

AMBULANCE SERVICE AGREEMENT

October 1, 2015

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

AMBULANCE SERVICE AGREEMENT

AGREEMENT made this 19th day of May, 2015, between PARAMEDIC PLUS, L.L.C., a foreign limited liability corporation registered to do business in Florida and with its principal place of business at 1000 South Beckham Avenue, Tyler, Texas 75701 ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a dependent special district established by Chapter 80-585, Laws of Florida, as amended ("Authority").

RECITALS

1. On December 8, 2014, the Authority released its Request for Proposals ("RFP") 134-0452-P for the exclusive provision of 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 exclusive Advanced Life Support level 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	Irrevocable Letter of Credit
Appendix D	Insurance Requirements
Appendix E	Quality Management Principles
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/Supplies Not Provided & On Scene Equipment Exchange
Appendix O	Uniform Dress Code & Professional Conduct
Appendix P	Business Associate Agreement
Appendix Q	Just Culture Framework

This Agreement, together with the foregoing Appendices, constitutes the entire Ambulance Service Agreement between the Parties with respect to the exclusive provision of Ambulance Services, shall supersede any prior proposal, agreement, contract or memorandum of understanding between the Parties regarding such services and the Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties. With the exception of the Business Associate Agreement, which shall govern over all other documents, in the event of a conflict between or among this Agreement and any of the Appendices, this Agreement shall govern over the provisions of the Appendix or Appendices; or, in the event of a conflict between or among Appendices, the Appendix listed first above shall govern over those below it.

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.

“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 through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to 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 Advanced Life Support services 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 offered by the Authority, and provided by the Contractor, pursuant to this Agreement. For the purposes of ambulance vehicles, ALS is the minimum level of capability.

“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, including all related support and ancillary services required hereunder, but excluding Additional Services.

“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 through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

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

“CAD” means computer aided dispatch computer hardware and software. Such software shall include the current version of Zoll RescueNET Dispatch/Billing and Electronic Patient Care Reporting System; Pinellas County’s CORE 9-1-1 Computer Aided Dispatch System; and Priority Dispatch Corporation’s ProQA Paramount System or any mutually agreed upon systems, products or versions.

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

“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 continuing medical education program provided for County Certified Personnel to maintain County Certification.

“Contractor” means Paramedics Plus, L.L.C.

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

“Controlled Substances Coordinator” means the full-time person responsible for managing the centralized controlled substances pharmacy and tracking systems. Such person shall meet all requirements contained in the Rules and 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.

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

“Critical Care Transport Unit” means the designated enhanced ALS Ambulance described in Section 401 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 nonCritical Care ALS Ambulance.

“Dedicated Standby” means the posting of an Ambulance at a special event location, such Ambulance 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, equipment and supply trailers, tow vehicles, transport capable all-terrain vehicles, or any emergency vehicles 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 period of 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.

“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.

“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 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, technical rescue, and hazardous materials mitigation, by ALS and BLS 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 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, in order 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.

“Irrevocable Letter of Credit” means the financial instrument in the amount of Two Million and 00/100 (\$2,000,000.00) Dollars, issued by a Qualified Financial Institution, to the Authority, a copy of which is attached hereto as **Appendix C**.

“Just Culture” means the framework 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. Such framework is attached hereto as **Appendix Q**.

“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 a specially trained EMD 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, and maintain Hospital bypass and closure status. This function must be staffed continuously, however, the 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.

“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 of, or is at risk of needing, 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.

“Performance Requirements” means the requirements of this Agreement intended to ensure that (1) when a Request comes into the EMS Communications Center, an 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 Technicians, Emergency Medical Dispatchers, fleet mechanics, materials management assistants, managers, Paramedics, MHT Drivers, Registered Nurses, supervisors, and Senior Management employed by Contractor.

“Pre-Arrival Instructions” means the Caller interrogation and instructions, as set forth in the National Academies of Emergency Dispatch’s Medical Priority Dispatch Protocol version 12, 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 Critical Care Transport Unit” means the heavy-duty chassis ALS Ambulance, 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 sixteen (16) Ambulances scheduled, fully staffed, and on the road at all times.

“Qualified Financial Institution” means any depository institution incorporated under the laws of the United States or any state thereof (or domestic branches of any foreign bank) meeting the following criteria: (a) such depository institution is subject to supervision and regular examination by federal or State banking or depository institution authorities; (b) such depository institution has a combined capital and surplus not less than one hundred million dollars (\$100,000,000.00) and (c) the commercial paper or other short-term debt obligations of such depository institution (or, in the case of a depository institution which is the principal subsidiary of a holding company, the commercial paper or other short-term debt or deposit obligation of such holding company or depository institution, as the case may be) has a short-term rating of at least "P-1" by Moody's Investors Service ("Moody' s") and a short-term rating of at least "A-1" by Standard & Poor's, a division of the McGraw-Hill Companies, Inc., or any successor in interest ("S&P"), or a long-term rating by S&P of at least "AA."

“Quality Management Principles” means the criteria and guidelines for organizational performance excellence published by the Florida Sterling Council, a copy of which is attached hereto as **Appendix E**, as the same 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” means the Public Safety Answering Point 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, the actual time elapsed from the moment Contractor’s dispatcher has obtained the callback number, nature of request, and location of Caller from the 9-1-1 Center or Caller to the moment Contractor’s first transport capable Ambulance arrives at the scene; in the case of NonEmergency 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 Critical Care Transport Unit is engaged in transport services or is 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 maintenance. The Reserve Mental Health Transport Unit must be an unmarked multi-passenger van with, as a minimum, two personnel and all of 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, Tactical EMS Unit or an EMS Supervisor Unit as a Reserve Mental Health Transport Unit.

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

“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 Critical Care Transport Unit, eleven (11) years; with respect to the Mental Health Transport Unit, Medical Supply Units, Tactical EMS Unit, 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.

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

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

“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 Rate” means per Transport compensation amount set forth in **Appendix A**.

“Stop-Loss Payment Amount” means the amount arrived at each month by multiplying the Stop-Loss Payment Rate by the number of Base Services Transports in excess of the Base Services Transport Volume.

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

“Tactical Emergency Medical Services” or **“Tactical EMS”** means the specially trained personnel, vehicle, equipment, and management of a unique ALS Emergency Medical Services designed to assist federal, state, and local law enforcement agencies, and the Sheriff's Department Special Weapons and Tactics (SWAT) personnel in the course of their duties.

“Tactical EMS 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 Tactical EMS. Such vehicle shall be designed, maintained, equipped, and used for Tactical EMS or in Disaster situations. Contractor shall utilize an Ambulance when the primary Tactical EMS Unit is unavailable due to preventive maintenance or mechanical problems.

“Transport” means all intra-County Emergency and Non-Emergency transportation in 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 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, Critical Care Transport Units, EMS Supervisor Units, Fleet Maintenance Unit, Medical Supply Unit, Mental Health Transport Units, and Tactical EMS Unit 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.

“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.

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

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

- (a) **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.
- (b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by 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.

(c) **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 in the event that equitable remedies are involved.

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

(e) **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:

(a) **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.

(b) **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.

- (c) **Enforceability**. This Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.
- (d) **No Litigation**. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.
- (e) **Financial Capability**. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. **VEHICLES**

- (a) **Obligation to Provide Vehicles**. Contractor shall provide the Authority approved equipment and Vehicles meeting the specifications set forth in **Appendices H and I** attached hereto. Contractor shall maintain, throughout the term of this Agreement, Production Standards and a minimum ALS fleet size not less than one hundred thirty percent (130%) of maximum scheduled peak load unit coverage, but in no event, less than seventy-four (74) Ambulances not including the Critical Care Transport Unit(s), Mental Health Transport Units(s), EMS Supervisor Units, Fleet Maintenance Unit, Medical Supply Units or the Tactical EMS Unit.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for maintenance and repair of all medical and support 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.**

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.

(c) **Staffing of Vehicles.**

- i. **Ambulances.** All Ambulances shall have the following minimum staffing: one (1) Paramedic and one (1) EMT.
- ii. **Critical Care Transport Units.** A Critical Care Transport Unit 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 who shall be in charge of vehicle operation. 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 and make available Reserve Critical Care Transport Units on an as needed basis to meet demand.

-
- iii. 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.
- iv. EMS Supervisor Units. An EMS Supervisor Unit shall have the following minimum staffing: one (1) EMT or Paramedic supervisor. Contractor shall phase-out the utilization of EMT supervisors when incumbent staff vacate their position. Contractor shall staff and operate a minimum of three (3) EMS Supervisor Units 24 hours per day, 7 days per week.
- v. Medical Supply Unit. Contractor shall staff and operate at least one (1) Medical Supply Unit during business hours, 7 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.
- vi. 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 Ambulances, Critical Care Transport Units, EMS Supervisor Units, Medical Supply Units, Mental Health Transport Units and the Tactical EMS Unit.

vii. 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.

- (d) On-Board Equipment and Supplies. All Ambulances and Critical Care Transport Units of Contractor shall at all times carry equipment, supplies, and medications sufficient to meet or exceed State and County requirements for ALS Ambulances, without exemptions for omitted equipment, plus additional items currently required, as listed in **Appendix I** attached hereto.
- (e) Critical Care Transport Units. Critical Care Transport Units shall be equipped at all times with the equipment, supplies, and medications as listed in **Appendix I** attached hereto.
- (f) Mental Health Transport Units. Mental Health Transport Units shall be equipped at all times with the equipment and supplies as listed in **Appendix I** attached hereto.

SECTION 402. COMMUNICATIONS AND CONTROL CENTER OPERATIONS

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 installing, maintaining and operating its own Automated Aids for managing and positioning of Ambulances and related purposes.

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.

Any Automated Aids shall be installed, managed and operated within the EMS portion of the Regional 9-1-1 Center or the centralized EMS complex and shall not be linked to outside networks or systems unless specifically authorized by the Executive Director in writing.

Contractor shall be responsible for modifying its Automated Aids to meet the interface requirements described on **Appendix K** attached hereto. All interface requirements must be tested and functioning properly before any new system or system upgrade becomes operational.

Contractor understands the Authority's intent is to transition Ambulance dispatch from Zoll RescueNET to the County's CORE CAD. Such transition shall be at no additional cost to the Authority for the Contractor to interface their Automated Aids. The County will assist the Contractor in interface development.

Contractor shall purchase and maintain Zoll RescueNET Professional licenses for nondispatch and administrative use including pre-billing patient business services.

(b) **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 9-1-1 CAD screen to the fire dispatcher and the ambulance dispatcher located at the EMS Communications section. Contractor's Personnel shall validate the accuracy of the address given to ensure 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 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**.

(c) **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 an Ambulance or any combination thereof. Contractor shall cooperate with the Authority in developing fully integrated Priority Dispatch Protocols for the EMS System.

(d) **Pre-Arrival Instructions.** Contractor shall implement and comply with the PreArrival Instructions for all Non-Emergency Requests.

(e) **Data Exchange Specifications.** Contractor shall transfer data, using the data exchange specifications listed on **Appendix K** to the Authority's software systems including, but not limited to, CAD system(s), electronic patient care reporting system and the billing software system. **Appendix K** may be amended with the written approval of the Executive Director.

(f) Integrated Data System. Contractor shall assist the Authority in maintaining a fully integrated data collection and reporting system for gathering and entering into Authority's automated medical record-keeping system all relevant data regarding the activities of every component of the EMS System involved in any Response to a Request.

The Parties understand that the database of the Authority's automated medical recordkeeping system shall be fully comprehensive, including complete and integrated information on all system activities beginning when the emergency request or nonemergency 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 automated medical record-keeping system shall also contain complete billing information necessary to complete a Patient Care Report. In addition to assisting with the design and evolution of the Authority's comprehensive information system, Contractor shall, without additional compensation:

- i. 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, as approved and periodically revised by the Authority;
- ii. Develop and routinely produce and deliver to Authority a complete record of data from the Ambulance CAD system, organized to comply with information, coding and data format conventions as specified by the Authority; and
- iii. Convey to the Authority, within six (6) business days from the date of service, all paper and electronic patient care report forms, and the computer-generated record of dispatch information relative to each day's activities. All other required reports shall be furnished to the Authority on a daily, weekly or monthly basis, as required by the Authority.

-
- iv. Contractor shall utilize the ZOLL Tablet electronic patient care reporting system. Contractor shall, at its expense, maintain all necessary tablet computers and accessories, software, networking equipment and services. Contractor shall purchase, own, maintain and implement new Panasonic Toughbook CF-19 ruggedized pen based tablet computers (or approved successor model) during the 2016-2017 Fiscal Year. Any future upgrades to its patient care reporting system shall be with the written approval of the Authority's Executive Director to ensure continuation of a technically advanced, efficient, and complete medical and billing information system.
- v. Contractor shall provide planning and implementation assistance to the Authority and Medical Director in establishing a "health information exchange" with Hospitals to automate the transfer of data between the EMS System and Hospitals.
- vi. Contractor shall implement the Authority's automated Patient Care Report clinical auditing system utilizing FirstWatch FirstPass or a successor software system provided by the Authority.

(g) Mobile Communications Equipment. Contractor shall be responsible for coordinating the installation of all mobile communications 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. **(h) 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.

SECTION 403. VEHICLES AND EQUIPMENT

Contractor shall, at its own cost and expense, furnish all Authority-approved Vehicles and equipment necessary and essential to the performance of this Agreement.

SECTION 404. ON-SCENE EQUIPMENT EXCHANGE PROGRAM

When a First Responder in the course of preparing a Patient for Transport employs equipment listed in **Appendix N**, as the same may be 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. If such equipment is not available, First Responder may request delivery of such equipment by an EMS Supervisor Unit or Medical Supply Unit through the EMS Communications Center. The Authority shall furnish replacement items of equipment, listed in **Appendix N**, when replacement is necessary due to normal wear and tear. Contractor shall be responsible for repair or replacement of equipment furnished by the Authority and damaged or lost by accidental loss, theft, abuse or neglect of Contractor's employees or agents. Contractor shall be responsible for designing, implementing, and operating an inventory control record-keeping system capable of accurately tracking the quantities of equipment items included in the on-scene equipment exchange program, as well as disposable supplies and equipment. Replacement of items lost from First Responder inventories shall not be Contractor's responsibility.

SECTION 405. RESPONSE TIME

- (a) **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(b), 405(c), 405(d) and Section 704 hereof shall be measured and reported to the nearest 100th of 1 percent (.01%) and be determined on both a daily and a calendar month basis.

(b) Emergency Requests and Downgraded Emergency Requests.

- i. 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. 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 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.
- ii. Countywide Response Time to Emergency Requests and Downgraded Emergency Requests combined shall be ten (10) minutes and zero (0) seconds or less, for Emergency Requests, and twenty (20) minutes and zero (0) seconds or less, for Downgraded Emergency Requests, ninety-one (91.00%) percent of the time or greater, except as otherwise provided herein.
- iii. Response Time to Emergency Requests and Downgraded Emergency Requests within each EMS District combined shall be within twelve (12) minutes and zero (0) seconds or less, for Emergency Requests, and twenty (20) minutes and zero (0) seconds or less, for Downgraded Emergency Requests, ninety (90.00%) 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.

-
- (c) **Non-Emergency Requests.** Response Time to not less than ninety-three (93.00%) percent of scheduled 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 negotiate a mutually agreed scheduled pick up time either when a scheduled Non-Emergency Request is received or renegotiated once with a call back.
- (d) **Cancelled Transports.** Where Contractor's Ambulance is cancelled en route due to Transport by a First Responder, Contractor's response time shall be calculated either to the moment of cancellation or to the moment Contractor's Ambulance arrives on scene. When such response time is greater than ten (10) minutes and zero (0) seconds for an Emergency Request or twenty (20) minutes and zero (0) seconds for a Downgraded Emergency Request, and Medical Direction has approved such Transport by a First Responder according to protocols, the Contractor shall be subject to liquidated damages, set forth in Section 704 hereof.
- (e) **Critical Care Transports.** Response Time for the Primary 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 Critical Care Transport Unit is not already assigned to a call.
- (f) **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.

(g) 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:

- i. Non-Transports except those described in Section 405(d) and Dedicated Standbys;
- ii. Responses which occur during periods of Uncontrollable Circumstances; provided that Contractor shall make efforts to mitigate the 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;
- iii. 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;
- iv. Normal, non-Disaster related, out-of-County mutual aid.

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.

SECTION 406. MISCELLANEOUS EQUIPMENT

Contractor shall be responsible for furnishing the following equipment, supplies, and facilities at its own expense:

- (a) Mobile radios and their maintenance in excess of ninety three (93) units.
- (b) Portable radios and their maintenance in excess of one hundred eighty eight (188) units.
- (c) Dedicated portable radios for the Tactical EMS team, and the radios' maintenance, in excess of twelve (12) units.
- (d) 9-1-1 Pagers and maintenance in excess of two hundred (200) for on-duty Personnel.
- (e) Replacement of medical equipment and supplies, under Contractor's control, which are lost, stolen, damaged, out-of-date or unaccounted for, and those listed in **Appendix N**.
- (f) All costs for operating a sub-station or other facility, including, but not limited to, telephones, utilities and rent.
- (g) Furnishings, routine maintenance, and painting by Contractor of its sections of the facility, as defined in **Appendix M** attached hereto. 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.
- (h) All other personnel, equipment, supplies, and facilities required for the performance of this Agreement, not specifically identified in **ARTICLE V** hereof, are the responsibility of the Contractor.

SECTION 407. TRAINING AND CONTINUING MEDICAL EDUCATION

(a) **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 Rules and Regulations adopted by the Authority.

(b) **Additional 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.

(c) **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.

(d) **Responder Fitness Training.** Contractor shall establish and maintain a training program (i.e. "Fit Responder" or successor program) for all EMTs and Paramedics that teaches proper Patient lifting and movement techniques. Such fitness training program is intended to reduce clinician injuries and increase Patient safety.

(e) **National Association of EMTs (NAEMT) Training Center.** Contractor shall establish, during Fiscal Year 2015-2016, a training "course site" designated and approved by the National Association of EMTs (NAEMT). Contractor shall offer advanced medical life support (AMLS), EMS safety course, emergency pediatric care (EPC), geriatric education for EMS (GEMS), prehospital trauma life support (PHTLS), principles of ethics and personal leadership (PEPL), tactical combat casualty care (TCCC) courses on a periodic basis as needed.

(f) **American Heart Association (AHA) Training Center.** Contractor has established an American Heart Association (AHA) Training Center. Contractor shall offer pediatric advanced life support (PALS), neonatal resuscitation program (NRP), fundamentals of critical care transport, advanced cardiac life support (ACLS) and cardiopulmonary resuscitation (CPR) for the general public and healthcare workers on a periodic basis as needed.

(g) **Emergency Vehicle Operators Course (EVOC).** Contractor shall train all Paramedics and EMTs 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.

(h) **Medical Training Equipment.** Contractor shall provide and maintain adult, pediatric and airway training mannequins to support scenario based training by EMTs and Paramedics. Such equipment shall be purchased and placed into service during the 2015-2016 Fiscal Year and have a value of at least \$100,000.00.

SECTION 408. MEDICAL QUALITY CONTROL

Contractor shall fully comply with all laws, standards, rules, and regulations established by the State, the County, and the Medical Control Board, including the protocols

established in the Medical Operations Manual, and 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.

Contractor shall assist the Medical Director and Authority is participating in the American Heart Association Mission Lifeline program; the Centers for Disease Control & Prevention (Emory University) 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 (ST-Elevation Myocardial Infarction), stroke, trauma or other time sensitive life-threatening patient conditions.

Contractor may, at its own expense, retain the services of a physician to assist Contractor with its own in house quality control program, in service training, quality assurance meetings with the Medical Director and the Authority, and for other Outside Work purposes, except serving as Medical Director.

In addition to its obligation set forth in this section, Contractor shall establish and implement an internal quality assurance program in cooperation with, and with the approval of, the Medical Director. Contractor will expand and adjust its internal quality assurance program to follow the guidelines set by the Medical Control Board and the Authority.

SECTION 409. 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 Rules and Regulations and Section 401.425, Florida Statutes. Contractor shall provide full cooperation and ensure that its Personnel fully comply with Medical Case Reviews in a timely manner, when requested by the Medical Director. Contractor shall ensure that its Personnel attend Medical Case Review meetings, when requested.

SECTION 410. PERSONNEL

(a) Professional Conduct and Appearance. The Parties understand that the EMS System requires professional appearance and polite, courteous conduct at all times from Contractor's Personnel, supervisors, middle management and Senior Management. Contractor shall employ highly trained critical care Registered Nurses, Paramedics, and EMTs to operate Contractor's equipment and vehicles and to provide Patient care.

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

(c) 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.

(d) **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 410(f) hereof, nothing in this Agreement is intended to restrict employment by Contractor of off-duty fire department personnel.

(e) **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. 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.

(f) **Full-Time Workforce.** Contractor shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified Personnel. 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 on a monthly basis using the method described in **Appendix F** attached hereto.

SECTION 411. DISASTER ASSISTANCE, EMS EMERGENCY AND MUTUAL AID

(a) **Disaster Assistance.** 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.

During a State of Emergency or Disaster, 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.

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

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 all times, at Contractor's sole expense.

(b) **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 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.

During the course of an EMS Emergency, Contractor shall use best efforts to provide local emergency coverage, and shall suspend non-emergency transportation, informing persons requesting such non-emergency service of the reason for the temporary suspension.

After the EMS Emergency, Contractor may apply for Uncontrollable Circumstance exemptions to Response Time requirements on a case-by-case basis in accordance with Section 405(g) hereof.

(c) **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. In the course of 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.

SECTION 412. ADDITIONAL SERVICES

(a) **Critical Care Transport.** Contractor shall provide Interfacility Transport and occasional Emergency Transport using one Critical Transport Unit meeting the specifications set forth in **Appendix I** and complying with the staffing requirements set forth in Section 401(c) hereof. Such Critical Care Transport Unit shall be available seven (7) days a week, twenty-four (24) hours a day. Contractor shall also provide at least one (1) Reserve Critical Care Transport Unit. 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.

(b) **Dedicated Standby.** At the written request of the Executive Director or through customers making a direct request, Contractor shall provide Dedicated Standby with Ambulances. 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, and other facilities shall be designated as Dedicated Standby.

(c) **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 provide out of State transports. Reimbursement for out of state transports shall include cost for an additional paramedic at the Single Paramedic Dedicated Standby rate, as outlined in Appendix A.

(d) **Courtesy Standby at Police and Fire Incidents.** Upon request by law enforcement and fire department agencies or dispatchers operating in the County, Contractor shall, without additional compensation, furnish courtesy dedicated coverage at emergency incidents involving a potential of danger to the personnel of the requesting agency.

(e) **Tactical EMS.** Contractor shall utilize one (1) Tactical EMS Unit as approved by the Executive Director, in cooperation with the Pinellas County Sheriff, within the County, to provide dedicated, ALS Tactical EMS services within the County. In the event Transport is required, Contractor shall respond with Ambulances from within the EMS System, in accordance with countywide standards and the Response Time requirements of this Agreement.

Contractor will provide a base Tactical EMS team including but not limited to: administration and supervision of an eight (8) to twelve (12) member team; twenty-four (24) hour a day response readiness for call-outs (requests for service) using their best efforts to achieve sixty (60) minute response times with ninety (90%) percent reliability in emergency call-out situations. Contractor shall provide Tactical EMS team uniforms in accordance with **Appendix O**.

Upon approval by the Executive Director at his or her sole discretion, the Authority, subject to the availability of budgeted funds, shall pay the travel expenses (subject to the then current County policies) incurred by Contractor for training and education of team members, and for equipment in excess of one hundred (\$100.00) Dollars. Payment of such costs will be made upon presentation of supporting invoices/receipts. Tactical equipment shall include, but not be limited to, ballistic vests, ballistic helmets, gas masks, medical bags, and portable radio headsets/microphones.

Travel expenses incurred will be in accordance with Section 112.061, Florida Statutes.

The Tactical EMS team will be deployed upon official request from the Pinellas County Sheriff's Office or from the Executive Director in instances where there is a high likelihood of injury to law enforcement officers, citizens or suspected criminals during incidents of civil unrest, warrant service, surveillance, dignitary coverage, hostage situations, or other tactical operations. Such deployments may include support for federal, state, or local law enforcement officers (i.e. Secret Service, Drug Enforcement Administration, Federal Bureau of Investigation, Homeland Security, U.S. Marshall, Florida Division of Law Enforcement, or municipal police departments). Deployments require air or marine based activities for Tactical EMS coverage. Nothing in this provision shall limit Contractor from utilizing Ambulances to provide Tactical EMS support services and assistance in the event of a delay in response of the Tactical EMS team because of the demand for emergency medical services in Pinellas County, a declared EMS Emergency, Disaster, or in the event the Tactical EMS Unit is out of service for repairs or maintenance.

(f) 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 seven (7) days a week, twenty-four (24) hours a day. The Secondary Mental Health Transport Unit shall be available eight (8) consecutive hours per day, seven (7) days per week. The 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.

(g) 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.

(h) Community Paramedic. Contractor and Authority understand that, in the future, health care delivery and Emergency Medical Services may evolve to include a

community paramedic or other community outreach programs, an expanded scope of practice for Paramedics, primary care services or other activities. Contractor and Authority may jointly develop or be called upon to provide a community based Paramedic services to serve the community or specific stakeholders. Contractor shall provide such services at a fixed cost per hour for each community based Paramedic.

SECTION 413. RESERVED.

SECTION 414. FIRST RESPONDERS

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 of 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 local Incident Command System standard operating procedures.

Contractor shall not be responsible for providing fire suppression, vehicle or heavy extrication, technical rescue, hazardous materials mitigation, or water rescue.

Contractor shall deliver to each First Responder at their designated location all medical supplies requested from the warehouse, except for controlled substances. Contractor will recover equipment from hospitals, and decontaminate same prior to reissue for use in the EMS System.

SECTION 415. PROHIBITED ACTIVITIES

- (a) **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.
- (b) **On-Scene Collections.** Contractor shall not be required to request or accept payment for services rendered at the scene, en route, or upon delivery of the Patient.
- (c) **Use of 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.
- (d) **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 416. USE OF AUTHORITY TRADE NAME

Contractor shall use the Authority's ambulance service trade name and service mark, "Sunstar", prominently in all of its Vehicle markings, uniforms, advertising, employment advertising and 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**. Contractor shall assist the Authority in refreshing the trade-name logo, Vehicle markings, uniform patches, written and electronic materials to the new logo and color scheme by the end of the 2017-2018 Fiscal Year.

SECTION 417. QUALITY MANAGEMENT AND PERFORMANCE MONITORING

(a) **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. Contractor shall make a thorough application, with good faith efforts, to be recognized as an award recipient for the Florida Governor's Sterling Award before September 30, 2020. Contractor is encouraged to submit an application to be recognized as an award recipient of the Malcolm Baldrige National Quality Award before September 30, 2020.

(b) **Just Culture.** Contractor shall establish and maintain a Just Culture framework, in accordance with **Appendix Q**, 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. Contractor shall provide training to its Personnel and training materials at no cost to the Authority.

(c) **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 1st for the preceding Fiscal Year. In connection with the public information program, Contractor shall submit reports to the Authority, which shall include: (1) program objectives; (2) reports on planned programs; (3) number of citizens receiving CPR certification; and (4) sample news releases, fliers and public service announcements.

-
- (d) **Customer Service Cards.** Contractor shall send customer service cards or conduct telephone based satisfaction surveys to Patients, First Responders and Health Care Facilities as determined by the Executive Director. Such customer service cards shall be addressed to the Authority and telephone based satisfaction survey data shall be provided to the Authority.
- (e) **Accreditation.** Contractor shall attain and maintain CAAS Accreditation as an ALS Ambulance Service throughout the term and any extensions of this Agreement. Contractor shall purchase and apply CAAS decals to Vehicles, in accordance with **Appendix I.** 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.
- (f) **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 418. NOTIFICATIONS

Contractor shall notify the Executive Director or their designee, via e-mail/text message or verbally, upon occurrence, of the following:

- i. Mass casualty incidents involving the Response of five or more Ambulances;
- ii. Severe weather impacting Response to Emergency Requests;
- iii. Significant unplanned changes to the delivery of Ambulance Services, including system operation conditions;
- iv. Mutual aid responses and First Responder transports;
- v. 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;
- vi. Mass media news coverage or requests from the media. Contractor shall notify the Executive Director in advance of any media contact for interviews;
- vii. 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.
- viii. Any Uncontrollable Circumstance.

Contractor shall notify the Executive Director or their designee, in writing, ten (10) days prior to implementing significant planned changes relating to any of the following:

- i. Personnel shift assignments, System Status Plan changes, posting locations and any other operational changes including, but not limited to, supervisor and management hiring or promotions or any change in Senior Management.
- ii. 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.
- iii. Supervisor, management and Senior Management terminations shall be reported as soon as practical, but in no event more than one (1) day after such action.

SECTION 419. PUBLIC EDUCATION AND INFORMATION

(a) **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, cardiopulmonary resuscitation (CPR), CPR instructor certification, automated external defibrillator use, child safety seat use, bicycle safety and helmet use, safe living habits for children and senior citizens. Contractor shall attain and maintain American Heart Association Community Training Center status for both CPR and Advanced Cardiac Life Support. Contractor will support Authority sponsored professional meetings and public education events, including but not limited to, meetings of the Coalition for Advanced EMS, the American Heart Association, and the Pinellas Citizen's University.

(b) **Public Information and Community Support.** Contractor is encouraged to maintain a comprehensive public information and image campaign designed to: (1) increase public awareness of the EMS System through an public information campaign; (2) increase involvement in community and civic activities within Pinellas County to increase public image and goodwill. Specifically, 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 shall manage any such public education or ambulance demonstration requests in a manner that does not jeopardize Contractor's ability to render reliable response time performance as required hereunder. Pinellas County government sponsored public events with Dedicated Standby upon request. Contractor will designate a public information officer to provide public information in times of Disaster, at mass casualty incidents, and for events or incidents related to Ambulance Services.

(c) **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. 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.

SECTION 420. ETHICS AND COMPLIANCE

(a) **Ethics and Compliance.** Contractor shall, at all times, 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.

(b) **Ambulance Billing Compliance Program.** Contractor shall implement, as of October 1, 2015, 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.

(c) **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.

(d) **NIMS Compliance Program.** 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.

SECTION 421. ELECTROCARDIOGRAM EQUIPMENT

Contractor shall provide and maintain eighty (80) electrocardiogram (ECG) monitors in accordance with **Appendix N.**

SECTION 422. 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. The patient business services functions and processes provided by the Contractor shall require the following:

- i. 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.

- ii. When a Non-Emergency Request is received by Contractor, the request must be screened for medical necessity, as defined by the then current regulations of the Centers for Medicare & Medicaid Services (CMS). If the EMD clearly determines medical necessity is not met, the EMD shall suggest another means of transportation be utilized and explain to the Caller that medical necessity for transport by Ambulance has not been met. If the Caller insists Patient be transported by Ambulance, the EMD shall communicate to the Caller the Patient will likely be responsible for the bill based on the information provided. The EMD shall advise the Caller that the Patient or their healthcare surrogate be made aware of the likelihood of being responsible for the bill. The EMD shall document the Caller's name and summary of lack of medical necessity and pertinent details in the "notes" of the CAD record.

-
- iii. When a Non-Emergency Request from a Hospital is received by Contractor, the EMD must determine and document in CAD notes the Patient's current admission status are either "admitted" or "discharged".
 - iv. 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.
 - v. 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.
 - vi. 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.
 - vii. Contractor shall ensure complete and accurate PCS forms are scanned and made part of the Patient Care Report for all Non-Emergency Requests. Contractor shall ensure all signatures on a PCS form are legible, identifiable, and signed by authorized individual (i.e. only a discharge planner and not a social worker are permitted to sign per CMS regulation).
 - viii. 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.

-
- ix. Personnel shall obtain pre-authorization, as required, for Non-Emergency Requests.
 - x. 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.

SECTION 423. EMS CENTRAL SUPPLY

Contractor shall manage all aspects of the Authority's central medical supply warehouse on behalf of the Authority which includes, but is not limited to, the following:

- i. Purchasing, warehousing, inventory control, and distribution of all durable and non-durable medical equipment, medications, medical supplies and any ancillary supplies to ensure uninterrupted First Responder and Ambulance Services;
- ii. Coordination of biomedical waste disposal for First Responders and Contractor;
- iii. Operation, repair and maintenance of the automatic vehicle washer;
- iv. Operation, repair and maintenance decontamination equipment;
- v. Operation, repair and maintenance of access gates, fleet vehicle lifts, and any other mechanical systems;
- vi. Contractor shall assist the Authority in implementing a comprehensive recycling program for the central EMS facility;
- vii. Contractor shall maintain the existing inventory management system software system until the successor system is operational;
- viii. Contractor shall purchase, operate and maintain an advanced inventory management system (Operative IQ or approved successor system) capable of online ordering by First Responders and Contractor;
- ix. 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;

-
- x. Contractor shall provide a full-time (Monday through Friday during regular business hours) Controlled Substances Coordinator 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;
 - xi. Contractor shall seek the lowest price for supplies purchased on behalf of the Authority through the use of purchasing cooperatives and competitive bids.
 - xii. Contractor shall ensure it minimizes financial loss due to inadequate stock rotation or excessive par levels on Vehicles and sub-stations to contain costs;
 - xiii. Contractor shall work with First Responders to minimize financial loss due to inadequate stock rotation or excessive par levels to contain costs.
 - xiv. Contractor shall comply with all inventory control policies and procedures established by the Authority.

Contractor shall obtain the Authority's Executive Director's or designee written approval prior to purchasing supplies, or maintaining or repairing equipment, for which the Contractor intends to seek reimbursement from the Authority pursuant to Section 708.

ARTICLE V
DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. COMMUNICATIONS INFRASTRUCTURE

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:

- i. Centralized 9-1-1 and non-emergency telephone system including audio recording hardware, software and storage media;
- ii. Pinellas County Public Safety and Intergovernmental Radio System access including audio recording hardware, software and storage media;
- iii. Centralized CAD system(s) (i.e. Zoll RescueNET, CORE 9-1-1 CAD) to include computer hardware, software, and networking equipment to operate the Authority's integrated computer aided dispatch, ambulance billing, and electronic patient care reporting system for First Responder and Ambulance Service records;
- iv. Centralized EMD Pre-Arrival Instructions system to include computer hardware, software, and networking equipment;
- v. Authority's intent is to transition Ambulance dispatch from Zoll RescueNET to the County's CORE 9-1-1 CAD at the Authority's discretion;
- vi. The Authority shall be responsible for all aspects of CAD systems(s), electronic patient care reporting system(s) and the ambulance billing system;
- vii. Dispatch console furniture for thirteen (13) dispatch positions with radio and telephone capability. Chairs and headsets shall be provided;
- viii. Three (3) offices in the Regional 9-1-1 Center for manager, supervisor and training/quality assurance;
- ix. 800 MHz and UHF radio system mobile radios sufficient to equip up to ninety three (93) Vehicles;
- x. Twelve (12) portable radios for use by the Tactical EMS team;
- xi. One hundred eighty eight (188) portable radios for issuing two portable radios to each Ambulance crew and with the additional portable radios to be used for Critical Care Transport, Mental Health Transport, EMS Supervisors and management; 9-1-1 Pagers for up to two hundred (200) Personnel.
- xii.

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.

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 dispatching capability is provided. At a minimum, Contractor will utilize global positioning satellite (GPS) receiver enabled Mobile Communications Terminals (MCT) in each Vehicle capable of in-vehicle mapping, updating its location in the CAD on a real-time basis, and receiving dispatch information. The CAD shall utilize real-time geographical data from Vehicles to display maps, update the System Status Plan and perform automatic vehicle location functions (i.e. recommend the closest Ambulance to an Emergency Request).

SECTION 502. 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.

All utilities in the facility, including administrative telephone lines, shall be furnished by the Authority. The Authority provides basic custodial services and routine interior maintenance, however, painting and carpet cleaning of spaces occupied by Contractor, furnishings, premises liability insurance, as well as insurance covering equipment, supplies, and furnishings in areas occupied by Contractor shall be the responsibility of Contractor. Upon, or immediately prior to, termination of this Agreement, Contractor shall, at its own expense, clean, paint, repair or replace any elements of the interior spaces occupied by Contractor.

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, medications, durable and non-durable medical equipment, and par levels which the Contractor is to maintain pursuant to Section 423. The Medical 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.

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 Amount.

SECTION 702. STOP-LOSS PAYMENTS

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.

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.

SECTION 703. ADDITIONAL SERVICES

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

- (a) **Critical Care Transport.** For Critical Care Transport, the Authority shall pay Contractor in accordance with **Appendix A**. Reserve Critical Care call out charges shall only be paid when the Primary Critical Care Transport Unit is engaged in transport services or for out of county transports.
- (b) **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.
- (c) **Long Distance Transport.** For each Long Distance Transport, the Authority shall pay Contractor in accordance with **Appendix A**.
- (d) **Tactical Emergency Medical Services.** For Tactical Emergency Medical Services, the Authority shall pay Contractor in accordance **Appendix A**.
- (e) **Mental Health Transport Services.** For Mental Health Transport Services, the Authority shall pay Contractor in accordance with **Appendix A**.
- (f) **Disaster and Specialty Response Unit Operation.** For providing Disaster and Specialty Response Unit operation, the Authority shall pay Contractor in accordance with **Appendix A**.
- (g) **Community Paramedic.** For providing community based Paramedic services, the Authority shall pay Contractor in accordance with **Appendix A**.
- (h) **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 Paramedic Standby Rate to the per Transport compensation, in accordance with **Appendix A**, in addition to the Base Services Transport compensation.

**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:

(a) **Emergency Requests.** For every Emergency Request to which Contractor's response time exceeds the Response Time provided for in Section 405(b) hereof, the Authority shall deduct liquidated damages from the Additional Services Amount seven (\$7.00) dollars for each minute, or portion thereof, which exceeds the applicable Response Time. Liquidated damages related to Section 405(b)(iii) shall only be deducted for EMS Districts not meeting the Response Time requirement.

(b) **Downgraded Emergency Requests.** For every Downgraded Emergency Request to which Contractor's response time exceeds the Response Time provided for in Section 405(b) hereof, the Authority shall deduct liquidated damages from the Additional Services Amount, three (\$3.00) dollars for each minute or portion thereof, which exceeds the applicable Response Time.

(c) **Non-Emergency Requests.** For every Non-Emergency Request to which Contractor's response time exceeds the Response Time provided for in Section 405(c) hereof, the Authority shall deduct liquidated damages from the Additional Services Amount, three (\$3.00) dollars for each minute or portion thereof, which exceeds the applicable Response Time. Liquidated damages related to Section 405(b)(iii) shall only be deducted for EMS Districts not meeting the Response Time requirement.

(d) **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:

- i. Eight-eight (88%) percent compliance for Emergency and Downgraded Emergency Requests combined
- ii. Eight-eight (88%) percent compliance for scheduled and unscheduled Non-Emergency Requests

(e) **First Responder Transports.** For every Emergency Request or Downgraded Emergency Request, which results in a Patient Transport by a First Responder to which Contractor's response time exceeds the Response Time provided for in Section 405(d) hereof and Medical Direction approval was given to the First Responder. Except for times of EMS Emergency or Disaster, the Authority shall deduct liquidated damages from the Additional Services Amount of two hundred fifty and 00/100 (\$250.00) dollars for each First Responder Transport.

(f) **Incentive for Superior Response Time Performance.** The Authority shall waive liquidated damages on a monthly basis for each category of Request for which Contractor exceeds the following monthly performance compliance:

- i. Ninety-one and a half (91.50%) percent compliance for Emergency and Downgraded Emergency Requests combined;
- ii. Ninety-four (94.00%) percent compliance for scheduled and unscheduled Non-Emergency Requests.

SECTION 705. LIQUIDATED DAMAGES FOR 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.

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.

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.

Contractor will cooperate with the Authority, in regard to billing/reimbursement issues, to improve collection, including but not limited to clerical time for processing and/or reprocessing billing information.

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 on a monthly basis. 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 (i.e. CANceiver or successor device). 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 401(b) hereof during any calendar month.

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

(a) 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.

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.

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.

(b) 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.

(c) 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 on a monthly basis, as determined in accordance with **Appendix F**.

SECTION 708. REIMBURSEMENT FOR SUPPLIES

Except for those items listed on **Appendix N**, the Authority shall reimburse Contractor on a monthly basis for the actual cost of medical supplies and medications, durable and non-durable medical equipment used by the Ambulance Contractor, First Responders, and for Continuing Medical Education in rendering Patient care and for training purposes, as documented by invoices. Authority shall reimburse Contractor on a monthly basis for its actual cost of supplies, repairs, maintenance and services provided on its behalf.

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 in the course of 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.

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, 2016, 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 CUUSA321SA0) as of June each year for the most recent twelve (12) months. In no circumstances shall the inflation adjustment be less than zero (0.0%) percent or greater than four (4.0%) percent in any given year.

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.

SECTION 712. AUDITS AND INSPECTIONS

At any time during normal business hours, and as often as may reasonably be deemed necessary, the Authority's representatives may observe Contractor's operations, and 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. Contractor shall provide the Authority with direct on-line and off-line access to its CAD system, including any Pre-Arrival Instruction or quality assurance data or applications, and/or future database systems in format requested by the Authority, at no additional cost to the Authority. Databases and reports shall be in a mutually agreeable format. The Authority's representatives may at any time, and without notification, directly observe Contractor's operation of the EMS Communications Center, maintenance facility, any ambulance post location, and an Authority representative may ride as "third

person” on any of Contractor’s Ambulances at any time: provided, however, that in exercising this right to inspection and observation, the Authority’s representatives shall conduct themselves in a professional and courteous manner; shall have completed all training required by law to ride aboard an Ambulance as an observer; shall not interfere in any way with Personnel in the performance of their duties, and shall at all times be respectful of Contractor’s employer/employee relationships. 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.

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

The right to directly observe Contractors’ field operations, communications center operations, and maintenance shop operations, shall also extend to authorized representatives of the Medical Control Board and the Medical Director; provided the requirements for polite conduct; completion of any training required by law; and noninterference with employees’ duties shall be observed at all times.

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.

SECTION 715. IRREVOCABLE LETTER OF CREDIT

Throughout the term of this Agreement, which shall include the term of any renewal period, Contractor shall maintain in force an Irrevocable Letter of Credit in the amount of two million (\$2,000,000.00) dollars.

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:

(a) 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:

- i. 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;
- ii. 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.

(b) 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.

(c) 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.

(d) 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 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.

(e) Upon the occurrence of an Event of Default, the Authority may, at its discretion, redeem the Irrevocable Letter of Credit, 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.

(a) 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.

(b) 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.

(c) 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, CAD hardware/software, ECG monitors, and hydraulic stretchers from Contractor through a purchase pursuant to subsection (d) below.

(d) 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 actually 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 items not defined 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.

(e) 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 six million (\$6,000,000.00) dollars, such amount to be paid to the Authority as follows: two million (\$2,000,000.00) dollars in Irrevocable Letter of Credit 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.

(f) If the total of these amounts is less than Six Million (\$6,000,000.00) 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 Six Million (\$6,000,000.00) 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, 2015 and terminating at midnight, September 30, 2020. 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, and the Authority grants approval. The provisions of Article VII shall continue to be effective during any extension period and shall not be renegotiated.

Contractor will begin transition services from notice to proceed to ensure Ambulance Services begin on October 1, 2015.

ARTICLE X
MISCELLANEOUS

SECTION 1001. ASSIGNMENT AND SUBCONTRACTING

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.

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 subcontractor other than the subcontractors specified in the proposal 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.

SECTION 1002. NONDISCRIMINATION IN EMPLOYMENT

In the performance of this contract, Contractor shall not discriminate against any individual on the basis of 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.

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 Plus, L.L.C.
 12490 Ulmerton Road
 Largo, Florida 33774-2700

Copy to Contractor: President
 Paramedics Plus, L.L.C.
 South Glenwood Blvd.
 Tyler, Texas 75702

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 in order 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.

Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of 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.

Compliance with Laws.

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) 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.

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:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service;
- ii. 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;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- iv. 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.

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 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.

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.

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

A. 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.

B. 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

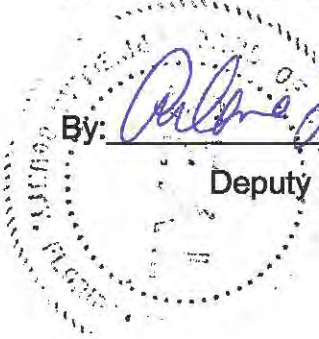
The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.


IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this 19th day of May, 2015.

ATTEST:
KEN BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY

By: 
Deputy Clerk



By: 
Chairman

APPROVED AS TO FORM:

By: 
Office of County Attorney

ATTEST:

PARAMEDICS PLUS, L.L.C.

BY: 

By: 
Mark Postma, Vice President