

From the BLS/ALS 911 Ambulance Fleet, two (2) Type III Ambulances shall be designated for bariatric transports (patients weighing over 700 pounds). During daily use these Ambulances will be standard 911 Ambulances with a hydraulic stretcher and powered loading system.

Upon conversion there will be a bariatric stretcher (Stryker MX-PRO Bariatric Cot), a set of steel ramps, and a patient compartment electric winch mounted in the designated Ambulances. The use of this system is primarily intended for non-emergency transports and requires a 60-minute conversion and response of an EMS Supervisor. For 9-1-1 calls, a Technical Rescue upgrade or other Fire Rescue response would be needed for safe and timely transport.



## **MENTAL HEALTH TRANSPORT UNIT**

The primary Mental Health Transport Unit shall be a minivan, painted in the manufacturer's standard gloss white.

No extraneous stickers, markings, lettering, or advertising shall be affixed to any Unit except with the written authorization of the Executive Director. The intent is for this vehicle to be "unmarked."

The Unit shall look substantively like the vehicle pictured below. The secondary or backup Mental Health transport Unit may be a passenger van or minivan.



## **EMS SUPERVISOR VEHICLE**

EMS supervisor vehicles shall be a mid-sized sport utility vehicle or pickup truck with topper. The exterior of all Units shall be painted in the manufacturer's standard gloss white with reflective striping, logo, lettering, and markings as approved by the Executive Director.

No extraneous stickers, markings, lettering, or advertising shall be affixed to any Unit except with the written authorization of the Executive Director.





**FLEET MAINTENANCE UNIT**

Fleet Maintenance vehicle(s) shall be a pickup truck painted in the manufacturer's standard gloss white.

No extraneous stickers, markings, lettering, or advertising shall be affixed to any Unit except with the written authorization of the Executive Director.

All Fleet Maintenance Vehicles shall look substantively like the vehicle pictured below.



## **MEDICAL SUPPLY UNITS**

Medical Supply Units shall be a medium duty chassis delivery truck and a high-top delivery van painted in the manufacturer's standard gloss white.

The service name shall be in the form of the Authority's logo. The Executive Director shall approve additional wording and letter sizing and placement.

No extraneous stickers, markings, lettering, or advertising shall be affixed to any Unit except with the written authorization of the Executive Director.

Medical Supply Units shall look substantively like the vehicle pictured below.



## **TECHNICAL SPECIFICATIONS FOR AMBULANCES AND CRITICAL CARE TRANSPORT UNITS**

All Ambulances and Critical Care Transport Units shall meet the Federal Specifications for the Star-of-Life Ambulance (KKK-A-1822F) as may be amended.

All BLS Interfacility and BLS/ALS 911 Ambulances shall have the following attributes or equipment:

- Type II or III
- LED Emergency Lighting
- Undercarriage Lighting (Type III only)
- Air Horn System
- Backup cameras
- Electrical Inverter System
- Vehicle Safety Monitoring System (Samsara or equivalent)
- EKG Monitor/Defibrillator as specified for ALS Ambulances and an AEDs for BLS Ambulances
- Hydraulic Stretcher - Stryker Power-PRO XT with XPS for system compatibility.
- Hydraulic Stretcher Powered Loading System - Stryker Power-LOAD for system compatibility.
- The inventory load plan must comply with the current BLS/ALS Inspection forms.

The Primary Critical Care Transport Unit and Secondary Critical Care Transport Unit shall have the following attributes or equipment above and beyond a standard BLS/ALS 911 Ambulance:

- Medium Duty Type III
- Minimum Gross Vehicle Weight Rating of 26,000 lbs.
- Independent Diesel Generator
- Medication on-board refrigerator
- Tie Downs or a specialized mounting to secure hospital intensive care equipment to include, but not limited to, intra-aortic balloon pump (IABP) equipment, extracorporeal membrane oxygenation (ECMO) "heart/lung bypass" equipment, Impella heart pumps, ventilators, IV pump, etc.
- Stryker Lifepak 15 V4+ EKG Monitor/Defibrillator 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, invasive blood pressure and temperature monitoring.
- Hamilton T1 Transport Ventilator. Volume/pressure ventilator with blender capable of mixing gases to deliver the prescribed oxygen concentration required by any adult or pediatric patient or equivalent approved by EMS Medical Director.
- Two (3) channel Eitan Sapphire IV Pumps for the controlled infusion of up to six medications simultaneously or equivalent approved by EMS Medical Director.
- Temporary transvenous pacemaker approved by EMS Medical Director.
- Electronic Fetal Monitor approved by EMS Medical Director.
- McGrath MAC EMS Video Laryngoscope or equivalent approved by EMS Medical Director.
- Quantum ACR4 Ambulance Child Restraint System or approved equivalent.
- Quantum Baby ACR Ambulance Child Restraint System or approved equivalent.
- Standard basic and advanced life support equipment to treat adult and pediatric patients.
- The inventory load plan must comply with the current Pinellas County CCT Inspection forms.
- Advanced Medications as approved by the Medical Director including paralytics.

## **TECHNICAL SPECIFICATIONS FOR MENTAL HEALTH TRANSPORT UNITS**

- Safety Barrier between Driver and Client (except on reserve van)
- Interior lights and large observation mirror to view client compartment.
- Door locks are operable and set for "Child Safety" in the client compartment.
- 800 MHz Mobile Radio (except on reserve van)
- 800 MHz Portable Radio with spare battery.
- First Aid Kit (secured and not in client compartment)
  - CPR Pocket Mask
  - Non-Sterile Gloves
  - Eye Protection
  - Miscellaneous Bandages
  - No Scissors or other BLS/ALS equipment or supplies.
- Fire extinguisher (secured and not in client compartment).
- Flashlight with batteries.
- Client Compartment will be clean and equipped with standard Seat Belts.
- No storage of any other equipment or supplies.



**APPENDIX J**

**EMS DISTRICTS AND FIRST RESPONDERS**

**RESOLUTION 14-66**

**A RESOLUTION OF THE PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY PURSUANT TO ITS AUTHORITY UNDER CHAPTER 80-585, LAWS OF FLORIDA, AS AMENDED, ESTABLISHING EMERGENCY MEDICAL SERVICE DISTRICTS.**

WHEREAS, The Florida Legislature in Chapter 80-585, Laws of Florida, as amended (the "Act"), established the Pinellas County Emergency Medical Services Authority ("Authority") which was subsequently approved by referendum of the electorate; and

WHEREAS, the Board of County Commissioners is established as the governing body of the Authority; and

WHEREAS, the Authority is required to provide for the designation of districts within the territorial boundaries of Pinellas County for the provision of Emergency Medical Services; and

WHEREAS, the Authority has determined, that certain adjustments to existing district boundaries should be made based upon changes in the service providers within certain districts heretofore established; and

WHEREAS, in accordance with Resolution 09-37 which establishes the level of service for the county-wide EMS system, in order to implement the level of service requirements it is necessary for the Authority to set the boundaries of the several EMS districts in order to provide for appropriate EMS services throughout the County.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, sitting as the governing body of the Authority, in regular session duly assembled this 19<sup>th</sup> day August 2014 that:**

Section 1. The Following Municipalities and Independent Fire Districts are hereby designated EMS Districts:

- 1) East Lake Fire and Rescue District
- 2) City of Gulfport
- 3) City of Madeira Beach
- 4) City of Oldsmar
- 5) Palm Harbor Fire and Rescue District
- 6) Pinellas Suncoast Fire and Rescue District
- 7) City of St. Pete Beach

- 8) City of South Pasadena
- 9) Tierra Verde Fire District (including Ft. Desoto)
- 10) City of Treasure Island

Section 2. The following Cities along with the areas in which they provide Fire protection services are designated as Emergency Medical Service Districts:

- 1) City of Clearwater including the Clearwater Fire District
- 2) City of Dunedin including the Dunedin Fire District
- 3) City of Largo including the Largo Fire District, Highpoint Fire District served by Largo, Town of Belleair, City of Belleair Bluffs, and Belleair Bluffs Fire District
- 4) Lealman Fire Rescue District including the Town of Kenneth City
- 5) City of Pinellas Park including the Pinellas Park Fire District
- 6) City of Safety Harbor including the Safety Harbor Fire District
- 7) City of Seminole including the Seminole Fire District
- 8) City of St. Petersburg including the portion of the Highpoint Fire District served by St. Petersburg, and the Gandy Fire District
- 9) City of Tarpon Springs including the Tarpon Springs Fire District

Section 3. The Towns of Redington Beach, Redington Shores and North Redington Beach have entered into Interlocal Agreements with the Cities of Seminole and Madeira Beach for the provision of fire suppression and rescue services. Based upon these agreements, the Authority believes that Emergency Medical Services can most effectively be provided by the Fire Districts the Cities have contracted with. Therefore the Authority creates the Redington Beaches Emergency Medical Services District consisting of the Towns of Redington Beach, Redington Shores and North Redington Beach. This District shall be served by those jurisdictions that have contracted to provide fire suppression services to these cities.

Section 4. This Resolution supersedes Resolution 10-154 and Resolution 13-71.

Section 5. This Resolution shall take effect on October 1, 2014.

In a regular meeting duly assembled this 19<sup>th</sup> day of August 2014, Commissioner Roche offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner Morrone and upon call the vote was:

AYES: Seel, Latvala, Roche, Justice, Long, Morrone and Welch.

NAYS: None.

ABSENT AND NOT VOTING: None.

## **FIRST RESPONDERS**

### **ALS**

- City of Clearwater including the Clearwater Fire District
- City of Dunedin including the Dunedin Fire District
- East Lake Fire and Rescue District
- City of Gulfport
- City of Largo including the Largo Fire District, Highpoint Fire District served by Largo, Town of Belleair, City of Belleair Bluffs, and Belleair Bluffs Fire District
- Lealman Fire Rescue District including the Town of Kenneth City
- City of Madeira Beach
- City of Oldsmar
- Pinellas Suncoast Fire and Rescue District
- Palm Harbor Fire and Rescue District
- City of Pinellas Park including the Pinellas Park Fire District
- City of Safety Harbor including the Safety Harbor Fire District
- City of Seminole including the Seminole Fire District
- City of South Pasadena
- City of St. Petersburg including the portion of the Highpoint Fire District served by St. Petersburg, and the Gandy Fire District
- Tierra Verde Fire District (including Ft. Desoto)
- City of St. Pete Beach
- City of Tarpon Springs including the Tarpon Springs Fire District
- City of Treasure Island
- Pinellas County EMS Authority – Pinellas County Sheriff Tactical EMS Team

### **BLS**

- Airport Rescue Fire Fighters (ARFF)
- Eckerd College Search and Rescue (ECSAR)

## APPENDIX K

### EMS COMMUNICATIONS SYSTEM

The Authority provides communications infrastructure to enable Contractor Personnel to receive emergency and non-emergency requests for service by telephone; conduct administrative functions by telephone; notify their personnel via pager; coordinate and dispatch Ambulances via radio; coordinate scene information between Ambulances and First Responder via radio; conduct Medical Direction consults via radio; notify hospitals of incoming Patients from the Ambulance via radio; and receive vehicle location data via wireless data systems at the Regional 9-1-1 Center. The Center features an Uninterruptible Power Supply (UPS) System and two redundant Diesel Generators to ensure electrical power is never interrupted.

#### Operator Positions (Call-taking / Dispatching)

Thirteen (13) Operator Positions within the EMS Communications portion of the Regional 9-1-1 Center allow for recorded answering of the following telephone lines as described below. Ten of the thirteen operator positions have radio console capability.

#### 9-1-1

Incoming 9-1-1 telephone lines that feature enhanced 9-1-1 computer consoles capable of providing Automatic Location Identification (ALI) and Automatic Number Identification (ANI) data. System features the ability to transfer callers to another 9-1-1 operator or center.

#### 727-587-2111 or 727-582-2001 (Non-Emergency Lines)

Incoming telephone lines, with rollover capability, allows the receipt of Emergency and Non-emergency requests for Ambulance Service from health care facilities and the public. The Ambulance Contractor is responsible for answering these lines.

#### 727-587-2101 or 727-582-2002 (Sunstar Supervisor Lines)

Incoming telephone lines, with rollover capability, allow the receipt of administrative requests and call coordination for EMS system personnel. The Ambulance Contractor is responsible for answering these lines.

#### 727-587-2102 or 727-582-2003 (Medical Communications Lines)

One (1) incoming telephone line, with rollover capability, is for Medical Communications. Receipt of Medical Communications administrative requests and call coordination for EMS system personnel, and health care facilities are conducted on this line. The Ambulance Contractor is responsible for answering these lines.

#### Outgoing

Outgoing telephone lines allow Personnel access to telephone lines for emergency and non-emergency outgoing calls.

#### 800 MHz Radio System

The provision of dedicated ambulance tactical channels allows the coordination and dispatch of ambulance units by the EMS Communications Center. Seven (7) tactical channels are designated as Sunstar Channels to be used solely for Ambulance to EMS Communications Center communications. An overview of the current usage is as follows:

SS-A Primary Dispatch

SS-B North County Radio Operator

SS-C Non-Emergency Radio Operator

SS-D Administrative Hailing

SS-E Mid-County Radio Operator

SS-F EPCR/Computer Support

SS-G South County Radio Operator

## SS-H High Priority Tactical

### Medical Communications

The provision of dedicated tactical channels allows for medical communication coordination through the EMS Communications Center and the consultation by field paramedics with online physicians. Two (2) tactical channels are designated as Medical Communications to be used solely for field paramedic to EMS Communications Center and physician communications. An overview of their general usage is as follows:

MED-A Hailing

MED-B Primary Online Medical Consultation

MED-C thru MED-O Pinellas County Hospitals (soft patched)

### Fire/Rescue

Pinellas County Emergency Communication (9-1-1) operates eleven (11) tactical channels to allow for the coordination and dispatch of fire/rescue units. Sunstar mobile and portable radios are programmed to allow access to these channels to coordinate communications between fire/rescue units and Sunstar.

### UHF Med Radios

UHF Med Radios are in place in each ambulance and allow communications with all hospitals in the State in accordance with the State Communications Plan.

### Paging

9-1-1 Alphanumeric Pagers and a Paging Transmitter allow the County's CAD System the ability to page on duty units through the County's paging transmitters.

### Computer Aided Dispatch

The County provides the CAD System including hardware, software, and connectivity for Contractor's dispatchers within the EMS Communications Center. The County will be implementing Hexagon On-Call CAD System for all first responders in Pinellas County to include 9-1-1, Law Enforcement, Fire/Rescue and Ambulance. Emergency call data will flow seamlessly to all responders and include all call taking and dispatch functions. This system will be utilized by the Contractor to track all ambulances, process all emergency and non-emergency responses, and document non-emergency requests for service. The system will replace the County's CORE CAD and Zoll RescueNET Systems. The current systems will be maintained until the successor system has been installed.

### 911 Audio Recording of Telephone and Radio

A digital audio recording system is in place. It records every operator console telephone and all radio channels relating to Medical Direction and Sunstar. The Authority shall ensure such audio recording equipment is reliable and proper archives are maintained. Contractor has access to this system for quality assurance and investigations.

### Automated Vehicle Location and Mobile Communications Terminals

Contractor shall provide all necessary hardware and networking equipment to allow its GPS enabled Mobile Communications Terminals (MCTs) aboard each Vehicle to communicate with the County's CAD System. The County shall provide the necessary software.

**APPENDIX L**  
**PRESUMPTIVE RUN CODES**

**CALL ANSWERING**

9-1-1 or non-emergency call for service is received by the Regional 9-1-1 Center or the Ambulance Contractor's personnel answering the non-emergency Ambulance Service phone line.



**EMD/EFD DETERMINANT**

Regional 9-1-1 Center personnel conduct caller information gathering using ProQA EMD/EFD Protocols or 9-1-1 SOPs, as applicable, or Ambulance Contractor's personnel use ProQA EMD to process non-emergency requests. Regional 9-1-1 and the Ambulance Contractor will assign the EMD/EFD Response Determinant to the call to generate the prioritized response to the emergency or non-emergency.



**RESPONSE**

Following the current Medical Operations Manual Protocols (AD2 911 Call Processing and Response Assignment), (AD3 Medical Priority Dispatch (MPDS) Local Options) and (AD4 Non-emergency line Call Processing and Ambulance Response Assignment). The appropriate BLS-Interfacility, BLS/ALS 9-1-1 Ambulance, Critical Care Transport Unit, or Mental Health Transport Unit will be dispatched to the request for service.

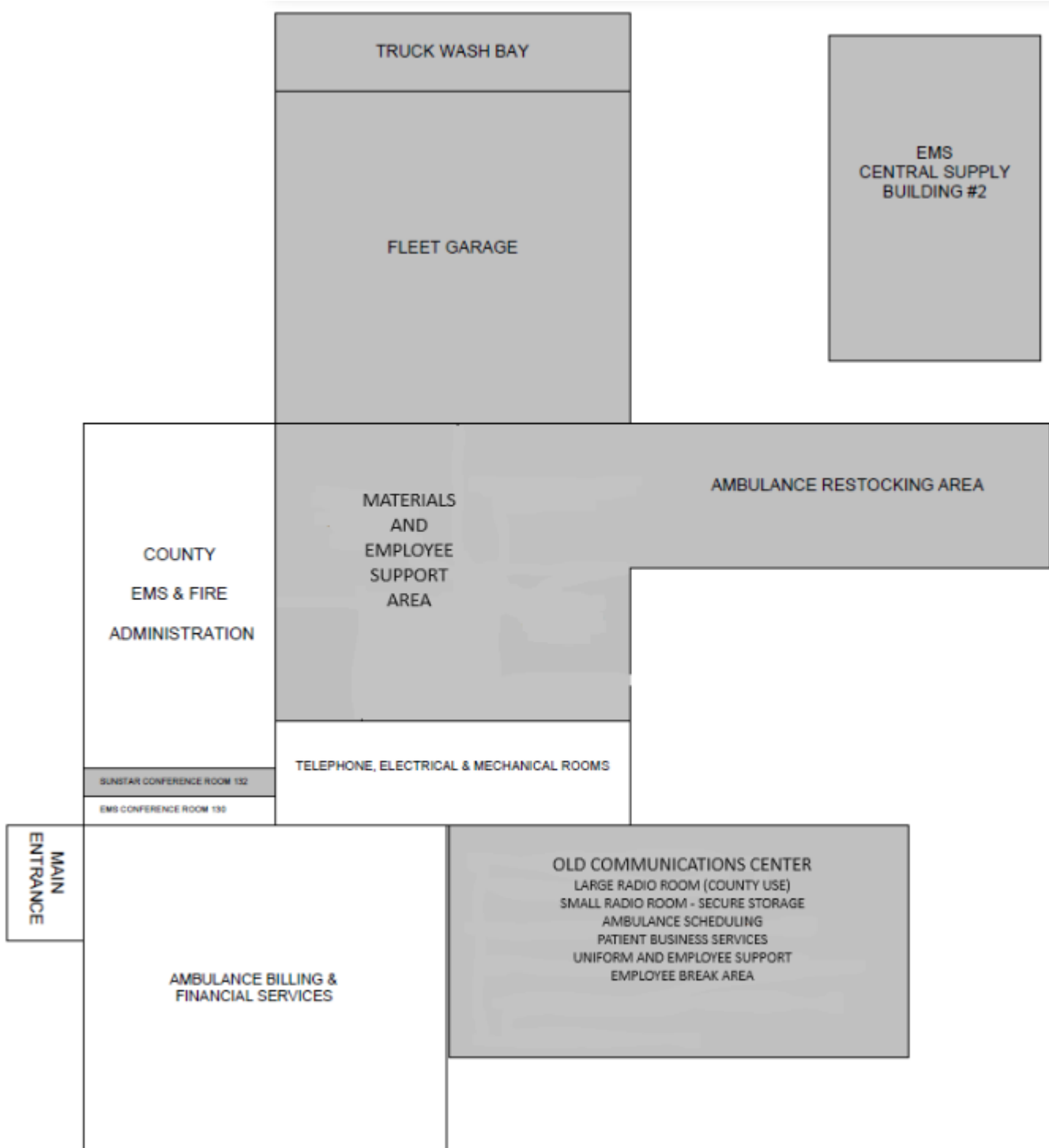


**RESPONSE PRIORITY CODE**

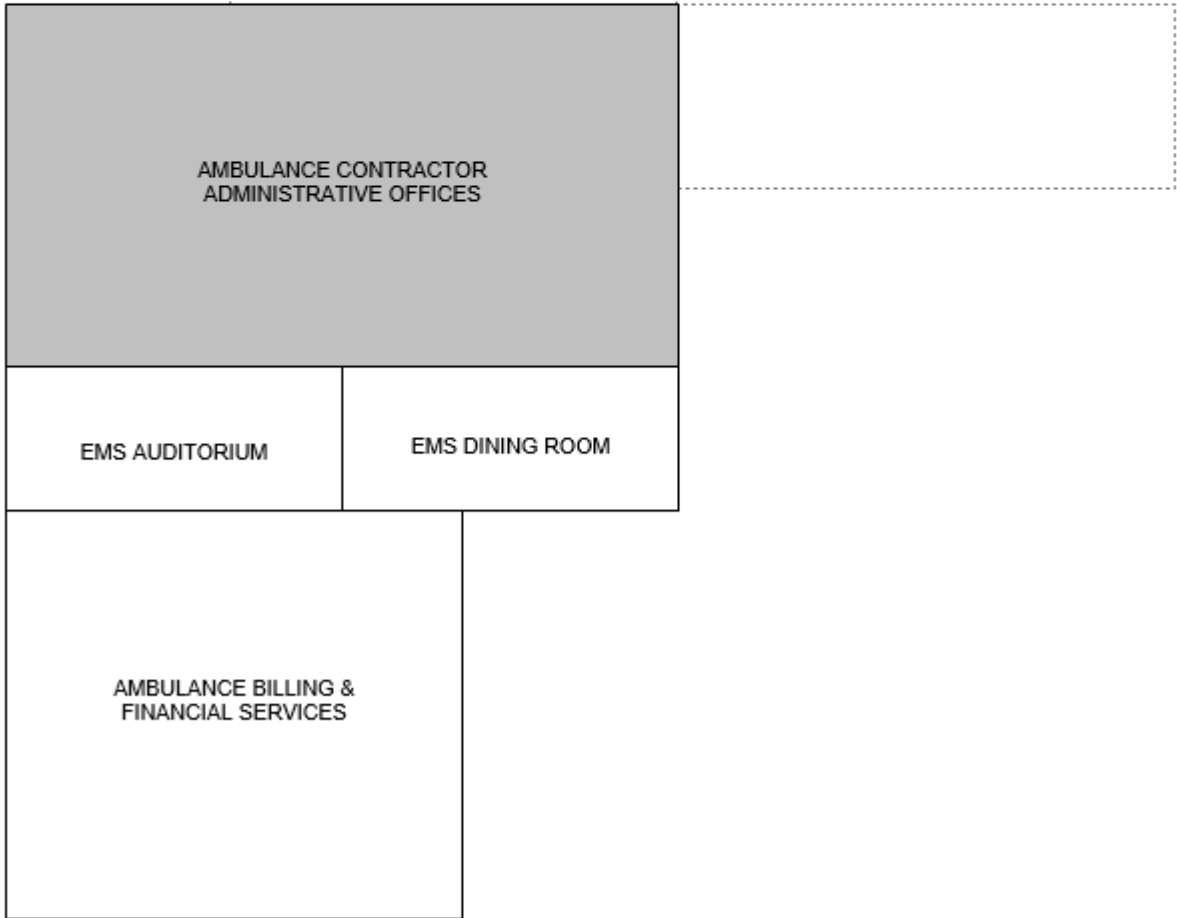
The appropriate Response Priority Code will be documented by the Ambulance Contractor's personnel as follows:

- Priority 1 = Emergency
- Priority 2 = Downgraded Emergency
- Priority 3 = Unscheduled Non-Emergency
- Priority 4 = Scheduled Non-Emergency
- Priority 5 = Omega Hold Call
- Priority 6 = Unscheduled Long-Distance Transport
- Priority 7 = Critical Care Transport
- Priority 8 = Scheduled Long-Distance Transport
- Priority 9 = All Children's Transport Team
- Priority 10 = Mental Health Transport

**APPENDIX M  
FACILITIES**



12490 ULMERTON ROAD  
LARGO, FL 33774  
SHADED AREA = CONTRACTOR



AMBULANCE CONTRACTOR  
ADMINISTRATIVE OFFICES

EMS AUDITORIUM

EMS DINING ROOM

AMBULANCE BILLING &  
FINANCIAL SERVICES



10750 ULMERTON ROAD  
LARGO, FL 33778  
SHADED AREA = CONTRACTOR

9-1-1 DISPATCH POSITIONS

Dispatch Position 22	Dispatch Position 18
Dispatch Position 23	Dispatch Position 19
Dispatch Position 24	Dispatch Position 20
Dispatch Position 25	Dispatch Position 21

Dispatch Position 14	Dispatch Position 10
Dispatch Position 15	Dispatch Position 11
Dispatch Position 16	Dispatch Position 12
Dispatch Position 17	Dispatch Position 13

9-1-1 ADMINISTRATION

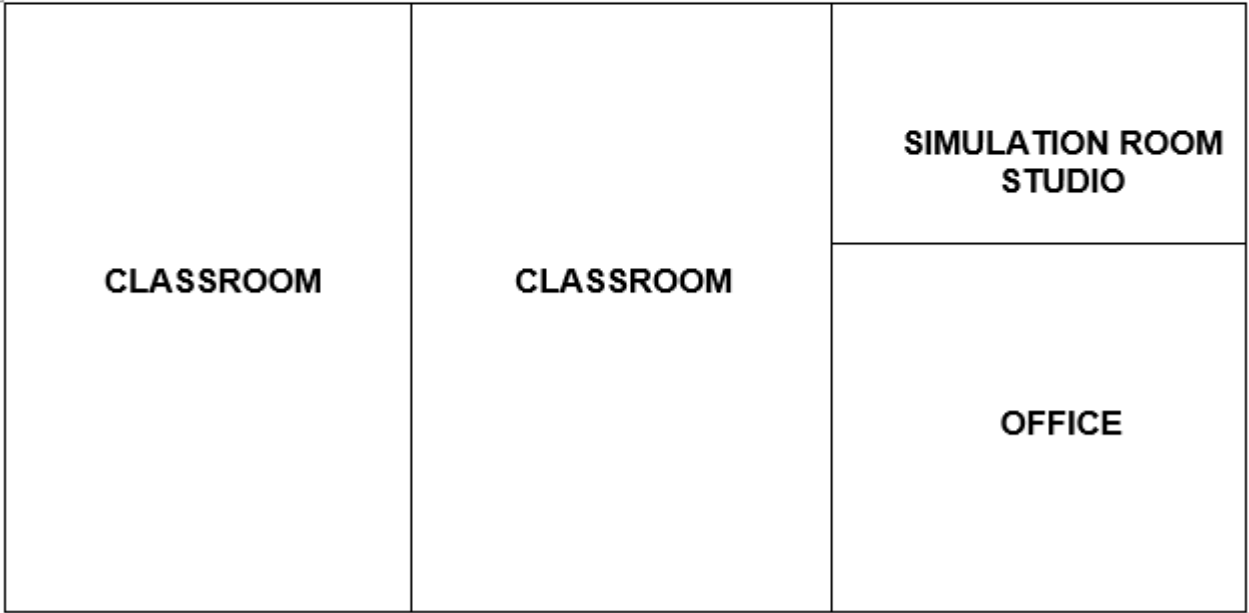
SUPV 1 Console 94	SUPV 2 Console 95
----------------------------	----------------------------

EMS  
QA  
Rm 341F

EMS  
MGR  
Rm 341G

EMS  
SUPV  
Rm 341H

12211-B WALSINGHAM ROAD  
LARGO, FL 33774



BACKUP EMS COMMUNICATIONS  
ST. PETERSBURG POLICE DEPARTMENT  
1301 1<sup>ST</sup> AVENUE NORTH  
ST. PETERSBURG, FL 33705

**EMERGENCY COMMUNICATIONS CENTER  
LIVE TRAINING ROOM**

EMS  
Console  
506

EMS  
Console  
507

EMS  
Console  
508

EMS  
Console  
509

EMS  
Console  
501

EMS  
Console  
510

**APPENDIX N**  
**EQUIPMENT NOT PROVIDED AND**  
**ON SCENE EQUIPMENT EXCHANGE**

- Patient movement devices - Hydraulic Stretchers, Bariatric Stretchers, Orthopedic Stretchers, and Stair Chairs.
- Complete On-Board oxygen dispensing systems including regulators and flow meters. Authority will provide all on-board oxygen tanks, portable oxygen tanks, portable regulators, and all medical gases.
- On-Board Suction Units. Authority will provide portable suction units and accessories.
- EKG Monitor / Defibrillator and AEDs
  - Contractor will provide Stryker Lifepak 15 V4+ EKG Monitor Defibrillators with the minimum clinical specifications: biphasic defibrillation, external pacing, 12 lead acquisition/transmission, pulse oximetry, waveform capnography, and non-invasive blood pressure monitoring. Contractor shall provide preventative maintenance/repair, cases, wireless data connectivity, battery chargers and batteries as needed.
  - Contractor will provide AEDs for BLS Interfacility Ambulances.
  - Authority will provide all EKG disposable supplies and cables to include, but not limited to, EKG electrodes, Defib/Pacing pads, AED Pads, Q-CPR Meters, and pads, 5 Lead Limb and Chest cables, EKG Main/Therapy/12 Lead Cables, Patient Cables, NIBP cuffs and hoses, Pulse Oximetry cables and probes, and Capnography disposable supplies. Durable accessories will be replaced periodically due to wear and tear. Durable accessories that are lost, stolen, or damaged will be subject to Section 402.15.
- Uniforms, rain gear, bunker jackets, helmets, and accessories
- Flashlights & flashlight batteries
- Assorted hand tools

**ON SCENE EQUIPMENT EXCHANGE ITEMS**

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

## APPENDIX O

### UNIFORM DRESS CODE & PROFESSIONAL CONDUCT

To promote the professional appearance and standards of the Authority's Ambulance Services, the following dress code is applicable to all uniformed Personnel.

#### Dress Uniform

Managers and Directors may wear a formal dress uniform, informal dress uniform, duty uniform or business attire at their discretion relative to their work assignment.

Supervisors may wear a formal dress uniform, informal dress uniform or duty uniform at their discretion relative to their work assignment.

Uniformed Personnel shall wear informal dress uniforms only during funerals, memorial services, parades, public education, award banquets, dignitary standbys, patient reunions, media interviews, or similar formal settings.

"Formal" means long sleeved dress uniform shirt, dress uniform pants, tie and dress shoes. "Informal" means short sleeved shirt, regular uniform pants, no tie and uniform boots. A combination of formal and informal dress uniform is not allowed.

- White short sleeved uniform shirt or long-sleeved dress uniform shirt as indicated.
- The left sleeve patch placement will be the American Flag, (always in the highest position), and Sunstar patch immediately below it; and on the right sleeve the State EMT, State Paramedic or standard Registered Nurse patch.
- Black tie or black crossover uniform tie if indicated.
- Black uniform BDU-style work pants or black dress pants as indicated.
- Black belt with garrison type belt buckle
- Nameplate over right breast pocket (silver for EMTs and Paramedics, gold for Supervisor, Manager or Director).
- A "Serving Since" tab may be attached to the Nameplate. It may show the starting year the individual was certified as an EMT or Paramedic.
  - Metal collar insignia (without Star of Life) will be worn according to rank as follows:
    - Silver medical caduceus on each collar for EMTs, Paramedics and RNs
  - Silver double bars for Coordinators
  - Gold Single bar for Assistant Supervisors
  - Gold Double bar for Supervisors
  - Gold Leaf Insignia for Shift Commanders and Managers
  - Gold Single star for Directors
  - Gold Two stars for Director of Operations
  - Gold Three stars for Chief Operating Officer
  - Military titles are not to be used at any time – Lieutenant, Captain, etc.
- Badge as approved by the Executive Director, worn over heart. Silver cloth/material patch style badge affixed to uniform shirt for EMTs and Paramedics, and gold metal badges for Supervisors, Shift Commanders, Managers and Directors.
- Up to two service or certification pins may be worn over the left breast pocket as follows:

- Silver Field Training Officer Pin
- Advanced Cardiac Life Support
- International Trauma Life Support
- Emergency Medical Dispatch
- National Registry
- Years of Service Pin
- Pinellas County EMT or Paramedic of the Year
- Black military style boots or sturdy shoes with dark socks (sneakers are not allowed) or black dress shoes with dark socks as indicated.
- Sunstar baseball cap must not be worn.
- At no time shall personnel display the Ambulance Contractor's company name or trademark. Only the Authority's logo and trade name may be displayed.
- Only Contractor issued uniforms shall be worn.

### **Duty Uniform**

Uniformed Personnel shall wear Duty Uniforms at all times while in view of the public, operating or riding in a Vehicle as follows:

- Uniformed Personnel requirements apply to Field Personnel on BLS or ALS Ambulances, Critical Care Units, Communications Center, and Standby Units
- Uniform Style Short Sleeved Polo Shirt
  - Royal Blue upper chest and back and sleeves
  - Navy blue lower chest and back
  - Reflective white stripe mid-line
  - Reflective white "EMS" on back
  - Sunstar Paramedics embroidered Logo or Badge Patch on Left Chest as approved by Executive Director.
  - American flag embroidered on right sleeve.
  - Name and Rank embroidered over right breast per specification.
  - Capitalized First Initial, period and Last Name on Right Chest
  - Capitalized Rank/Assignment below the Name
  - For Field Personnel with < 1 Year of Service the Name/Rank will be on a Velcro or Plastic Name Tag.
  - For Field Personnel with > 1 Year of Service the Name/Rank will be embroidered
  - Gold Embroidered Name and Rank
    - CHIEF OPERATING OFFICER
    - DIRECTOR OF OPERATIONS
    - DIRECTOR OF CLINICAL SERVICES
    - DIRECTOR OF COMMUNICATIONS
    - DIRECTOR OF SUPPORT SERVICES
    - OPERATIONS MANAGER
    - OPERATIONS SUPERVISOR
    - COMMUNICATIONS SUPERVISOR
    - PARAMEDIC – ASSISTANT SUPERVISOR

- Silver Embroidered Name and Rank
    - CLINICAL SERVICES COORDINATOR
    - COMMUNICATIONS TRAINING COORDINATOR
    - PARAMEDIC - FIELD TRAINING OFFICER
    - EMT - FIELD TRAINING OFFICER
  - White Embroidered Name and Rank
    - CRITICAL CARE NURSE
    - CRITICAL CARE PARAMEDIC
    - PARAMEDIC
    - PARAMEDIC - SYSTEM STATUS CONTROLLER
    - EMT - SYSTEM STATUS CONTROLLER
    - EMERGENCY MEDICAL TECHNICIAN
    - EMERGENCY MEDICAL RESPONDER
- Black BDU-style uniform work pants
  - Black belt with garrison type belt buckle
  - Provisional EMTs and Paramedics shall affix the Pinellas County EMS Certification Id Card to their uniform shirt.
  - Certified EMTs and Paramedics will have their Pinellas County EMS Certification Id Card available.
  - Black military style boots or sturdy shoes with dark socks (sneakers are not allowed)
  - Issued jackets, rain gear and other personal protective equipment shall be worn as the situation dictates. Black or reflective jackets and rain gear.
  - A Sunstar baseball cap may be worn.
  - A Tampa Bay Buccaneers, Lightning, Rays or Rowdies baseball cap may be worn during the week of semi-final/playoff championship games and national championship games (i.e. Stanley Cup, Super Bowl, or World Series) when a Tampa Bay team is playing.
  - At no time shall personnel display the Ambulance Contractor's company name or trademark. Only the Authority's logo and trade name may be displayed.
  - Only Contractor issued uniforms shall be worn.

### **Specialized Work Uniforms**

Uniformed personnel shall wear Specialized Work Uniforms upon assignment to a specialized unit or team as follows:

#### Supervisor and above – Weekends and Holidays

- Dark Gray polo shirts
- Black uniform BDU-style work pants
- Follow Duty Uniform Standards for belt, shoes, and accessories.

#### CME or EMS Academy Instructor

- County Red CME Instructor Polo Shirt
- Black uniform BDU-style work pants
- Follow Duty Uniform Standards for belt, shoes, and accessories.

#### Materials Management

- High-visibility Green/Yellow/Orange t-shirt with Sunstar logo on left breast and back of shirt.
- Black BDU-style uniform work pants or shorts.

### Mental Health Transport Unit

- Dark Green polo shirts (Sunstar logo over right breast).
- Black uniform BDU-style work pants
- Follow Duty Uniform Standards for belt, shoes, and accessories.

### Standbys

- Certified Personnel shall not wear shorts or tee shirts.

## **Uniform Cleanliness and other Requirements**

### Cleanliness

- Uniform shirts and pants are to be clean, pressed and fit correctly.
- Permanently stained, yellowed shirts or shirts with faded patches shall not be worn.
- Plain, white tee shirts must be worn under white uniform shirts.
- Plain, solid dark blue or black tee shirts may be worn under duty uniform polo shirts.
- Uniform Shirts are to be always tucked in.
- All buttons other than the collar button are to be always buttoned while on duty.
- A spare uniform shall be available in the event the primary uniform is soiled.

### Accessories

- Chained wallets and long dangling key devices from the belt are not allowed.
- Portable radios and pagers shall be attached to the belt while on duty.
- Black leather or nylon EMT Holsters for gloves and scissors may be worn.
- A plain, white, long sleeved, turtleneck shirt may be worn underneath white uniform shirts during cold weather.
- A plain, dark blue or black, long sleeved, turtleneck or tee shirt may be worn underneath white uniform shirts during cold weather.
- Except as provided herein, no jewelry of any type may be worn while on duty. The items are as follows: a wedding ring, a wristwatch, a medical alert bracelet may be worn. Earrings shall be of the post type and of a conservative style. No more than one earring per earlobe is permitted. Other piercing jewelry, including tongue piercing is not permitted. Necklaces shall not be visible while in uniform.

### Personal Appearance

- Personnel shall have a neat, clean, and kempt appearance with particular attention to good oral hygiene, clean hands, and fingernails.
- Personnel shall maintain their hair in a clean and groomed condition. Personnel with long hair must keep it pulled back to prevent it from falling into their eyes or interfering with personal protective equipment. Facial hair will be permitted so long as it is maintained in a clean, neat manner and does not interfere with safety equipment.
- Personnel shall not use excessive makeup or perfume while on duty.

## **Exceptions**

Exceptions or permanent changes to the dress codes identified in this appendix may be approved upon application and written approval of the Executive Director prior to the implementation of any temporary or permanent uniform change.



## PROFESSIONAL CONDUCT REQUIREMENTS

Requirement	Liquidated Damages
Failure to meet Production Standards – Section 401(a)	\$500.00 per occurrence
Contractor's Personnel prompting a First Responder to downgrade the Response of an Ambulance to an Emergency Request.	\$250 per incident
Facilities cleanliness – Work areas (EMS Communications Center, Materials Warehouse and Bays, Fleet, and administrative offices) shall be kept neat and clean.	\$100 per occurrence
Radio Communications – EMS Communications Center personnel shall monitor the working fire tactical radio channel within one minute of receipt of an Emergency Request or Downgraded Request and answer any First Responder inquiry for location or estimated time of arrival (ETA) not answered by Field Personnel (i.e. Ambulance being exchanged for a closer unit or not yet assigned.)	\$100 per occurrence
Radio Communications – Field Personnel shall monitor the working Fire Tactical radio channel within one minute of being assigned to an Emergency Request or Downgraded Request and answer any First Responder inquiry for location or estimated time of arrival (ETA).	\$100 per occurrence
Uniforms and Professional Appearance – Field Personnel shall be clean, neat, and dressed, in accordance with Appendix O, whenever in public view. Field Personnel shall be in uniform whenever operating or riding in a Vehicle.	\$100 per occurrence
Vehicle Operations at EMS Headquarters – Vehicles shall not be operated or parked in the public parking lots at EMS. Vehicles are to enter and exit from the electric gate in front of the fleet garage and only operate within the secure parking and materials warehouse area.	\$100 per occurrence
Vehicle stocking and cleanliness – Vehicles shall be clean inside and out and stocked with medical equipment and supplies, as required in Appendix I, prior to being placed into service.	\$100 per occurrence

## APPENDIX P

### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between XXXXXXXXXXXXXXX (“Business Associate”) and Pinellas County and the Pinellas County Emergency Medical Services Authority, d/b/a SUNSTAR EMS (“Covered Entity”).

#### RECITALS

**WHEREAS**, Business Associate performs functions, activities, or services for, or on behalf of Covered Entity, and Business Associate receives, has access to or creates Health Information in order to perform such functions, activities or services;

**WHEREAS**, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder (“HIPAA”), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164;

**WHEREAS**, the Health Information Technology for Economic and Clinical Health Act (“HITECH”), part of the American Recovery and Reinvestment Act of 2009 (“ARRA”), amended provisions of HIPAA widening the scope of privacy and security protections available under HIPAA, increases the potential for legal liability and provides for more enforcement; and

**WHEREAS**, HIPAA requires Covered Entity to enter into a contract with Business Associate to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by Business Associate if such a contract is not in place; and

**WHEREAS**, on March 26, 2013, the Department of Health and Human Services (“HHS”) HIPAA Omnibus Final Rule became effective, modifying the requirements for Business Associates and Business Associates Agreements.

#### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing which are hereby acknowledged and incorporated herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

#### ARTICLE I DEFINITIONS

1.1 Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health

Information, and Use.

1.2 “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Paramedics Plus, LLC.

1.3 “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County and the Pinellas County Emergency Medical Services Authority, d/b/a SUNSTAR EMS.

1.4 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.5 “Privacy Regulations” means the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.6 “Services” means the services provided by Business Associate pursuant to the Underlying Agreement(s), or if no such agreement(s) are in effect, the services Business Associate performs with respect to the Covered Entity.

1.7 “Underlying Agreement” means the Ambulance Service Agreement executed by the Covered Entity and Business Associate.

## ARTICLE II

### OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Business Associate agrees to:

2.1.1 Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

2.1.2 Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement.

2.1.3 Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware.

2.1.3.1 The initial report shall be made by telephone call to the Covered Entity within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to covered Entity no later than five (5) calendar days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure; and

2.1.3.2 Business Associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the Covered Entity only when so directed by the Covered Entity or required by law.

2.1.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.1.5 Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524.

2.1.5.1 Requests received by the Business Associate directly from an individual seeking access to protected health information in a designated record set will

be forwarded to the Covered Entity within two (2) business days to allow the Covered Entity to process the request.

- 2.1.6 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
  - 2.1.6.1 Requests for amendment that the Business Associate receives directly from the individual will be forwarded to the Covered Entity within two (2) business days to allow the Covered Entity to process the request.
  - 2.1.6.2 Business Associate shall incorporate any amendments to the information in the designated record set within two (2) business days.
- 2.1.7 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity within two (2) business days, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528 regardless of whether the business associate received the request for an accounting of disclosures directly from the individual, or the Covered Entity made the Business Associate aware of such a request received by the Covered Entity.
  - 2.1.7.1 For each Disclosure that requires an accounting, Business Associate shall track the information required by the Privacy Regulations and shall securely maintain the information for six (6) years from the date of the Disclosure.
- 2.1.8 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.9 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- 2.2 Initial Effective Date of Performance. The obligations created under this Agreement shall become effective immediately upon execution of this Agreement or the agreement to which it is appended.
- 2.3 Permitted Uses and Disclosures of Protected Health Information.
  - 2.3 Business Associate may only:
    - 2.3.1.1 Use and Disclose Protected Health Information as necessary to perform Services for, or on behalf of Covered Entity. Services are defined as the provision of countywide ambulance transport in accordance with the Ambulance Service Agreement ("Underlying Agreement");
    - 2.3.1.2 Use Protected Health Information to create aggregated or de-identified information (in accordance with the requirements of the Privacy Regulations);
    - 2.3.1.3 Use or Disclose Protected Health Information (including aggregated or de-identified information) as otherwise directed by Covered Entity consistent with covered entity's minimum necessary policies and procedures, provided that Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in a manner that would not be permissible if done by Covered Entity;
    - 2.3.1.4 Use or Disclose Protected Health Information as required by law;
    - 2.3.1.5 Business Associate shall not Use Health Information for any other purpose, except that if necessary, Business Associate may Use Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities; provided that any Use or Disclosure described

herein will not violate the Privacy Regulations or Florida law if done by Covered Entity.

2.3.1.6 Except as otherwise limited in this Agreement, Business Associate may Disclose Health Information for the proper management and administration of the Business Associate, provided that with respect to any such Disclosure either (a) the Disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the Disclosure would not otherwise violate Florida law and Business Associate obtains reasonable written assurances from the person to whom the information is to be Disclosed that such person will hold the information in confidence and will not Use or further Disclose such information except as required by law or for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- 2.4 Adequate Safeguards for Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Agreement.
- 2.5 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Health Information by Business Associate in violation of the requirements of this Agreement.

### **ARTICLE III OBLIGATIONS OF COVERED ENTITY**

3.1 Privacy Notice. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices to the extent such limitation(s) may affect Business Associate's Use or Disclosure of Health Information.

### **ARTICLE IV TERM AND TERMINATION**

4.1 Term. Subject to the provisions of Sections 4.2 and 4.3, the term of this Agreement shall be the term of the Underlying Agreement(s).

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, Covered Entity shall either:

a. notify Business Associate of the breach in writing, and provide an opportunity to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement(s) upon written notice to Business Associate;

b. upon written notice to Business Associate, immediately terminate this Agreement and the Underlying Agreement(s) if Covered Entity determines that such breach cannot be cured; or

c. if Covered Entity determines that neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

4.3 Termination for Breach of Section 5.2. Covered Entity may terminate the Underlying Agreement(s) and this Agreement upon thirty (30) days written notice in the event (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to Section 5.2 or (b) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of Health Information that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

4.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all Protected Health Information in the possession or control of Business Associate and its agents and subcontractors. In such event, Business Associate shall retain no copies of such Protected Health Information. However, if the Business Associate determines that neither return nor destruction of Protected Health Information is feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible, and may retain Protected Health Information provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains Protected Health Information, and (b) further limits Uses and Disclosures of Protected Health Information to those purposes that make the return or destruction of Protected Health Information infeasible.

4.5 Survival. The obligations of Business Associate under this Article IV shall survive the termination of this Agreement.

## **ARTICLE V MISCELLANEOUS**

5.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement(s), at Business Associate's expense, Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors or agents (the "Indemnities") against all damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability to third parties arising from any breach of this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of Business Associate's workforce. Business Associate's obligation to indemnify the Indemnitees shall survive the expiration or termination of this Agreement for any reason.

5.2 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Health Information. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Health Information that it receives or creates on behalf of Covered Entity. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity, concerning the terms of any amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws.

5.3 Relationship to Underlying Agreement(s) Provisions. In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement(s), the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of

such Underlying Agreement(s), and shall be considered an amendment of and supplement to such Underlying Agreement(s).

5.4 Modification of Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

5.5 Non-Waiver. A failure of any party to enforce at any time any term, provision, or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

5.6 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

5.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

5.8 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

5.11 Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to:

If to Business Associate: XXXXXXXXXXXXXXXX  
12490 Ulmerton Road  
Largo, FL 33774-2700

If to Covered Entity: Pinellas County EMS Authority  
d.b.a., Sunstar Paramedics  
c/o EMS & Fire Administration  
Attn: HIPAA Compliance Officer  
12490 Ulmerton Road  
Largo, FL 33774-2700

or to such other addresses as the parties may request in writing by notice given pursuant to this Section

5.12. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

5.12 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in Pinellas County, Florida or federal court (if permitted by law and a party elect to file an action in federal court) in the Tampa Division of the Middle District of Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 5.12. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 5.12.

5.13 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the date stated above.

**COVERED ENTITY**

**BUSINESS ASSOCIATE**

By:

By:



Print Name:

Print Name: HERMAN M SCHWARTZ

Title:

Title: CEO

Dated:

Dated: 8/1/2024





**QUALITY STEERING COMMITTEE REPORT**  
**November 2023**

## MAJOR SYSTEM ADDITION OR CHANGES

February, 2002	Began STEMI protocol
July, 2004	Fentanyl added to the system
March, 2005	New Dynamic Post Plan initiated
March, 2005	Began using MARVLIS
April 1, 2005	Response Time Requirement changes from 90% to 92%
November 2005	Began sending out satisfaction surveys to patients
January 15, 2006	Second MHT added
February, 2006	Began Capnography in the field
June 2006	Initiated FISH Forms
July 2005	Started Employee Satisfaction Survey
October 1, 2006	Response Time Incentive initiated for 93% performance
November 2006	Road Safety Monitoring began
January 2007	New CPR Protocol and ResQPOD
January 2007	Sunstar Location became a CPS fitting station
January 15- April 15, 2007	Bed Delay Teams begin
February 9, 2007	10 new ambulances deployed into the system
April, 2007	CPAP initiated in the system
June 2007	911 call routing in communication center (VESTA) Analog to digital phone upgrade with auto phone distribution
July 2007	Mandatory in-house OSHA, HIPAA, Driving update and Mission and Vision rollout to employees
August 10, 2007	ePCR training commences and Paramedics begin to use on their next shift.
August 2007	Started coaching letter for Narcotics and CPAP issues before TVF Form
August –Oct 2007	Power Pro Stretcher implemented to the system
October 2007	Sent out first hospital satisfaction survey via email

August 28, 2007	Baldrige/Sterling education
April 19 & 20, 2007	Six Sigma Yellow Belt Class for Directors and Managers
Sept 18 & 19, 2007	Six Sigma Green Class for 4 members of Leadership team
October 1, 2007	New Schedule software
September 2007 (?)	New payroll system
October 20, 2007(?)	New double posting in SSM plan
December 2007	Updated Key Customer requirements for 911 and non-911 patients.
January 2008	New Patient Survey letter for 911 patients and added letter for non-911 patients.
April 1, 2008	EZ-IO implemented into the system
April 2008	Upgrade ePCR to 5.02
May 2008	Submitted Malcolm Baldrige Application
June 1, 2008	STA-BLOCK head immobilizers introduced into the system
June 1, 2008	New stairchairs introduced into the system
Aug 4, 2008	Begin 12-Lead EKG transmission for STEMI patients
Dec, 2008	Cardiac CME
March 9-13	Sterling Site Visit
January 2009	STAR and MVP program initiated
April 2009	NIBP pulled from the life paks (manual BP only)
April 2009	Central 911 begins doing EMD
May 2009	Sunstar Paramedics Wins Governor's Sterling Award
June 2009	Sunstar obtains CAMTS reaccreditation
July 2009	Sunstar obtains CAAS reaccreditation
August 2009	Sunstar receives Pinnacle award
August 2009	ResQPOD refresher training
July/August 2009	In-House CME (using video segments)

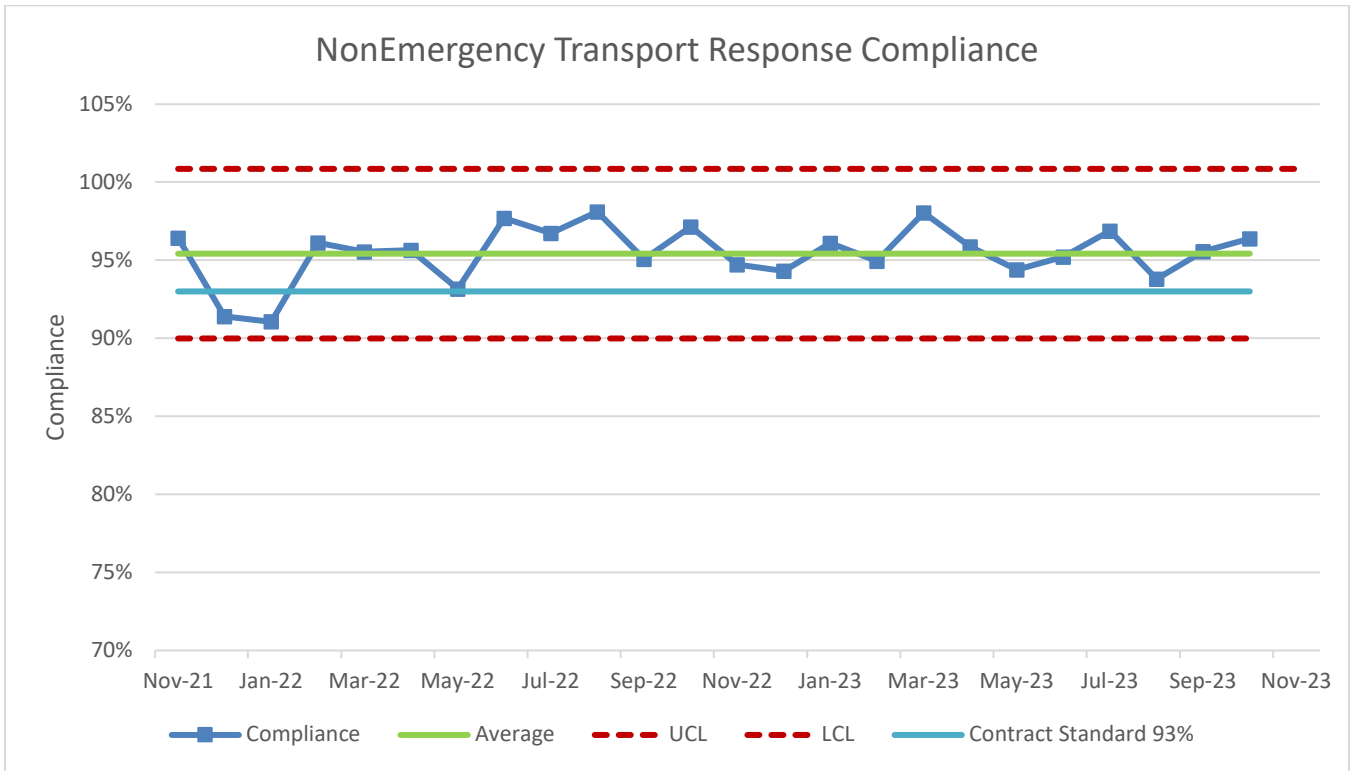
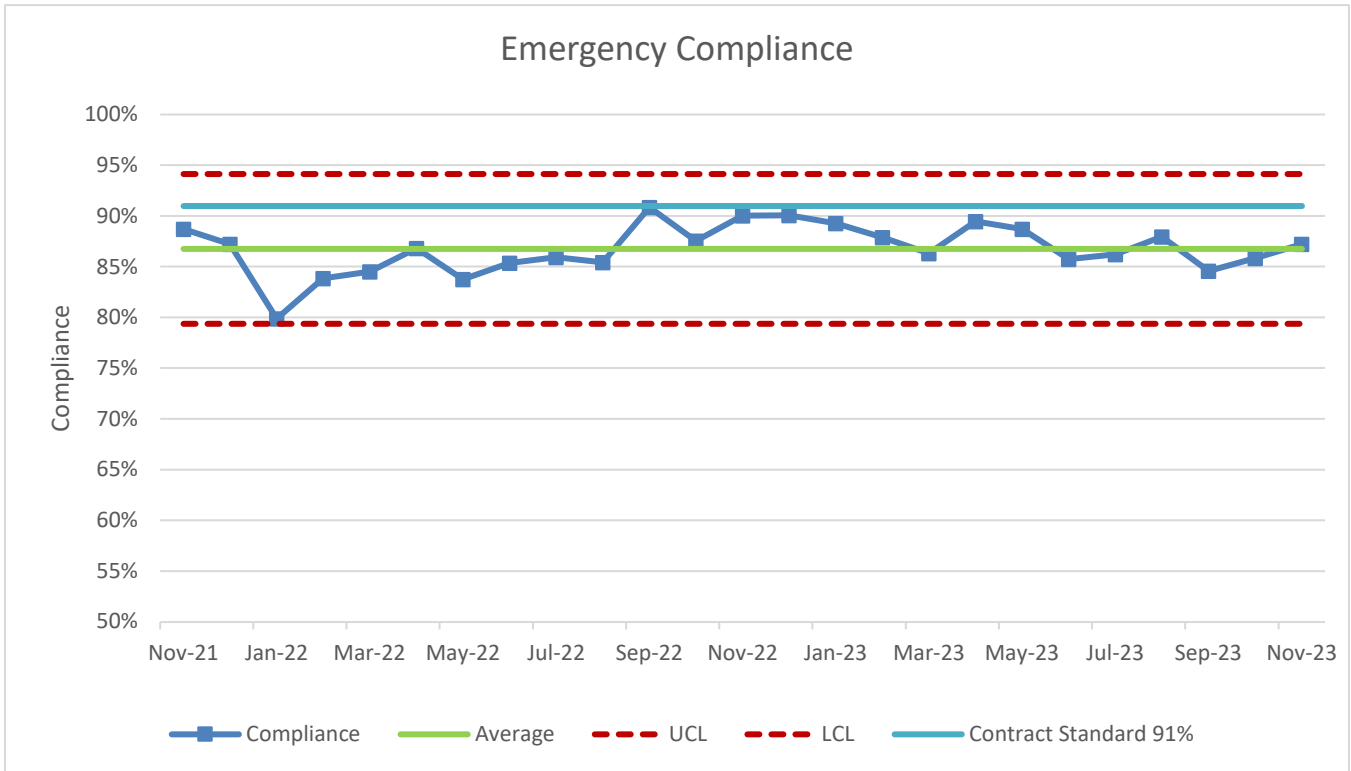
September 2009	Employee Off site Forums (Customer satisfaction, employee engagement)
October 2009	Renewed county contract with change in response time standards (92% to 90% emergency)
October 2009	Started "Employee Engagement Social Director" program
November 2009	Sterling Great Practices Open House
December 2009	ACLS recertification
January 2010	10 Vans deployed into the system
January 2010	Haiti assistance for ALS patient transports
February 2010	New Shift Bid schedule goes into effect; North County Hub opens
March 15, 2010	Velocitor Modems for 12 Lead Transmission deployed
April 2010	Auto alert for staging calls added to communication center (from county 911).
June 2010	Upgrade ePCR software to 5.12
July 5, 2010	Ambulance stationed at Palms of Pasadena
August 1, 2010	First MRx's implemented in St. Pete. Begin transition to escalating defibrillation energy on LP 12's/15's
August 2010	New CME Coordinator, Glenn Davis, appointed by SPC
October 2010	Implementation of more aggressive pain management protocol and low risk insulin dependent hypoglycemia refusal protocol.
October 2010	Deadline for implementation of escalating defib energy for LP 12's/15's
December 6, 2010 March-April, 2011	New Priority Dispatch protocols begin (ambulance side) ITLS –CME
July, 2011 July 19, 2011 July 26, 2011	Pediatric Vacuum Immobilizers deployed to system New Spinal Motion Restriction / C-spine clearance SOP in effect St. Pete and Pinellas Park FD live with ePCR
Sept-Nov 2011	ACLS renewal- new guidelines
Nov 2011	Opening of Blake and Bayonet Point Trauma Centers

January 2012	New ACLS Implementation Transport of all ROSC patients to PCI facilities
February 2012	Opening of Trinity Hospital just north of Pasco County line
April 2012	4 vans removed from the system
July 2012	NuMask implementation New Protocol regarding transport of Behavioral Emergencies (Green can pass closest for more appropriate facility)
October 1, 2012	New Medical Director
January 2013	ResQ Pod and NuMask removed from system
January 2013	Change to refusal protocol
August 7, 2013	Policy changes (6.1 hospital destination and 7.1 PCR and transfer of care)
Sept 11, 2013	Pit Crew and King Airway protocols implemented
Nov 1, 2013	All FD on ePCR
Dec 11, 2013	OG tubes and dopamine pre-mix uploaded to system
Feb 12, 2014	New system Protocols introduced into the system
March 2014	New protocol manual available on mobile devices
April 3, 2014	80 new Philips monitors deployed on ambulances
April 2014	ITLS System Testing
April 2014	Critical Care Paramedic Program started
October 2014	Handtevy Bags uploaded into system
January 2015	First Pass implemented
March 2015	New EMD Scoring Standards
May 2015	Fit Responder
August 2015	2 Gas powered Ford ambulances placed in service
August 2015	New TTP implemented
October 2015	9 new ambulances added to the fleet
December 2015	Shift bid at hubs to eliminate 1700-1900 EOS

January 2016	System wide implementation of Target Solutions for CME
January 2016	Inthinc replaces Road Safety as driver monitoring application
August 2016	Switched to PHTLS
October 2016	Deployment of Ballistic Vests
November 2016	BLS approved by the Pinellas County BOCC
January 2017	Place 2 BLS units in service – 24 hours a day
February 2017	Placed 4 additional BLS units in service
April 2017	Peak at 10 BLS units
May 2017	Deployment of system-wide response bags
September 2017	Category 1 Hurricane Irma hits Pinellas County
September 2017	End of “5-35” recruitment/retention plan
November 2017	Implement IAED Cards 45 & 46 for Non-Emergency call taking
March 2018	Paramedics Plus ownership transferred to Paramedics Logistics
June 2018	Deployment of Microsoft Surface Pro for ePCR, retiring Panasonic Tough Book.
June 5, 2019	Growth Management Implementation begins with Ambulance only response to 17A01, 17A02, 17A03 and 26A determinants in Clearwater, Largo, Lealman, Safety Harbor and Seminole
September 2019	BLS Fleet increased to 20 Ford Transits.
September 2019	New Guidelines for Epinephrine in Cardiac Arrest
March 2020	COVID-19 Pandemic begins
December 2020	COVID-19 Vaccinations begin
May 26, 2021	COVID-19 County Condition Green
August 2021	COSSAP ePCR referral begins
August 5, 2021	COVID-19 County Condition Yellow
August 18, 2021	Implement Peak Sunstar (Sunstar EMT & FD Crew member) & FD TX units to assist with call volume 1400-2200.

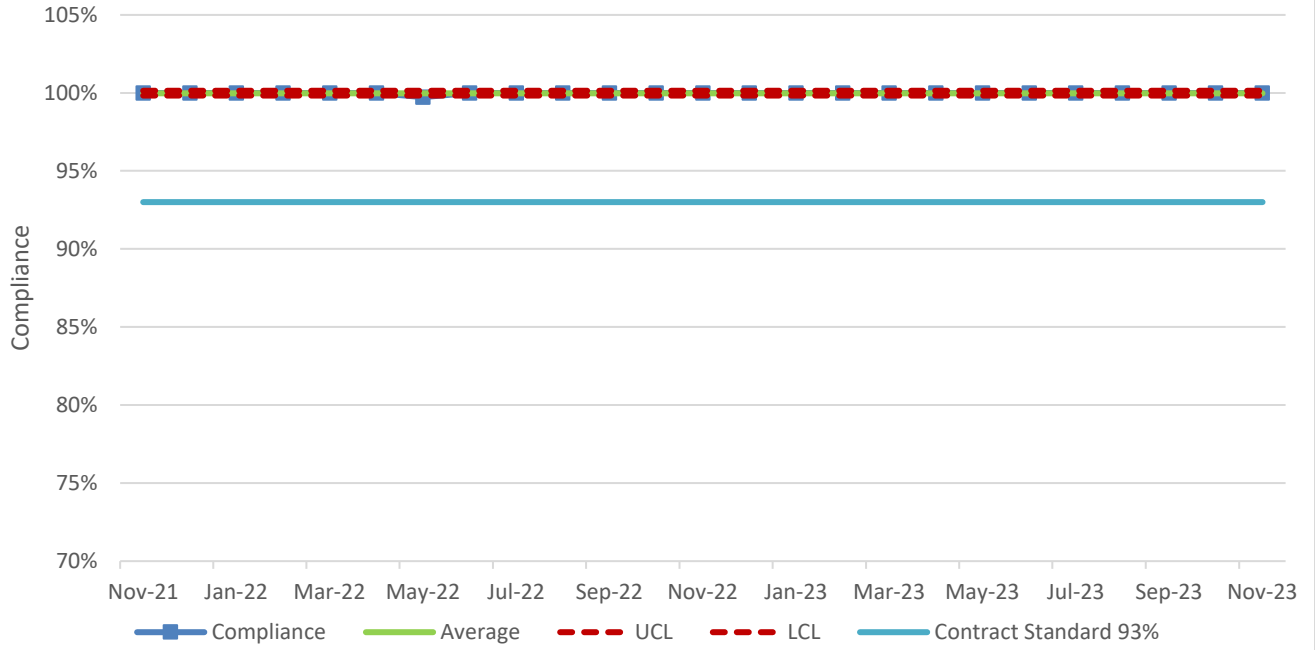
October 19, 2021	Return to COVID Condition Green
Dec 2021- Jan 2022	COVID-19 Omicron variant spikes. COVID Condition Yellow
February 1, 2022	Beginning BLS 911 to Alpha, Bravo, Omega calls
February 14, 2022	Emergency Medical Responder (EMR) begins. Paired as driver with an EMT for IFT calls
April 1, 2022	COVID Condition Green
September 28, 2022	Hurricane Ian landfall Ft Myers area
January 2023	Leave Behind Narcan Program
January 4, 2023	New MOMs implemented.
August 30, 2023	Hurricane Idalia (Cat 3) landfall Big Bend. Locally evacuated Palms, Advent North Pinellas, Kindred & Bay Pines
October 2023	LifePak 15 into the system
November 2023	Sunstar implements Image Trend ePCR.

# MONTHLY COMPLIANCE

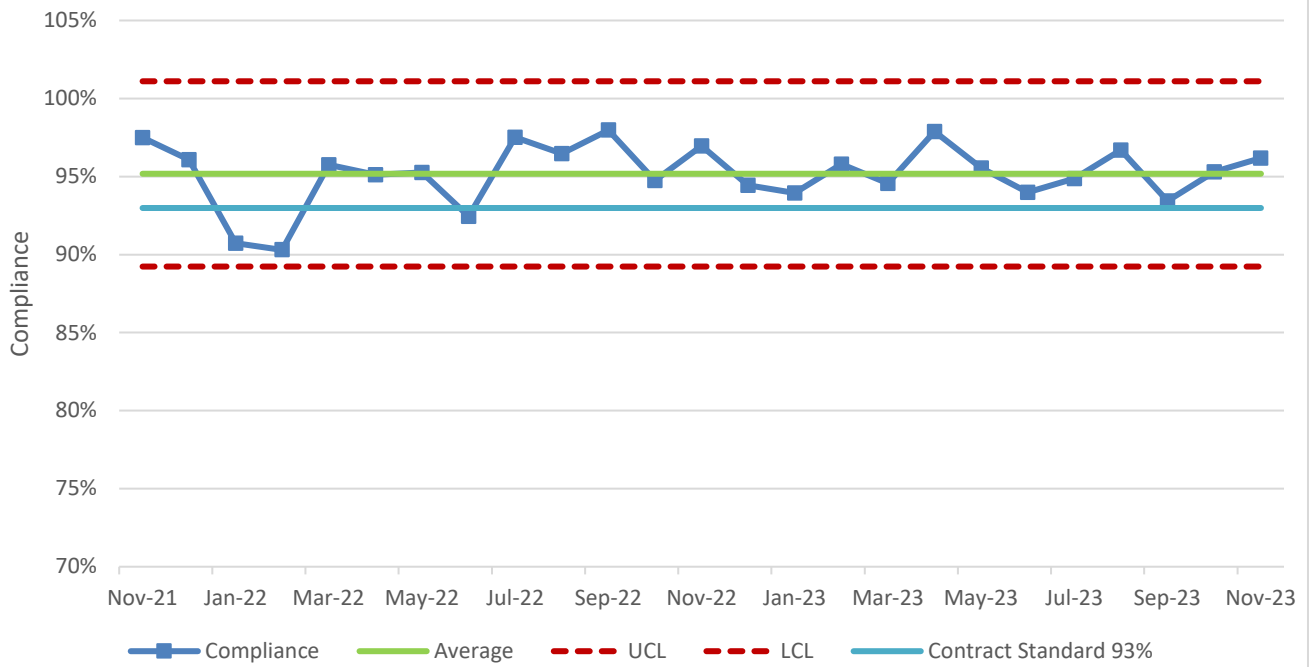




### Scheduled Transport Response Compliance

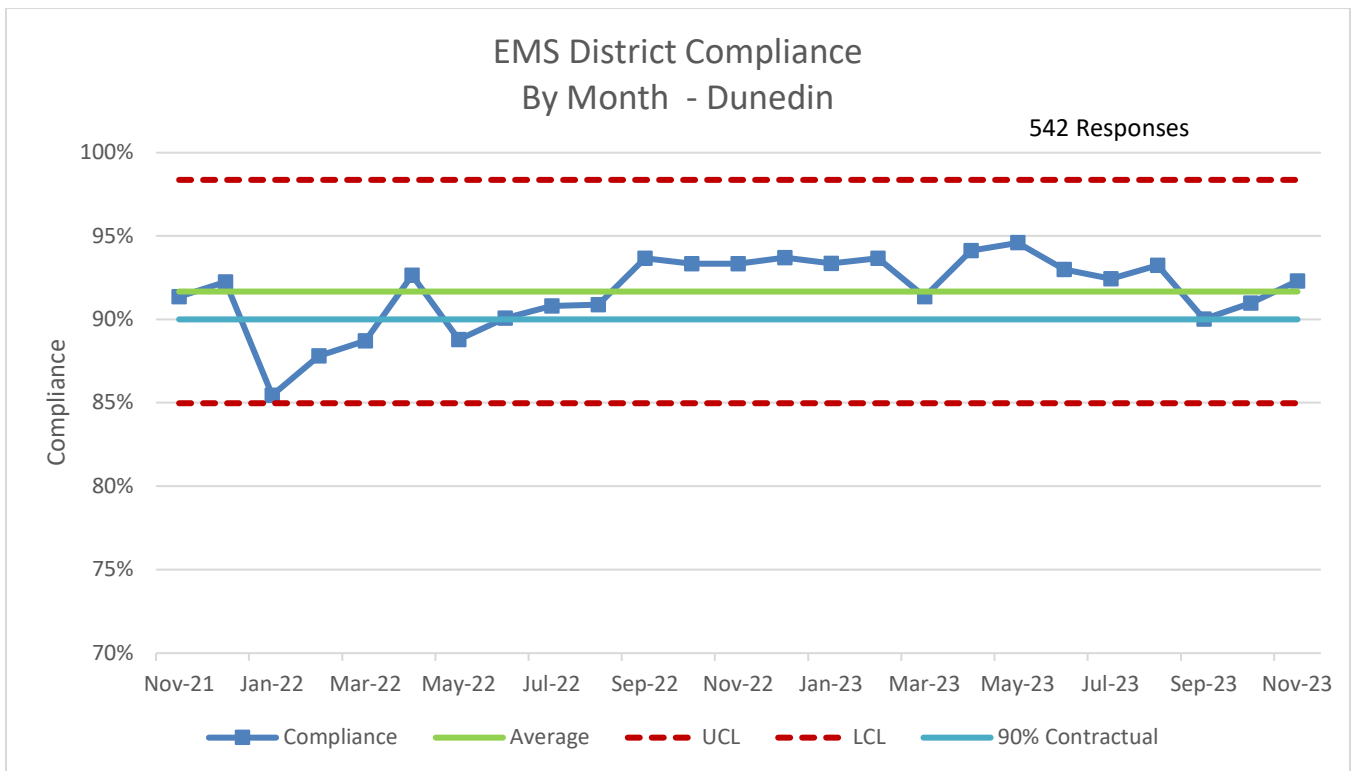
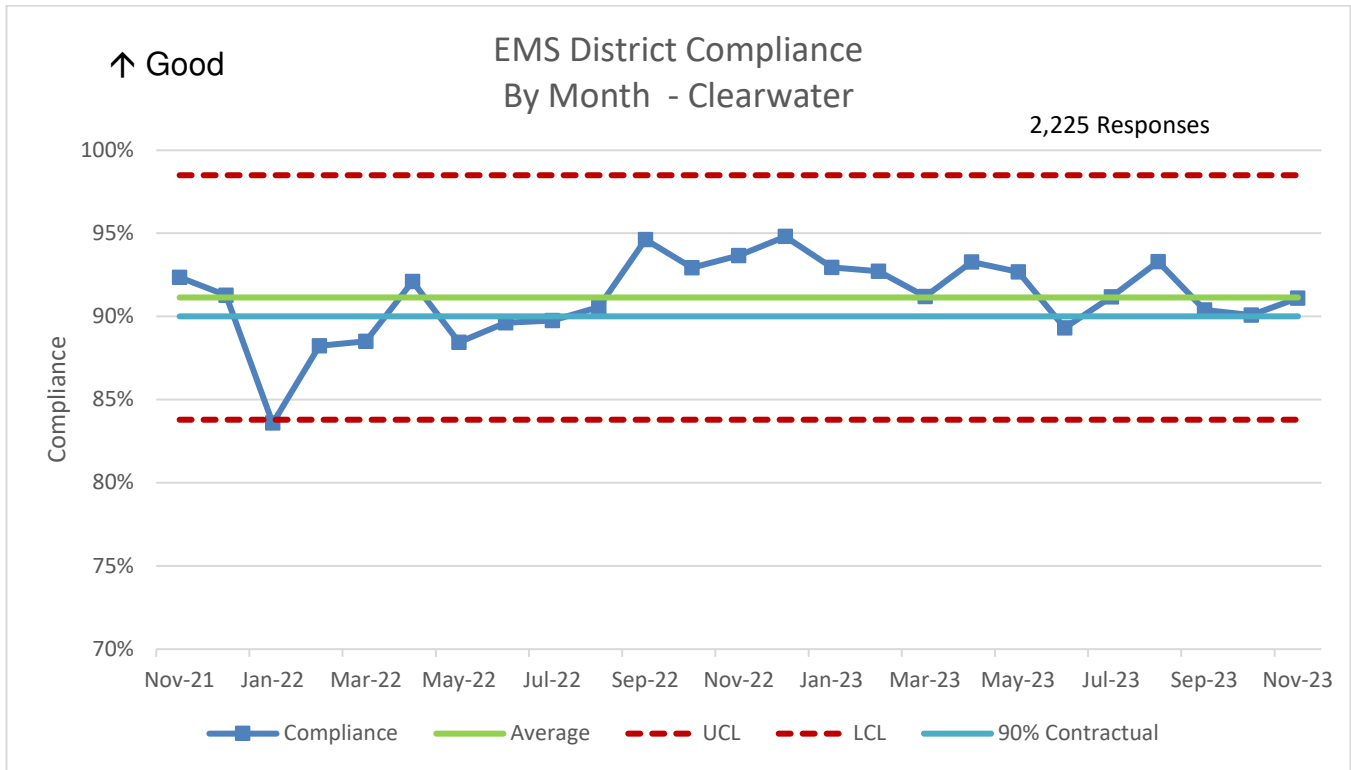


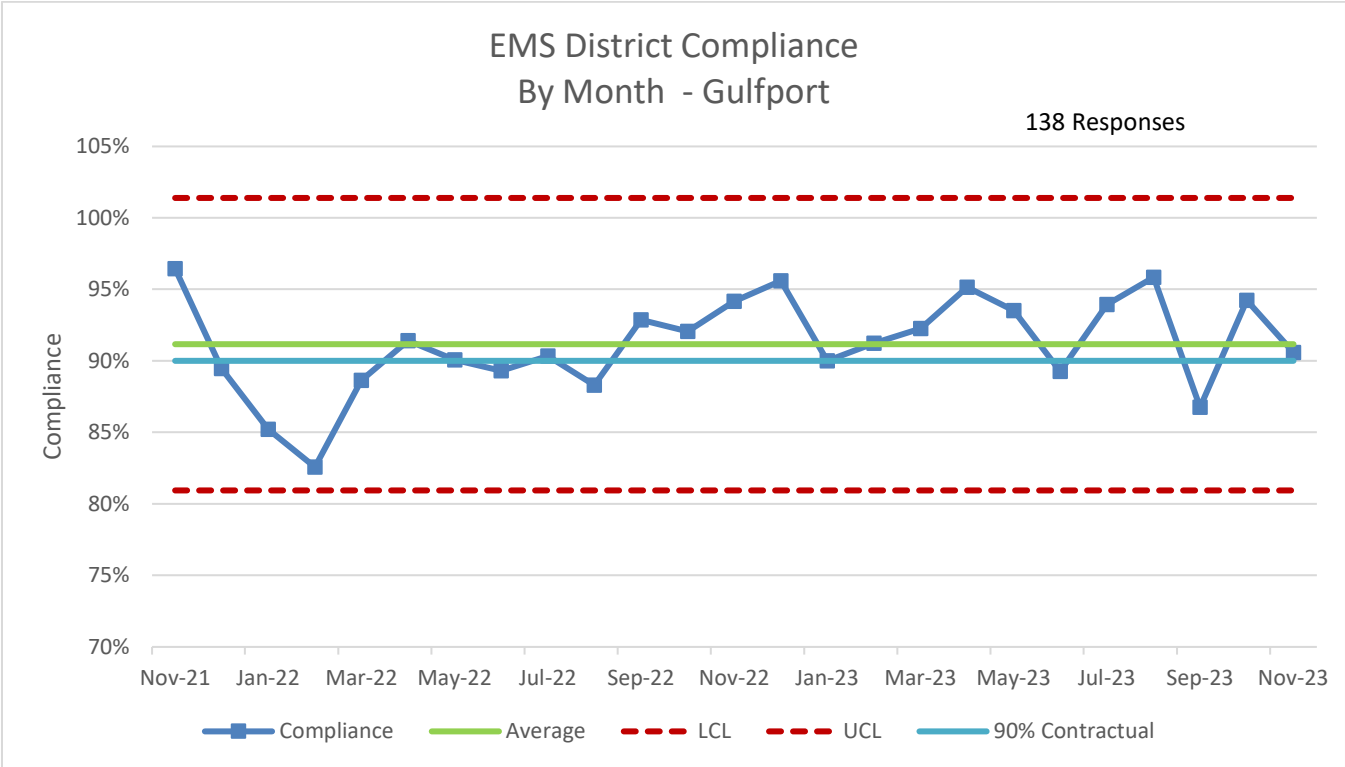
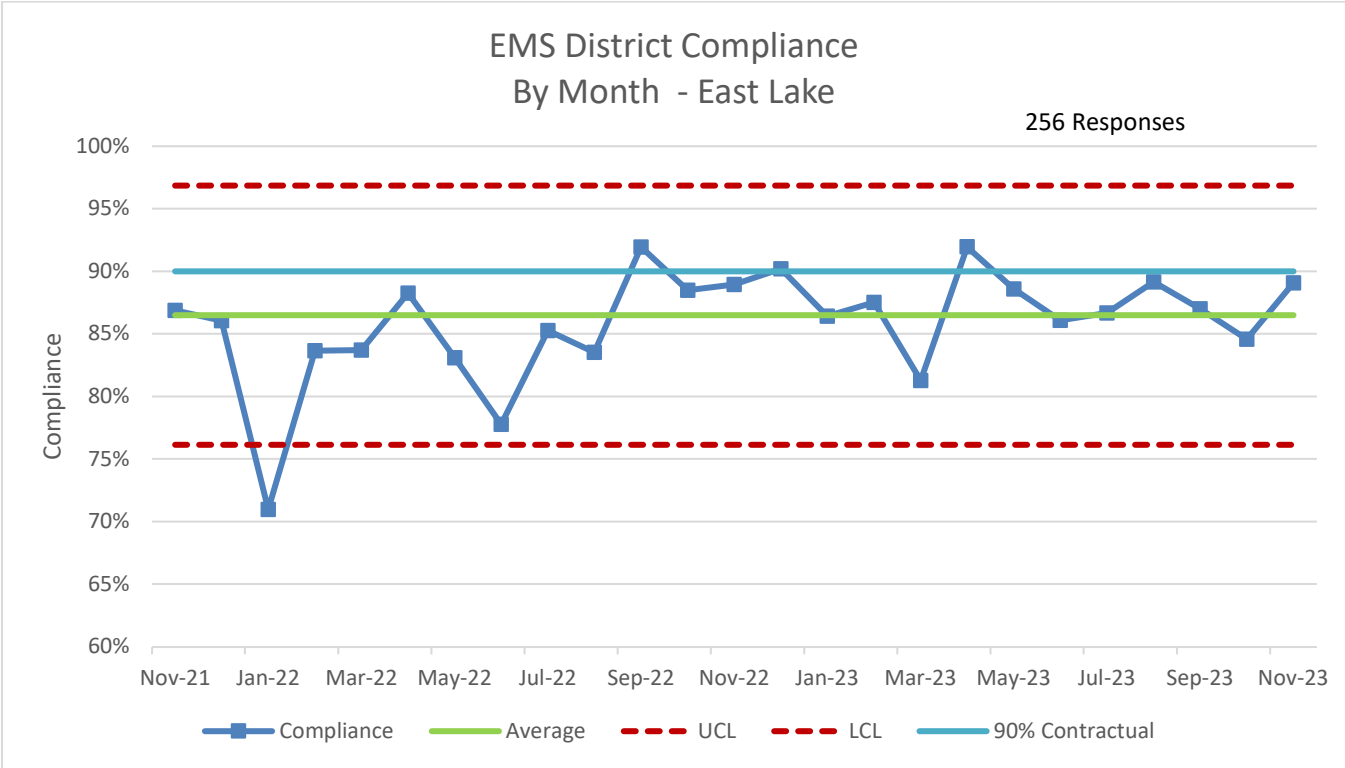
### Unscheduled Transport Response Compliance



# EMS DISTRICT COMPLIANCE

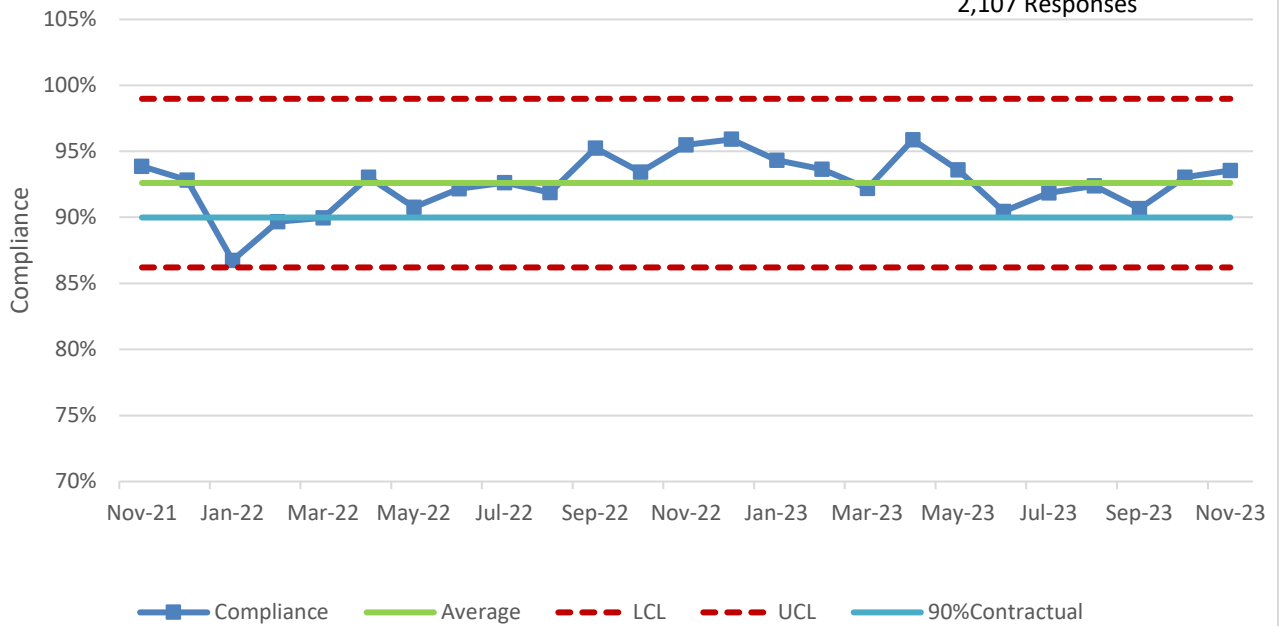
90% Compliance required in each EMS District





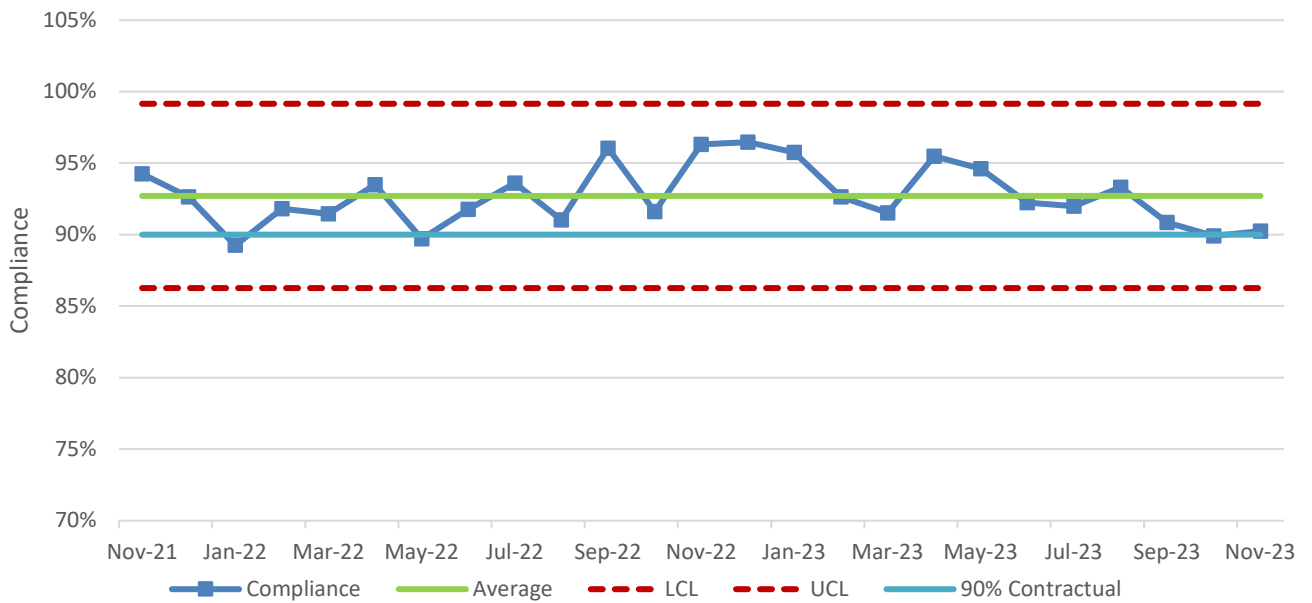
### EMS District Compliance By Month - Largo

2,107 Responses



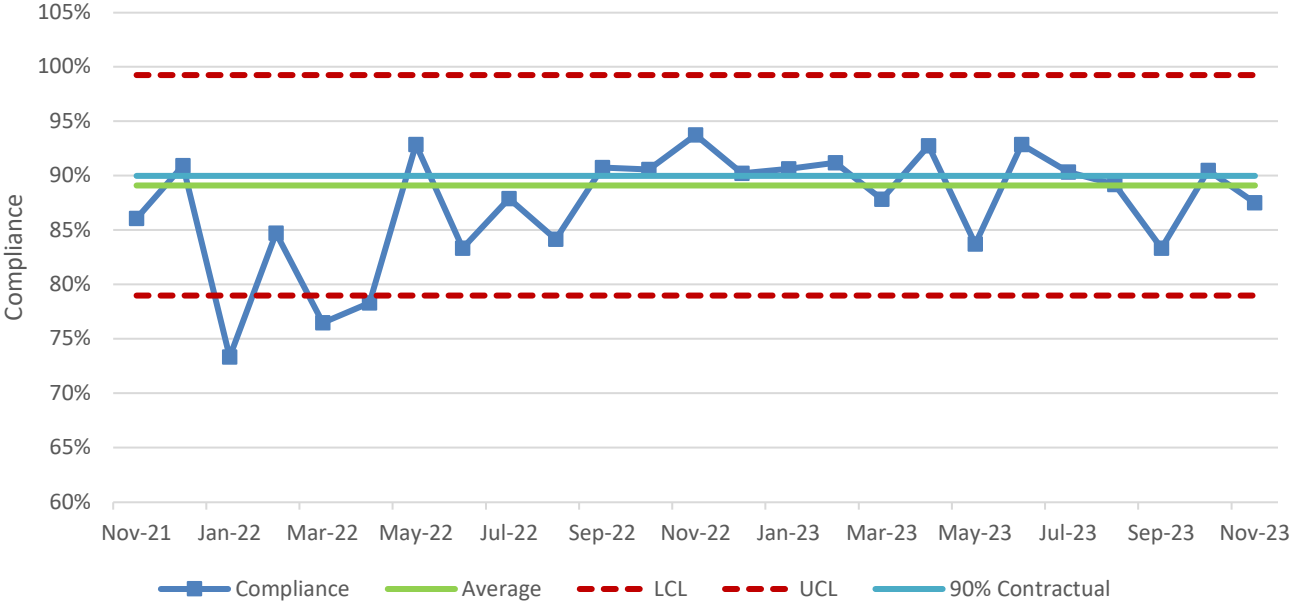
### EMS District Compliance By Month - Lealman

779 Responses



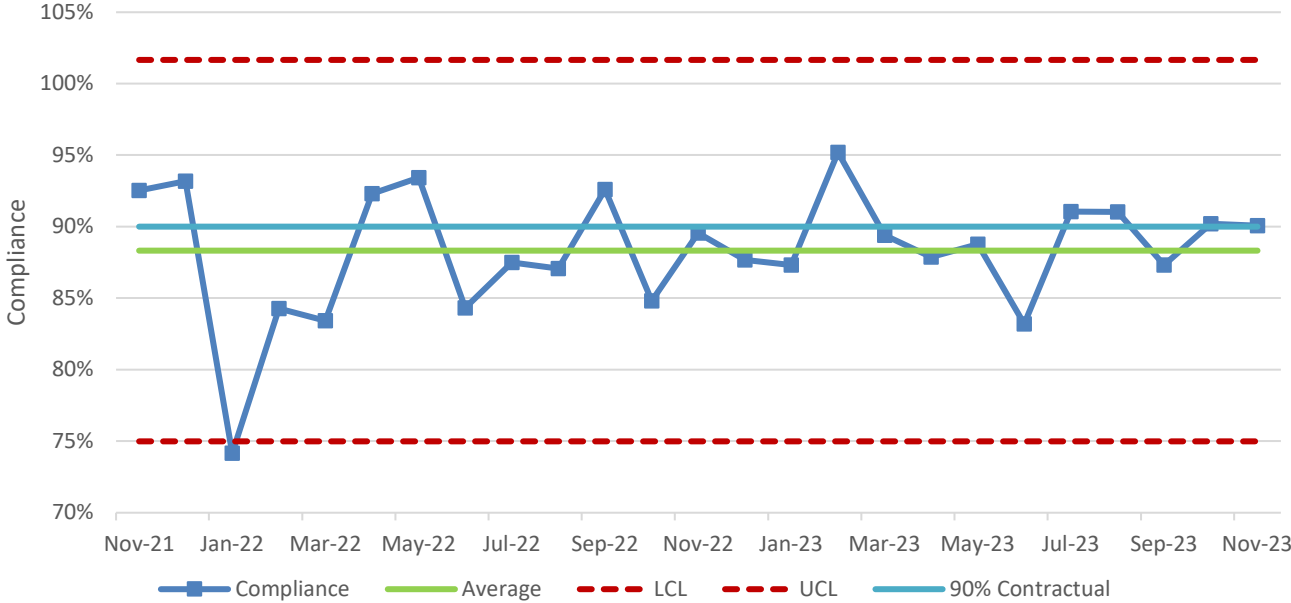
### EMS District Compliance By Month - Madeira Beach

48 Responses



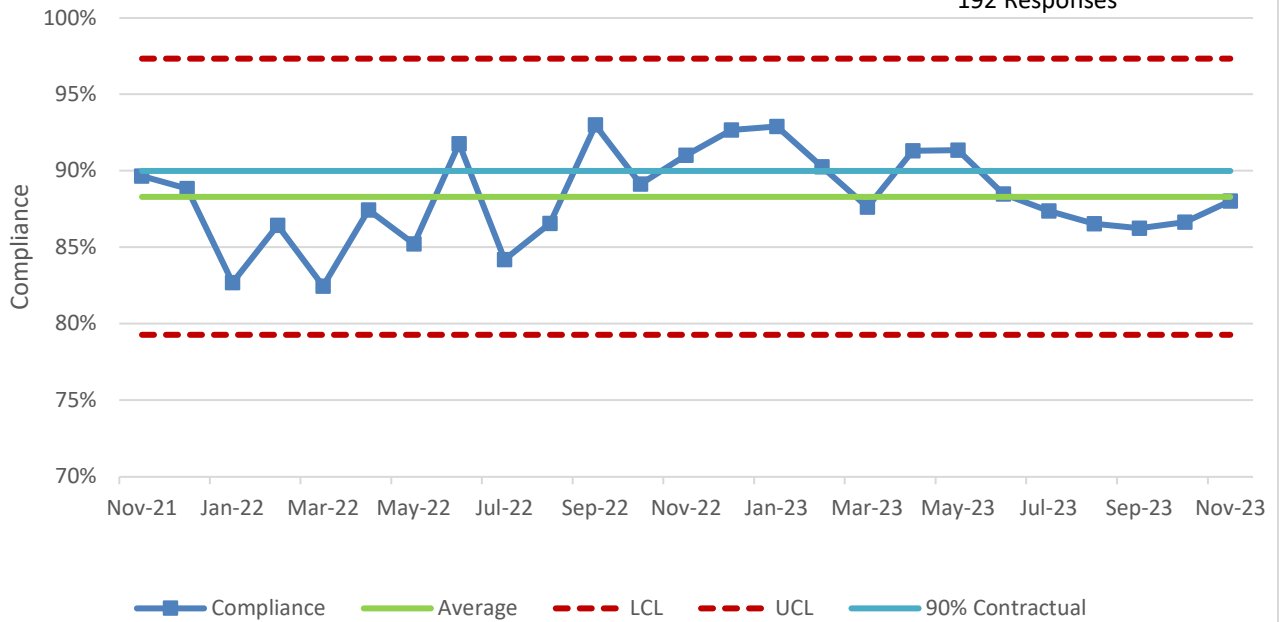
### EMS District Compliance By Month - Oldsmar

141 Responses



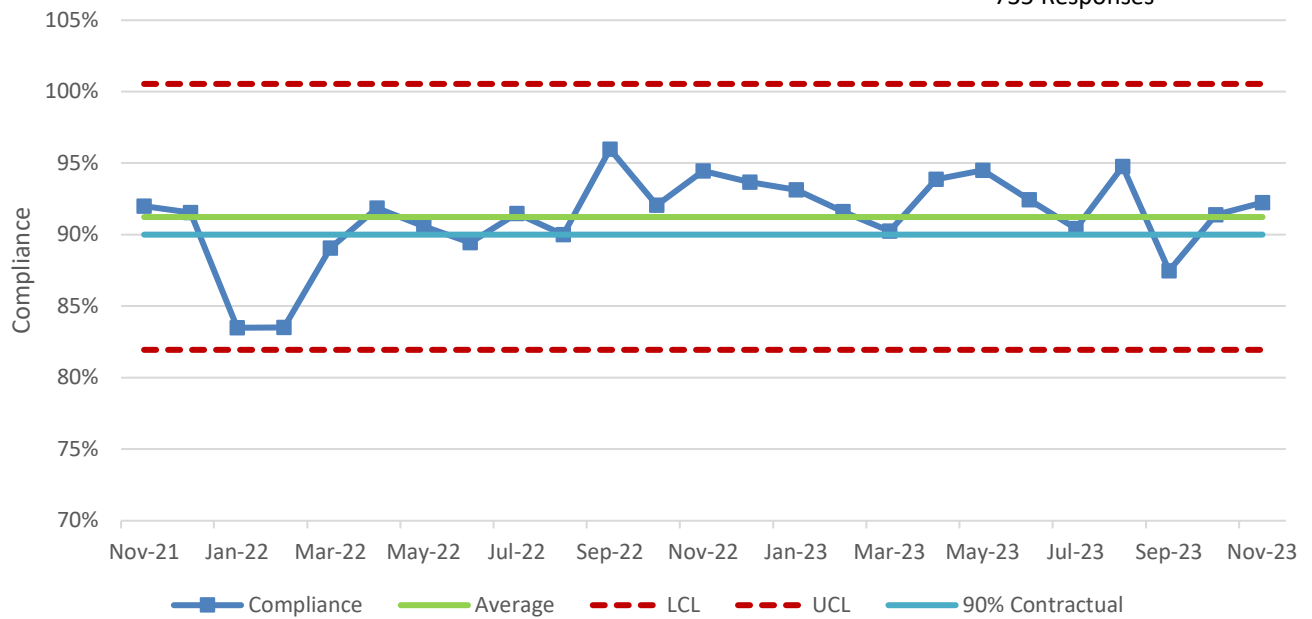
### EMS District Compliance By Month - South Pasadena

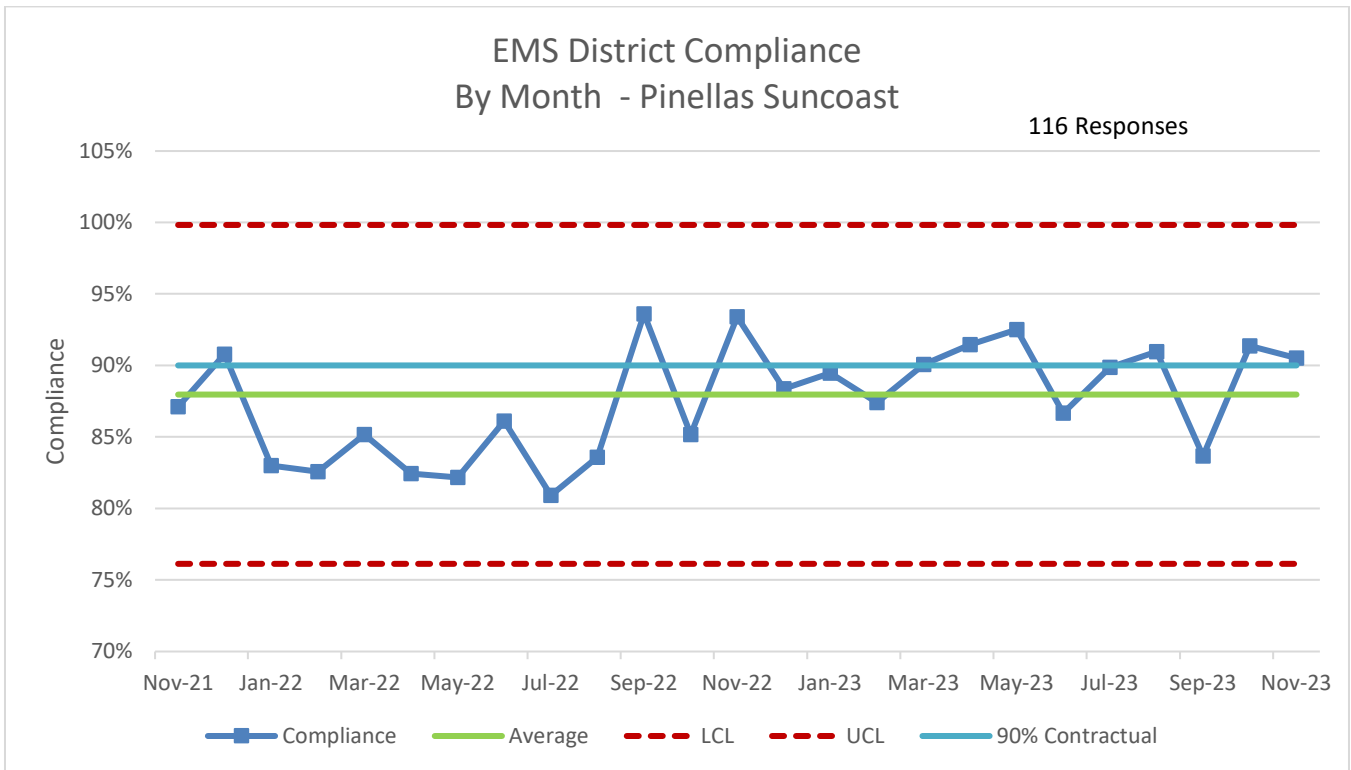
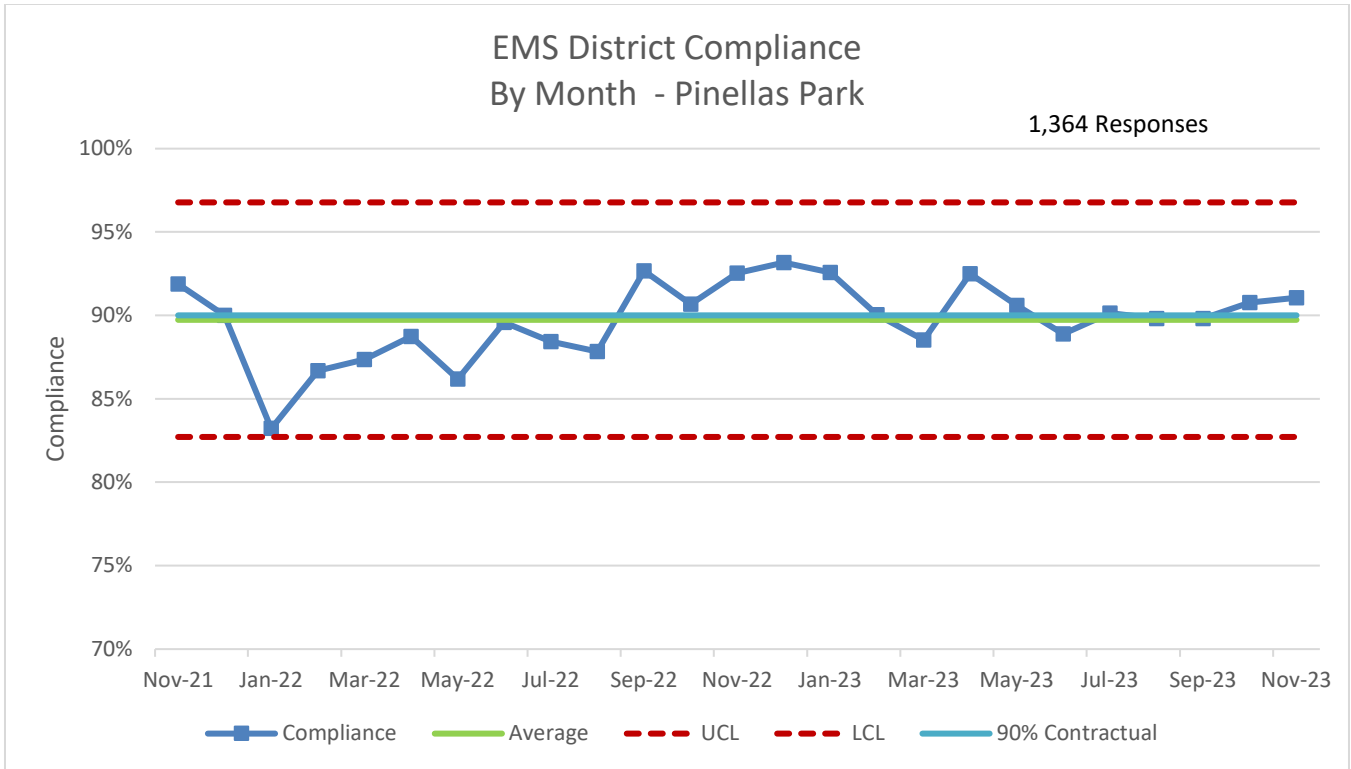
192 Responses



### EMS District Compliance By Month - Palm Harbor

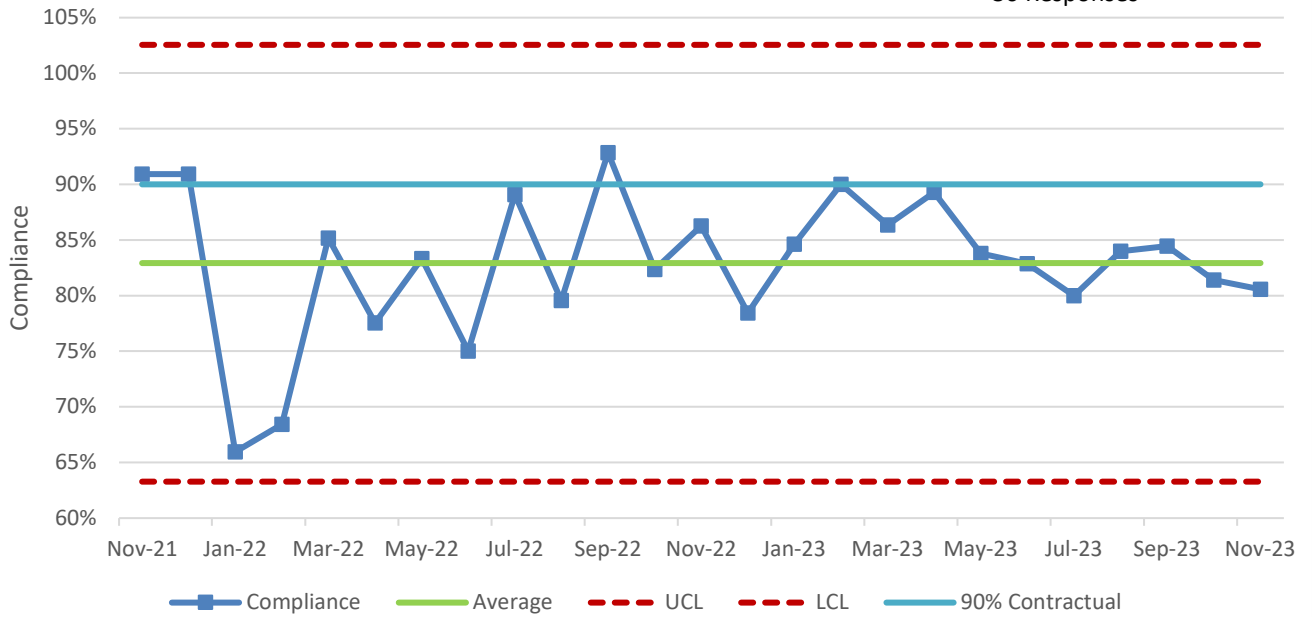
735 Responses





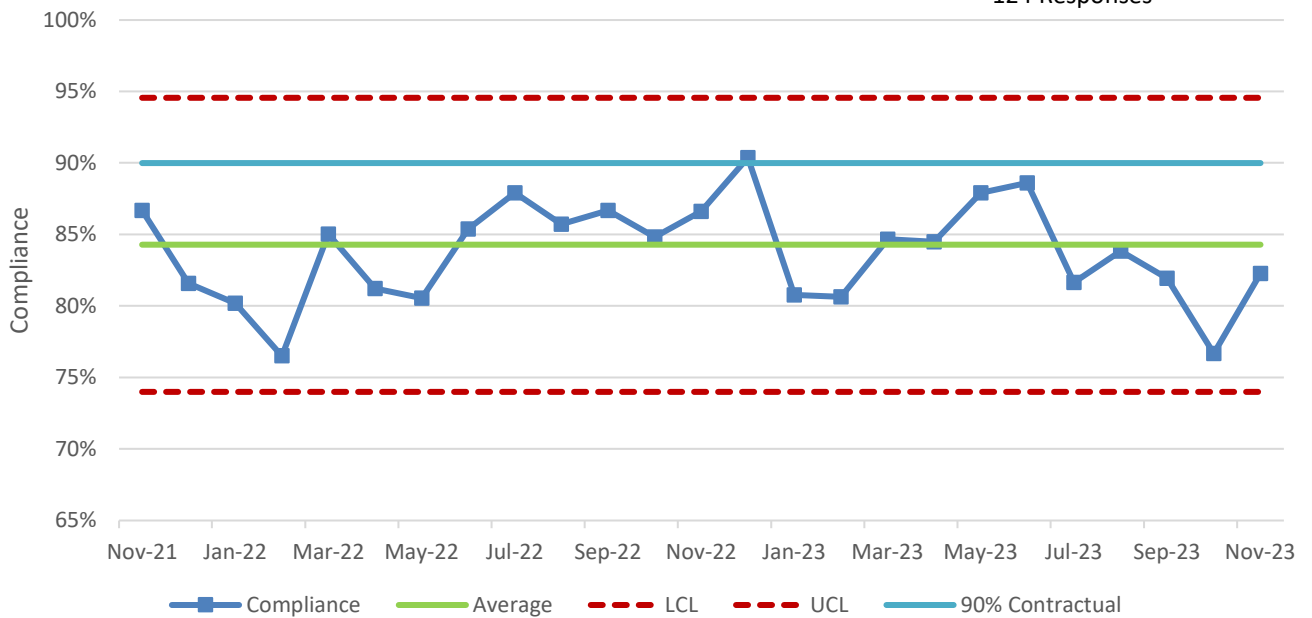
### EMS District Compliance By Month - Redington Beaches

36 Responses

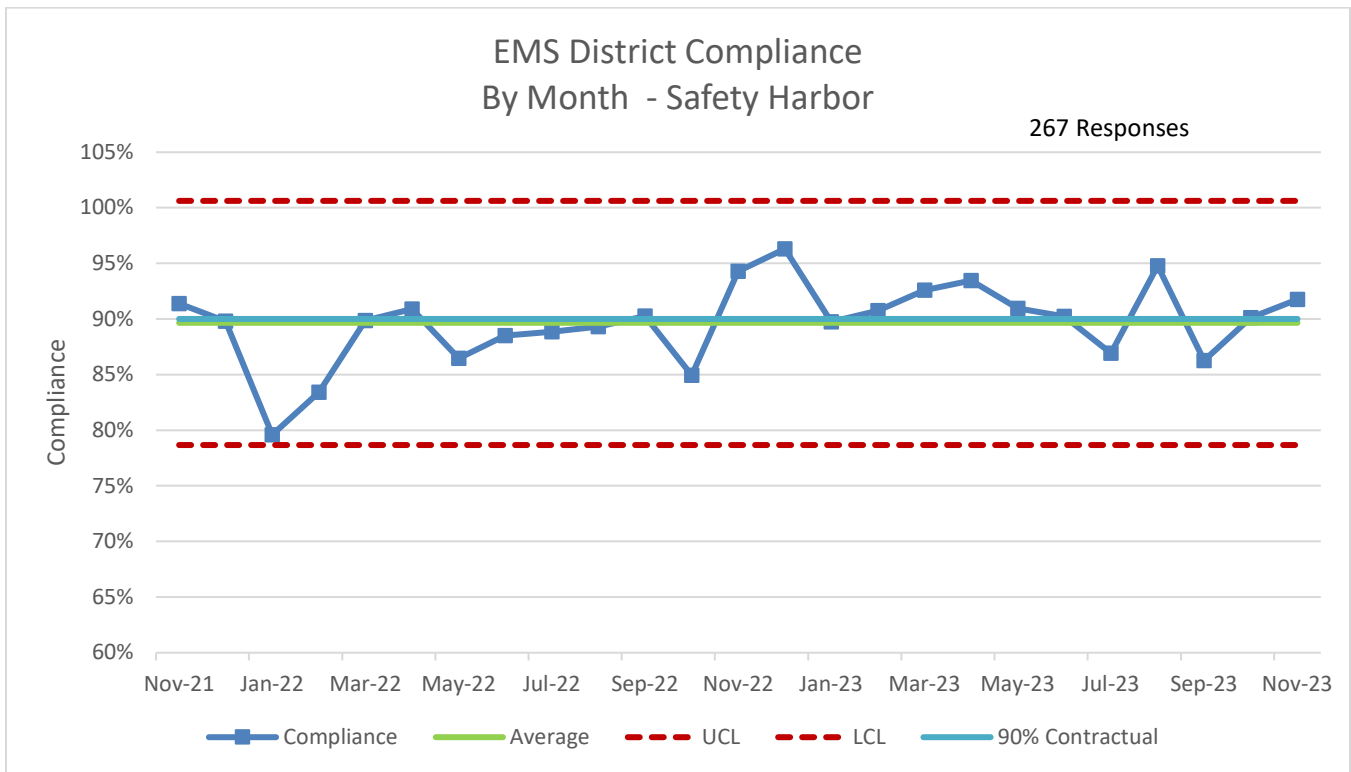
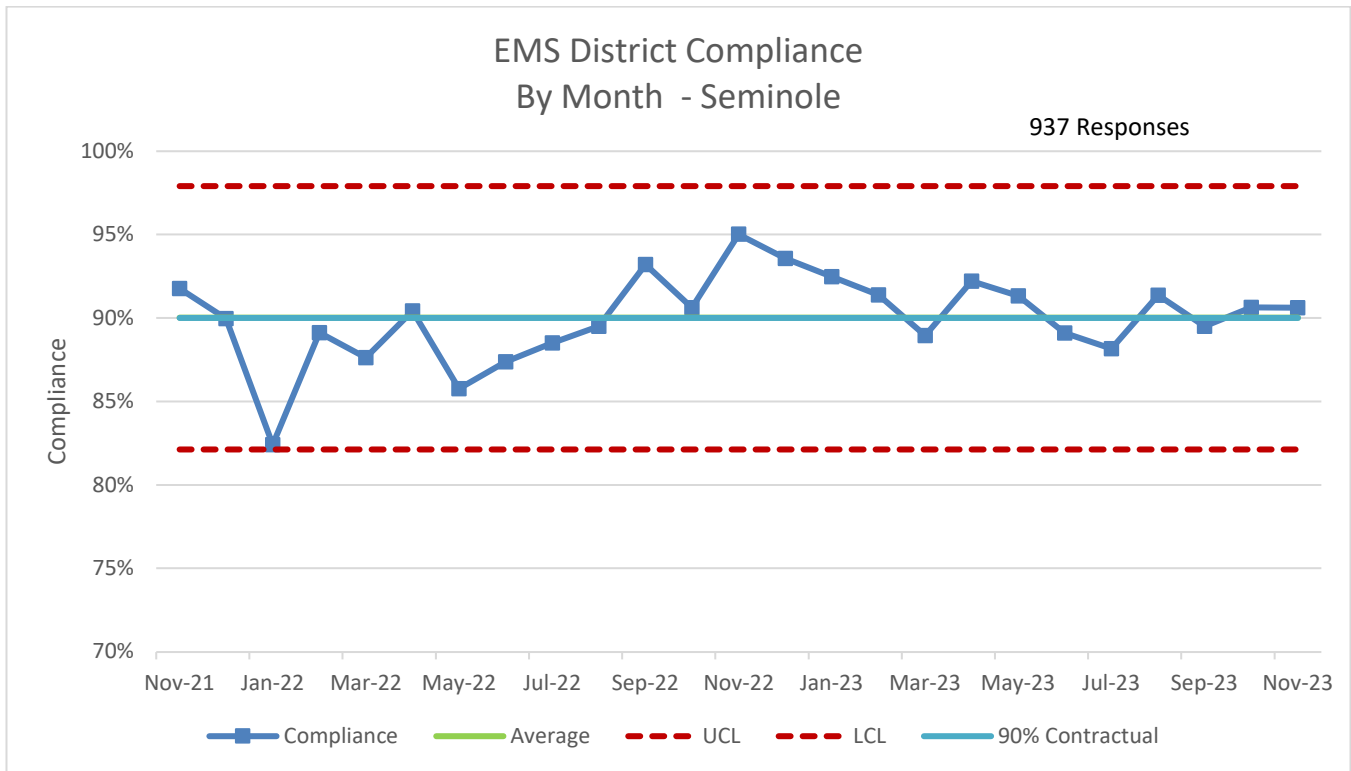


### EMS District Compliance By Month - St Pete Beach

124 Responses

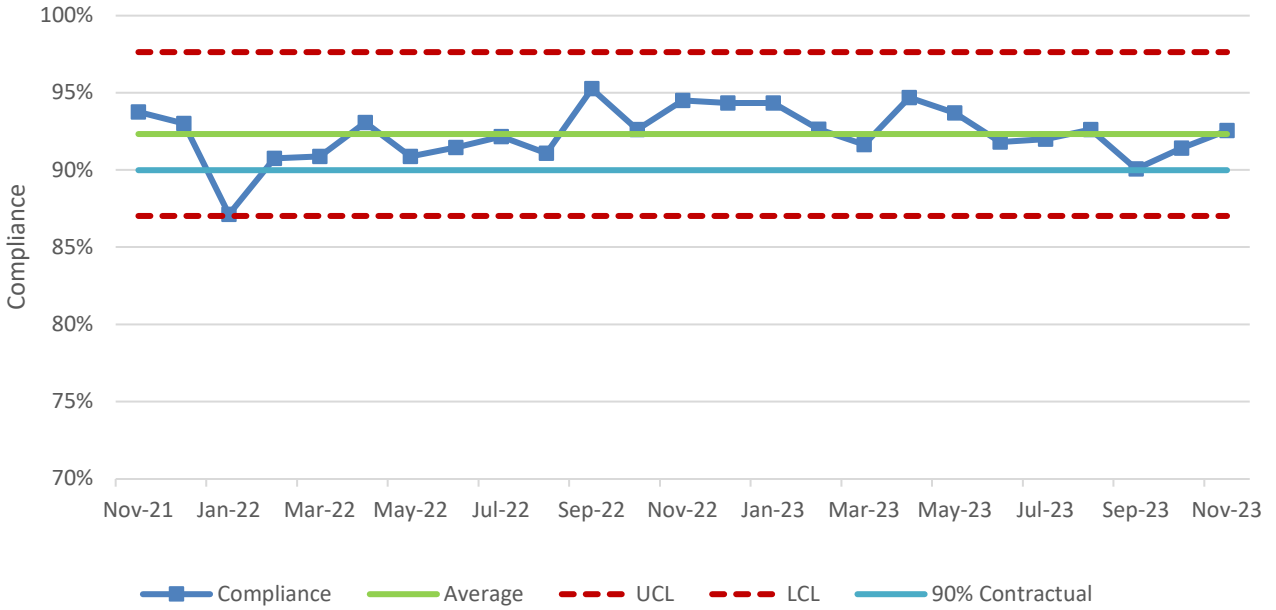






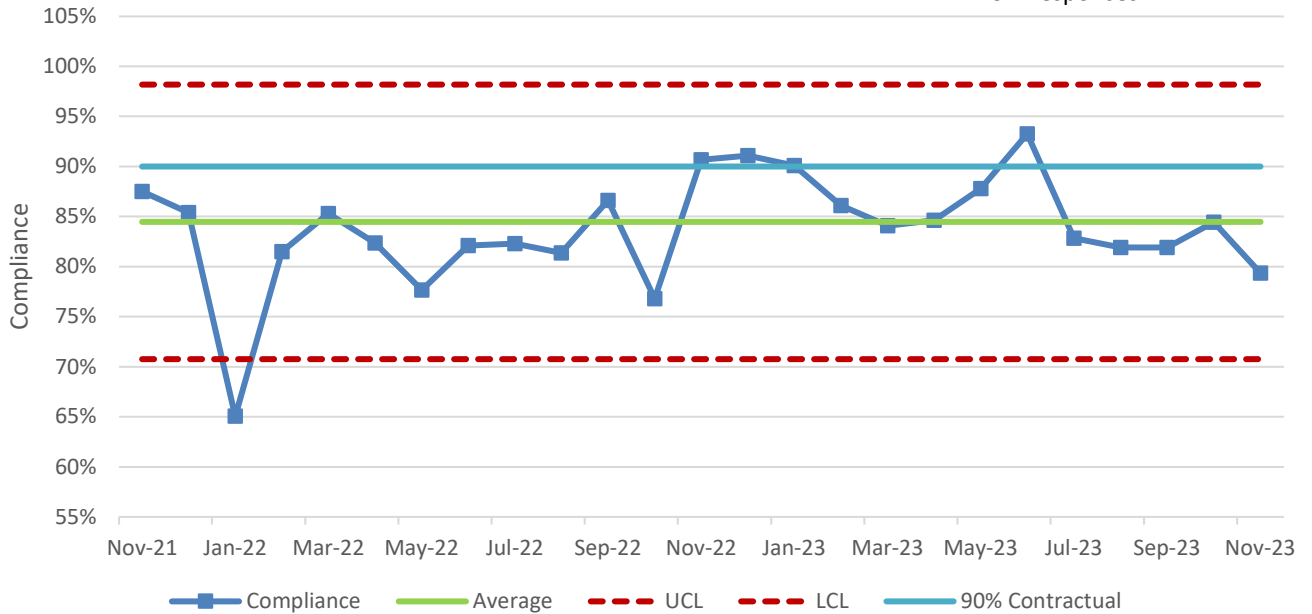
### EMS District Compliance By Month - St Petersburg

3,919 Responses



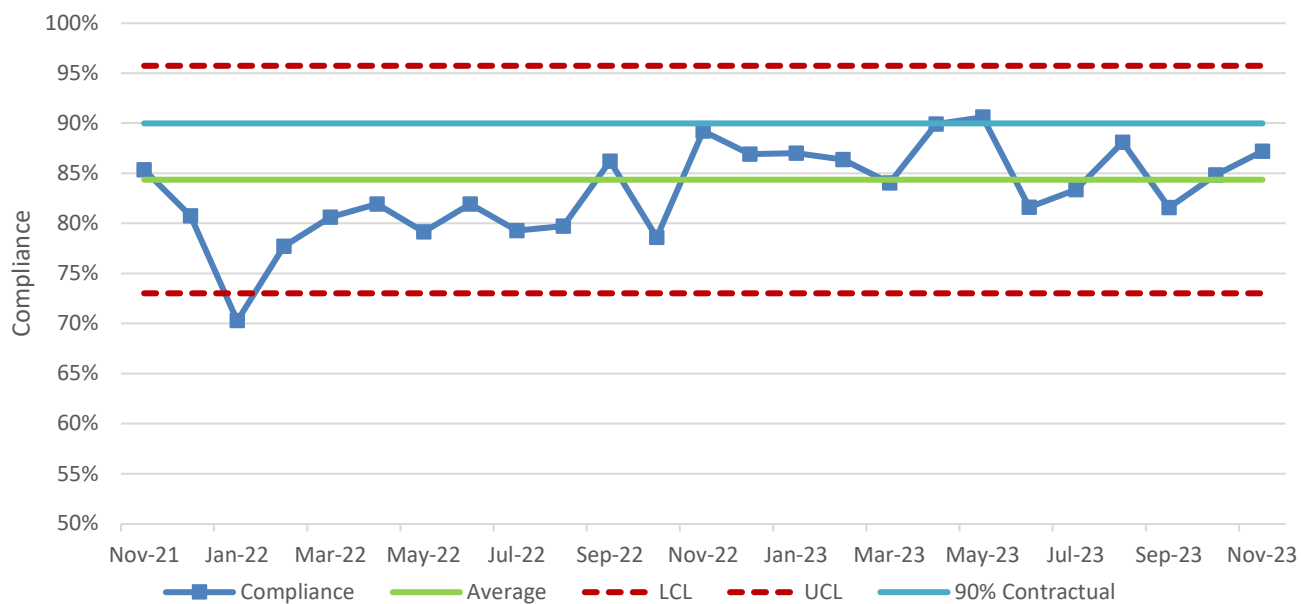
### EMS District Compliance By Month - Treasure Island

92 Responses



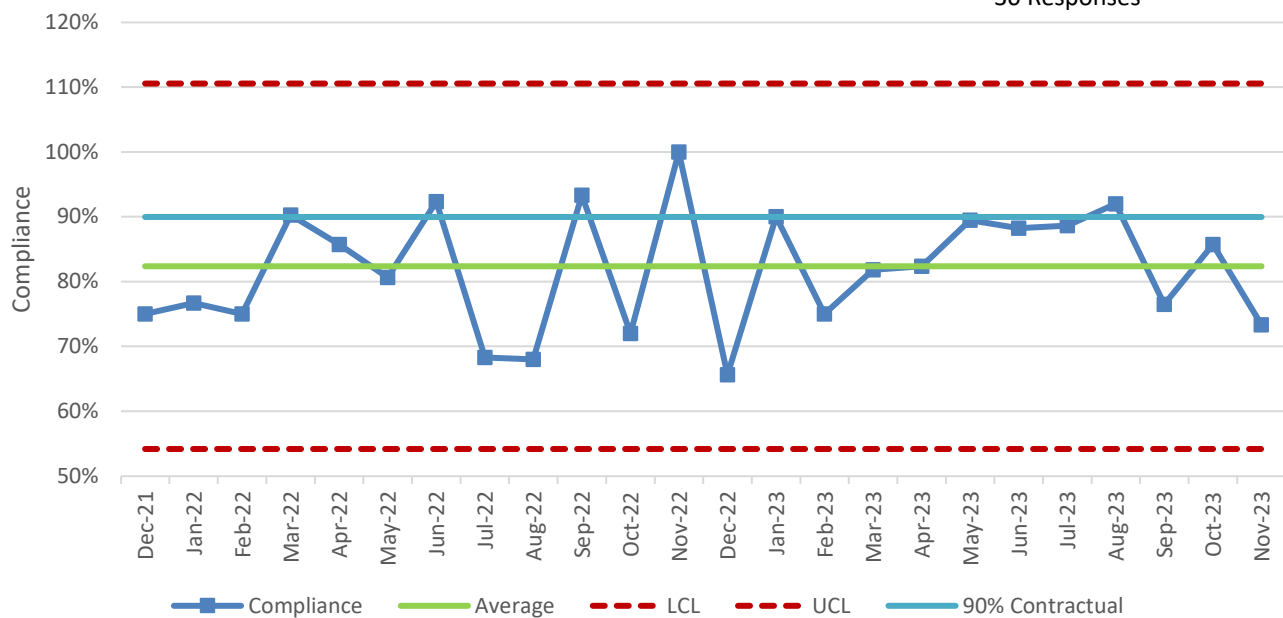
### EMS District Compliance By Month - Tarpon Springs

375 Responses

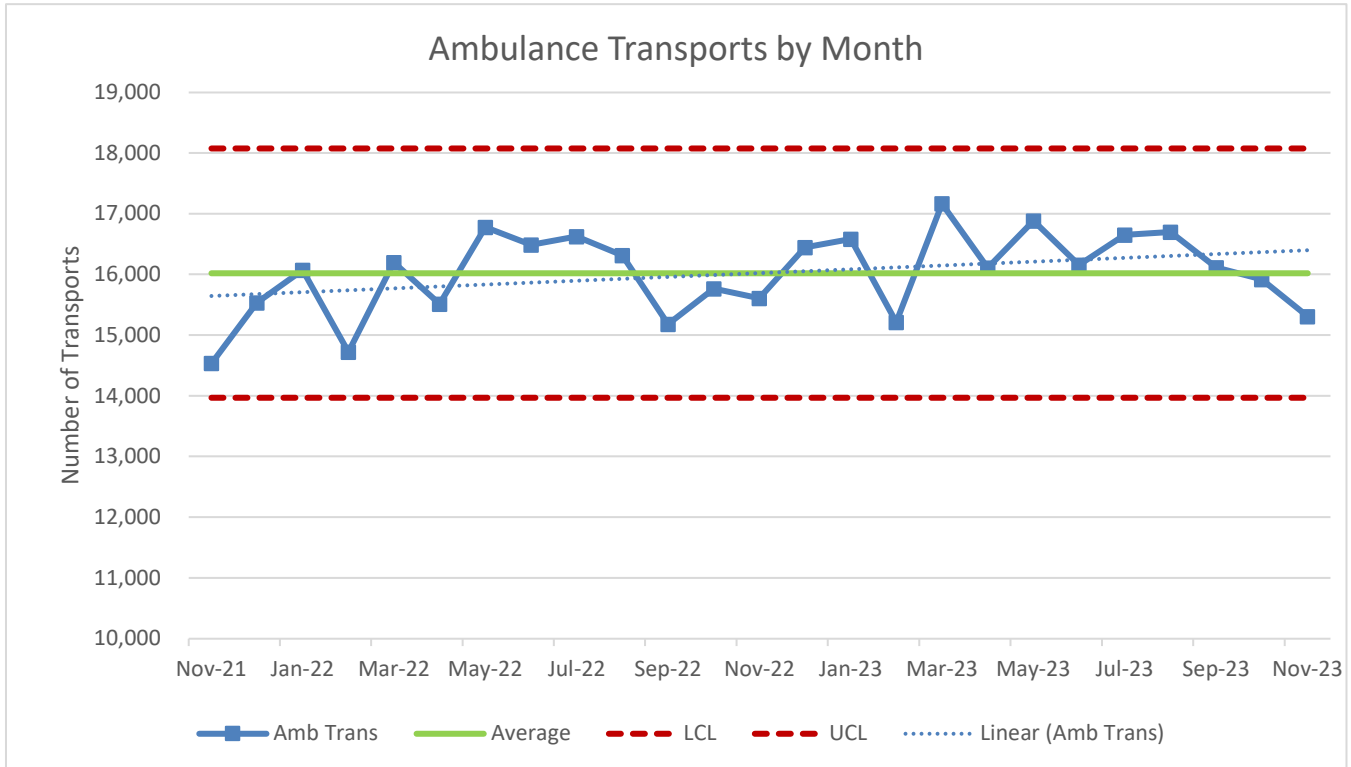


### EMS District Compliance By Month - Tierra Verde

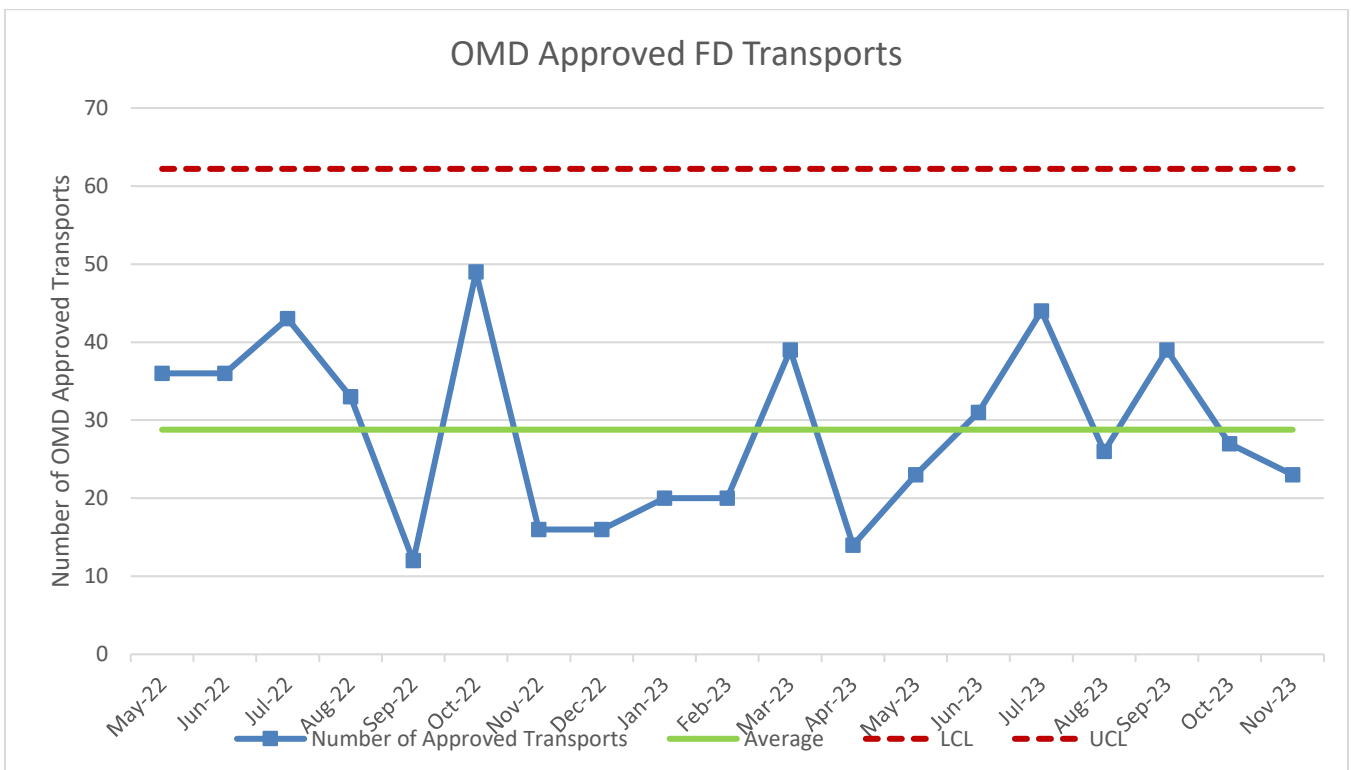
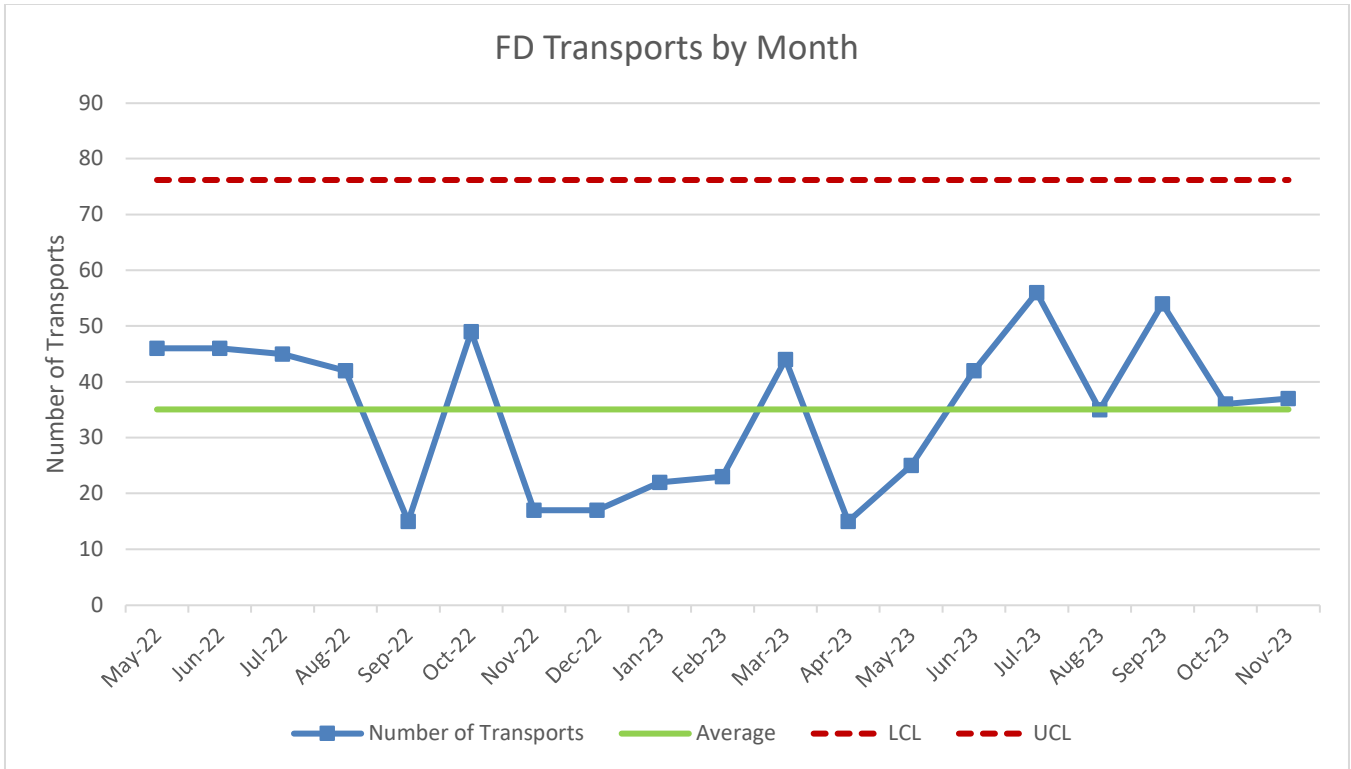
30 Responses

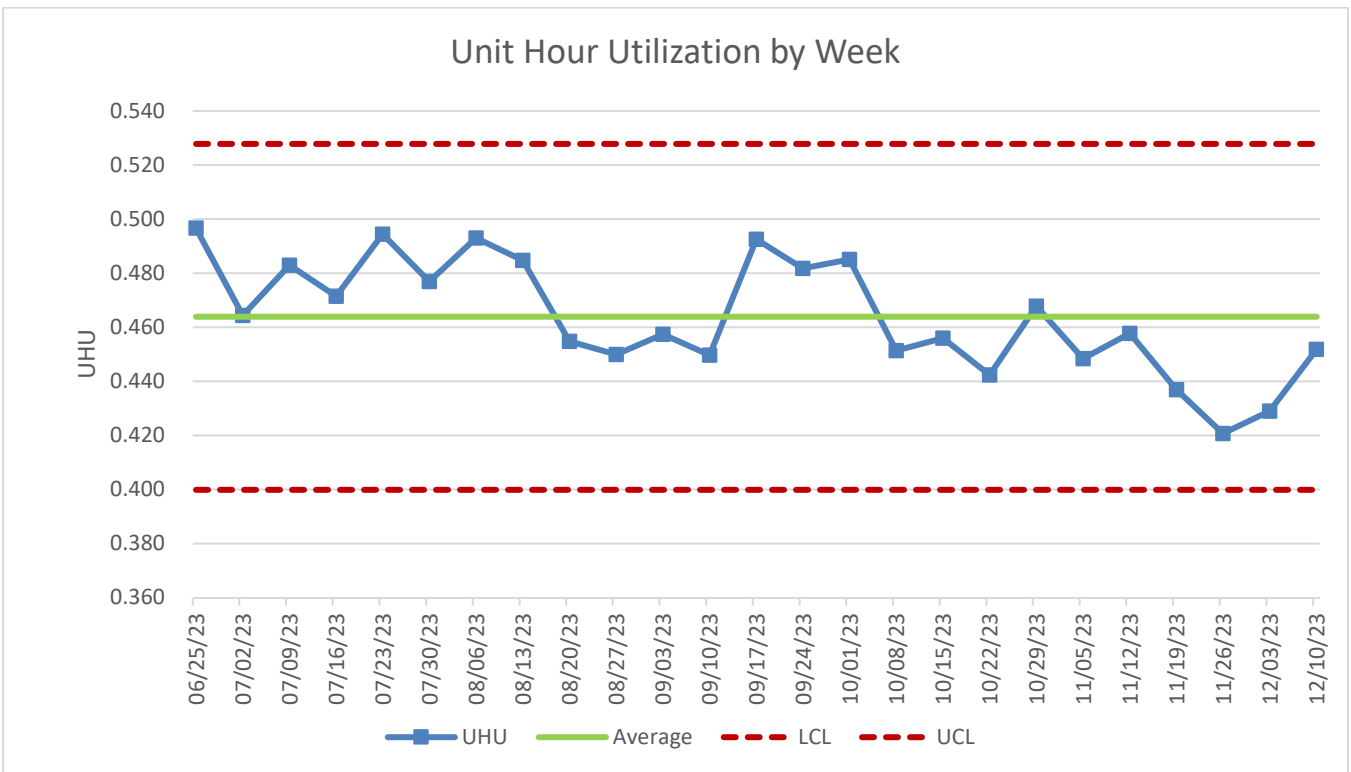
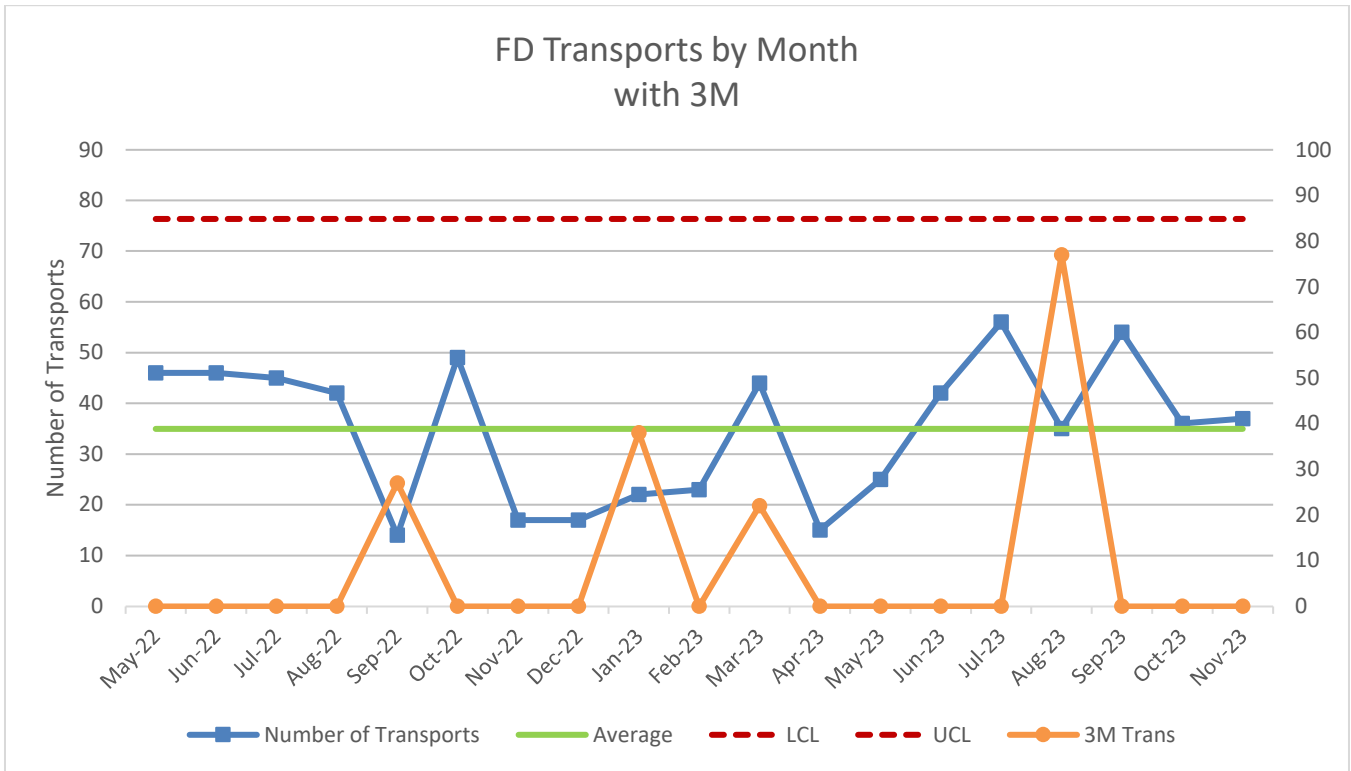


EMS District	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23
Clearwater	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y
Dunedin	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
East Lake	N	Y	N	N	N	Y	N	N	N	N	N	N	N
Gulfport	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y
Largo	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Lealman	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
Madeira Beach	NA	Y	NA	Y	NA	Y	NA	N	NA	N	NA	N	NA
Oldsmar	N	N	N	Y	N	N	N	N	Y	Y	N	Y	Y
Palm Harbor	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
Pinellas Park	Y	Y	Y	Y	N	Y	Y	N	Y	N	N	Y	Y
Pinellas Suncoast	Y	N	N	N	Y	Y	Y	N	N	Y	N	Y	Y
Redington Bchs	NA	N	NA	NA	N	NA	NA	N	NA	N	NA	NA	N
Safety Harbor	Y	Y	N	Y	Y	Y	Y	Y	N	Y	N	Y	Y
Seminole	Y	Y	Y	Y	N	Y	Y	N	N	Y	N	Y	Y
South Pasadena	Y	Y	Y	Y	N	Y	Y	N	N	N	N	N	N
St. Pete Beach	N	Y	N	N	N	N	N	N	N	N	N	N	N
St. Petersburg	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Tarpon Springs	N	N	N	N	N	N	Y	N	N	N	N	N	N
Tierra Verde	NA	N	NA	NA	NA	N	NA	NA	N	NA	NA	NA	N
Treasure Island	Y	Y	Y	N	N	N	N	NA	N	N	N	NA	N

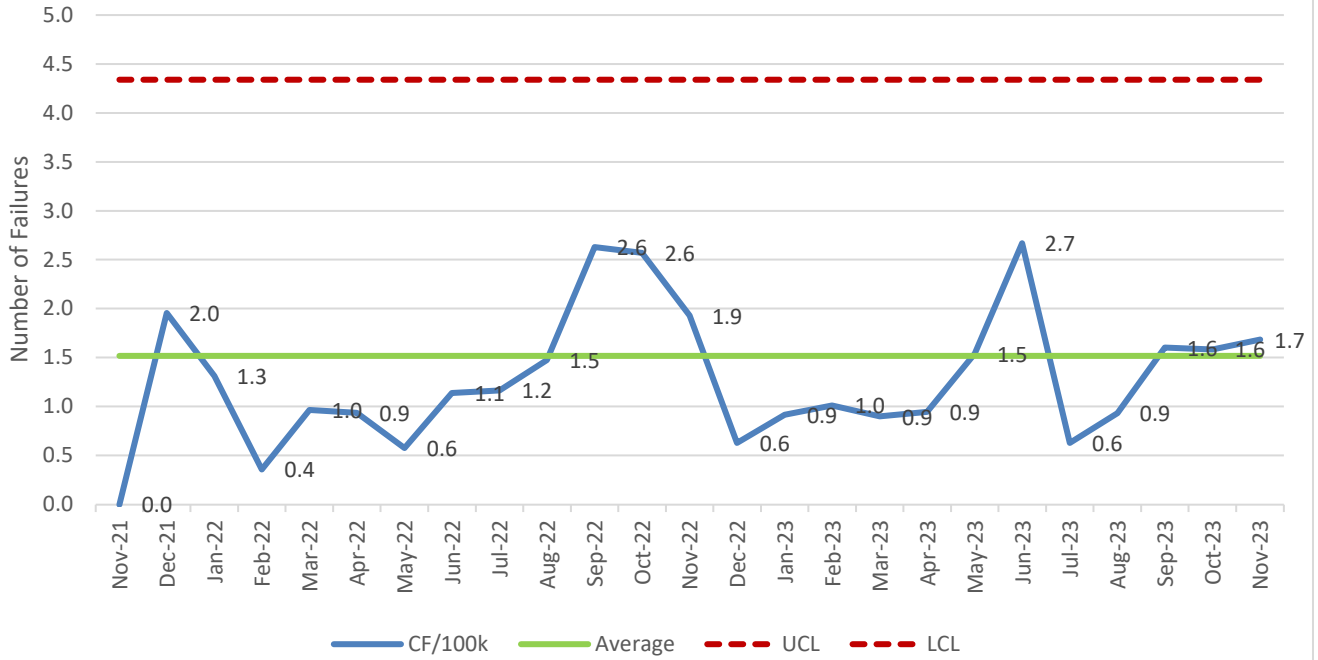


## MISCELLANEOUS RESPONSE PERFORMANCE

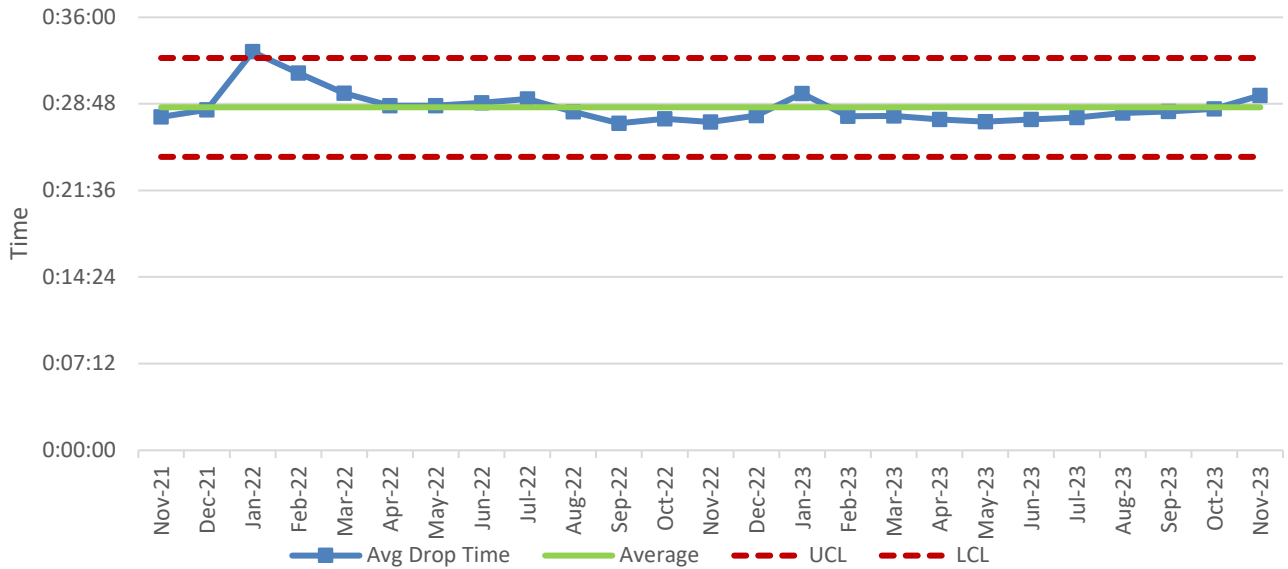




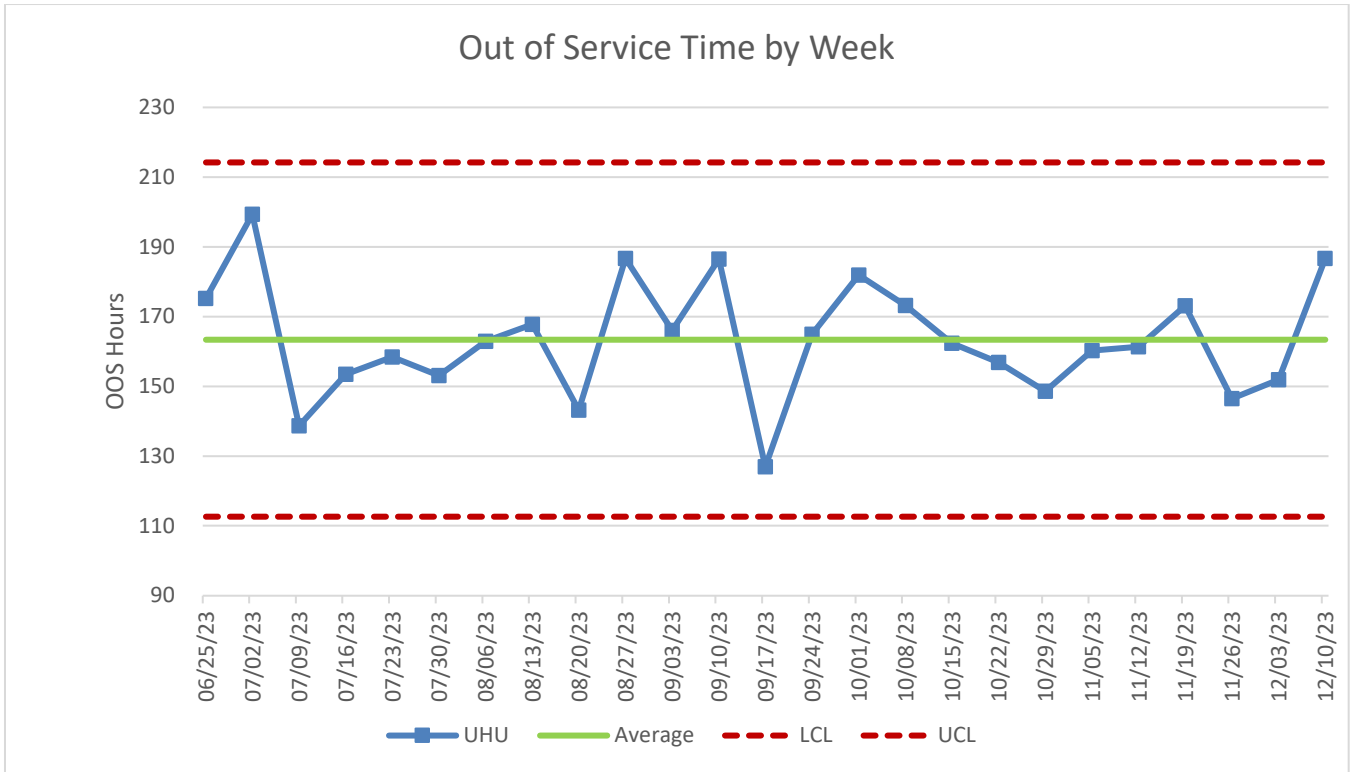
### Critical Failures per 100k Miles



### Average Turn Around Time Priorities 1 & 2 November 29:30



## LOST UNIT HOURS



## EMD QUALITY ASSURANCE REVIEWS

Percentage of Deviation Accepted	Critical Deviation	Major Deviation	Moderate Deviation	Minor Deviation
<b>Case Entry</b>	2%	3%	3%	3%
<b>Chief Complaint</b>	5%	3%	4%	5%
<b>Key Questions</b>	3%	3%	5%	5%
<b>Dispatch Life Support</b>	4%	3%	3%	6%
<b>Final Code</b>	6%	8%	10%	10%
<b>Customer Service</b>	2%	2%	2%	5%



# November 2023 EMD Report

## Agency Performance Benchmark

Selected Discipline: EMD

Agency: Sunstar

Date Range: 11/1/2023 ... 11/30/2023

	Percent	Number of Cases
High Compliance	77%	61
Compliant	10%	8
Partial Compliance	4%	3
Low Compliance	4%	3
Non-Compliant	5%	4
<b>Totals</b>	<b>100%</b>	<b>79</b>

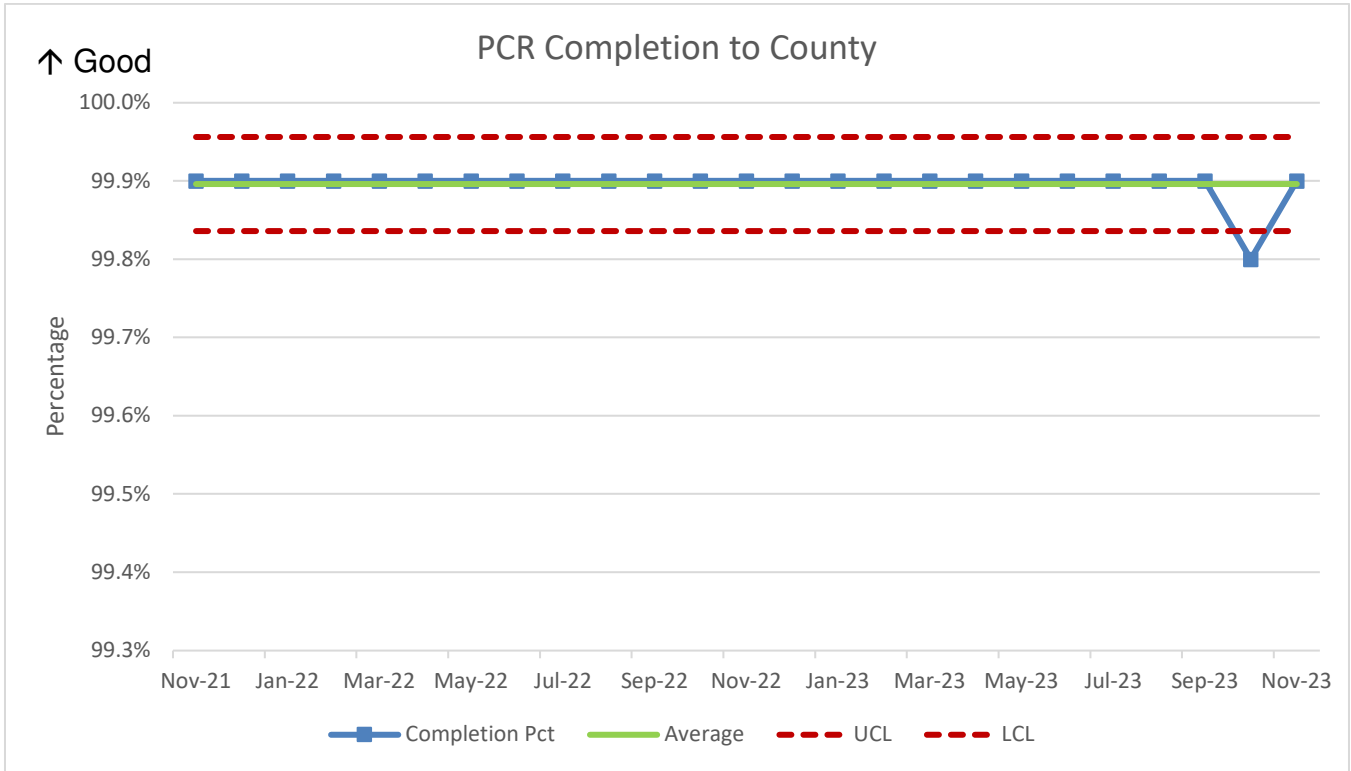
- Indicates Accreditation Level

Percentage of Deviations	Critical	Major	Moderate	Minor
Case Entry	0.00%	0.95%	0.42%	1.67%
Chief Complaint	3.80%	0.00%	0.42%	0.00%
Key Questions	0.00%	0.29%	0.42%	0.67%
Final Coding	0.00%	2.53%	0.00%	0.00%
Dispatch Life Support	0.00%	0.00%	0.60%	1.18%
Customer Service	0.00%	0.00%	0.00%	0.36%
<b>Total Accreditation Acceptance</b>	<b> 0.21%</b>	<b> 0.50%</b>	<b> 0.43%</b>	<b> 0.64%</b>

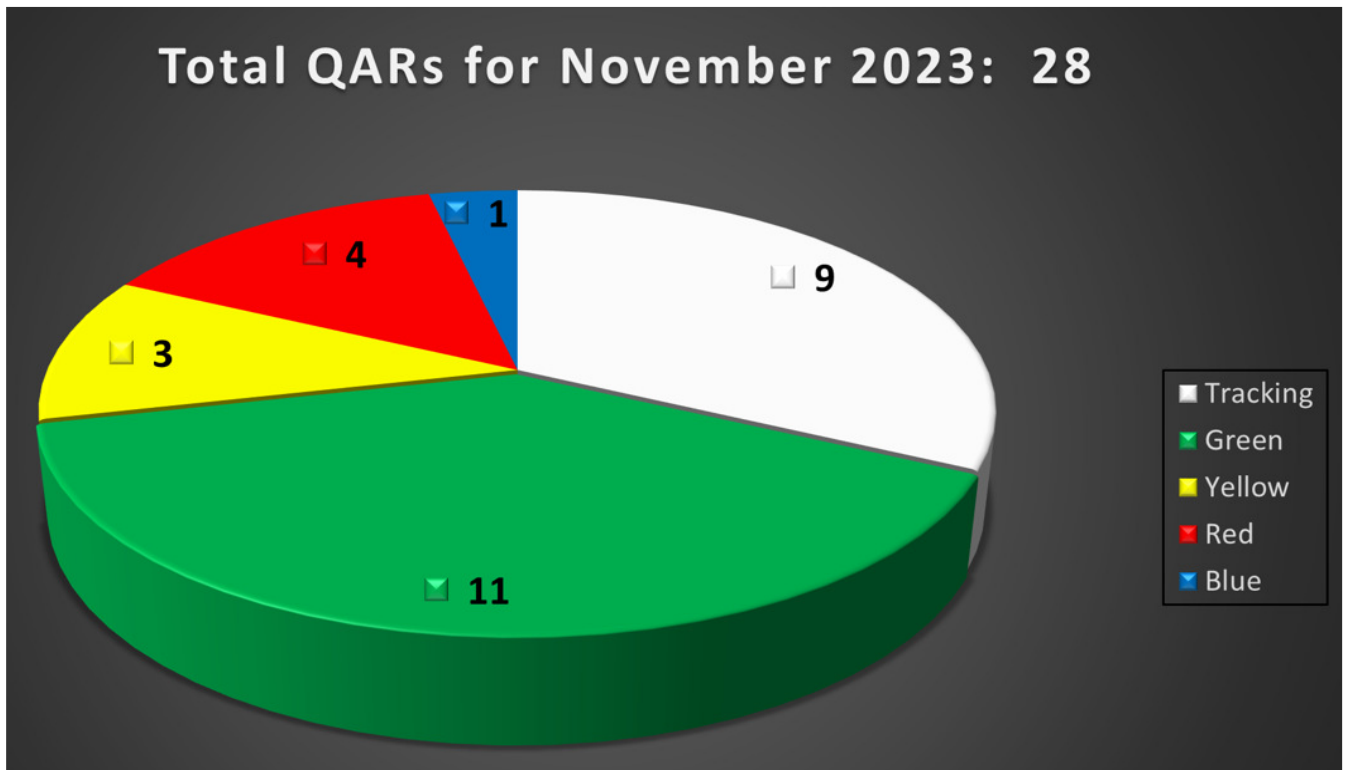
These accreditation standards relate to the following:

ED-Q Performance Standards – Edition 10

## PATIENT CARE REPORTS



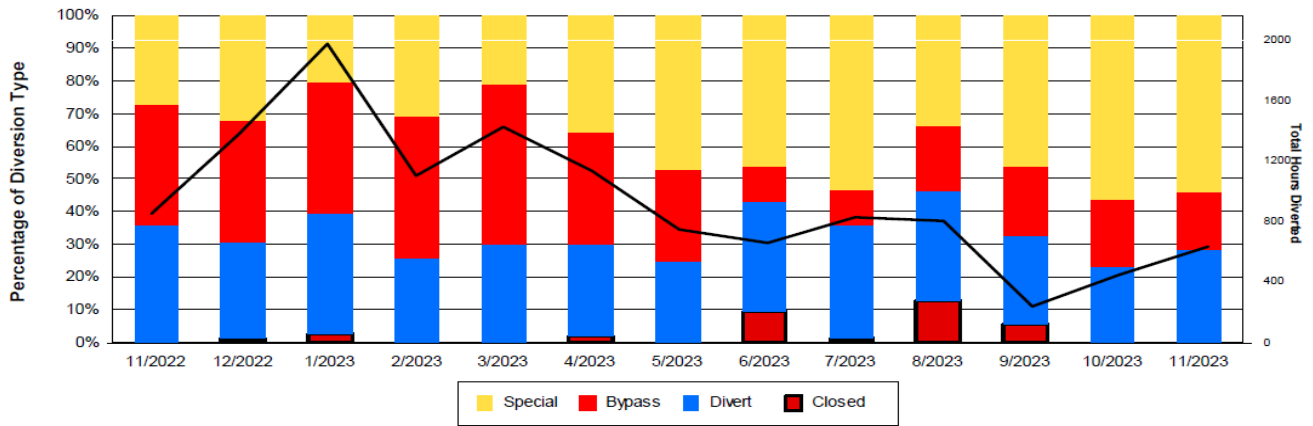
## QUALITY ASSURANCE REVIEWS



## HOSPITAL CLOSURE/DIVERSION OCCURRENCES

<b>Pinellas County Hospital Status Report</b>					
Nov-23					
Hospital	Events	EMS Bypass	Divert	Closed	Total
North County Status Management					0:00:00
South County Status Management					0:00:00
Condition 2 Medical					0:00:00
Condition 3 Medical					0:00:00
AdventHealth North Pinellas					0:00:00
AdventHealth Palm Harbor ER					0:00:00
Bardmoor ER	2	0:06:18	2:36:37		2:42:55
Bayfront Health ER - Pinellas Park					0:00:00
Bayfront Health of St Petersburg					0:00:00
Bayfront Health ER - Crossroads					0:00:00
HCA Bayonet Point Hospital	5	1:45:30	99:05:22		100:50:52
HCA Clearwater ER					0:00:00
HCA Lake Tarpon ER	1		20:48:41		20:48:41
HCA Largo Hospital	1	3:52:44			3:52:44
HCA Largo West Hospital	1	2:44:04			2:44:04
HCA Northside Hospital	1	2:30:39			2:30:39
HCA Pasadena Hospital					0:00:00
HCA St Petersburg Hospital					0:00:00
HCA Trinity Hospital					0:00:00
JH All Childrens					0:00:00
Manatee Memorial					0:00:00
Mease Countryside	2	4:40:46			4:40:46
Mease Dunedin					0:00:00
Morton Plant	2		5:30:26		5:30:26
Morton Plant North Bay	1	2:55:20			2:55:20
PEMHS Adult					0:00:00
PEMHS Pediatric					0:00:00
St Anthonys	4	0:09:53	1:01:24		1:11:17
St Josephs	5		39:59:38		39:59:38
Tampa General	4	2:17:43	175:22:55		177:40:38
VA Medical Center Bay Pines					0:00:00
<b>Total</b>	<b>29</b>	<b>21:02:57</b>	<b>344:25:03</b>	<b>0:00:00</b>	<b>365:28:00</b>

## Hospital Diversions By Type



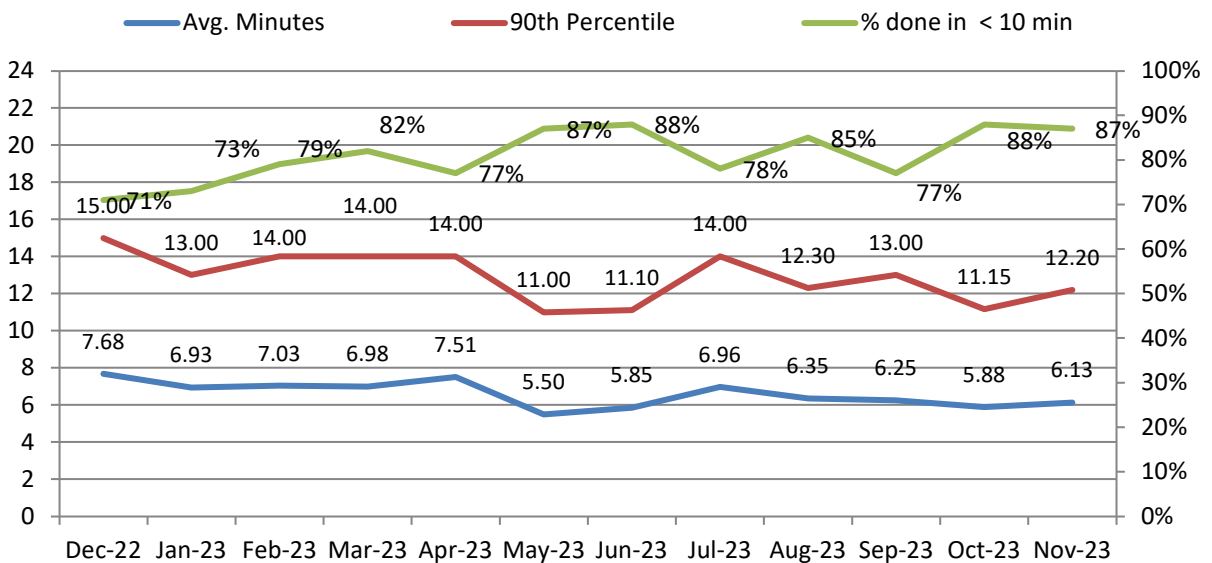
	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23
Closed	0	2	4	0	0	3	0	6	1	9	3	0	0
Divert	54	52	60	33	61	45	24	21	28	24	14	9	18
Bypass	56	66	65	55	101	55	27	7	9	14	11	8	11
Special	41	56	33	39	43	57	46	29	43	24	24	22	34
<b>Total Hrs</b>	<b>854</b>	<b>1,376</b>	<b>1,971</b>	<b>1,105</b>	<b>1,423</b>	<b>1,133</b>	<b>746</b>	<b>661</b>	<b>828</b>	<b>801</b>	<b>237</b>	<b>450</b>	<b>637</b>

## FIELD CLINICAL STUDIES

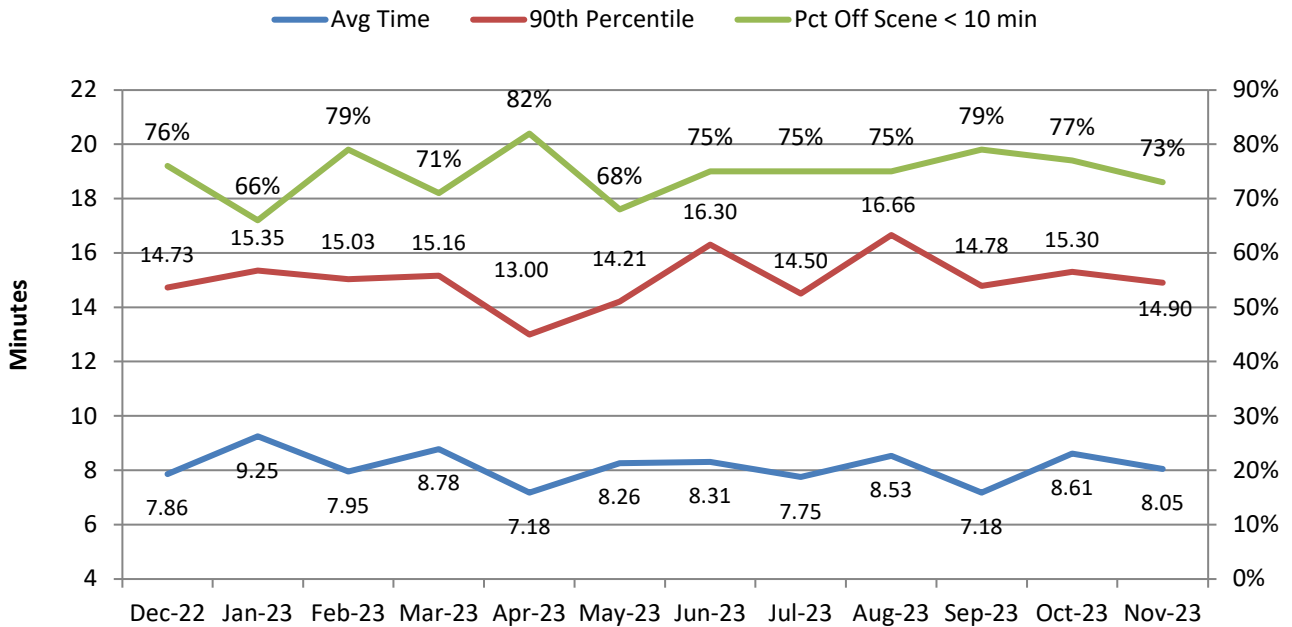
### Clinical On-Scene Times through 11/14

#### STEMI Patients- FMC to First ECG

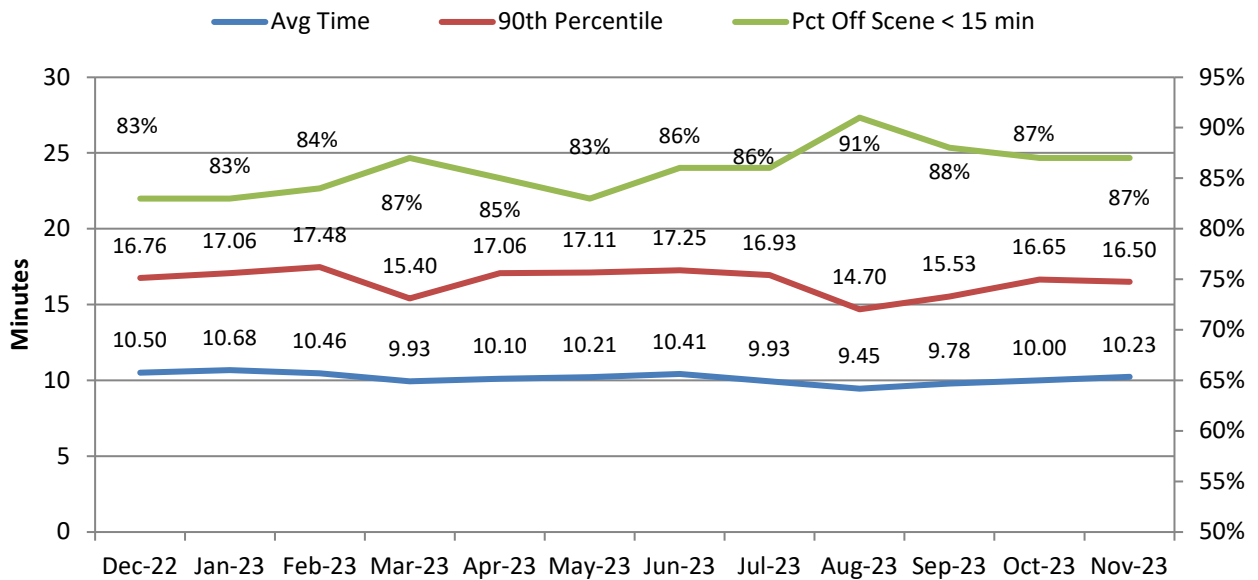
Excluding Cardiac Arrest & ROSC



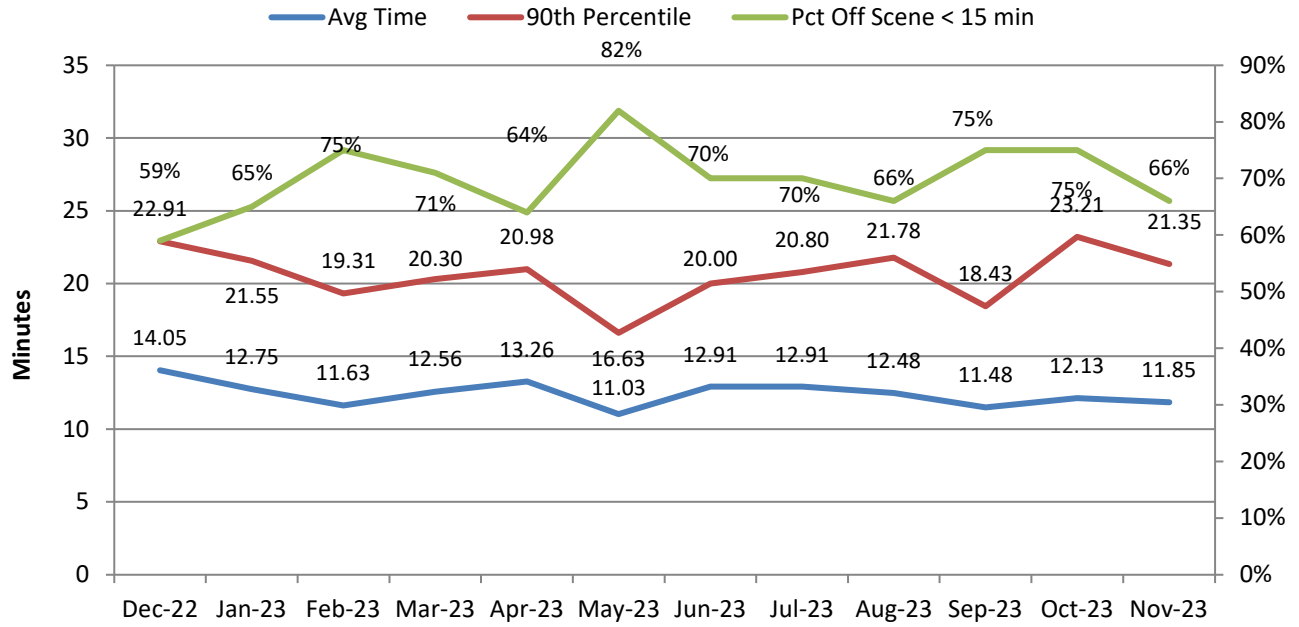
## Trauma Alert FMC to Transport



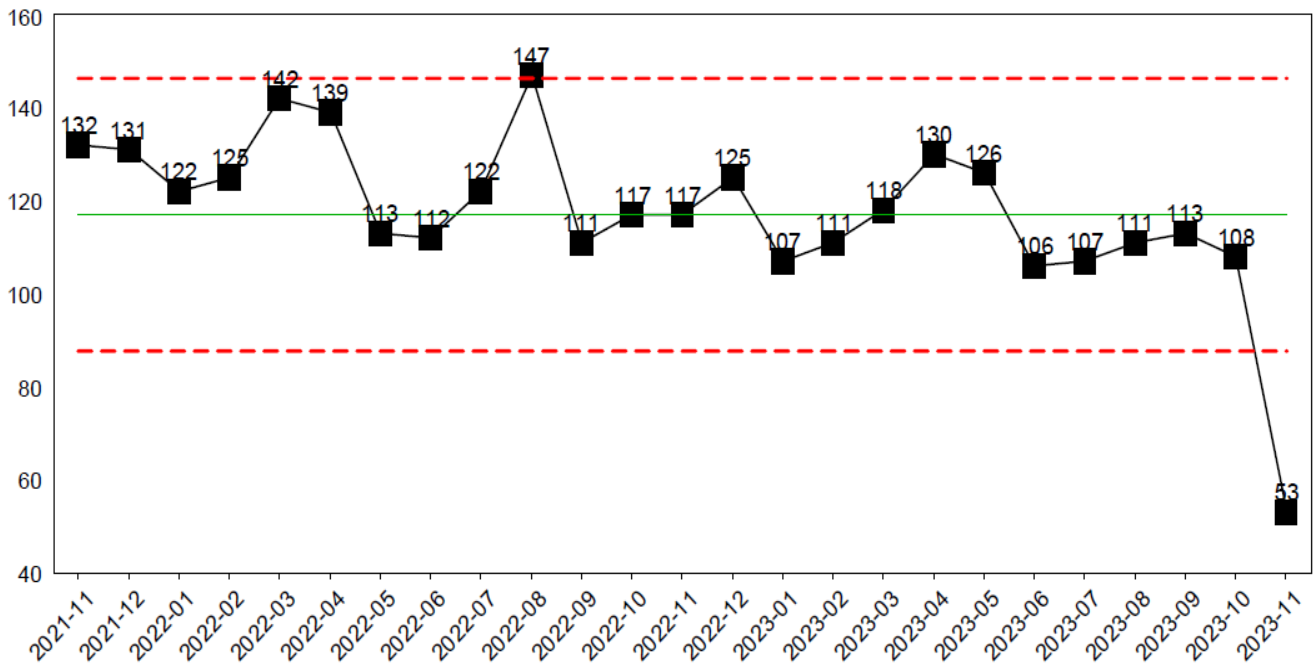
## Stroke Alert FMC to Transport



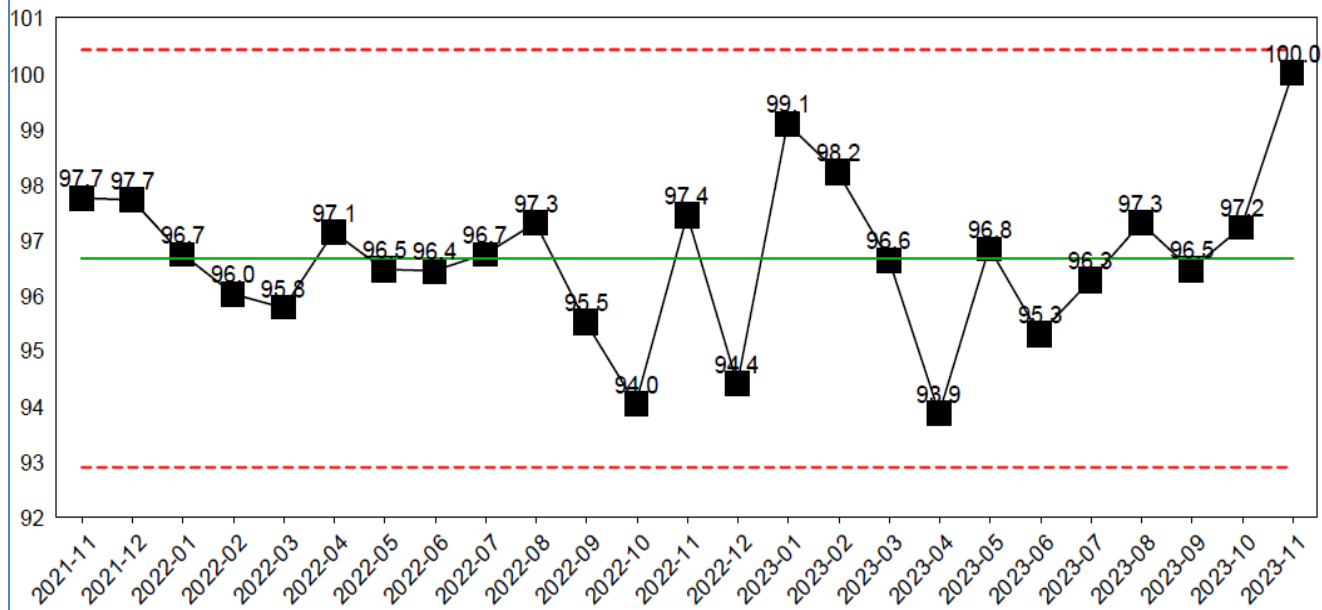
## STEMI Alert FMC to Transport



## Total Ambulance Ground Transport of Trauma Alerts

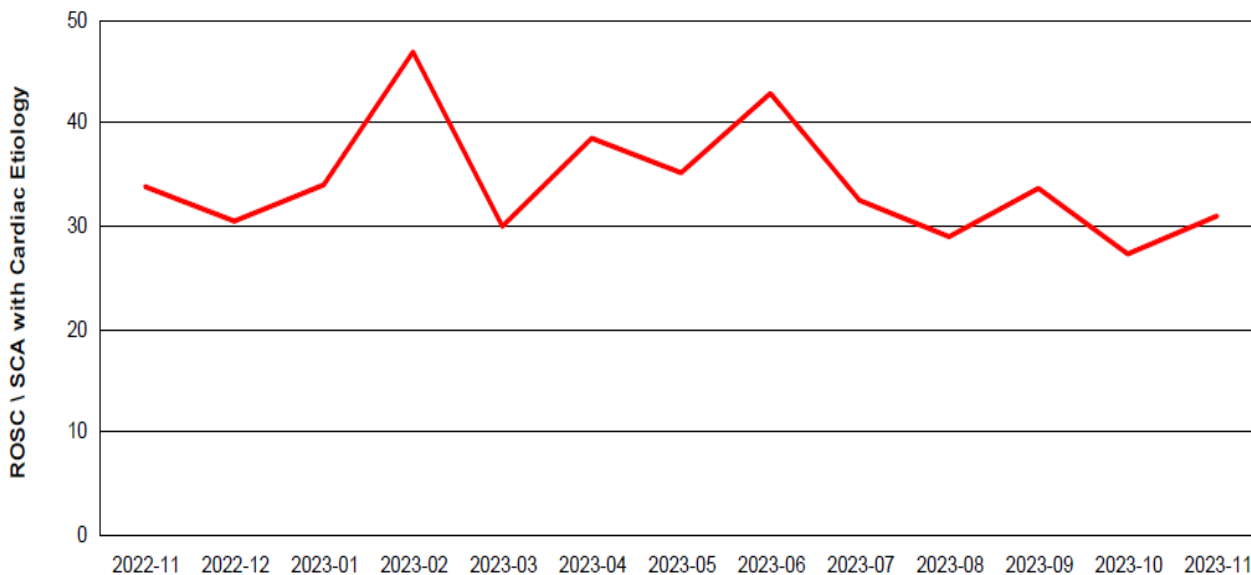


## Percentage of Ground Transported Trauma Alerts Arriving at Hospital Within Golden Hour



## Overall ROSC

SCA with Any Presenting Rhythm



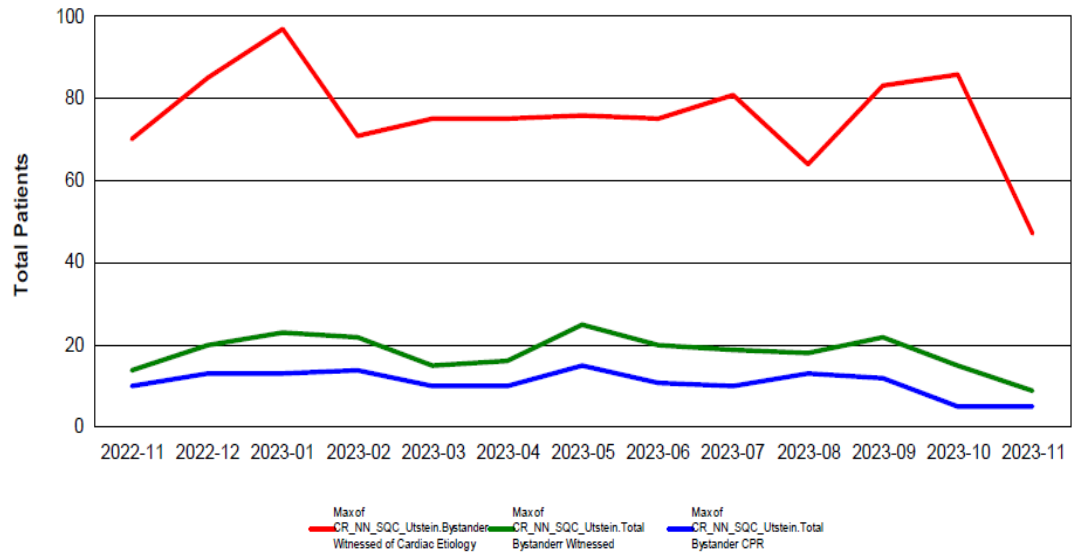
	2022-11	2022-12	2023-01	2023-02	2023-03	2023-04	2023-05	2023-06	2023-07	2023-08	2023-09	2023-10	2023-11
Overall ROSC	33.8%	30.6%	34.1%	46.9%	30.0%	38.6%	35.2%	42.9%	32.5%	29.0%	33.8%	27.3%	31.0%

## ROSC in Bystander Witnessed



	2022-11	2022-12	2023-01	2023-02	2023-03	2023-04	2023-05	2023-06	2023-07	2023-08	2023-09	2023-10	2023-11
ROSC in All Bystander Witnessed	42.9%	35.0%	56.5%	63.6%	26.7%	50.0%	40.0%	65.0%	21.1%	38.9%	59.1%	53.3%	55.6%
ROSC in Bystander Witnessed w/CPR	40.0%	46.2%	53.9%	57.1%	30.0%	40.0%	53.3%	81.8%	30.0%	38.5%	58.3%	60.0%	60.0%

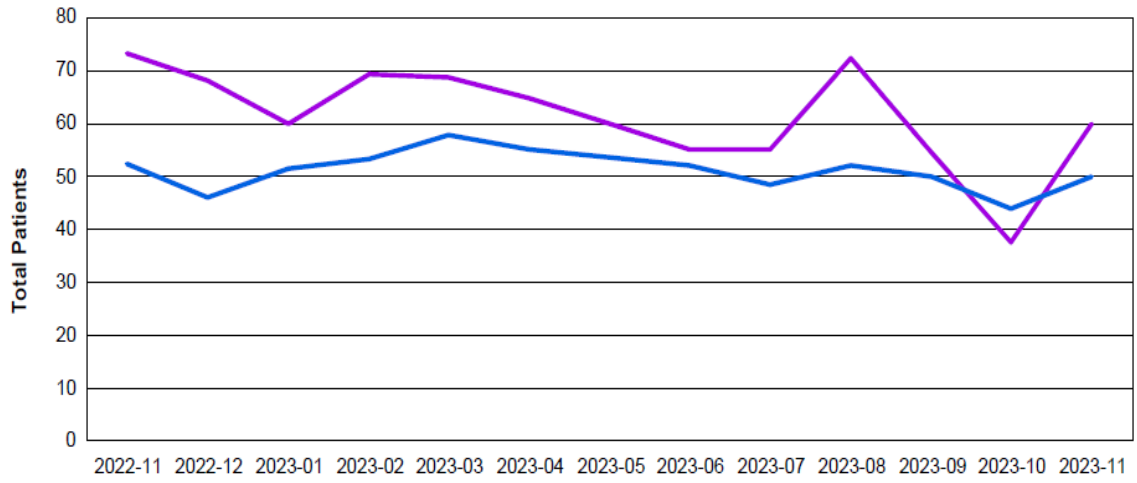
## Bystander Witnessed of Cardiac Etiology



	2022-11	2022-12	2023-01	2023-02	2023-03	2023-04	2023-05	2023-06	2023-07	2023-08	2023-09	2023-10	2023-11
Total Cardiac Etiology	70	85	97	71	75	75	76	75	81	64	83	86	47
Total Bystander Witnessed	14	20	23	22	15	16	25	20	19	18	22	15	9
Total Bystander CPR	10	13	13	14	10	10	15	11	10	13	12	5	5



## Percentage of Bystander CPR

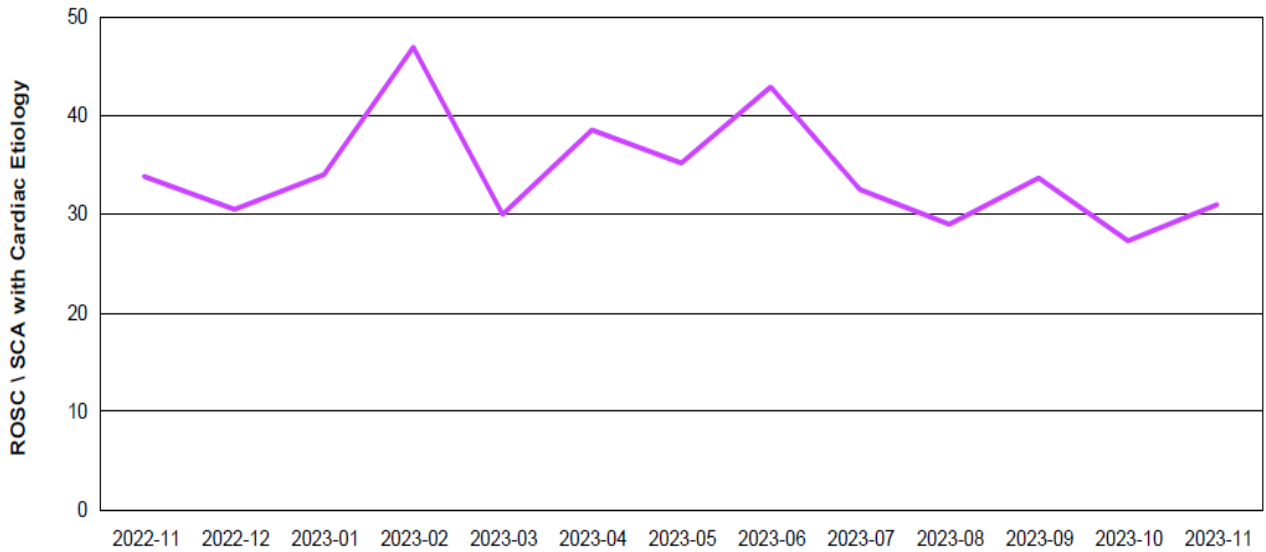


— Max of CR\_NN\_SQC\_Ulstein.Percentage Cardiac Hx w Bystander CPR  
— Max of CR\_NN\_SQC\_Ulstein.Percentage All SCA with Bystander CPR

	2022.11	2022.12	2023.01	2023.02	2023.03	2023.04	2023.05	2023.06	2023.07	2023.08	2023.09	2023.10	2023.11
% Cardiac Hx w Bystander CPR	73.3%	68.2%	60.0%	69.2%	68.8%	64.7%	60.0%	55.0%	55.0%	72.2%	54.6%	37.5%	60.0%
% All SCA with Bystander CPR	52.5%	46.0%	51.4%	53.3%	57.8%	55.2%	53.6%	52.2%	48.5%	52.1%	50.0%	44.0%	50.0%

## Utstein ROSC

SCA with Shockable Presenting Rhythm



	2022.11	2022.12	2023.01	2023.02	2023.03	2023.04	2023.05	2023.06	2023.07	2023.08	2023.09	2023.10	2023.11
Utstein ROSC	5.7%	3.5%	11.3%	11.3%	6.7%	5.3%	11.8%	12.0%	11.1%	7.8%	10.8%	5.8%	6.4%



PINELLAS COUNTY  
EMS & Fire Administration  
Utstein Template Data  
From All Pinellas County ePCRs



Data Range: Nov-2023		
Gender		

Male	39	63.93%	of All Cardiac Arrests
Female	22	36.07%	of All Cardiac Arrests

All Cardiac Arrests	61
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Total Resuscitations	60	98.36%	of All Cardiac Arrests
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Overall ROSC in Field to ED	30.95%
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Utstein ROSC (Bystander Only)	55.56%
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ALL Bystander CPR	30	50.00%	of Total Resuscitations
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Cardiac Etiology	47	78.33%	of Total Resuscitations
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NonCardiac Etiology	13	21.67%	of Total Resuscitations
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EMS Witnessed	11	23.40%	of Cardiac Etiology
Total ROSC	2	18.18%	of EMS Witnessed
D/C CPC = 1 or 2	0	0.00%	of EMS Witnessed

Bystander Witness	9	19.15%	of Cardiac Etiology
Total ROSC	5	55.56%	of Bystander Witnessed
D/C CPC = 1 or 2	0	0.00%	of Bystander Witnessed

UnWitnessed	22	46.81%	of Cardiac Etiology
Total ROSC	6	27.27%	of UnWitnessed
D/C CPC = 1 or 2	0	0.00%	of UnWitnessed

VT / VF	3	27.27%	of EMS Witnessed
ROSC	2	66.67%	of VT / VF
D/C CPC = 1 or 2	0	0.00%	of EMS Witnessed
Asystole	6	54.55%	of EMS Witnessed
ROSC	0	0.00%	of Asystole
D/C CPC = 1 or 2	0	0.00%	of EMS Witnessed
PEA	2	18.18%	of EMS Witnessed
ROSC	0	0.00%	of PEA
D/C CPC = 1 or 2	0	0.00%	of EMS Witnessed
Other	0	0.00%	of EMS Witnessed
ROSC	0	0.00%	of Other
D/C CPC = 1 or 2	0	0.00%	of EMS Witnessed

Bystander CPR	5
ROSC	3
Total	60.00%
D/C CPC = 1 or 2	0
Total	0.00%

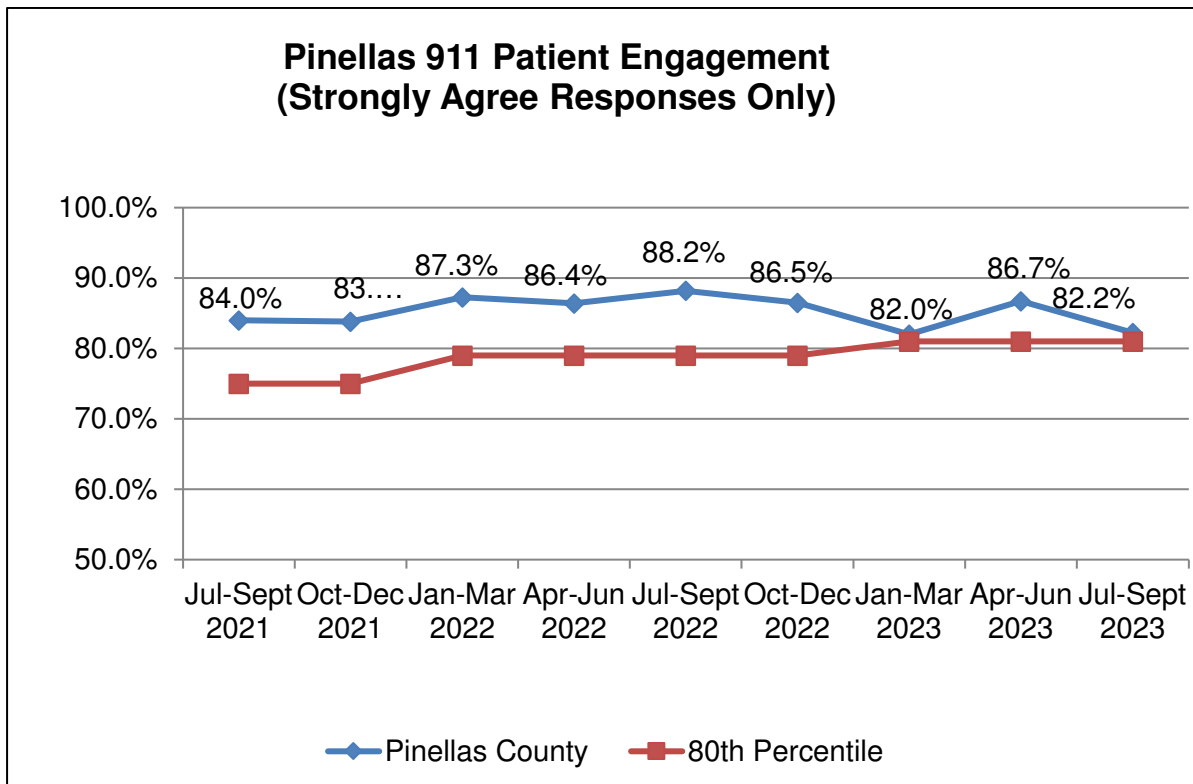
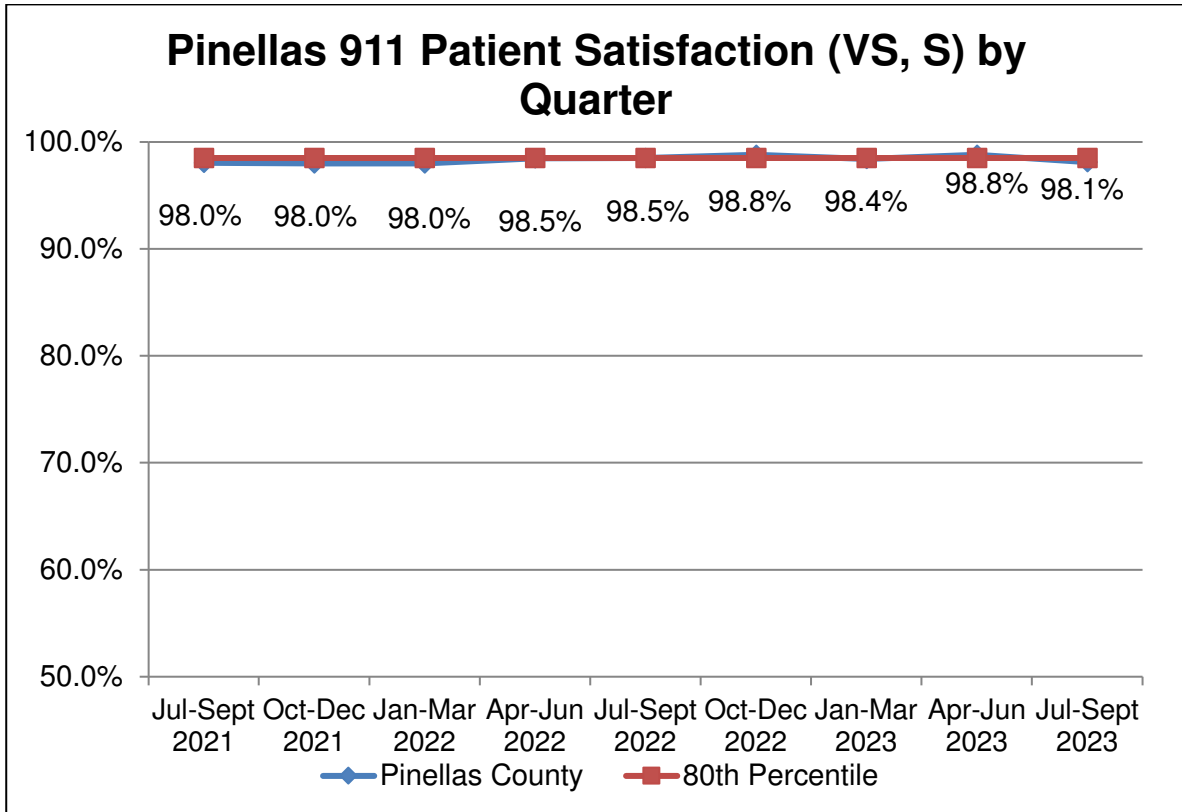
No Bystander CPR	4
ROSC	2
Total	50.00%
D/C CPC = 1 or 2	0
Total	0.00%

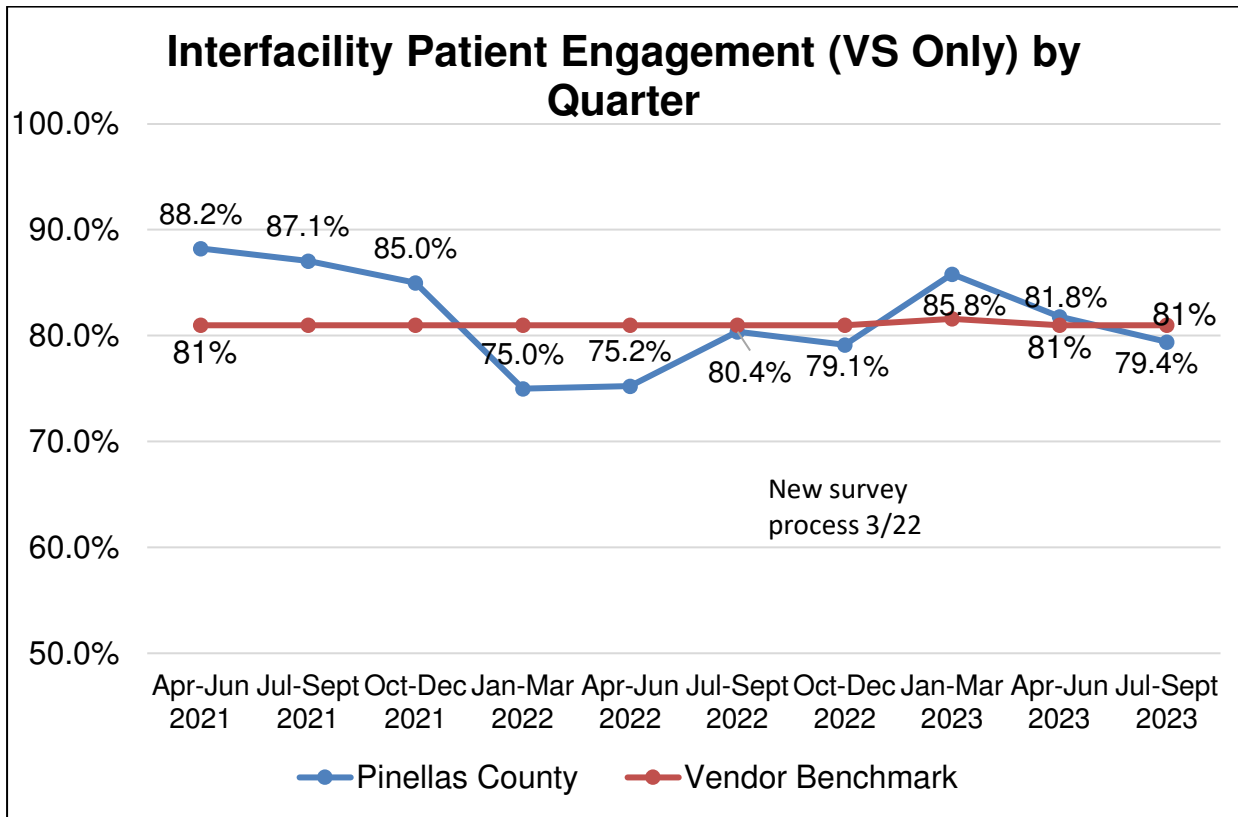
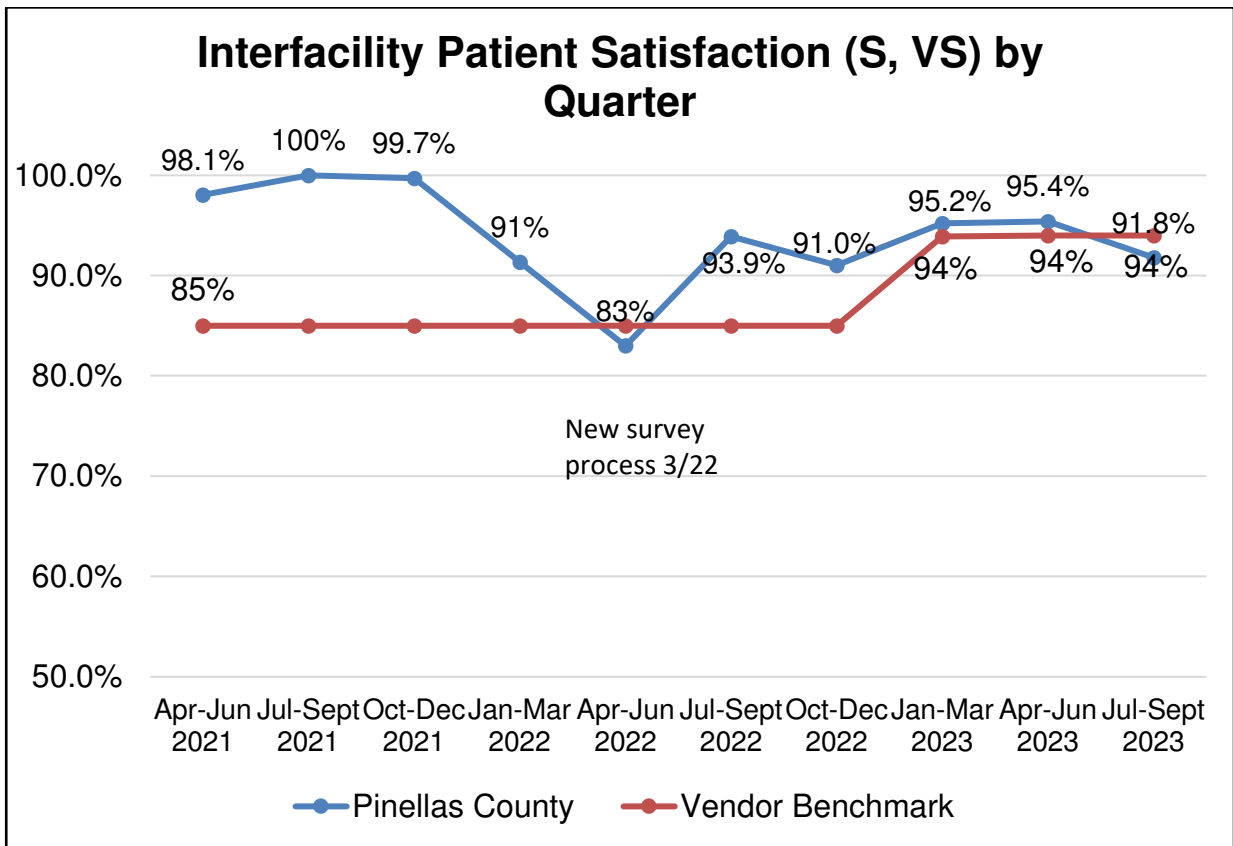
VT / VF	1	4.55%	of UnWitnessed
ROSC	0	0.00%	of VT / VF
D/C CPC = 1 or 2	0	0.00%	of UnWitnessed
Asystole	19	86.36%	of UnWitnessed
ROSC	6	31.58%	of Asystole
D/C CPC = 1 or 2	0	0.00%	of UnWitnessed
PEA	1	4.55%	of UnWitnessed
ROSC	0	0.00%	of PEA
D/C CPC = 1 or 2	0	0.00%	of UnWitnessed
Other	0	0.00%	of UnWitnessed
ROSC	0	0.00%	of Other
D/C CPC = 1 or 2	0	0.00%	of UnWitnessed

Bystander CPR			
VT / VF	2	22.22%	of Bystander Witnessed
ROSC	1	50.00%	of VT / VF w/ bCPR
D/C CPC = 1 or 2	0	0.00%	of Bystander Witnessed
Asystole	0	0.00%	of Bystander Witnessed
ROSC	0	0.00%	of Asystole w/ bCPR
D/C CPC = 1 or 2	0	0.00%	of Bystander Witnessed
PEA	3	33.33%	of Bystander Witnessed
ROSC	2	66.67%	of PEA w/ bCPR
D/C CPC = 1 or 2	0	0.00%	of Bystander Witnessed
Other	0	0.00%	of Bystander Witnessed
ROSC	0	0.00%	of Other w/ bCPR
D/C CPC = 1 or 2	0	0.00%	of Bystander Witnessed

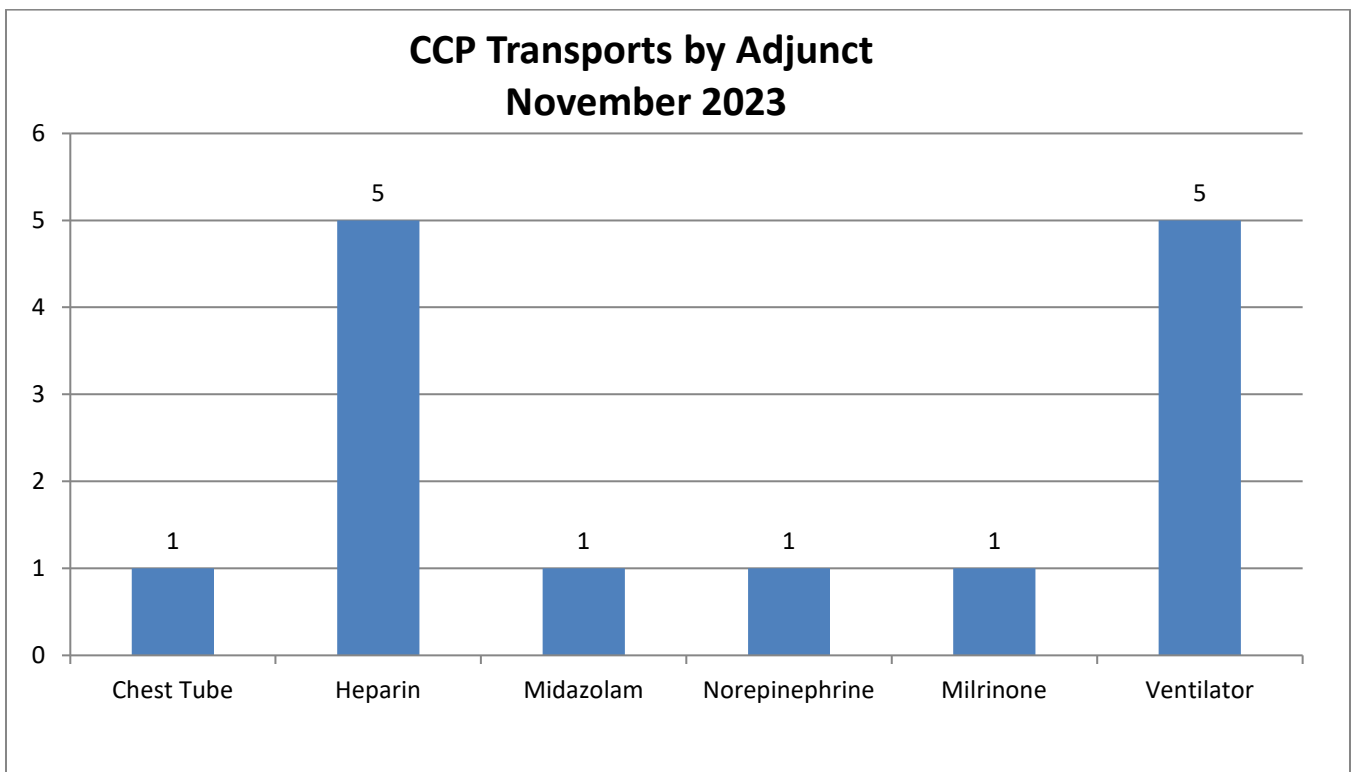
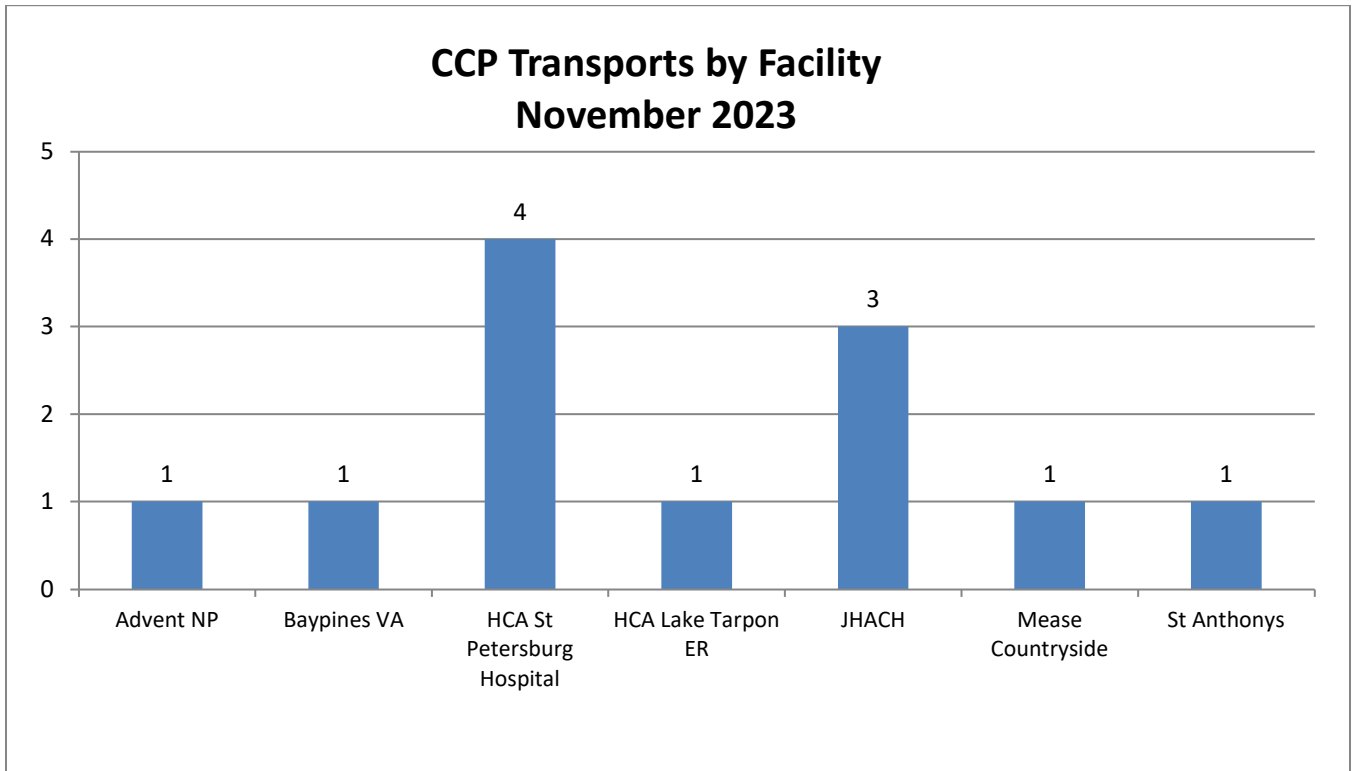
No Bystander CPR			
VT / VF	1	11.11%	of Bystander Witnessed
ROSC	1	100.00%	of VT / VF w/o CPR
D/C CPC = 1 or 2	0	0.00%	of Bystander Witnessed
Asystole	1	11.11%	of Bystander Witnessed
ROSC	1	100.00%	of Asystole w/o CPR
D/C CPC = 1 or 2	0	0.00%	of Bystander Witnessed
PEA	2	22.22%	of Bystander Witnessed
ROSC	0	0.00%	of PEA w/o CPR
D/C CPC = 1 or 2	0	0.00%	of Bystander Witnessed
Other	0	0.00%	of Bystander Witnessed
ROSC	0	0.00%	of Other w/o CPR
D/C CPC = 1 or 2	0	0.00%	of Bystander Witnessed

# Patient Experience

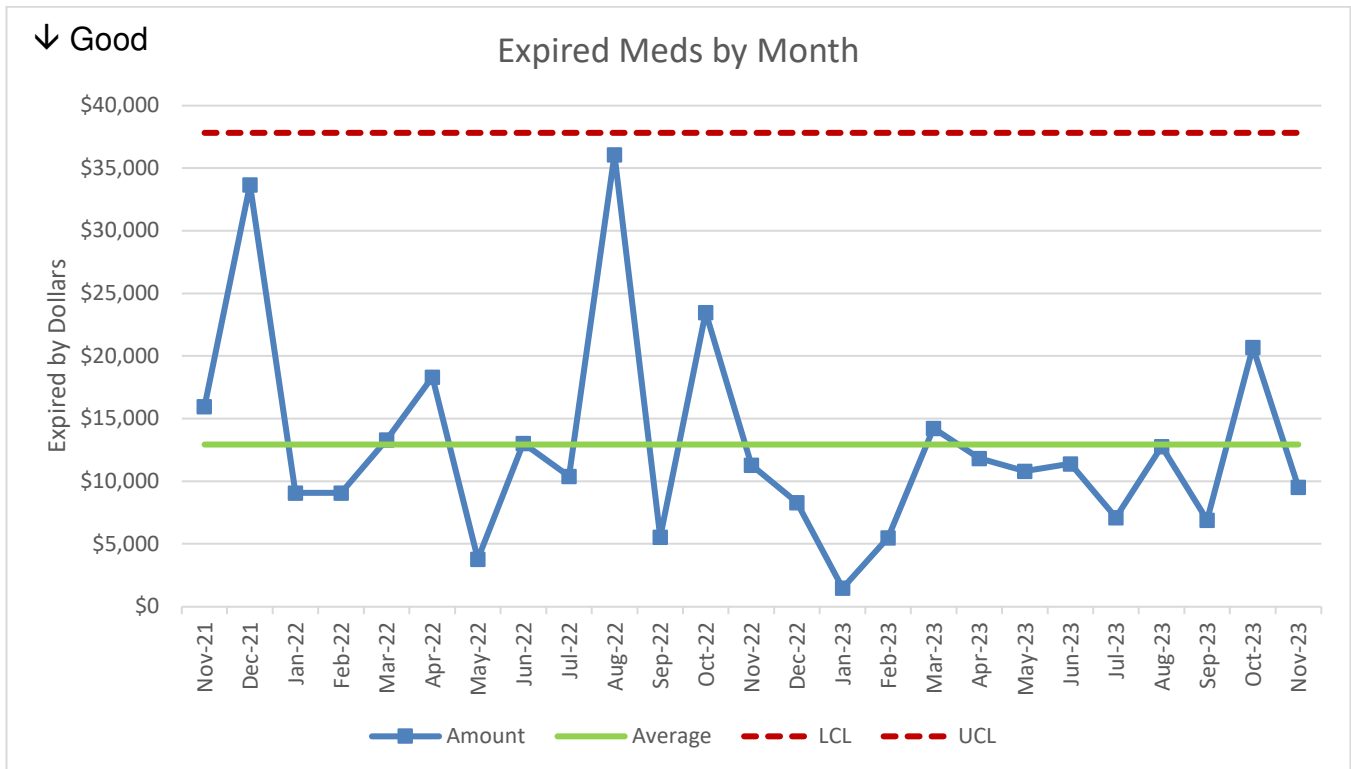
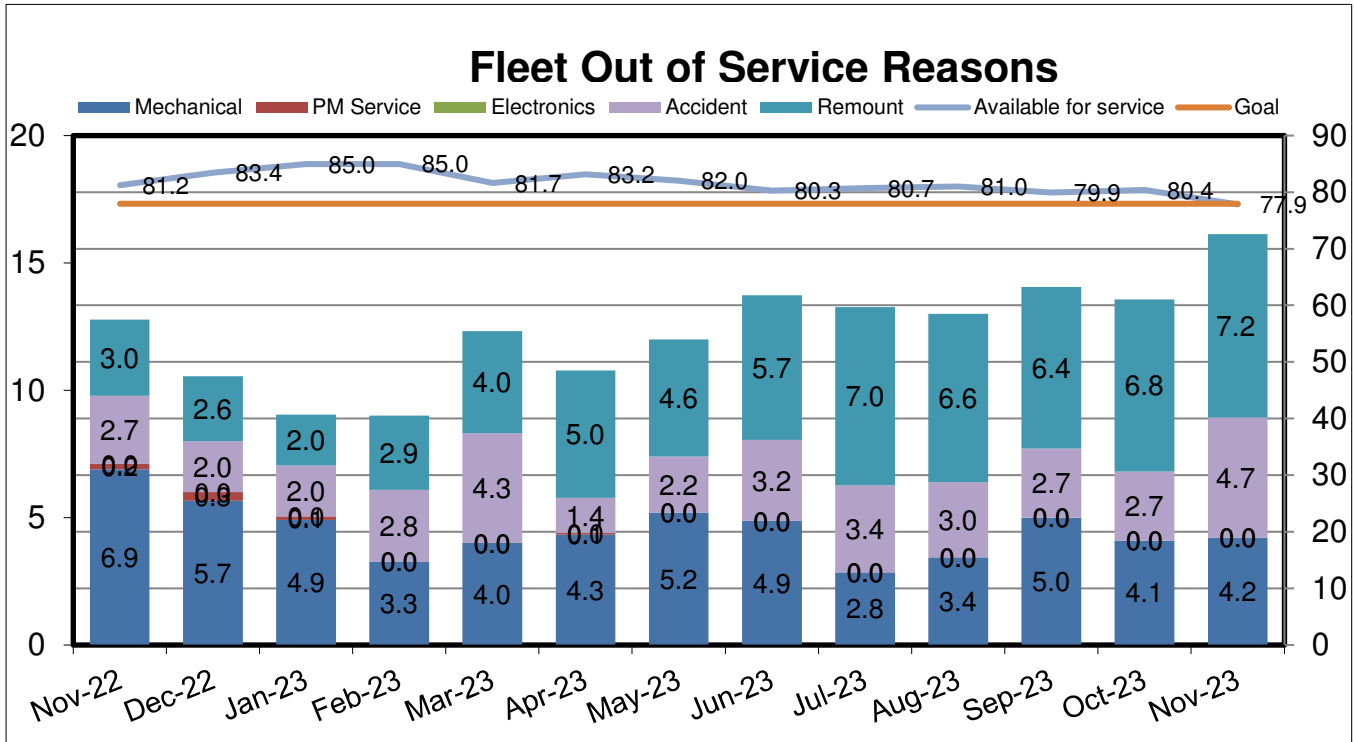




# CRITICAL CARE PARAMEDIC

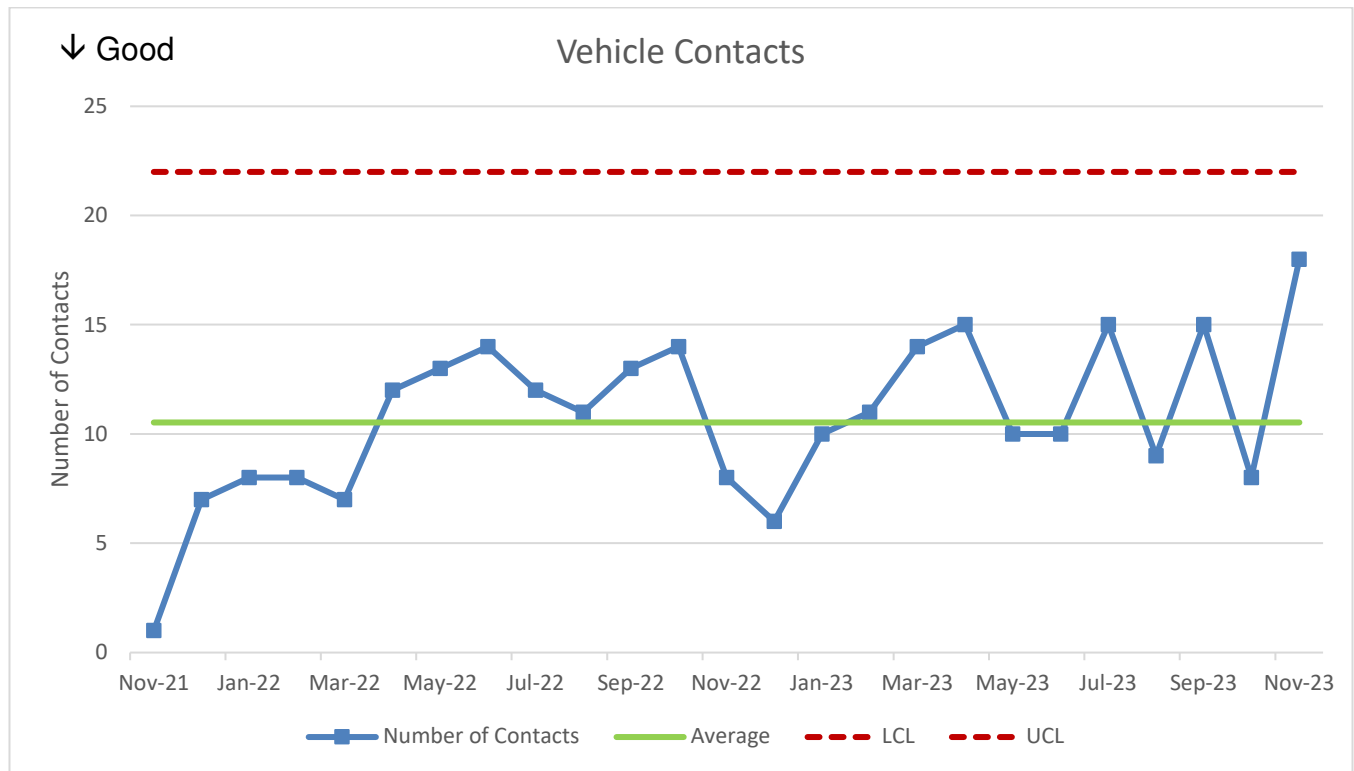
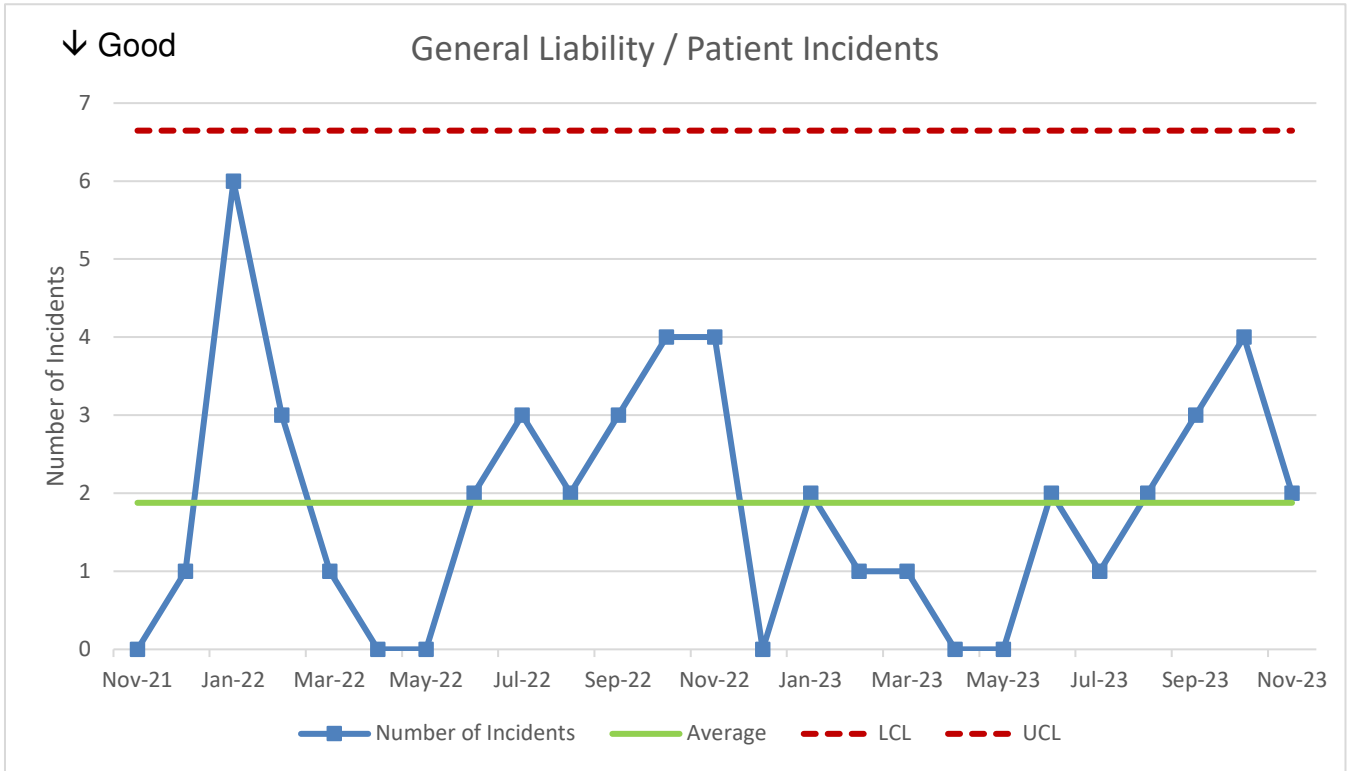


# FLEET / MATERIALS

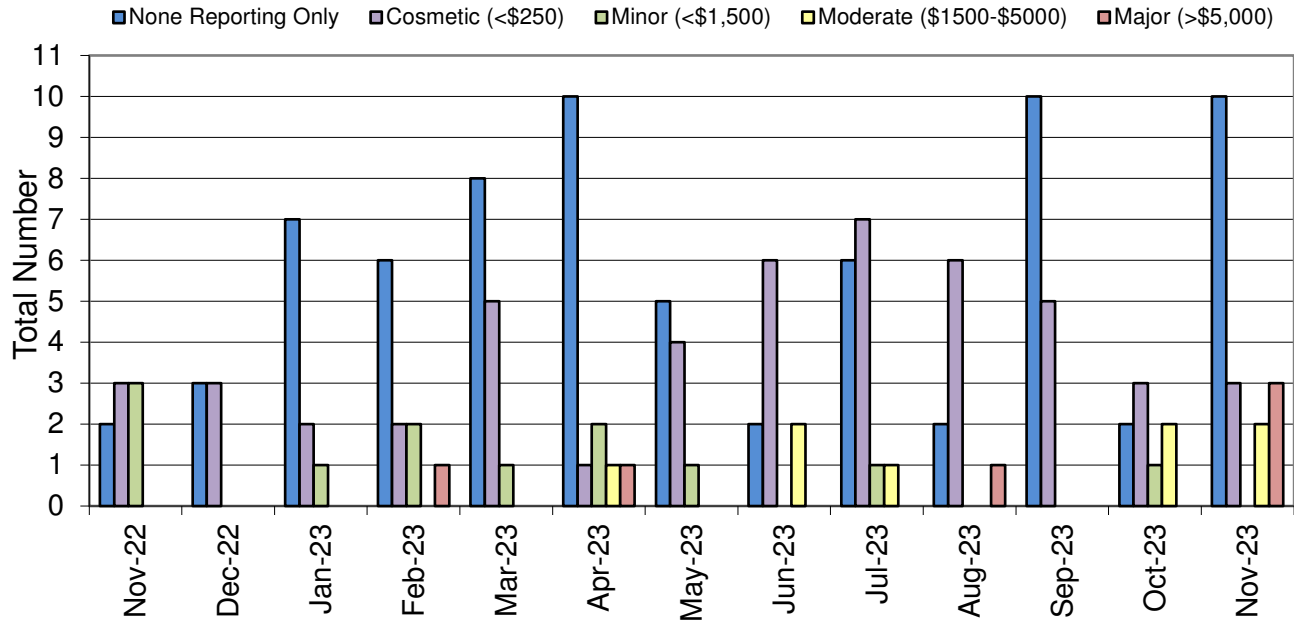


11 NitroMist (\$2,400), 8 Nithiodote (\$1,360), 6 Glucagen (\$685), 68 Calcium (\$683),  
76 Magnesium (\$629)

# SAFETY AND RISK

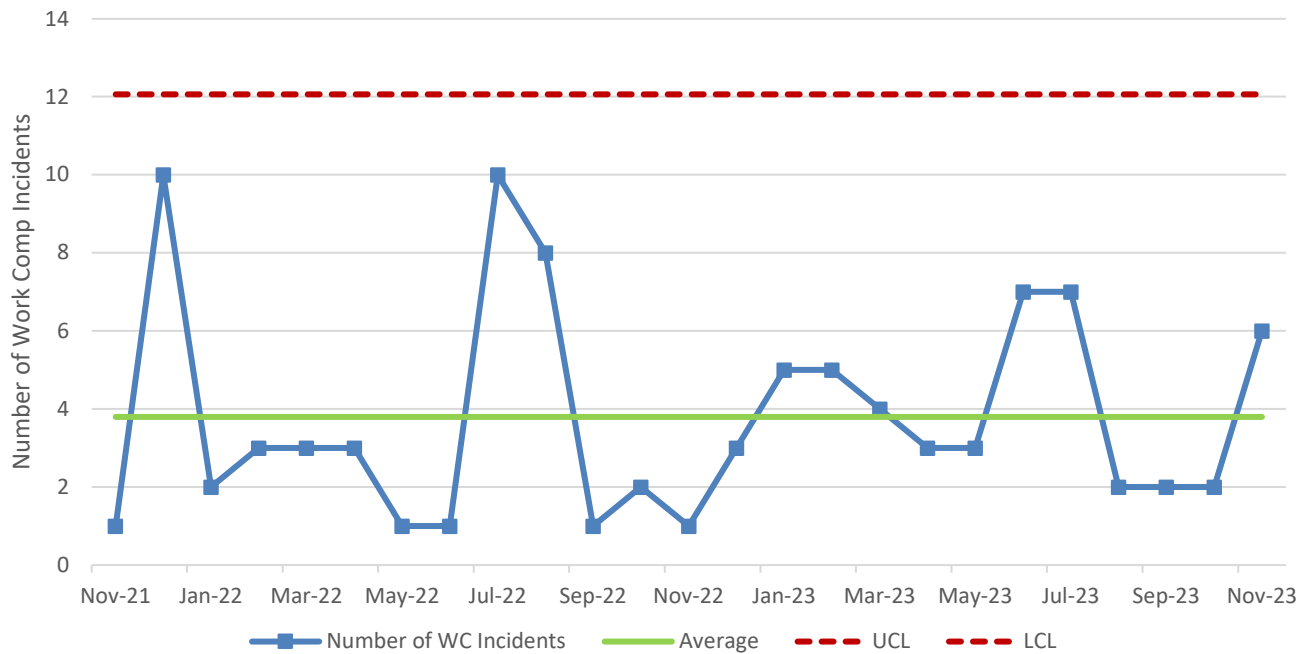


## Vehicle Contact Severity Nov 2022 - Nov 2023



↓ Good

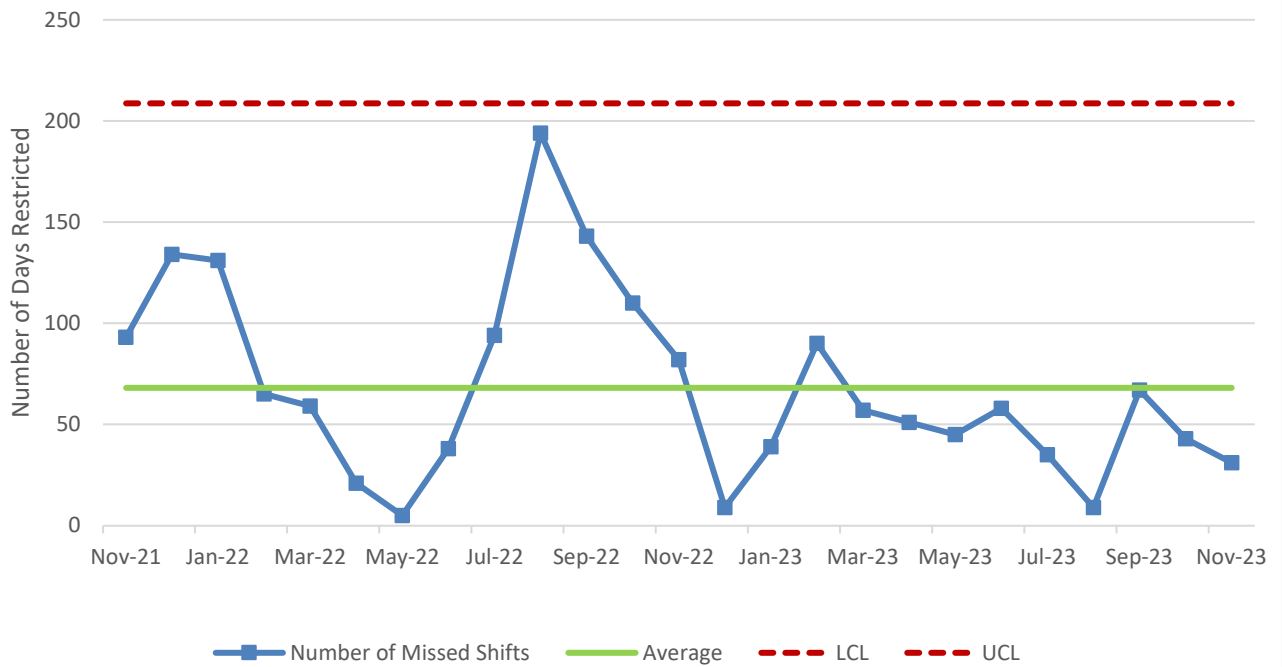
## Total Workers Comp Incidents





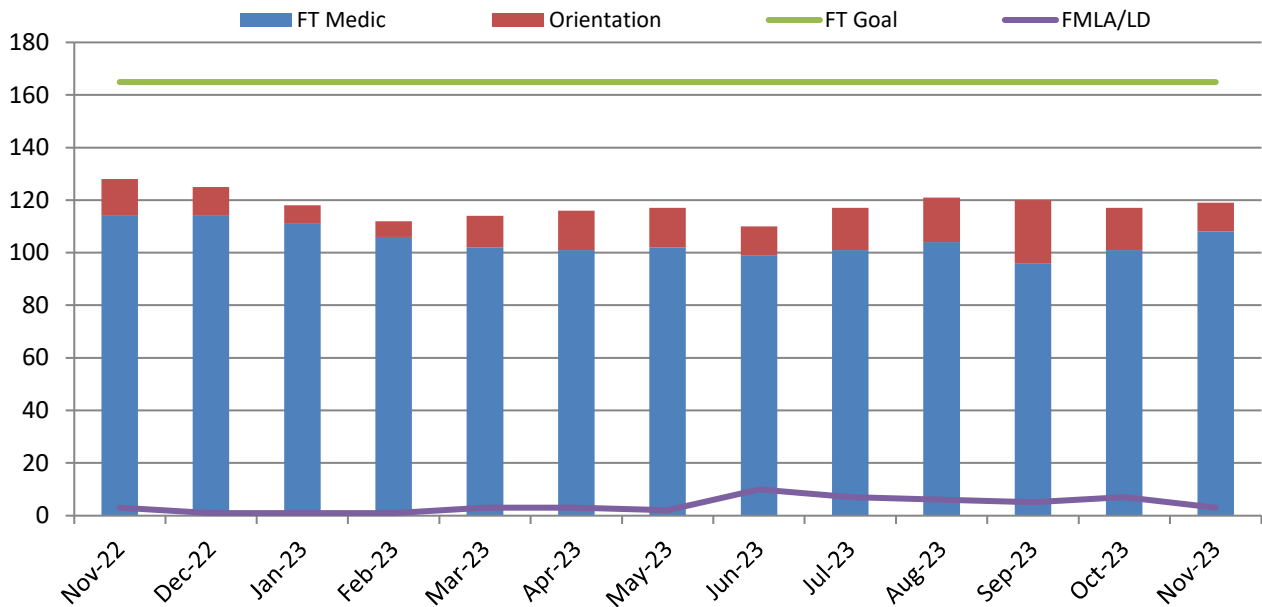
↓ Good

### Workers Comp Days Restricted

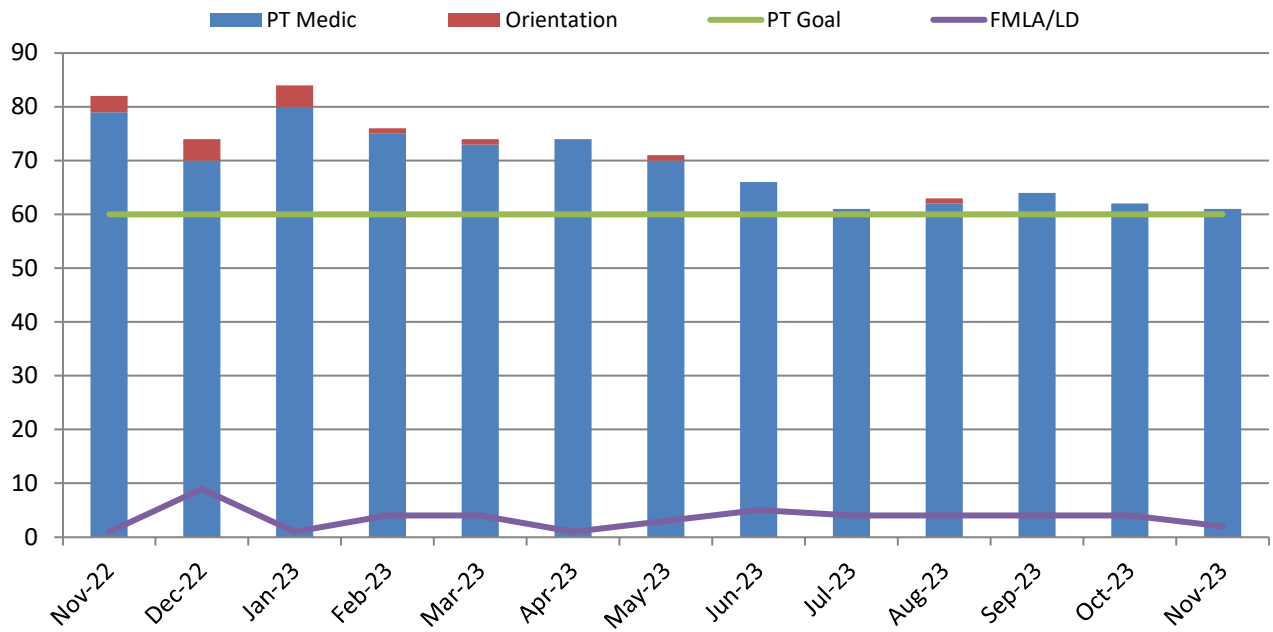


## EMPLOYEE FULL TIME EQUIVALENT HEADCOUNT

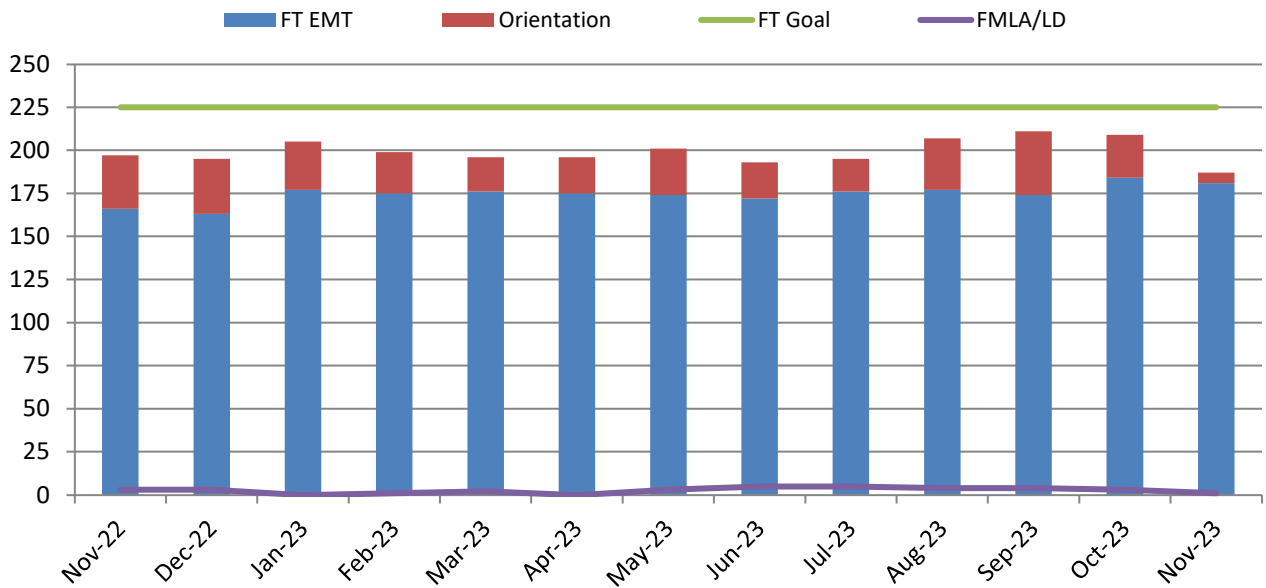
### FT Paramedic Headcount

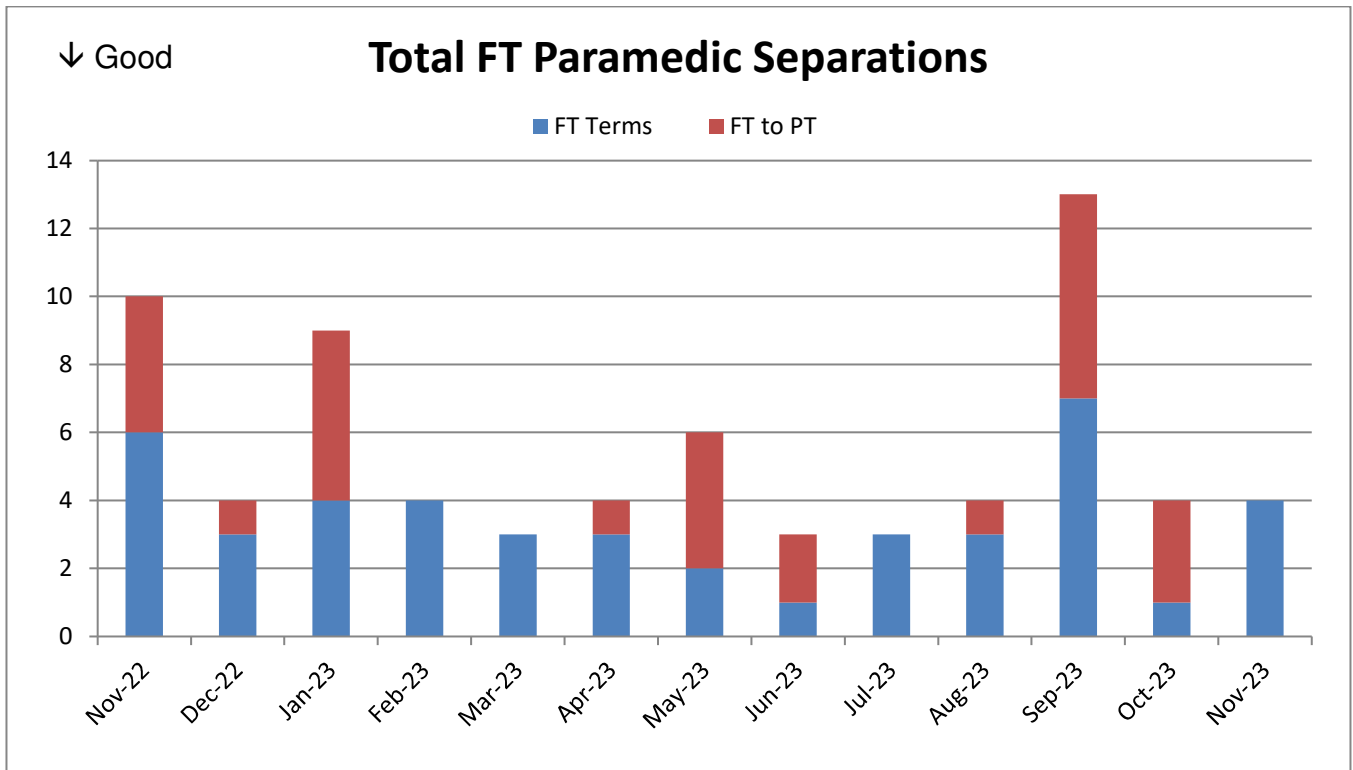
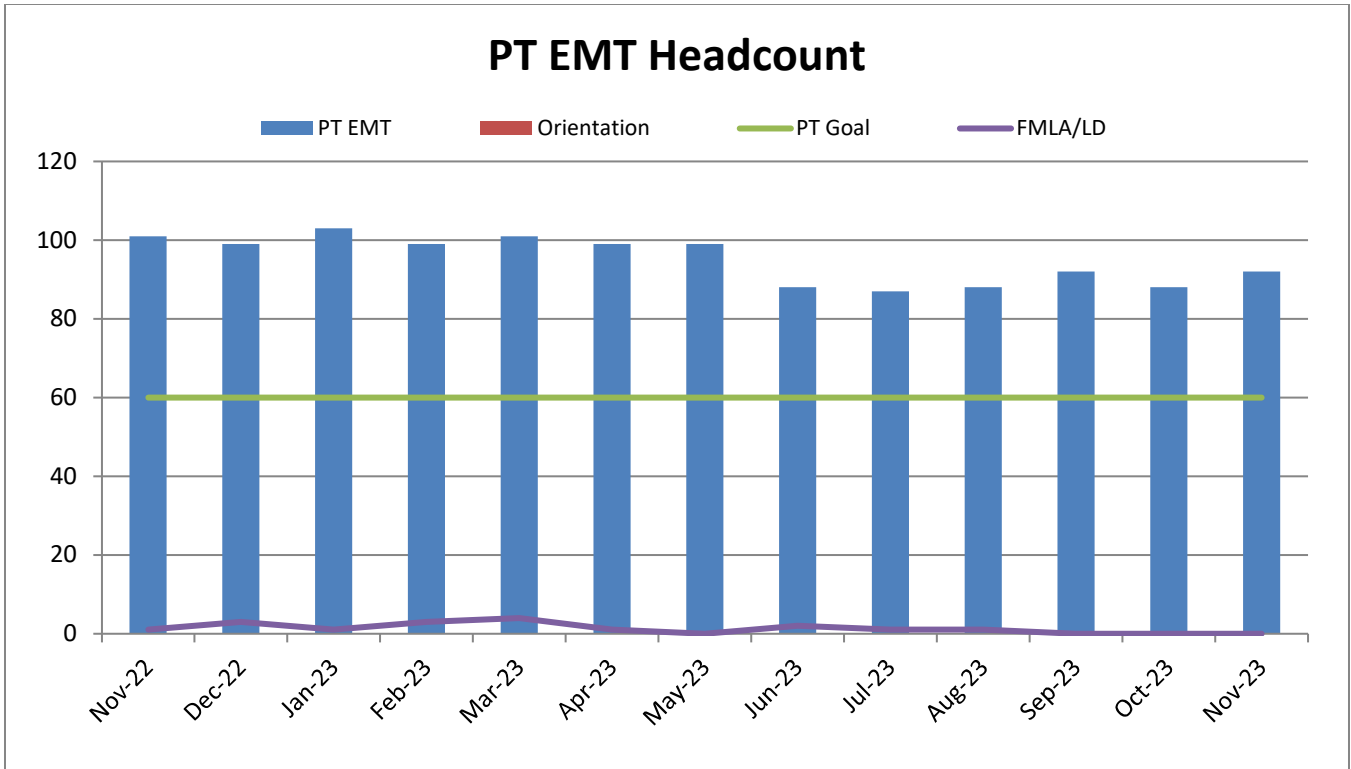


## PT Paramedic Headcount



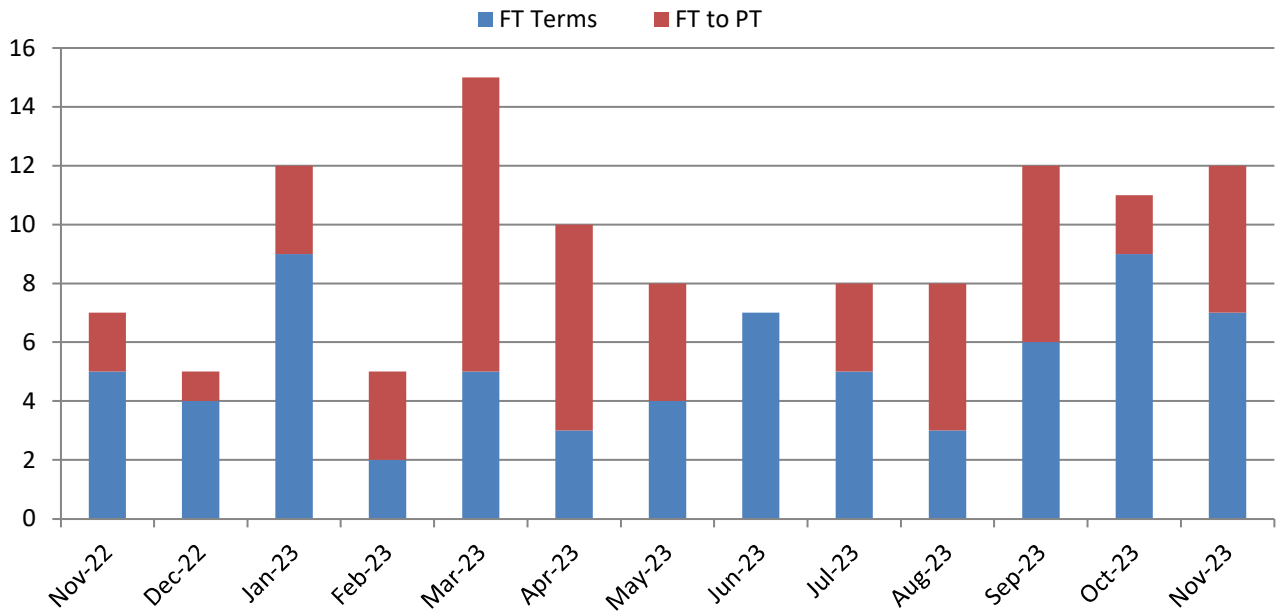
## FT EMT Headcount





↓ Good

## Total FT EMT Separations



## Appendix R – Subcontractor List

Absent a direct agreement with any of the listed companies below, and pursuant to provision 1001.2 (“Subcontracting”) of the Agreement, the County authorizes Contractor to utilize the following subcontractors for the purpose of purchasing controlled substances, pharmaceuticals and prescription required equipment and supplies, in accordance with Section 708.2:

Aquabiliti  
Baxter Healthcare Corp  
Biowaste Medical Waste Management  
Bound Tree Medical  
Core Scientific Global LLC  
Crumpton Welding Supply  
Emergent Biosolutions  
Ferno  
Fresenius Kabi Infusion  
Fresenius Kabi Pharma  
Henry Schein  
Laerdal  
Master Medical Equipment  
McKesson Medical-Surgical  
McKesson Pharmaceutical  
Medline  
Mercury Medical  
Mortan Inc  
Nissha Medical Technologies  
North American Rescue (NAR)  
Pediatric Emergency Standards  
QuadMed  
Renew Biomedical  
Smart Practice - The Dental Box  
Stryker Medical  
Tacy Medical Inc.  
Teleflex  
Tri-Tech Forensics  
Typenex Medical, LLC

Contractor hereby assigns its interests and rights in payment for any purchase made under this Agreement to the above-listed subcontractor who has provided goods under the Agreement and submitted a valid invoice compliant with this Agreement, or who is specifically named by Contractor in a Contractor-issued invoice. The County and/or Authority has the right to make payments to any subcontractors listed above, as appropriate in order to comply with Section 708.2, 1001.2, and other provisions in this Agreement. Contractor shall seek the lowest price for supplies ordered on behalf of the Authority.

Contractor will issue invoices to include language substantially similar to the following:  
“Contractor hereby assigns the payment of this invoice to VENDOR.” (Where “VENDOR” is one of the above-listed subcontractors.)

The County/Authority can require modification of this invoice assignment language upon notice in writing to Contractor. Upon receiving this notice, Contractor must implement the change in language before the issuance of the next invoice.

Subcontractors may be added, subtracted, and/or modified throughout the term of this Agreement with the written approval of the Executive Director or their Designee. In the event that no subcontractor listed above can fulfill an order, Contractor must get permission in writing to change vendors by the Executive Director or their Designee.

In accordance with Section 408.18, the EMS Medical Director has provided power of attorney for the Contractor's authorized staff to handle controlled substances and prescription required equipment, pharmaceuticals, and supplies on the EMS Medical Director's behalf in accordance with State Law and United States Code.