City of Gulfport, Mississippi

Minutes

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, February 27, 2024 | **1:30 PM** | ***Gulfport City Hall Council Chambers***

1:30 P.M.

The Mayor and Members of Council met at City Hall at 1:30 PM, on the above date, same being an adjourned meeting from a Regular Meeting on February 20, 2024 at 1:30 P.M.

Present: Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, and Richard Kosloski.

The President announced a quorum and called the meeting to order.

Declaration of Special Call Meeting

Motion to Declare a Special Called Meeting and to have the meeting notice thereof appended as Exhibit "A" to these minutes, and Accept the Agenda as presented, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Executive Session

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session, Moved By Ella Holmes-Hines**, Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

The Council entered Closed Session at 1:36 P.M. In attendance: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski, Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, City Attorney Jeff Bruni, Communicating and Marketing Manager Jase Payne, Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Closed Session at 1:37 P.M., Moved By Ron Roland, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

No official action was taken during Closed Session.

Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 1:38 P.M. for (1) strategy session with respect to prospective litigation associated with the provision of ambulance services., Moved By Ron Roland, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

The Council entered Executive Session at 1:43 P.M. In attendance: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski, Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, City Attorney Jeff Bruni, Communicating and Marketing Manager Jase Payne, Fire Chief Billy Kelley, Clerk of Council Brittany Rodgers and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Executive Session at 2:02 P.M., Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

No official action was taken during Executive Session.

Policy Issues

1 Ordinance - amending Sections 4-26 through and including 4-37 of the City of Gulfport, Mississippi's Code of Ordinances involving ambulances, and for related purposes.

Motion to Adopt Ordinance, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Ordinance 3352 02272024_1 - Signed

2 Resolution - approving Agreement with Pafford Ambulance Services of Mississippi, LLC, for Ambulance Services in the City of Gulfport, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

The following Representative(s) addressed the Council:

Mike Seymour – Pafford Chief Medical Officer

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 02272024_2 - Signed

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, until March 5, 2024 at 1:30 P.M. for a Regular Meeting, Moved By Kenneth Casey, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

_____
City Clerk

_____
Mayor

City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, February 27, 2024 | **1:30 PM** | ***Gulfport City Hall Council Chambers***

1:30 P.M.

Declaration of Special Call Meeting

Policy Issues

1 Ordinance - amending Sections 4-26 through and including 4-37 of the City of Gulfport, Mississippi's Code of Ordinances involving ambulances, and for related purposes.

2 Resolution - approving Agreement with Pafford Ambulance Services of Mississippi, LLC, for Ambulance Services in the City of Gulfport, and for related purposes.

Setting of Next Meeting and Adjournment

Exhibit "A"

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the 27th day of February, 2024, the following Ordinance:

ORDINANCE NO. 3352

AN ORDINANCE TO AMEND THE CITY OF GULFPORT, MISSISSIPPI'S CODE OF ORDINANCES INVOLVING AMBULANCES, TO INCLUDE REVISING SECTIONS 4-26 THROUGH AND INCLUDING 4-37 AND ADDING SECTIONS SECTION 4-38 THROUGH AND INCLUDING 4-41; AND FOR RELATED PURPOSES

WHEREAS, the Governing Authority of the City of Gulfport, Mississippi has enacted various Ordinances through the years for the preservation and promotion of the health, safety, and well-being of its residents and visitors, to include those involving ambulance services found in Article II in Chapter 4 of the City's Code of Ordinances, and which provisions were previously adopted and/or codified in the 1960's; and

WHEREAS, from 1993 through early 2023, the provision of ambulance services within the City has been pursuant to an "Interlocal Cooperation Agreement" between and among Harrison County, Mississippi and the City and in accordance with an "Emergency Medical Services" ("EMS") District that was previously created and overseen by Harrison County; and

WHEREAS, the City created its own EMS District on June 20, 2023, and the "Interlocal Cooperation Agreement" is set to expire by mutual agreement on February 29, 2024; and

WHEREAS, there is a need to now amend the prior Ordinances involving ambulance services presently found in Sections 4-26 through and including 4-37, which is the codified version of an Ordinance or Ordinances that were adopted and/or codified in the 1960's pertaining to the provision of such services within the corporate limits of the City and which are found in Article II in Chapter 4 of the City's Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That Article II of Chapter 4 of the Code of Ordinances of the City of Gulfport, Mississippi shall be, and hereby is, amended to now read as follows, with additions noted in bold and underlined and deletions stricken through and in bold and underlined and in grey highlights (due to the length of provisions involved):

Sec. 4-26. Definitions.

As used in this article, the following terms shall have the meanings ascribed to them:

(a) *Ambulance* shall mean any privately or publicly owned motor vehicle that is specially designed, constructed, equipped and intended to be used for, and is maintained or operated for the transportation of patients **or ill or injured persons to or from health care facilities**. This shall **not** include ~~**rescue units which otherwise comply with the provisions of this article, except**~~ any such motor vehicle owned by, or operated under the direct control of, or under a valid contract with, the United States.

(b) ***Ambulance Service*** **means the level of service attained when (i) the Ambulance Service Provider is licensed as a Basic Life Support (BLS) and Advanced Life Support (ALS) Ambulance Service by the Mississippi State Department of Health and (ii) the Ambulance Service Provider's vehicles are permitted as BLS and ALS vehicles by the Mississippi State Department of Health and each ALS Ambulance is occupied by at least one person certified as an Advanced Life Support Provider by the Mississippi State Department of Health, one person licensed as a pre-hospital registered nurse by the Mississippi State Board of Nursing or one person licensed as a physician by the Mississippi State Department of Health.**

(c) ***Ambulance Service Provider*** **means a person or organization, governmental or private, which operates one or more Ambulances.**

~~**Attendant shall mean a trained and/or qualified individual responsible for the operation of an ambulance and the care of the patients, whether or not the attendant also serves as driver.**~~

~~**Attendant/driver shall mean a person who is qualified as an attendant and a driver.**~~

~~**Driver shall mean an individual who drives an ambulance.**~~

(d) ***Emergency Services Coordinator*** **means the individual designated by the City to administer the Operations Contract. All communications between the City and the Operations Contractor will take place through the Emergency Services Coordinator. Unless otherwise stipulated, the Emergency Services Coordinator shall be the then current City of Gulfport Fire Chief.**

(e) ***Emergency Transport Call*** **means a call for Emergency Ambulance Response to a situation where there is a potential patient that is presumptively classified as having an Emergency Medical Condition.**

(f) ***Emergency Medical Condition*** **means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances and/or symptoms of substance abuse) such that the absence of immediate medical attention could reasonably be expected to result in (i) placing the patient's health in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part.**

(g) ***Emergency Ambulance Response*** **means an ambulance responding in the Emergency Mode, requiring the least amount of time practicably attainable, in response to a situation in which there is a high probability that a patient with an Emergency Medical Condition may exist and action by emergency personnel may reduce the seriousness of the situation.**

(h) *Emergency Mode* means the use of headlights and emergency warning lights continuously while an ambulance is mobile. The siren must also be used with headlights and emergency warning lights when driving maneuvers are executed that would otherwise be prohibited or illegal for nonemergency situations. No such siren and emergency warning lights shall be used except when the vehicle is operated pursuant to an Emergency. All Ambulances responding to an Emergency Transport Call shall respond in the Emergency Mode. Nothing in this Ordinance is meant to usurp, contravene, or preempt state law regarding the operation of emergency vehicles on public roadways, and the provisions herein shall be interpreted as much as possible to be consistent with and not in contravention of applicable and governing laws.

(i) *Emergency Facilities* means those facilities which include as part of their mission providing for the treatment of patients with life- or limb-threatening conditions. They meet or exceed the Emergency Care Guidelines of the American College of Emergency Physicians and they receive ambulance patients with Emergency Medical Conditions.

(j) *Ambulatory Care Facilities* mean those facilities that provide primary medical care services and may be accessible without a prior doctor-patient relationship or without an appointment. In general, ambulatory care facilities do not solicit patients with Emergency Medical Conditions, nor patients requiring emergency ambulance transport.

(k) *Emergency Transport Call Time Measurements.* Unless set out differently in a separate contract or agreement with the City, such as the Operations Contract, the following standard definitions shall be used as time measurements for all ambulance providers licensed pursuant to this Ordinance. All times shall be recorded in hours, minutes and seconds.

(1) *Fractal Response Time.* Percentile of a specific category of requests for ambulance service that are appropriately answered within a stated response time goal or standard.

(2) *Call Received Time.* When the EMS telecommunicator has received essential call information (e.g. call-back number, location of call, chief complaint or nature of problem; or if the initial location information is obtained from a 911 data base, confirmation that the patient's location is the same as that of the caller or confirmation of the patient's actual location).

(3) *Unit Alert Time.* Elapsed time measurement to alert/ initiate dispatch after the information listed in Call Received Time has been obtained.

(4) *Out-of-Chute Time.* This is part of the mobilization phase. This stage begins with acknowledgment of notification of assignment to a specific call by the communications center. The stage ends when the ambulance declares itself to be enroute.

(5) *Travel Time.* This is part of the response phase. This stage begins when the unit declares itself enroute to an assignment and ends when the unit declares itself at the assigned location.

(6) *On-Scene Time.* This is part of the treatment phase. This stage begins when the unit declares itself on-scene and ends when the unit declares itself to be enroute to a destination.

(7) *Response Ready Hospital Down Time.* This is the exchange of care phase. This stage begins when the unit declares itself at the transport destination and ends when the unit declares itself to have the minimum essential equipment and staff necessary to respond to the next emergency call. It does not necessarily mean that the unit has completed all of its post-call tasks after delivering the patient.

(8) *Hospital Turn Around Time.* This state begins when the unit declares itself at the transport destination and ends when the unit has completed all of its post-call tasks and is ready to leave the destination.

(9) *Time on Task.* This refers to the whole call. This stage includes all aspects of the assignment from Unit Alert to Available for another assignment after completion of all post-call tasks.

(l) *Emergency Medical Services ("EMS")* means the following pre-hospital and inter-hospital services:

(1) *Access and Coordination* - The answering and processing of telephone requests from the public for Ambulance or First Responder Services, including EMS dispatching, emergency and routine; the providing of medical pre-arrival instructions to callers by telephone; but excluding the process of 911 complaint-taking when the caller is immediately transferred to the ambulance provider's dispatch center.

(2) *First Responder Services* - Those emergency service, excluding transportation, which are performed by a First Responder. The EMS Lead Agency shall establish minimum standards for training, continuing education and performance standards for First Responders.

(3) *Medical Transportation* - Ambulance services, both emergency and routine, including Patient assessment, transportation, and medical procedures performed on scene, in route during inter-facility transport, or at an emergency receiving facility when performed at the request of the receiving physician.

(4) *On-line Medical Direction* - Instructions given by a Communications Resource facility as defined in the Rules and Regulations issued by the Division of EMS, Mississippi State Department of Health, to First Responders or ambulance personnel at the scene of an emergency, while in route to a hospital, or during an inter-facility Patient transfer. On-line Medical Direction in the City shall be sanctioned and coordinated by the EMS Lead Agency and the Off-Line Medical Director.

(5) *Off-line Medical Director* - The Off-line Medical Director is the administrative medical director appointed by the EMS Lead Agency. His duties are as defined in the Mississippi EMS, The Law Rules and Regulations published by the State Board of Health.

(m) *EMS Dispatch Center* – The EMS Dispatch Center is the facility operated or utilized by the EMS Lead Agency which serves as the central EMS communications center for the City.

(n) *EMS Lead Agency* - The EMS Lead Agency is the organization delegated the responsibility for coordinating all components and care aspects for the entire EMS system in the City. It will have the ultimate responsibility of providing this care alone or delegating part of this responsibility. It shall further be the responsibility of the EMS Lead Agency to constantly evaluate the response of all EMS support services in areas of appropriateness of prehospital care and medical control. The EMS Lead Agency shall also be authorized to develop and implement patient transportation and destination policies and guidelines. It shall sanction EMS continuing education activities, establish infection control standards for all prehospital EMS personnel, direct patient refusal procedures, and other EMS related activities. The EMS Lead Agency is authorized to enter into mutual aid agreements with other EMS, public safety, and ancillary support agencies.

(o) *Extrication* - Extrication means removal from a difficult situation or position, e.g., removal of a patient from a wrecked vehicle or other place of entrapment. The fire department or other public safety agency that has jurisdiction may be involved in extrication.

(p) *First Responder* - First Responder means any person, fire department unit, law enforcement unit, or non-transporting rescue unit capable of providing appropriate First Responder Service, excluding transportation.

(q) *Licensing Officer* – Licens**eing oO**fficer**~~, when referred to herein, shall refer to the city clerk or his duly designated subordinate. The city clerk may designate different persons, from time to time, to perform the duties of a license officer~~ means the Emergency Services Coordinator or their designee who is empowered to issue Permits, as defined in this Ordinance, in accordance with protocols and/or procedures governing such issuance as set forth herein**.

(r) *Medical Necessity for Service* - Medical necessity for service is established when the patient's condition is such that use of any other method of transportation is contraindicated in any case in which some means of transportation other than an ambulance could be utilized without endangering the individual's health, whether or not such other transportation is actually available.

(s) *Operations Contract* – Operations Contract means a contract between an entity and the City to provide BLS/ALS Ambulance Service to the City in response to Emergency Transport Calls and Routine/Nonemergency Transport Calls within the City and to serve as the EMS Lead Agency.

(t) *Operations Contractor* means the entity providing BLS/ALS Ambulance Service to the City in response to Emergency Transport Calls and Routine/Nonemergency Transport Calls within the City and serving as the EMS Lead Agency pursuant to the Operations Contract.

(u) *Patient* **~~shall~~** means an individual who is ill, sick, injured, wounded or otherwise incapacitated or helpless**, and who is in need, or is at risk of needing, medical care or assessment at the scene of a call and during transportation to or from a health care facility and who is or should be transported in a reclining position**.

(v) *Permit* means any of the permitting documents required to be obtained pursuant to this Ordinance, including the following:

(1) *Ambulance Service License - Emergency and Nonemergency* - Ambulance Service Providers responding to Emergency Transport Calls originating in the City shall be required to obtain an Ambulance Service License pursuant to this Ordinance. Ambulance Service Providers responding to Routine/Nonemergency Transport Calls that originate within the City shall be required to obtain an Ambulance Service License pursuant to this Ordinance.

(2) *Ambulance Permit* - Every Ambulance operated by an Ambulance Service Provider shall be required to obtain an Ambulance Permit subject to inspection and recommendation of the Licensing Officer, pursuant to this Ordinance.

(w) *Person* **~~shall~~** means any individual, firm, partnership, association, corporation, company or group of individuals **or firms, partnerships, associations, corporations, companies, or any combination thereof,** acting together for a common purpose or organization of any kind, including any governmental agency other than the United States.

(x) *Rescue* means to free from a dangerous, destructive, or life-threatening situation (including life-threatening medical conditions) by prompt vigorous action. Search and rescue activities may be pursued or undertaken by the city fire department or other appropriate public safety agency that has jurisdiction.

(y) *Routine/Nonemergency Transport Call* means a call for ambulance service which is not an Emergency Transport Call.

(z) *System Standard of Care* means the federal, state, and local laws, and policies, rules, regulations and protocols of the EMS Lead Agency which establish standards governing all clinical and operational aspects of the EMS system in the City.

(aa) *System Status Controller ("SSC")* means and shall be an employee of the EMS Lead Agency and a person trained and competent as an EMS dispatcher. The minimum standard of training shall be the current edition of "Emergency Medical Services Dispatcher: National Standard Curriculum" as developed by the U.S. Department of Transportation, National Highway Traffic Safety Administration. In addition, all SSCs must meet or exceed the minimum standards for training EMS telecommunicators as established by the Mississippi Board of Emergency Telecommunications Standards and Training. The SSC must demonstrate competency in (a) receipt and processing of calls for ambulance service, (b) dispatch and coordination of EMS resources, (c) provision of medical information, and (d) coordination with other public safety services. Only qualified SSCs shall be permitted to work in the EMS Dispatch Center.

(bb) *System Status Plan* means the plan and protocols for staffing, deployment, and redeployment of Ambulances which is developed and utilized by an Ambulance Service Provider, and which specifies how many Ambulances will be staffed and available within the City each hour of the day, each day of the week, including the locations of available Ambulances (not assigned to calls) within the City, specified separately for each hour of the day, for each day of the week and the remaining number of Ambulances then available in the system, and including protocols for event-driven redeployment of those remaining Ambulances. The Operations Contractor is responsible for development and implementation of the System Status Plan.

Sec. 4-27. ~~**Ambulance license—Required.**~~ **Operations Contract; EMS District.**

(a) **Operations Contract; Operations Contractor. The City may enter into an Operations Contract with an entity, which, upon execution of the Operations Contract, shall thereby become the Operations Contractor, to provide all BLS and ALS Ambulance Service to the City in response to Emergency Transport Calls and Routine/Nonemergency Transport Calls within the City and to coordinate all components and care aspects for the entire EMS system in the City. The City shall designate the Operations Contractor to be the EMS Lead Agency. The Operations Contractor shall staff, operate and control the EMS Dispatch Center. As the EMS Lead Agency, the Operations Contractor shall enter into agreements with Communications Resource facilities to provide On-Line Medical Direction. The Operations Contractor shall perform any other duties as provided hereunder or as provided in the Operations Contract** ~~**No person, either as owner, agent or otherwise, shall furnish, operate, conduct, maintain, advertise or otherwise be engaged in, or profess to be engaged in, the business or service of the transportation of patients upon the streets, alleys or any public way or place of the city, unless he holds a currently valid license for an ambulance, and for each such ambulance so operated, issued pursuant to this article. An ambulance operated by, or on a mission pursuant to a contract with an agency of the United States which contract existed on the effective date of Ordinance No. 1406, shall not be required to be licensed hereunder**~~.

(b) The City may terminate the Operators Contract at any time and may enter into an Operations Contract with a different entity that meets the standards hereof, as determined by the City's Governing Authority and in furtherance and promotion of the safety, health, and well-being of its residents and visitors ~~Licenses for no more than ten (10) ambulances shall be issued for the operation of ambulances within the limits of this city, this being a number in excess of those lawfully in operation. The number of ambulances for which licenses may be issued for operation within the city limits shall be regulated, from time to time, by the city council, which shall determine, from time to time, the number of ambulances which are necessary and convenient for the city~~.

(c) **EMS District. Pursuant to Section 41-59-53 *et seq.* of the Mississippi Code of 1972, the City of Gulfport is established as an emergency medical services (EMS) district. The Operations Contractor is hereby designated as the Emergency Medical Service Lead Agency. The governing board of the City of Gulfport's EMS District shall be the City of Gulfport's City Council. The EMS Lead Agency shall function as the City of Gulfport EMS Authority for the Council and as such, has the responsibility for coordinating all components and care aspects of the Emergency Medical Service system in accordance with local, state, and federal laws, rules and regulations. As the EMS Authority representing the City of Gulfport's EMS District, the EMS Lead Agency is authorized to receive and expend appropriations from the State's Emergency Medical Service Operating Fund (EMSOF)** ~~In the event the owner or operator of an ambulance ceases to operate or fails to report operation of such ambulance for a period of thirty (30) days, as required by section 4-37 hereof, the owner shall lose or forfeit his license after written notice given him by the city of such forfeiture~~.

~~(d) No ambulance shall be operated for ambulance purposes, and no individual shall drive, attend or permit it to be operated for such purposes on the streets, alleys, or any public way or place of the city unless it shall be under the immediate supervision and direction of a person who is holding a currently valid license as an attendant/driver or attendant.~~

~~(e) Provided however, that no such licenses shall be required for an ambulance or for the driver, attendant or attendant/driver of an ambulance:~~

~~(1) Which is rendering assistance to licensed ambulances in the case of a major catastrophe or emergency with which the licensed ambulances of the city are insufficient or unable to cope; or is~~
~~(2) Operated from a location or headquarters outside of the city in order to transport patients who are picked up beyond the limits of the city to locations within the city.~~

Sec. 4-28. ~~**Same—Application**~~ **Validity of Pre-existing Licenses or Permits.**

Any ambulance license or permit issued pursuant to any preexisting municipal ordinance in effect prior to adoption of this Ordinance is hereby declared invalid. Any existing Ambulance Service Provider operating in the City, prior to the enactment of this Ordinance, shall be required to comply with the terms of Section 4-32 and all other applicable Sections of this Ordinance. The Operations Contractor selected pursuant to this Ordinance shall be deemed to have met all licensing and permit requirements of the Ordinance ~~Applications for ambulance licenses hereunder shall be made upon such forms as may be prepared or prescribed by the city clerk and shall contain:~~
~~(1) The name and address of the applicant and of the owner of the ambulance.~~
~~(2) The trade or other fictitious name, if any, under which the applicant does business and proposes to do business.~~
~~(3) The training and experience of the applicant in the transportation and care of patients.~~

~~(4) A description of each ambulance, including the make, model, year of manufacture, motor and chassis number, current state license number, the length of time the ambulance has been in use, and the color scheme, insignia, name, monogram or other distinguishing characteristics to be used to designate applicant's ambulance.~~
~~(5) The location and description of the place from which it intended to operate.~~
~~(6) Such other information as the license officer shall deem reasonably necessary to a fair determination of compliance with this article.~~
~~(7) An accompanying license fee of twenty-five dollars ($25.00) per ambulance licensed. Such license fee shall become due thirty (30) days from the effective date hereof and renewed on October first of each year, and shall be in addition to any other license fees, privilege taxes, or other charges established by proper authority and applicable to such holder or the vehicle under his operation and control. The purpose of this license fee is not to raise revenue, but to defray expenses incurred in enforcement of this article~~.

Sec. 4-29. ~~Same—Standards~~ Mandatory Centralized Emergency Transport Call Processing.

(a) All 911 telephone requests for ambulance services, both emergency and routine, originating within the City shall terminate at the EMS Dispatch Center, where a System Status Controller shall establish the call's classification, determine the Patient's location, and if appropriate, deliver pre-arrival instructions. The System Status Controller shall also determine the need for First Responder Services in accordance with established guidelines, alert the First Responder if appropriate, and dispatch the appropriate Ambulance.

(b) It shall be unlawful for anyone other than an Ambulance Service Provider who holds a valid Ambulance Service License to publish or advertise any telephone number for the purposes of soliciting request for Emergency Transport and Routine/Nonemergency Calls in the City.

(c) EMS Dispatch Center shall at all times have full authority to direct the positioning, movements, and run responses of all Ambulances, Ambulance Service Providers, EMS public safety providers, and other EMS personnel in the City.

(d) The EMS Lead Agency shall be authorized to develop and implement patient transportation and destination policies and guidelines, unless instructed otherwise by On-Line Medical Direction, ambulances transporting patients with Emergency Medical Conditions shall be directed to Emergency Facilities, Ambulances transporting patients not having Emergency Medical Conditions may deliver said patients to Ambulatory Care Facilities, if so requested.

(e) All call requests processed by the EMS Dispatch Center shall be recorded to facilitate subsequent auditing of the System Status Controller's actions and decisions by the Emergency Services Coordinator, and all such recordings shall be safely stored and shall not be erased for a period of six (6) months.

(f) The EMS Dispatch Center may be located inside or outside the City as determined by the EMS Lead Agency.

~~All vehicles used as ambulances shall conform to the following minimum specifications and requirements:~~

~~(1) General construction. All bodies shall have at least three (3) doors, with at least one (1) leading into the driver's compartment and one (1) leading into the rear of the ambulance, so constructed that all doors may be opened from the inside and outside. All upholstery covering or interior lining in any ambulance shall be of leather or other nonabsorbent and washable material.~~

~~(2) Equipment. Each vehicle used as an ambulance shall have the following minimum equipment: Four-wheel brakes capable of stopping ambulance within twenty-two (22) feet at twenty (20) miles per hour; parking brake; front and rear bumper; heater and defroster sufficient to heat interior of ambulance in cold weather; air conditioning sufficient to cool both patient's and driver's compartments; right and left side rear view mirrors and one (1) in driver's compartment; speedometer exposed to view (no ambulance to be operated with broken or disconnected speedometers); dual windshield wipers; tires must have a minimum of four-thirty-seconds inch tread; alternator with a minimum of sixty (60) amperes output; cot holder.~~

~~(3) Lights. Each ambulance shall be equipped with a minimum of: One (1) revolving red light on top of ambulance; standard headlights with low and high beam approved by motor vehicle laws of the state; backup lights; rear compartment light; white light to illuminate license plate and handlight either attached or unattached to body.~~

~~(4) Warning devices. Each ambulance shall be equipped with a rotary siren or an electronic siren with a minimum of seventy-five (75) watts output.~~

~~(5) Communications. Each ambulance shall be equipped with a two-way radio licensed by the federal communications commission and in operative condition at all times. Also, each owner shall maintain a dispatcher twenty-four (24) hours every day at his base of operation for the purpose of communication with the public and with the ambulances.~~

~~(6) First-aid equipment. Each ambulance shall be equipped with the following:~~

~~a. Portable suction apparatus with wide-bore tubing and rigid pharyngeal suction tip.~~
~~b. Hand operated bag-mask ventilation unit with adult, child, and infant size masks. Clear masks are preferable. Valves must operate in cold weather.~~
~~c. Oropharyngeal airways in adult, child and infant sizes.~~
~~d. Mouth-to-mouth artificial ventilation airways for adults and children.~~
~~e. Portable oxygen equipment with adequate tubing and semi-open, valveless, transparent masks in adult, child, and infant sizes.~~
~~f. Mouth gags, either commercial or made of three (3) tongue blades taped together and padded.~~
~~g. Universal dressings, approximately ten (10) inches by thirty-six (36) inches, compactly folded and packaged in convenient size.~~
~~h. Sterile gauze pads, four (4) inches by four (4) inches.~~
~~i. Soft roller self-adhering type bandages, six (6) inches by five (5) yards.~~
~~j. Roll of aluminum foil, eighteen (18) inches by twenty-five (25) feet, sterilized and wrapped.~~
~~k. Two (2) rolls of plain adhesive tape, three (3) inches wide.~~
~~l. Two (2) sterile burn sheets.~~
~~m. Hinged half-ring lower extremity-traction splint (ring nine (9) inches in diameter, overall length of splint forty-three (43) inches) with commercial limb-support slings, padded ankle hitch, and traction strap.~~
~~n. Two (2) or more padded boards, four and one-half (4½) feet long by three (3) inches wide, and two (2) or more similarly padded boards, three (3) feet long, or material comparable to four-ply wood for coaptation splinting of leg or thigh.~~
~~o. Two (2) or more fifteen-inch by three-inch padded wooden splints for fractures of the forearm. (By local option, similar splints of cardboard, plastic, wire ladder, or canvas slotted lace-on may be carried in place of the above thirty-six-inch and fifteen-inch boards.)~~

p. Uncomplicated inflatable splints in addition to item (o) above or as substitute for the short boards.
q. Short and long spine boards with accessories.
r. Triangular bandages.
s. Large-size safety pins.
t. Shears for bandages.
u. Sterile obstetrical kit.
v. Poison kit.
w. Blood pressure manometer cuff, and stethoscope.
x. Several pillows.

(7) Maintenance. All vehicles used as ambulances shall be maintained as follows:

a. Each ambulance shall store first-aid equipment free from dust, insects and rodents.
b. The interior of each ambulance shall be cleaned and wiped with an approved antiseptic daily.
c. Weather permitting, each ambulance must be cleaned on the exterior each day.
d. In the event of transportation of a patient with a contagious or infectious disease, an ambulance shall be cleaned and wiped with approved antiseptic.
e. There shall be at all times freshly laundered linen on cots used to transport patients, changing linen after each patient carried.

(8) Daily inspection by owner. Each owner must inspect each ambulance every morning to ascertain cleanliness, mechanical and operational worthiness for transporting patients. Each ambulance shall be subject to inspection at all times by an authorized representative of the city. Any ambulance found, upon inspection, to be unsafe for ambulance operations shall have such repairs and alterations made as may be required and no person shall operate or cause to be operated any such ambulances until all such repairs and alterations have been completed.

(9) Periodic inspection by city clerk. Every vehicle operating as an ambulance under this article shall be periodically inspected by the city clerk or his duly designated subordinate at least semiannually and additionally at such intervals as shall be established by the city clerk to ensure the continued maintenance of safe operating conditions. Records of such inspections shall be made and kept current by the city clerk and the owner notified in writing of any deficiencies noted at such inspection. The owner shall be required to correct such deficiencies within a reasonable time and shall furnish evidence of the correction thereof to the police department.

(10) Identification of vehicle. Each ambulance operated within the city shall bear the name of the owner and a unit number. All ambulances of each owner shall be of the same color scheme. All colors shall be of high visibility and easily distinguishable from the color scheme of ambulances of any other owner. Such trade name, design, color scheme or method of painting shall include the following matter:

a. The name of the owner or the trade name under which he does business prominently displayed on each side of the ambulance. Whenever the name of the owner or the trade name under which he does business does not include the word "ambulance," then the word "ambulance" shall be prominently displayed on each side of the vehicle.

b. All mandatory numbering, lettering and wording, whether in a particular trade name, design, color scheme, lettering or otherwise as hereinbefore provided, shall be at least two (2) inches in height and of such color as will contrast distinctly with the color of the body of the ambulance.

~~(11) Effect of change of ownership on license. Any change of ownership of a licensed ambulance shall terminate the license and shall require a new application and a new license and conformance with all the requirements of this article as upon original licensing.~~

~~(12) Transfer of license. Application for transfer of any ambulance license to another or substitute vehicle shall require conformance with all the requirements of this article as upon the original licensing. No ambulance license may be sold, assigned, mortgaged or otherwise transferred without the approval of the license officer and a finding of conformance with all the requirements of this article as upon original licensing.~~

~~(13) Inspection of maintenance and operation. Each licensed ambulance, its equipment and the premises designated in the application and all records relating to its maintenance and operation as such, shall be open to inspection by the city clerk or his designated representative during usual hours of operation.~~

~~(14) Defacing license. No official entry made upon a license may be defaced, removed or obliterated.~~

Sec. 4-30. ~~Liability i~~Insurance; Bond.

(a) **Each ambulance service provider shall keep in full force and effect a policy or policies of automobile liability and property damage insurance issued by an insurance company authorized to do business in the State of Mississippi, with coverage provisions insuring the public from any loss or damages that may arise to any person or property by reason of the negligent operation of such ambulance service provider, and providing amounts of recovery in limits of not less than the following sums ~~Every owner operating ambulances under a license pursuant to the provisions of this article shall submit to the city council evidence of public liability and property damage insurance in force with an insurance company licensed to conduct business in the state in the following amounts~~:**

(1) For the damages arising out of bodily injury to or death of one or more persons in any one accident not less than $1,000,000.00; ~~Bodily injury—$100,000 per person.~~

(2) For any injury to or destruction of property in any one accident, not less than $1,000,000.00; and ~~Bodily injury—$300,000 per accident.~~

(3) For any combination of damages or injury, not less than $2,000,000.00 ~~Property damage—$50,000 per accident.~~

~~(4) Malpractice—$300,000 per claim.~~

(b) Each Ambulance Service Provider shall keep in full force and effect a commercial general liability and professional liability policy or policies issued by an insurance company authorized to do business in the State of Mississippi, with coverage provisions insuring the public from any loss or damage that may arise to any person or properly by reason of the negligent actions of the Ambulance Service Provider or any of its employees, and providing that the amount of recovery shall be in limits of not less than $1,000,000.00 per occurrence, with annual aggregate of not less than $2,000,000,00.

(c) Insurance companies providing this coverage shall be licensed and admitted to operate in the State of Mississippi.

(d) In addition to the insurance requirements stipulated above, all Ambulance Service Providers shall carry additional umbrella liability insurance with coverage limits of at least $5,000,000.00. The umbrella coverage will apply in excess of the general liability, professional liability, and auto liability coverage.

(e) Cancellation or material alteration of any required insurance policy or coverage shall result in the automatic revocation of any Ambulance Service License issued hereunder, and the Ambulance Service Provider shall thereupon cease and desist from further ambulance service operations in the City.

(f) Each Ambulance Service Provider shall provide a certificate of insurance evidencing all coverages, limits, terms and conditions of this Section to the City. This certificate shall have a thirty (30) day notice of cancellation requirement to the City.

~~(b)~~**(g)** Such insurance policies shall be submitted to the license officer for approval prior to the issuance of each ambulance license. Satisfactory evidence that such insurance is at all times in force and effect shall be furnished to the license officer, in such form as he may specify, by all licensees required to provide such insurance under the provisions of this article.

~~(c)~~**(h)** Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the assured, and that until the policy is revoked the insurance company will not be relieved from liability on account of nonpayment of premium, failure to renew license on October first of each year, or any act or omission of the named assured. Such policy of insurance shall be further conditioned for the payment of any judgments up to the limits of such policy, recovered against any person other than the owner, his agent or employee, who may operate the same with the consent or acquiescence of the owner.

~~(d)~~**(i)** Every insurance policy required under this Section shall extend for the period to be covered by the license applied for and the insurer shall be obliged to give not less than thirty (30) days' written notice to the license officer and to the assured before any cancellation or termination thereof earlier than its expiration date and the cancellation or other termination of any such policy shall automatically revoke and terminate the licenses issued for the ambulances covered by such policy, unless another insurance policy complying with the provisions of this Section shall be provided and be in effect at the time of such cancellation or termination.

(j) *Bond.* Each Ambulance Service Provider shall furnish performance security in the amount of $500,000 in one of the following forms:

(1) A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to City; or

(2) An irrevocable letter of credit issued pursuant to this provision in a form acceptable to City and from a bank or other financial institution acceptable to City.

Sec. 4-31. ~~Duties of city clerk~~ Other Call Processing.

All other call requests for ambulance service, Emergency or Routine/Nonemergency, which may be received by parties other than the Operations Contractor, shall be transferred immediately to the EMS Dispatch Center which will determine the appropriate EMS response.

~~**(a) The city clerk shall, within fifteen (15) days after receipt of an application for an ambulance license as provided for herein, cause such investigation as he deems necessary to be made of the applicant and of his proposed operations.**~~

~~**(b) The city clerk shall issue a license hereunder for a specified ambulance, to be valid for a period of one (1) year unless earlier suspended, revoked or terminated, when he finds:**~~

~~(1) That the public convenience and necessity require the proposed ambulance service;~~

~~(2) That each such ambulance, its required equipment and the premises designated in the application, meet the minimum standards as provided for herein;~~

~~(3) That the applicant is a responsible and proper person to conduct or work in the proposed business;~~

~~(4) That only duly licensed drivers, attendants and attendant/drivers are employed in such capacities;~~

~~(5) That all the requirements of this article and all other applicable laws and ordinances have been met.~~

Sec. 4-32. ~~Additional duties of license officer~~ Certificate of Necessity for Ambulance Service License.

(a) **Any entity desiring to obtain an Ambulance Service License to operate in the City shall first make an application for a Certificate of Necessity for a Basic Life Support and Advanced Life Support Ambulance Service License to the Emergency Services Coordinator or his designee ~~Prior to the issuance of any ambulance license hereunder, the license officer shall cause to be inspected the vehicles, equipment and premises designated in each application hereunder, and shall certify his approval in a written report to the city clerk when he finds compliance with the standards prescribed in section 4-29, and with the regulations, if any, promulgated under such sections; provided, however, that under the terms of this article the license officer shall have no responsibility, and shall exercise no authority, in connection with laws and ordinances of general applicability which deal with motor vehicle inspection~~.**

(b) **The criteria for consideration of an application shall be as follows, and applications for such Certificate of Necessity shall include the following information, verified under oath: ~~Subsequent to issuance of an ambulance license hereunder, the license officer shall cause to be inspected each such licensed vehicle, and its equipment and premises, whenever he deems such inspection to be necessary but in any event no less frequently than twice each year, and shall promptly report his findings in a written report to the city clerk. The periodic inspection required hereunder shall be in addition to any other safety or motor vehicle inspection required to be made for ambulances or other motor vehicles, or other inspections required to be made, under general laws or ordinances, and shall not excuse compliance with any requirement of law or ordinance to display any official certificate of motor vehicle inspection and approval nor excuse compliance with the requirements of any other applicable general law or ordinance.~~**

(1) NAME: The name and address of the applicant seeking the Certificate of Necessity, and, in the event that the applicant is a corporation, a certified copy of the articles of incorporation.

(2) EQUIPMENT & AMBULANCES: Equipment and Ambulances adequate to comply with the System Standard of Care and also adequate to fully, safely and reliably perform the services for which the Certificate of Necessity is requested. Applicant shall provide the make, type, year of manufacture, serial number, license tag number, and equipment therein for each Ambulance owned or operated or proposed to be operated by the applicant.

(3) PERSONNEL: Personnel who are qualified by training, experience and work history to comply with the System Standard of Care and to fully, safely and reliably perform the services for which the Certificate of Necessity is requested, Personnel must meet federal, state and local certification requirements, Principals and employees of an applicant shall be subject to criminal record checks and background investigations.

(4) APPLICANT'S EMS HISTORY: Complete listing of the applicant's relevant EMS experience. A favorable recommendation on an application shall not be made unless this history shows that the applicant is able to comply with the System Standard of Care and fully, safely and reliably perform the services for which the Certificate of Necessity is requested.

(5) PLANS: (i) A proforma internal medical quality assurance plan, which shall describe applicant's medical quality assurance program, demonstrating a reasonable probability that the applicant, if licensed, will deliver medical care meeting the System Standard for Care, including, without limitation, the clinical quality for ambulance services set forth in Section 4-38 hereof; and (ii) A proforma System Status Plan demonstrating that all Ambulance operating within the City will be equipped and staffed to operate in accordance with the System Standard of Care, including without limitation, the clinical quality for ambulance services set forth in Section 4-38 hereof.

(6) PROOF OF FINANCIAL CAPABILITY: Financial statements and a statement as to whether there are any unsatisfied judgments of record against such applicant, and if so, the title of all actions and the amounts of all judgments unsatisfied. No Certificate of Necessity shall be granted to any applicant unless it is financially stable and financially capable of complying with the System Standard of Care and providing competent services for the entire period for which a license is requested and for the full scope of services proposed to be authorized. An applicant's failure to have paid any federal, state or local tax, including business license tax and personal property tax, shall be evidence of a lack of financial capability.

(7) ACCEPTANCE OF TERMS AND CONDITIONS: A statement of compliance with all applicable federal, state, and local laws, rules and regulations.

(8) PROOF OF PUBLIC NECESSITY FOR SERVICES: A statement of the public necessity for the services to be provided. No favorable recommendation shall be made for a Certificate of Necessity and no Certificate of Necessity shall be issued, unless the applicant proves by clear and convincing evidence that there is a public necessity for the services which is not being met by the existing Ambulance Service License holders, or which shall not be met within a reasonable period of time by such existing Ambulance Service License holders, The effect of any application on the ability of existing Ambulance Service License holders to continue providing services shall be a factor for consideration.

(c) **No favorable recommendation shall be made, and no Certificate of Necessity shall be granted, unless an applicant meets all the foregoing criteria, without exception. Failure of an applicant to do so shall indicate that the applicant poses an unacceptable degree of risk to public safety** ~~**A copy of each initial, semiannual or other ambulance, equipment and premises inspection report submitted by the license officer under the provisions of this section shall be promptly transmitted to the applicant or licensee to whom it refers**~~.

(d) All existing Ambulance Service License holders pursuant to this Ordinance will be given notice of any application for a Certificate of Necessity and such Ambulance Service License holders will have twenty (20) working days from the date of notice to respond in writing to the Emergency Services Coordinator or his designee to oppose, object to, or request modification of the application, and to state whether the application, if granted, would negatively affect the ability of existing Ambulance Service License holders to continue providing services.

(e) After reviewing the application and response (if any), the Emergency Services Coordinator will identify any deficiencies or public necessities which are not being met by the existing Ambulance Service License holders. If the applicant proves by clear and convincing evidence that there is a public necessity for the services which is not being met by the existing Ambulance Service License holders, the existing Ambulance Service License holders shall be granted reasonable time to cure any deficiency or public necessity before any recommendation is given to the City Council. The duration of "reasonable time" to cure any deficiency or public necessity shall be determined by the Emergency Services Coordinator. This information along with the enumerated deficiencies shall be conveyed in writing to the existing Ambulance Service License holders.

(f) After the existing Ambulance Service License holders have had an opportunity to cure any deficiencies, or if none are identified by the Emergency Services Coordinator, the Emergency Services Coordinator or his designee will make his recommendations in writing to the City Council to grant or deny the application for the Certificate of Necessity.

(g) The City's Governing Authority will vote to grant or deny the application for a Certificate of Necessity after consideration is given to the recommendation by the Emergency Services Coordinator or his designee and any responses received by existing Ambulance Service License holders.

(h) Any applicant who is dissatisfied with the decision of the City's Governing Authority shall have the right to a hearing before the Governing Authority, which is comprised of the City Council, at a regularly scheduled meeting, if written notice of appeal is filed with the Clerk of the City Council within ten (10) days after such decision. All Ambulance Service License holders under this Ordinance shall have an opportunity to be present and to oppose, object to, or request modification of the application. This hearing shall be informal, but the applicant shall have the right to counsel, the right to present evidence and argument in support of the application, and the right to know prior to the hearing the reasons for denial or modification of the request. A written decision on any such appeal shall be mailed to the applicant within ten (10) working days of the hearing.

(i) No applicant denied a Certificate of Necessity shall make application for a Certificate of Necessity for the same type of Ambulance Service License within twelve (12) months of final denial by the City Council or final denial of appeal thereof, or until applicant has remedied any deficiencies to the satisfaction of the City Council.

Sec. 4-33. Ambulance Service License ~~Driver's, attendant's, and attendant/driver's license—Applications~~.

(a) No entity may provide emergency or routine/nonemergency ambulance services originating within the City without (i) first obtaining an Ambulance Service License issued pursuant to this Section, or (ii) being sanctioned by the Operations Contractor. The Operations Contractor shall be deemed to have an Ambulance Service License upon execution of the Operations Contract. Such license shall remain in effect until the Operations Contract is terminated.

(b) No Ambulance Service License issued pursuant to this Section shall be assignable or transferable by the entity to whom issued without written approval by the City. Any transfer of controlling interest or any delegation of responsibility for the management or delivery of ambulance services to another entity by management agreement, subcontract or other arrangement shall be deemed a transfer or assignment.

(c) An Ambulance Service License shall be issued by the Licensing Officer upon presentment of the following:

(1) A Certificate of Necessity issued to the applicant pursuant to Section 4-32 hereof.
(2) A valid ambulance service license issued by the Mississippi State Department of Health.
(3) Evidence of insurance as required by Section 4-30 herein, including original and duplicate certificates of insurance which shall indicate the types of insurance, the amount of insurance, and the expiration dates of all policies carried by the applicant, shall name the City as an additional named insured, and shall contain a statement by the issuer issuing the certificate that the policies of insurance listed thereon will not be canceled or materially altered by said insurer without thirty (30) days prior written notice received by the City.
(4) Evidence of compliance with the clinical quality of ambulance services required by Section 4-38 hereof.

(d) Ambulance Service Licenses shall be renewable annually upon continued compliance with this Ordinance.

(e) No Ambulance Service License required by this Ordinance shall be issued or continued in operation unless the Ambulance Service License holder has paid an annual license fee of one hundred dollars ($100.00). Such license fee shall become due on the first day of January each year and shall be in addition to any other license fees or charges established by proper authority and applicable to such Ambulance Service License holder or the Ambulances under its operation and control. The purpose of this license fee is not to raise revenue, but to defray expenses incurred in enforcement of this Ordinance.

(f) The application for and acceptance of an Ambulance Service License shall comprise an agreement by the Ambulance Service License holder to comply with all federal, state and local laws, rules and regulations and also any subsequent federal, state and local laws, rules and regulations. Failure to comply with all such laws, rules and regulations or the filing or providing of false or misleading information in connection with an application hereunder or with any state or local government, health care provider, medical facility or organization relating to or in connection with an application to provide ambulance service shall be grounds for termination of the Ambulance Service License.

~~**Applications for driver's, attendant's and attendant/driver's licenses required under this article shall be made to the city clerk or his designated subordinate and shall contain:**~~

~~**(1) The applicant's training and experience in the transportation and care of patients, and whether he has previously been licensed as a driver, chauffeur, attendant or attendant/driver, and if so, when and where and whether his license has ever been revoked or suspended in any jurisdiction and for what cause.**~~

~~**(2) Affidavits of good character from two (2) reputable citizens of the United States and residents of this city, who have personally known such applicant and observed his conduct during two (2) years next preceding the date of his application.**~~

~~**(3) Two (2) recent photographs of the applicant, of a size designated by the license officer, one (1) of which shall be attached by the license officer to the license.**~~

~~**(4) Such other information as the license officer shall deem reasonably necessary to a fair determination of compliance with this article.**~~

~~**(5) A certified copy of the applicant's birth certificate.**~~

~~(6) An accompanying license fee of two dollars ($2.00).~~

Sec. 4-34. Ambulance Service Permit ~~Same—Standards~~.

(a) **No Ambulance Service Provider may provide ambulance services hereunder without first obtaining an Ambulance Permit issued pursuant to the provisions of this Section ~~The license officer shall, within a reasonable time after receipt of an application as provided for herein, cause such investigation as he deems necessary to be made of the applicant for a driver's, attendant's or attendant/driver's license~~.**

(b) **No Ambulance Permit shall be assignable or transferable by the Ambulance Service Provider to which it is issued. ~~The license officer shall issue a license to a driver, attendant or attendant/driver hereunder, valid for a period to October first, unless earlier suspended, revoked or terminated, when he finds that the applicant:~~**

~~(1) Is not addicted to the use of intoxicating liquors or narcotics, and is morally fit for the position and has not been convicted of a felony;~~
~~(2) Is able to speak, read and write the English language;~~
~~(3) Has been found by a duly licensed physician, upon examination attested to on a form provided by the health officer, to be of sound physique, possessing eyesight in both eyes and corrected to at least 20/40in the better eye, and free of physical defects or diseases which might impair the ability to drive or attend an ambulance; and,~~
~~(4) For each applicant for attendant or attendant/driver's license, that such applicant possesses a valid emergency medical technician state certificate or medical/nursing license.~~

~~Provided however, that no one shall be licensed as a driver or attendant/driver unless he holds a currently valid commercial driver's license from the state.~~

(c) **The Licensing Officer shall issue Ambulance Permits for Ambulances operated by Ambulance Service Providers upon presentment of the following: ~~A license as driver, attendant or attendant/driver issued hereunder shall not be assignable or transferable.~~**

(1) An Ambulance Service License issued pursuant to this Ordinance.

(2) For each Ambulance to be permitted, a valid ambulance vehicle permit issued by the Mississippi State Department of Health in compliance with Section 4-38 hereof.

(3) A Certificate of Necessity issued to the applicant pursuant to Section 4-35 hereof, if such Ambulance Permit is for Ambulances designated in such Certificate of Necessity.

(d) **Notwithstanding anything herein, the Licensing Officer shall issue the Operations Contractor Ambulance Permits as requested. Such Ambulance Permits will expire upon termination of the Operations Contract that was in effect at the time of issuance of the Permit(s). ~~No official entry made upon a license may be defaced, removed or obliterated~~.**

Sec. 4-35. Certificate of Necessity for Additional Ambulance Permits ~~Renewal of license~~.

~~Renewal of any license under this article, upon expiring for any reason or after revocation, shall require conformance with all the requirements of this article as upon original licensing~~.

(a) Any entity issued an Ambulance Service License pursuant to this Ordinance and desiring to obtain Ambulance Permits to operate additional Ambulances shall make an application for a Certificate of Necessity for additional Ambulances to the Licensing Officer or his designee.

(b) The criteria for consideration for an application for a Certificate of Necessity for additional Ambulances shall be as follows, and the application for such Certificate of Necessity shall include the following information, verified under oath:

(1) NAME: The name and address of the applicant seeking the Certificate of Necessity, and, in the event that the applicant is a corporation, a certified copy of its articles of incorporation.

(2) EQUIPMENT & AMBULANCES: Equipment and Ambulances adequate to comply with the System Standard of Care and also adequate to fully, safely and reliably perform the services for which the Certificate of Necessity is requested. Applicant shall provide the make, type, year of manufacture, serial number, license tag number, and equipment to be carried therein for each Ambulance proposed to be operated by the applicant.

(3) PROOF OF PUBLIC NECESSITY FOR ADDITIONAL AMBULANCES: A statement of the public necessity for the additional Ambulances to be provided. No favorable recommendation shall be made for a Certificate of Necessity and no Certificate of Necessity shall be issued, unless the applicant proves by clear and convincing evidence that there is a public necessity for the additional Ambulances requested which is not being met by the existing Ambulance Service License holders, or which shall not be met within a reasonable period of time by such existing Ambulance Service License holders. The effect of any application on the ability of existing Ambulance Service License holders to continue providing services shall be a factor for consideration.

(c) No favorable recommendation shall be made, and no Certificate of Necessity shall be granted, unless an applicant meets all of the foregoing criteria, without exception.

(d) All existing Ambulance Service License holders will be given notice of the application for the Certificate of Necessity for additional Ambulances, and such Ambulance Service License holders will have twenty (20) working days from the date of notice to respond in writing to the Emergency Services Coordinator or his designee to oppose, object to, or request modification of the application, and to state whether the application, if granted, would negatively affect the ability of the existing Ambulance Service License holders to continue providing services.

(e) The Licensing Officer or his designee will make a recommendation in writing to the City Council to grant or deny the application for the Certificate of Necessity. The recommendation, if favorable, shall designate a specific number of Ambulances.

(f) The City Council will vote to grant or deny the application after consideration is given to the recommendation of the Licensing Officer or his designee and any responses received by the existing Ambulance Service License holders. If granted, the Certificate of Necessity shall designate a specific number of Ambulances for which the applicant may seek an Ambulance Permit pursuant to Section 4-34 hereof.

(g) Any applicant who is dissatisfied with the decision of the City's recommendation hall have the right to a hearing before the City's Governing Authority at a regularly scheduled meeting, if written notice of appeal is filed with the Clerk of City Council within ten (10) days after such decision. All Ambulance Service License holders shall have an opportunity to be present and to oppose, object to, or request modification of the application. This hearing shall be informal, but the applicant shall have the right to counsel, the right to present evidence and argument in support of the application, and the right to know prior to the hearing the reasons for denial or modification of the request. A written decision on any such appeal shall be mailed to the applicant within ten (10) working days of the hearing.

Sec. 4-36. Maintenance of Ambulances; Inspection ~~Revocation of license~~.

(a) **All Ambulances shall be maintained in compliance with applicable federal, state and local laws, rules and regulations ~~The license officer may, and is hereby authorized to, suspend or revoke a license issued hereunder or to decline to issue a license for failure of a licensee or applicant to comply and to maintain compliance with, or for his violation of, any applicable provisions, standards or requirements of this article, or of regulations promulgated hereunder, or of any other applicable laws or ordinances or regulations promulgated thereunder, but only after warning and such reasonable time for compliance as may be set by the license officer. After a suspension, the licensee shall have ten (10) days to make a written request for a hearing before the city council. The license officer shall, within thirty (30) days after conclusion of such hearing, serve a written decision (which shall include written findings) as to the suspension of the license. Such written decision shall be promptly transmitted to the licensee to whom it refers. Any appeal from the decision of the city council in such case shall be in accordance with applicable state law~~.**

(b) **Each Ambulance Service Provider must inspect each Ambulance every day to ascertain cleanliness and mechanical and operational worthiness for transporting Patients, Each Ambulance shall be subject to inspection at all times by the Licensing Officer. Any Ambulance found, upon inspection, to be unsafe for ambulance services or not to be in compliance with any federal, state and local laws, rules arid regulations shall have such repairs and alterations made as may be required and no Ambulance Service Provider shall operate or cause to be operated any such Ambulances until all such repairs and alterations have been completed ~~The initial, semiannual or other ambulance, equipment and premises inspection reports of the license officer herein provided for shall be prima facie evidence of compliance or noncompliance with, or violation of, the provisions, standards and requirements provided herein, and of the regulations promulgated hereunder, for the licensing of ambulances~~.**

~~(c) Upon suspension, revocation or termination of an ambulance license hereunder, such ambulance shall cease operations as such and no person shall permit such ambulance to continue operations as such. Upon suspension, revocation or termination of a driver's, attendant's or attendant/driver's license hereunder, such driver, attendant or attendant/driver shall cease to drive or attend an ambulance and no person requiring a license hereunder shall employ or permit such individual to drive or attend an ambulance.~~

Sec. 4-37. Coloring and Marking ~~Reports~~.

Each Ambulance authorized to operate within the City pursuant to this Ordinance shall bear the name of the Ambulance Service Provider and a unit number and bear coloring and marking in compliance with applicable federal, state and local laws, rules and regulations.

~~(a) Within thirty (30) days after transporting any patient within the city, or from one (1) place within the city to another place beyond its limits, the licensee of an ambulance hereunder shall file a written report with the city license officer upon such form as he may provide or prescribe, giving all information therein required and any other relevant information which such license officer may require.~~

~~(b) The provisions of subsection (a) of this section shall apply with equal force in case such patient shall die before being so transported in such ambulance or dies while being transported therein or at any time prior to the acceptance of the patient into the responsibility of the hospital or medical or other authority if the patient is still under the care or responsibility of the ambulance.~~

Sec. 4-38. Clinical Quality of Ambulance Services.

Upon the effective date of this Ordinance, every response to an Emergency Transport Call at any location within the City shall be made in an ALS Ambulance by an Ambulance Service and every Routine/Nonemergency Transport Call at any location within the City shall be made by either a BLS Ambulance or by an ALS Ambulance based on the level of medical care necessitated by the patient by an Ambulance Service.

Sec. 4-39. Prohibition Against Refusal to Transport.

It shall be a violation of this Ordinance for the EMS Lead Agency, or any other Ambulance Service Provider at the request of the EMS Lead Agency, to fail to respond to an Emergency Transport Call originating within the City where there is a Medical Necessity for the Service as defined in Section 4-26.

Sec. 4-40. First Responder and Interagency Training.

(a) The Operations Contractor is authorized to coordinate the response of all EMS First Responders and EMS public safety personnel in the City. Training and certification of said EMS First Responders and EMS public safety personnel shall be coordinated by the Operations Contractor and offered on an annual basis.

(b) It is required that the EMS Lead Agency to participate in EMS sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.

Sec. 4-41. Violations.

(a) It shall be unlawful and an offense for any person or any Ambulance Service Provider to commit any of the following acts:

(1) To perform duties as an EMS driver attendant, (EMT-Basic, EMT-Intermediate, EMT-Paramedic or pre-hospital RN or licensed physician), without a current valid certification issued by the Mississippi State Department of Health.

(2) To allow any person to work as an ambulance driver or attendant, without current valid certification issued by the Mississippi State Department of Health.

(3) To use, or cause to be used, an ambulance service other than an Ambulance Service Provider holding a valid Ambulance Service License pursuant to this Ordinance.

(4) For any person, firm or organization to respond to emergency or routine/nonemergency ambulance calls which originate within the City, other than an Ambulance Service Provider which is the holder of a valid Ambulance Service License issued pursuant to this Ordinance or with the express authorization of the Operations Contractor.

(6) To knowingly give false information to induce the dispatch of an Ambulance or First Responder.

(7) To originate transportation of a dead human body in an Ambulance which has been permitted hereunder.

(8) To operate an Ambulance in the Emergency Mode when not responding to an Emergency Transport Call in compliance with this Ordinance.

(9) For any person, firm or organization to solicit or otherwise advertise for emergency or non-emergency ambulance service other than an Ambulance Service Provider holding a valid Ambulance Service License pursuant to this Ordinance.

(b) Notwithstanding anything herein, it shall not be a violation of this Ordinance, and no Ambulance Service License shall be required if the vehicle or Ambulance is:

(1) Responding to an emergency or routine/nonemergency transport call at the request of the EMS Agency.

(2) A privately owned vehicle not used in the business of transporting Patients who are sick, injured, wounded, incapacitated or helpless.

(3) A vehicle rendering services as an Ambulance in the event of a major catastrophe or emergency when Ambulances with Permits based in the locality of the catastrophe or emergency are incapacitated or insufficient in number to render the services needed.

(4) An Ambulance transporting a Patient to a location within the City which transport originated from a point outside the City, and (ii) an Ambulance operated by the same ambulance service as above, which transports the same Patient from the original destination within the City back to the point of origin of the original transport and the Patient (or a proper representative of the Patient) specifically requests the services of said ambulance service.

(5) A vehicle engaged in the interstate transport of a Patient.

(6) An ambulance service who responds with mutual aid and permission of the Operations Contractor, so long as the response is coordinated through the EMS Dispatch Center and the EMS Lead Agency determines that the ambulance service meets or exceeds the needs of the specific patient(s).

(c) Any person convicted of violating any provisions of this Ordinance shall be punished by fine and costs not to exceed the sum of $1,000.00 for each violation.

(d) Each day that any violation of the provisions of this Ordinance is committed or permitted to continue shall constitute a separate offense.

Sec. 4-40. Suspension and Revocation.

(a) Any Ambulance Service License issued under the provisions of this Ordinance may be revoked or suspended by the City upon a finding of any one of the following:

(1) Breach or violation of any of the provisions of this Ordinance, specifically including, but not limited to, those within this Section hereof.

(2) Discontinuance of operations for more than thirty (30) days.

(3) Discrimination in providing services pursuant to this Ordinance to any person on the basis of race, creed, or color.

(4) Violation of any federal, state or local law, rule or regulation which are not correctable within thirty (30) days or are considered by competent authority to jeopardize the life or safety of any citizen served.

(5) Filing or providing false or misleading information in connection with and application hereunder or with any state or local government, health care provider, medical facility or organization relating to or in connection with an application to provide ambulance service.

(b) Failing to respond fully and timely to any reasonable request from the Licensing Officer for information relating to ambulance service provided in the City.

(c) Prior to the suspension or revocation of an Ambulance Service License hereunder, the Ambulance Service License holder shall be given thirty (30) days written notice of the proposed action to be taken by the City and shall, upon written request within ten (10) days of such notice, be entitled to a hearing before the City Council upon such hearing, the City shall find that the Ambulance Service License holder has corrected any alleged deficiencies and brought itself in compliance with the provisions of this Ordinance, such Ambulance Service License shall not be suspended or revoked.

Sec. 4-41. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. All provisions of Article II of Chapter 4 of the Code of the Ordinances of the City of Gulfport, Mississippi not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Governing Authority hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances (revising Sections 4-26 through and including 4-37 and adding Sections 4-38 through and including 4-41) regarding the provision of ambulance services. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

SECTION 6: This Ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember Sharp, seconded by Councilmember Casey, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Casey	**None**	**None**
Roland		
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 27th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

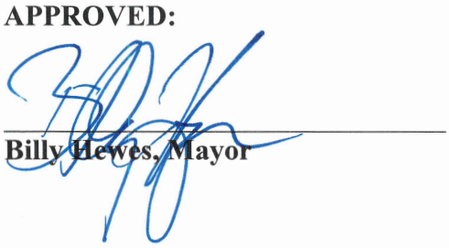
Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 28th day of February, 2024.

APPROVED:



Billy Hewes, Mayor

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 27th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AGREEMENT WITH PAFFORD AMBULANCE SERVICES OF MISSISSIPPI, LLC, FOR AMBULANCE SERVICES IN THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, from 1993 through early 2023, the provision of ambulance services within the City has been pursuant to an "Interlocal Cooperation Agreement" between and among Harrison County, Mississippi and the City and in accordance with an "Emergency Medical Services" ("EMS") District that was previously created and overseen by Harrison County; and

WHEREAS, in accordance with *Miss. Code Ann.* § 41-59-51 (Rev. 2013), as amended, the City of Gulfport's Governing Authority created an EMS District on June 20, 2023, to provide emergency hospital care and ambulance services for the area composed of all of the geographical area within Gulfport's corporate limits and under its jurisdiction; and

WHEREAS, the City of Gulfport and the other four (4) incorporated municipalities located within Harrison County, Mississippi, as well as Harrison County, recently and previously agreed to jointly participate in a consortium process to solicit proposals for emergency medical care and ambulance services, also generally referred to as "emergency medical services" ("EMS), in an effort to attempt to achieve the best pricing for the level of services unique and/or particular to each respective governmental jurisdiction; and

WHEREAS, as there are now three (3) "EMS" districts within Harrison County, one in the name of the City of Biloxi, another in the name of the City of Gulfport, and a third in the name of the County and which includes the Cities of D'Iberville, Long Beach, and Pass Christian, and the types and levels of services sought by the applicable governing authorities with respect to each of these EMS districts may be similar in some circumstances and different in

others, the three (3) EMS districts contributed to participate in the noted RFP process in an effort to achieve the types and levels of services unique or specific to their own jurisdictions at the best pricing or availability for same; and

WHEREAS, each of the three (3) EMS Districts received proposals that were responsive to the collaborative RFP and which addressed the types and levels of services unique and specific to their own jurisdictions, and each governing authority with respect to same subsequently made determinations and selections regarding what they believed was the proposal best suited for their EMS District, with the City of Gulfport's Governing Authority previously finding and determining that the proposal from Pafford Ambulance Services of Mississippi, LLC to be most responsive and best of those submitted with respect to the City of Gulfport and which Governing Authority authorized negotiation for a contract associated with the same; and

WHEREAS, the proposed Agreement between the City of Gulfport and Pafford Ambulance Services of Mississippi, LLC, is attached hereto as Exhibit "A" and approval of the same is believed to be in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed Agreement between the City of Gulfport and Pafford Ambulance Services of Mississippi, LLC, for ambulance services within the City limits of Gulfport be and it is hereby approved in substantially the same form as is found in **Exhibit "A"** to this resolution and found to be in the best interests of the City of Gulfport, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember Sharp, seconded by Councilmember Casey, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Casey	**None**	**None**
Roland		
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 27th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 28th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

STATE OF MISSISSIPPI

COUNTY OF HARRISON

AGREEMENT TO PROVIDE
ADVANCED LIFE SUPPORT AND BASIC LIFE SUPPORT
AMBULANCE SERVICES BY AND BETWEEN
CITY of GULFPORT, MISSISSIPPI
AND
PAFFORD EMS OF MISSISSIPPI, INC.

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into on this the _____ day of February, 2024, by and between the CITY OF GULFPORT, MISSISSIPPI, a municipal corporation organized and existing according to the laws of the State of Mississippi (herein the "City"), and PAFFORD EMS OF MISSISSIPPI, INC., a corporation formed and existing under the laws of the State of Mississippi and licensed to do business and doing business in the State of Mississippi ("PAFFORD"), for the purposes and on the terms and conditions, and under the authority hereinafter set out herein:

WHEREAS, in accordance with *Miss. Code Ann.* § 41-59-51 (Rev. 2013), as amended, the City of Gulfport's Governing Authority created an Emergency Medical Services District (also referred to as an "EMS District") on June 20, 2023, to provide emergency hospital care and ambulance services for the area composed of all of the geographical area within Gulfport's corporate limits and under its jurisdiction; and

WHEREAS, the City of Gulfport ("City") subsequently sought proposals for emergency medical care and ambulance services in an effort to attempt to achieve the best level of services for those requiring or needing ambulance services within the City's EMS District; and

WHEREAS, Pafford Emergency Medical Services, Inc. ("Pafford") submitted a proposal to the City in response to the City's Request for Proposals ("RFP") and which the City's Governing Authority subsequently selected for purposes of entering into an agreement for the provision of ambulance services within the City's EMS District; and

WHEREAS, the parties are now desirous of entering into an agreement whereby Pafford will provide Advanced Life Support and Basic Life Support emergency and non-emergency ambulance services within the City's EMS District subject to the terms and conditions set forth in this Agreement and any of its exhibits and addenda.

NOW THEREFORE, for the purposes hereinabove recited and for and in consideration of the promises, covenants, conditions, and benefits between the parties as herein set forth, and other good and valuable consideration, the parties agree as follows:

SECTION 1. Definitions. The following terms, acronyms, and abbreviations shall have the following meanings in this Agreement.

1.1 *Advanced EMT* (or *"AEMT"* or *"EMT-Advanced"*) – A person providing basic and limited advanced emergency care and transportation for critical and emergent patients who access the emergency medical system. This individual possesses the basic knowledge and skills necessary to provide patient care and transportation and performs interventions with the basic and advanced equipment found on ambulances. An Advanced EMT must possess a valid license issued by the State of Mississippi's applicable licensing board (the State Department of Health / Bureau of Emergency Medical Services).

1.2 *Advanced Life Support (ALS)* – Special services designed to provide definitive pre-hospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

1.3 *Agency Dispatch Date/Time* – The date and time an ambulance is notified that it has a call for service. This starts the response time calculation for compliance.

1.4 *Agreement* – Also referred to as the "Contract" – This Agreement serves as the entire agreement between and among the parties (the City and Pafford) herein.

1.5 *ALS Unit* – An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT and one EMT-P.

1.6 *Ambulance* – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated persons and capable of supporting BLS or a higher level of care.

1.7 *Ambulance Oversight Committee (AOC)* – The City may internally create this committee comprised of City staff to assist in overseeing the performance of the Contractor / Provider, including clinical and response time performance.

1.8 *Ambulance Unit* – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

1.9 *At Scene* – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate. This ends the response time calculation for compliance.

1.10 *Average Response Time* – A response time calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

1.11 *Basic Life Support (BLS)* – Special services designed to provide definitive pre-hospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, continuous positive airway pressure, naloxone, albuterol, glucometer, bandaging, airway management, oxygen, and other specified techniques and procedures as defined by state law, local medical director, and administered by authorized personnel under the direct supervision of a base hospital.

1.12 *BLS Unit* – A properly staffed ambulance to perform emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

1.13 *City* – The City of Gulfport, Mississippi.

1.14 *Computer-Aided Dispatch (CAD)* – A system consisting of associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

1.15 *Contractor* (also referred to herein as "Provider") – Pafford Emergency Medical Services, Inc. and its employees, officers, directors, managers, contractors, sub-contractors, agents, and representatives. Any subcontracting, joint ventures, or other legal arrangements made by the Contractor during this contract are the sole responsibility of the Contractor.

1.16 *Contract Administrator (or "City Emergency Services Coordinator")* – The Contract Administrator will be the single authority to act for the City under the Agreement, subject to, depending upon circumstances, the City's governing authority. As set out elsewhere herein, the Contract Administrator (and City Emergency Services Coordinator) for purposes of the Agreement with the City of Gulfport is the City's Fire Chief.

1.17 *Dispatch Authority* – Also referred to as the "Public Safety Answering Point."

1.18 *Dispatch Time* – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

1.19 *District* or *EMS District* – The Emergency Medical Services District created by the City of Gulfport, Mississippi. It is understood and agreed that the City's EMS District is described as the current geographic jurisdiction of the City of Gulfport, Mississippi, and any future expanded corporate boundaries of the City.

1.20 *Emergency* – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

1.21 *Emergency Ambulance* – Any vehicle meeting state regulatory standards that is equipped or staffed for emergency transportation.

1.22 *Emergency Call* – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an IFT where the patient's health or well-being could be compromised if the patient is held at the originating facility. A "Priority One" emergency call is any request for service for a perceived or actual life-threatening condition, as determined by dispatch personnel, in accordance with dispatch protocols, requiring immediate dispatch with the use of lights and sirens. An "emergency call" is therefore generally a "Priority One" call as this is set out and described elsewhere herein.

1.23 *Emergency Medical Dispatch (EMD)* – Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

1.24 *Emergency Medical Services (EMS)* – This refers to the full spectrum of pre-hospital care and transportation (including IFT), encompassing bystander action (e.g. CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

1.25 *EMS System* – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

1.26 *Emergency Medical Technician (EMT)* – An individual trained in all facets of basic life support according to standards prescribed by the state and who has a valid certificate issued pursuant to that code. There are three (3) levels of certified EMT's in the State of Mississippi: EMT-Basic, EMT-Advanced, and EMT-Paramedic.

1.27 *Emergency Medical Technician-Paramedic (EMT-P)* – Individual whose scope of practice to provide advanced life support is according to the State of Mississippi and whom has a valid license therefrom.

1.28 *First Responder* – An agency with equipment and staff (*e.g.*, fire engine, police car, or non-transporting unit) with personnel capable of providing appropriate first responder pre-hospital care.

1.29 *First Responder ALS (FRALS)* – Non-transport units that provide ALS level of service staffed by at least one paramedic.

1.30 *Fractile Response* – A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight (8) minutes (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, standard is most commonly used. When a 90th percentile response time standard is employed, 90 percent of the applicable calls are answered in less than eight (8) minutes, while only 10 percent take longer than eight (8) minutes.

1.31 *Interfacility Transports (IFT)* – Ambulance transports between healthcare facilities, typically non-emergency.

1.32 *Intermediate Life Support (ILS)* – Care provided by Advanced EMTs. Sometimes referred to as limited ALS care.

1.33 *Medical Priority Dispatch System (MPDS)* – A set of established protocols utilized by dispatchers to determine the level of response necessary.

1.34 *Non-Emergency Call* – Any request for service designated as non-life threatening by dispatch personnel in accordance dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens. A "non-emergency call" is generally a "Priority Two" call as set out and described elsewhere herein.

1.35 *On Scene* – The time the provider's response unit (ambulance unit) is physically at the location closest to the location of the request for service (either at the scene or staged). This must be verifiable by AVL / GIS / GPS data.

1.36 *Paramedic* – An individual trained and licensed to perform advanced life support procedures under the direction of a physician. Also known as an EMT-P.

1.37 *Priority Dispatching* – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

1.38 *Proprietary* – The information provided that is considered exempt from public disclosure defined in Mississippi's Public Records Act of 1983, as amended, *Miss. Code Ann.* § 25-61-1, *et seq.*

1.39 *Provider* – also refers to the Contractor (Pafford).

1.40 *Public Safety Answering Point (PSAP)* – A government operated facility that receives emergency calls for assistance through the 9-1-1 system or over private telephone lines. For purposes of this Agreement, the PSAP is the Gulfport Police Department's Dispatch Call Center.

1.41 *Quick Response Vehicle (QRV)* – A vehicle equipped per Medical Director protocols, but does not transport patients; often used as a FRALS unit.

1.42 *Response Time* – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

SECTION 2. Term.

2.1 This term of this Agreement shall be for a period of six (6) years commencing on March 1, 2024, and shall terminate four years thereafter on February 29, 2030. The City may extend this Agreement once for four (4) additional years on the same terms and conditions, or as modified by the City with the consent of Pafford.

SECTION 3. Services to be Provided.

3.1 Pursuant to this contract the City considers Pafford as its priority provider for ALS/BLS emergency and non-emergency ground ambulance and medical services during the term of the Agreement. Pafford will be the EMS District Lead Agency and priority provider of EMS Services in the City of Gulfport during the term of this Agreement.

3.2 Pafford's operation and provision of ambulance services will be limited to the EMS District.

3.3 Pafford will be responsible for emergency and non-emergency ambulance responses and ambulance transports requests received by the City's dispatch center on a twenty-four (24) hour basis every day of the term covered by this Agreement. The City specifically makes no promises or guarantees concerning the number of calls or transports, quantities of patients, or associated distance of transports. This contract expressly does not address or pertain to private calls made by any citizen or business directly to ambulance service providers for service. Any such calls which are not processed through the City's dispatch center are not subject to this contract.

3.4 Emergency ambulance dispatch shall be coordinated through the City's dispatch center and shall follow the guidelines set forth by the City.

3.5 Pafford shall have in place within the EMS District, six (6) fully staffed, outfitted, and equipped ALS ambulance units 24/7 every day of this Agreement with scalability up to eight (8) fully staffed, outfitted, and equipped ALS/BLS ambulance units during peak hours. This is subject to the active deployment of such unit or units outside of the EMS District during the performance of duties required by this Agreement. The ALS ambulance units shall be staffed by one (1) EMT-Paramedic and one (1) EMT- Basic per ambulance unit. In the case of unavailability of a paramedic for an ambulance, an EMT--Advanced may be utilized. The City's Fire Chief or designee shall be notified promptly of any ambulances staffed at the EMT--Advanced level.

3.6 Pafford will provide Basic Life Support (BLS) ambulance unit(s), as necessary, staffed at the EMT-Basic level to be used for non-life-threatening responses including calls so designated through emergency medical dispatch protocols, mental health transports requested by law enforcement, nursing care facilities, and inter-facility transfers. The BLS ambulance unit(s) will be available at all times to facilitate the above listed transports. Pafford shall be responsible for maintaining and coordinating all such transfers with health care facilities located within the City.

3.7 Pafford shall provide to the City one (1) non-transporting paramedic quick response vehicle (QRV) staffed by one (1) EMT-Paramedic 24 hours per day, 7 days per week.

3.8 Pafford shall provide to the City critical care transport (CCT) ambulance transports, which shall conform to the definition of "Specialty Care Transport" as defined in 42 CFR 414.605, from a general acute care facility within the City to any other general acute care hospital.

3.9 The equipment and staffing standards set forth herein are the minimum levels required and Pafford agrees that it will provide additional equipment and staffing to achieve the response time standards set forth in this Agreement and its Exhibits and addenda.

3.10 Pafford must provide a redundancy system to facilitate emergency calls when all of Pafford's ambulance service resources have been allocated to other emergency situations, regardless of the total number of ambulances required to meet this standard. Pafford shall provide any and all additional resources needed to meet the City's response criteria set forth within this Agreement.

3.11 In addition, every ambulance unit provided by Pafford for emergency response must, at all times, except authorized herein, be fully equipped with all necessary ALS equipment and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with all Mississippi State Department of Health policies and approved medical standards.

3.12 Pafford will be responsible for providing the necessary telecommunications and radio equipment and upgrades within each response unit compatible to the radio and dispatch system already being utilized at the City's dispatch center. Any use of or access to telecommunications systems is at Contractor's sole expense.

3.13 Pafford shall provide all medical re-supply items needed to re-stage each Fire Department unit operating in the City of Gulfport back to available status upon completion of an emergency call by a City Fire Department unit / vehicle.

3.14 Extrication and rescue activities will be the responsibility of the Gulfport Fire Department. Pafford is not responsible for these activities.

3.15 Pafford will be responsible for all invoicing/billing to patients who are transported. Pafford acknowledges that some of those transported may not have insurance or be able to pay. Contractor shall not engage in on-scene collection for services at the scene, enroute, or upon delivery of a patient at a receiving medical facility.

3.16 Pafford acknowledges that the City shall in no way be financially responsible to Pafford for any services provided in relation to this Agreement with the City. City police and fire personnel transported by Pafford as a result of line-of-duty injuries shall not be assessed any out-of-pocket or personal expense for such transport. Pafford shall receive income from patient charges and assume sole responsibility for the billing and collection process associated with those charges. Pafford shall not include any reference to the City on any patient billing documents, claims, and/or invoices.

3.17 Pafford will receive all requests for emergency/non-emergency ambulance service and all ALS/BLS ambulance service and all other ambulance calls received by the City's dispatch center / PSAP as follows:

(a) All 9-1-1/PSAP (public safety access point) requests for ambulance service;
(b) Ambulance transport to an emergency department from the scene of emergency, including transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facility;
(c) ALS/BLS ambulance transports from a general acute care hospital within the City to any other general acute care hospital;
(d) ALS/BLS ambulance transport from any location within the City.
(e) Critical care transport (CCT) ambulance transports, which shall conform to the definition of "Specialty Care Transport" as defined in 42 CFR 414.605, from a general acute care facility within the City to any other general acute care hospital; and,
(f) Any other patient transport call made to City's dispatch.

3.18 When a request for service is received at the City's dispatch center, the City's dispatcher will answer the request and follow approved dispatch procedures, coordinate with Pafford's designated dispatch center to provide planned pre-arrival assistance (as appropriate) and manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responders and/or EMS air transport provider agencies.

3.19 The City's dispatch center is operated by City employees under direct supervision of the City of Gulfport's Police Department.

3.20 Patients shall be transported to appropriate receiving facilities. Hospital destination is based upon patient preference and applicable EMS protocols. Critical patients are normally transported to the nearest emergency department or to a trauma center, as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time or as not to negatively affect the minimum level of ambulance coverage within the City's EMS District defined

within this Agreement. Pafford shall always maintain a minimum of five (5) ALS ambulances within the City's boundaries.

3.21 Pafford shall provide, either through ownership or by contract, air ambulance service to the City based out of Harrison County, Mississippi. Air ambulances shall not be located at a distance which would allow response times to exceed thirty minutes and zero seconds (00:30:00).

3.22 Medical helicopter service may be available to transport critical patients when ground ambulance transport time would be excessive and the patient meets helicopter transport criteria. Pafford, and not the City, shall be responsible for ensuring that the patient is transported to the appropriate receiving facility based on the patient's needs or expressed instructions in this regard. Upon transfer of patient care to a helicopter crew, the helicopter ambulance transport team shall be responsible for the patient and his or her needs or expressed instructions.

3.23 Pafford shall provide an additional transportable ambulance, as needed, to provide rapid access and patient contact to areas of the City in the event that overload occurs with all other transportable units. This additional resource can be incorporated into the redundancy system contained herein.

3.24 Contractor shall coordinate planning and resource management support for multi-jurisdictional incidents, including ESF-8 participation in Incident Action Plan development and staffing at Emergency Operations Centers upon request by the City.

3.25 Contractor shall provide emergency ambulance coverage/standby at the request of the City's Fire Department and Police Department to special functions, including, but not limited to, public school events and activities such as sporting events and games, dances, science fairs, festivals, concerts, rodeos, etc., extended fire suppression calls, hazardous material operations, and any other activity deemed necessary by the City to provide preemptive emergency medical care to the visitors, citizens, and emergency service personnel within the City.

3.26 With respect to the services it shall provide herein, Contractor shall be responsible for securing on-line and off-line medical control as defined in the Rules and Regulations of the Mississippi State Department of Health Division of Emergency Medical Services.

3.27 Contractor agrees that the conduct and appearance of its employees and staff will be professional and courteous at all times and that Contractor shall provide its current employee Policies and Procedures to the City at the time of execution of this Agreement.

3.28 Contractor agrees to make an unrelenting effort to detect and correct performance deficiencies during the life of this Agreement and to continuously assess, study,

and upgrade the performance and reliability of its entire EMS system. It is further agreed and understood that clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This process requires the highest levels of performance and reliability, and Contractor acknowledges and agrees that mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. Contractor shall provide periodic internal evaluations of its performance and shall, as requested by the City, provide such documentation as may be required for the City to perform evaluations of the Contractor's performance.

3.29 Contractor will provide the following to the City's Fire Department at no cost:

(a) jurisdictional medical control, standing orders, and protocols for all provider levels (MFR, EMT, AEMT, and Paramedic);

(b) AHA certification (BLS Provider, ACLS, PALS) to Gulfport Fire Department personnel;

(c) EMT certification (GEMS, EPC, PHTLS, AMLS, TCCC, etc.) to Gulfport Fire Department personnel;

(d) Annual State-approved EMT / AEMT / NRP refreshers for Gulfport Fire Department personnel;

(e) Education on trauma, STEMI, cardiac arrest, and stroke management to Gulfport Fire Department personnel;

(f) Participation in disaster response and mass casualty exercises with Gulfport Fire Department and other coordinating public safety agencies and military installations; and

(g) Participation in community events, including, but not limited to, bystander CPR demonstrations / education, public safety classes, "touch-a-truck" events, "stop the bleed" training, standbys, career and health fairs, etc.

3.30 Contractor shall provide $10,000 in paramedic scholarships annually to Gulfport Fire Department personnel.

3.31 Contractor shall provide regular (at least once monthly) CPR (heartsaver and BLS) classes to the public at times and on dates and at locations mutually agreeable to the City.

3.32 Contractor shall, with participation of the City, establish within ninety (90) days of execution of this Agreement a "Quality Assurance Committee," as described and set out elsewhere herein.

3.33 Contractor's Dispatch / Call Center. Contractor shall provide its own dispatch center that will receive all emergency calls from the City's 9-1-1 emergency system (the City's dispatch call center maintained and operated by the City's Police Department), and Contractor's dispatch center will be solely responsible for dispatching Contractor's ambulances and emergency vehicles as needed and required. The Contractor shall furnish, operate, maintain, and replace or upgrade all dispatch and communication equipment, radios, telephone equipment, computer aided dispatch ("CAD") system equipment, including hardware and software supporting the interface and security technology, communication infrastructure enhancements (such as CAD upgrades, mobile data terminals, automatic vehicle locators, etc.) and all other equipment and software necessary for the provision of emergency and non-emergency ALS and BLS services, and Contractor shall have in place an approved NG 911 software program or its equivalent as soon as can be accommodated but no later than twenty-one (21) days of approval of the same by Harrison County E911. All personnel employed as dispatchers shall be trained by Contractor in an appropriate manner. Contractor shall provide a CAD system to record dispatch information for all requests for services and install and maintain an interface to the City's CAD system. The Contractor shall record and maintain for a minimum of 365 days by tape or other voice recording media all radio and telephone communications with and between persons/agencies requesting ambulance service, its units, personnel, and the Contractor's EMS Communications Center, including time track. Such recordings and records shall be made available to the City upon request.

(a) Emergency Alerting Devices. The Contractor shall equip each ambulance unit with emergency alerting devices and installed radio communications equipment capable of notifying ambulance personnel of response needs. In addition, each ambulance unit shall contain at least one portable two-way radio to provide the driver or attendant with alerting and two-way communications capabilities when away from the ambulance unit.

(b) Cooperation in Upgrading City's System. The Contractor shall cooperate with the City during its planning and implementation of upgrades and enhancements to the City's dispatch and communications system.

(c) Quality Improvement Program for Dispatch and Communications. The Contractor shall develop and maintain an internal Quality Improvement (QI) program for its dispatch/communications center, which shall, at a minimum, include a mechanism for the identification and resolution of problems or potential problems related to dispatch and communications; and a dispatch/communications center QI committee that meets regularly to consider the following issues: receipt of call, compliance

with prescribed call triage guidelines, appropriate dispatch procedures, unit coverage and unit utilization, system status management plan including posting locations, all call response time elements, and crew/dispatch rapport.

3.34 Public Information and Education. Contractor shall participate in City public outreach and public education and information programs, including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the City's EMS system, injury / mortality prevention / reduction, and general health and safety promotion.

SECTION 4. Compensation.

4.1 The Contractor's sole financial compensation for services rendered under this Agreement shall be the rates billed and collected from patients and responsible third parties. The City and any local tax support shall not fund or subsidize any services provided by Contractor.

4.2 To the extent a direct payment is required by the City to Pafford in order for the City to qualify for the State EMSOF grant program (Emergency Medical Service Operating Funds) monies, the City will pay the same to Pafford but in no event shall this amount exceed $0.15 per capita, per year unless changed by the state authorities, or as changed by the State. If the City can receive credit for expenditures in furtherance of its EMS system in order to qualify for EMSOF grant monies then no direct payment will be made by the City to Pafford in this regard. All current and future EMSOF and Trauma funds authorized and/or directed for EMS in the City, will be directed and utilized by Pafford for services within the City. All current in-use equipment and supplies purchased by EMSOF funds will be made available for Pafford use in the City.

4.3 Within thirty (30) days of notification of the receipt of an EMSOF grant application, Pafford will provide to the City a detailed list of expenditures in accordance with the Mississippi EMSOF guidelines. Pafford agrees to cooperate in any manner requested by the City in applying for EMSOF funds. Further, Pafford agrees to expend said funds in accordance with application for said funds and to at all times comply with State and local requirements regarding the expenditure of said EMSOF funds. At all times during the term of this contract Pafford shall expend all subsidy and EMSOF funds for the sole purpose of enhancement of Emergency Medical Services within the City. All equipment purchased with said funds will belong to and remain in the City.

4.4 Contractor shall provide to the City a yearly accounting of all expenditures of City EMSOF funds and an inventory of and list of equipment and supplies purchased therewith.

4.5 Pafford agrees that in the event this Agreement is terminated or not renewed or expires, Pafford will donate to City and City, will retain ownership and possession of any and all equipment and other tangible items and supplies that have been purchased with City EMSOF funds (and subsidies from prior years) so that EMS in City be enhanced and maintained.

4.6 Pafford further agrees that all EMS grant funds will be expended for the provision of and enhancement of EMS Services within the City.

SECTION 5. Response Times.

5.1 It is acknowledged and understood that the City desires that persons and patients located within the EMS District be provided prompt, reliable, and effective ambulance services, and Pafford agrees to provide the same, to include 9-1-1, emergency, non-emergency, and IFT ambulance services herein. It is agreed that one measure of the type of high performance and reliable system to be provided by Contractor herein is "response times," the metrics of which are set out in this Section and further in the Exhibits hereto. It is further acknowledged that not every incident or call may require the same level of service and that response time requirements vary depending upon the types of calls for service: "Priority One" or "Emergency Calls" and "Priority Two" or "Non-Emergency Calls." Response times shall commence when the dispatch authority has delivered notification of a needed response to the Provider and conclude when the ambulance arrives on scene.

5.2 Response times shall be calculated from the moment the Contractor receives the call from dispatch ("Agency Dispatch Date/Time"), until the time the Contractor arrives on the scene with a fully functional and appropriately staffed/equipped unit(s). All response times are measured in seconds, not whole minutes. All 9-1-1 ambulance dispatch services and times will be documented under strict procedures set by the City.

5.3 The Contractor is solely responsible for being familiar with the geographic considerations applicable to the City of Gulfport.

5.4 Response Times for Priority One (1) (or emergency) Calls. Pafford's ambulance response time standards will be the following for Priority One (1) Calls:

(a) within seven (7) minutes and 59 seconds (00:07:59) for 90% of all Priority One (1) Calls; and

(b) within ten (10) minutes and 59 seconds (00:10:59) for 98% of all Priority One (1) Calls.

5.5 Response Times for Priority Two (2) (or non-emergency) Calls. Pafford's ambulance response time standards will be the following for Priority Two (2) Calls:

(a) within thirteen (13) minutes and 59 seconds (00:13:59) for 90% of all Priority Two (2) Calls; and

(b) within fourteen (14) minutes and 59 seconds (00:14:59) for 98% of all Priority Two (2) Calls.

5.6 Non-Emergency / Priority Two (2) Calls.

Contractor shall provide 24-hour, 365 days per year coverage for all non-emergency requests, as defined by medical dispatch protocols. Non-emergency is defined as any call that does not require lights and siren but must have a response due to a presumption of an urgent, but non-life-threatening, medical condition. The response may be at the BLS, ILS, or ALS level, depending on call type and EMS Medical Director policy.

5.7 Interfacility Transports (IFT).

When there is a life-threatening need for an ambulance to transfer a patient to a higher level of care (as defined by the EMS Medical Director), it will be treated as an emergency call and treated like any 9-1-1 request for service. Routine IFT shall be handled by the Contractor in a timely manner as this is acknowledged to facilitate opening hospital and emergency room beds at local hospital facilities for incoming 9-1-1 transports. Any removal of 9-1-1 resources to perform transports outside of this Agreement are at the risk of the associated response time compliance impact.

5.8 Response Time Exceptions.

On rare occasions, unusual circumstances and conditions outside of the Contractor's reasonable control can produce response times that exceed the standards. If Pafford believes that any run or group of runs should be excluded from the response time standards, a written request must be submitted to the City's Fire Chief or designee. Any requests for exemption from response time standards shall be made in writing by Contractor and submitted with the corresponding Monthly Response Time Report that is required to be submitted herein (See Sections 8 and 15 herein) along with all supporting documentation and information. If no such request is received by the associated deadline required therewith, no such request will be considered in compliance calculations. The City has the sole discretion to exempt any call and is not obligated to do so for any reason. Situations in which exemptions may be granted include: dispatch services, incorrect address, adverse weather or road conditions, vehicle problems, hospital diverts, response area obstacles (barrier

devices, raised drawbridge, thoroughfare crossing blocked by train, excessive response loads due to mass casualty incidents, etc.), etc.

SECTION 6. <u>Certifications and Standards; Contractor's staffing / personnel</u>.

6.1 Pafford shall be responsible for securing on-line and off-line medical control as defined in the Rules and Regulations of the Mississippi State Department of Health, Division of Emergency Medical Services. On-line Medical Control will be to one of the hospitals transported to on a routine basis. Off and on-line Medical Control will be available to the City of Gulfport Fire Department and other emergency response entities.

6.2 Pafford shall afford equal employment opportunities and will not discriminate based on race, color, religion, gender, age, sex, sexual orientation, physical disability, or natural origin, or any other basis prohibited by applicable law, with respect to hiring, compensation, promotion, training, or any other conditions of employment.

6.3 The conduct and appearance of Pafford's personnel must be professional and courteous at all times. Pafford shall provide its current employee Policies and Procedures to the City as well as any modification thereto when made.

6.4 Pafford must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely timely and reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. Pafford shall provide quarterly internal evaluations and shall, as requested by the City, provide such documentation as may be required for the City to perform evaluation of Pafford's performance.

6.5 Pafford shall provide the highest quality clinical care, provide a reliable EMS service at a reasonable cost to consumers, and provide the community with an operationally and financially stable system. Pafford shall be the sole provider of emergency and non-emergency ambulance services in the City.

6.6 Patient treatment and transport shall be performed in accordance with all applicable laws and regulations which may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physicians at a designated base hospital to obtain direction in management of the patient.

6.7 Pafford shall coordinate with the City Emergency Services Coordinator or designee to logistically locate emergency ambulance transporting units within the

EMS District to increase communication, accountability, and provide the maximum required response times identified within this Agreement.

6.8 The minimum ambulance crew staffing for an ALS ambulance unit will consist of one (1) EMT - Paramedic and one (1) EMT - Basic per ambulance unit.

6.9 The minimum ambulance crew staffing required for any BLS ambulance units will consist of two (2) EMT-Basic per ambulance unit.

6.10 The essential areas where performance by Pafford must be achieved include, but are not limited to, the following:

(a) Ambulance response times
(b) Ambulance equipment and supply requirements
(c) Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure
(d) Clinical performance consistent with state-approved medical standards and protocols
(e) Comprehensive quality review and improvement and compliance activities and results
(f) Accurate and timely reporting
(g) Customer and community satisfaction with the services provided
(h) Compatibility with City and its emergency service departments
(i) Restocking first responders' supplies and equipment
(j) Providing first responders with needed continuing education

6.11 Pafford shall provide to the City proof of all required permitting and licensing as required by the State of Mississippi and all agencies, departments and body politics thereof and the same must be maintained and in effect at all times.

6.12 Pafford shall comply with all applicable Medical Protocols and other requirements set forth as required by the State of Mississippi and the agencies and departments thereof and/or any political body having jurisdiction thereof.

6.13 The City shall issue an Ambulance Service License (and/or applicable permits) to Pafford within a reasonable time after the execution of this Agreement.

6.14 Pafford's personnel shall have the right and responsibility to interact directly with the medical personnel on all issues related to patient care.

6.15 Pafford shall develop and implement a comprehensive continuous quality improvement (CQI) process which will be integrated with the City's EMS system.

6.16 Pafford shall be required to transport patients from all areas of the City, in accordance with all applicable Medical Control Destination Protocols.

6.17 Pafford personnel shall be prohibited from attempting to influence a patient's destination selection other than as compelled by applicable regulation pertaining to the same and/or as outlined herein.

6.18 Pafford will open applicable training classes to all City fire, police, and emergency response personnel for continuing education purposes.

6.19 Pafford shall develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable diseases exposure. Pafford is to provide for the collection, cleaning, and/or disposal of all contaminated items. Pafford shall provide for the regular removal and disposal of biohazardous waste (needles, clothing, or equipment contaminated with blood or bodily fluids) from each Gulfport Fire Station.

6.20 Pafford is committed to coordinating with local hospitals to adequately facilitate the timely transfer of patients as to not negatively affect hospital operations.

6.21 Safety Meetings. The Contractor shall take actions necessary to minimize the risk of disease and injury to all of its employees and provide a safety and risk program that instructs all employees in safety practices and prepares them to avoid risks. The Contractor shall establish a safety committee that is representative of all departments or divisions of the Contractor's operation, with the exception of strictly administrative ones, that meets on a regular basis to review and make recommendations regarding the Contractor's operations as it applies to issues of risk and safety.

6.22 Contractor shall ensure that its personnel conduct themselves in a professional and courteous manner. The Contractor's personnel shall be competent, holders of required permits or certificates in their respective trades or professions and shall undergo background checks and drug testing as a condition of employment.

6.23 Level of Staffing; Outside Work. The Contractor is solely responsible for ensuring its level of staffing is sufficient in order to continually provide effective, expeditious, and competent professional services under this Agreement. The Contractor may do other work within the City's corporate or jurisdictional boundaries (e.g., government contract work, special event standby coverage, etc.), provided the outside work does not negatively affect the Contractor's peak load capacity, disaster readiness, and overall efficiency and does not detract from the Contractor's contractual obligations to the City herein. Requests for service and/or contractual obligations outside of the City which would draw down the Contractor's resources below 125% of peak coverage is subject to pre-approval by the City.

6.24 Additional Training and Certifications. Contractor shall further staff its ambulances and emergency vehicles with competent staff proficient with respect

to the following areas, and shall further provide needed certifications and additional / ongoing training in these fields and specialties:

(a) Mental Health First Aid (MHFA): Essential for all EMS personnel to help identify and respond appropriately to signs of mental illness and substance use disorders.

(b) Crisis Intervention Team (CIT) Training: Particularly important for personnel to safely and effectively interact with individuals experiencing mental health crises, focusing on de-escalation and appropriate referral.

(c) Psychological First Aid (PFA): The provision of early psychological care in the aftermath of a traumatic event. PFA aims to reduce the initial distress caused by traumatic events and to foster short- and long-term adaptive functioning and coping.

(d) Applied Suicide Intervention Skills Training (ASIST): The provision of this type of training prepares staff to provide suicide life-assisting, first-aid intervention.

(e) Substance Use Disorder Training: The provision of this type of training prepares staff in the handling of patients with substance use disorders, focusing on recognizing overdose signs, withdrawal symptoms, and appropriate care strategies.

(f) Autism Awareness and Interaction Training: The provision of this type of training is relevant for understanding how to effectively communicate and interact with individuals on the autism spectrum, especially during high-stress or emergency situations.

(g) Nonviolent Crisis Intervention (NCI): The provision of this type of training is to assist in preventing and de-escalating crisis situations involving aggressive or challenging behavior, providing strategies for safely defusing anxious, hostile, or violent behavior at the earliest possible stage.

(h) QPR (Question, Persuade, Refer) Training: The provision of this type of training assists in teaching staff on how to recognize a mental health emergency and how to get a person at risk the help they need.

SECTION 7. <u>Ambulance Certification and Maintenance</u>.

7.1 All ambulances shall meet the standards of licensure and certification as set forth by the Mississippi State Board of Health. The City shall issue any Ambulance

Service Permit or License to Pafford within a reasonable time after the execution of this Agreement and satisfaction of the licensure and certification standards.

7.2 Pafford shall maintain its vehicles in a good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Contractor shall make such records readily accessible and/or available to City upon receipt of notice to review the same by City. Repairs shall be accomplished, and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability. Contractor agrees that all of its vehicles and equipment shall be kept and maintained in a clean, sanitary, and safe mechanical condition at all times.

7.3 Ambulance replacement shall occur on a regular schedule and Pafford shall identify its policy for the maximum number of years and mileage that an ambulance will be retained. Ambulances exceeding the perimeters herein shall not be deployed within the EMS District.

7.4 Pafford shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment utilized by the provider will meet or exceed the minimum requirements set forth by the State of Mississippi.

7.5. The City may, but shall not be required to, inspect Pafford's ambulances and equipment at any time without prior notice. If any ambulance fails to meet the minimum in-service requirements, the same will immediately be removed from service until the deficiency is corrected. The City Emergency Services Coordinator or their designee shall submit to Pafford a list of minimum in-service requirements and shall designate those items, which are deemed critical. Within fifteen (15) days of Pafford's receipt of such list, Pafford shall provide written response to the list to the City. If no response is received, then the list shall control as to minimum in-service requirements.

7.6 Pafford shall be responsible for all maintenance of ambulances, support vehicles and on-board equipment used in the performance of its work. The City expects that all ambulances and equipment used in the performance of this Agreement will be maintained in optimal condition. Any ambulance, support vehicle and/or piece of equipment with a deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service and replaced with a functional equivalent.

7.7 The appearance of ambulances and equipment impact citizen's perceptions of the services provided. Therefore, the City requires any ambulances and equipment that have defects, including visible or even only cosmetic damage, be removed from service for repair without undue delay.

7.8 Pafford is required to ensure that its maintenance program is designed and conducted to achieve the highest standard of reliability appropriate to a modern paramedic-level ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, by developing and implementing standardized maintenance practices, and by incorporating an automated or manual maintenance program system.

7.9 All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor subcontracted services and costs of extended warranties, shall be at Pafford's expense.

7.10 List of Vehicles. Pafford shall maintain and provide to the City a complete listing of all vehicles, including reserve vehicles, used in the performance of this Agreement, including their license and vehicle identification numbers and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of vehicles used under this Agreement shall be reported to the City within ten (10) calendar days of such occurrences.

7.11 All advertising and markings on ambulance units shall emphasize the "9-1-1" emergency telephone number. The advertising of other telephone numbers for any type of emergency service is not permitted.

SECTION 8. Reports.

8.1 Pafford shall complete, maintain and provide to the City as requested, adequate records and documentation demonstrating its compliance with any portion of this Agreement and all provisions, terms, and conditions hereof. Official response time records will be determined by Pafford's Computer Aided Dispatch (CAD) system.

8.2 Pafford shall provide, within ten (10) days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the operational and response time performance stipulated herein. At the same time, Pafford shall document and report to the City Emergency Services Coordinator or their designee response time compliance and any citizen complaints (referred to herein as "Monthly Response Time Reports").

8.3 Monthly reports to be provided by Pafford to City shall include, at a minimum, the following:

(a) Operational

i. Calls and transports identified by nature (EMD code);

ii. A list by ER of each call where an ALS/BLS ambulance was dispatched and when an ALS/BLS ambulance should have responded according to City dispatch standards; and

iii. A list of each and every call where there was a failure to properly record all times necessary to determine the response time; and, for patients meeting trauma criteria, on-scene time and/or transport to hospital time.

(b) Response Time Compliance (Monthly Response Time Reports)

A list of each and every emergency call dispatched for which the Contractor did not meet the response time standard categorized by type of emergency:

i. Response area;
ii. Canceled transports; and
iii. Exception reports and resolution.

(c) Response Time Statistical Data

Within ten (10) days after the first of each calendar month, Pafford shall provide ambulance response time records to the City in a computer readable format approved by the City's Emergency Services Coordinator and suitable for statistical analysis for all ambulance responses originating from requests to the City's dispatch center. Such records shall minimally include the following data elements.

i. Unit identifier
ii. Location of call- street address
iii. Nature of call (EMD Code)
iv. Code to scene
v. Time call received by Pafford
vi. Time call dispatched by Pafford
vii. Time unit en-route
viii. Time unit on-scene
ix. Time unit en-route to hospital
x. Time unit at hospital
xi. Time unit clear and available for next call
xii. Outcome (dry run, transport)
xiii. Receiving hospital
xiv. Code to hospital
xv. Major trauma (MVC, non-MVC)
xvi. Number of patients transported
xvii. EMS incident number
xviii. Destinations for patient transports

(d) Personnel Reports

The Contractor shall provide the City with a list of paramedics currently employed by provider and shall update that list whenever there is a change. The personnel list shall include, at a minimum, the name, address, telephone number, State of Mississippi paramedic license and expiration date, ACLS expiration date, and valid Mississippi Driver's License number of each person on the list. The Contractor may be required to reserve one position on any hiring boards for the Emergency Services Coordinator or their designee if practicable.

(e) Key Performance Indicators / Benchmarks

The Contractor shall provide the City with up dated information on the status of key performance indicators and benchmarks associated with this Agreement.

i. Year to date status on key performance indicators and benchmarks set out in Exhibit "A" attached hereto.

ii. Year to date status on key performance indicators and benchmarks set out in Exhibit "B" attached hereto.

(f) Vehicle Reports

Contractor shall provide vehicle reports that include all information required to be maintained by it in Section 7, above.

(g) Reports of Citizen / Patient Complaints

On a monthly basis, the Contractor shall submit to the City a list of all complaints received from or on behalf of citizens and patients and their respective dispositions. Copies of all such complaints will also be made available by Contractor to the City upon request and production of the same will be in a format that is easily and readily readable and accessible.

(h) Quality Assurance Committee Reports

The Contractor shall provide the City with copies of all reports authored or issued by the Quality Assurance Committee set out in this Agreement.

8.4 Pafford will also provide and submit to the City precise raw data reports daily within twenty-four (24) hours after the end of the previous daily period detailing each emergency call dispatched, including the response time, response area,

canceled transports, and any exceptions, ensuring full transparency and accountability.

8.5 Pafford shall provide to the Emergency Services Coordinator or their designee such other reports and records as may be reasonably required by the Emergency Services Coordinator or their designee.

SECTION 9. Insurance and Indemnity.

9.1 Pafford shall fully indemnify and save and hold harmless the City, its employees, agents, officials, attorneys, insurers, and liability fund ("City Indemnitees") and defend them against any and all loss, cost, damage or expense whatsoever related to or arising out of any claim, demand, suit or action which may at any time be brought or made against one or more of the City Indemnitees, including, but not limited to, any related to or arising out of in any way any breach of this Contract or the subject matter of this Contract or property damage or personal injury or death resulting, in whole or part, from the acts or omissions of Pafford, its agents, employees or contractors. The foregoing indemnity obligation shall include all legal fees and all other costs and expenses incurred by the City and other indemnitees from the first notice of any claim or demand. This indemnity shall extend to all claims, demands, suits or actions whether meritorious or not. The Indemnitees must cooperate fully in defense of any claim. The Indemnitees have sole discretion over the selection of defense counsel, the defense and settlement, if any of said claims. This obligation to provide indemnity and to protect and hold harmless shall survive the expiration or termination of the Agreement regardless of type or cause.

9.2 Pafford expressly warrants that, in the event of a default under the terms of this Agreement, it will work with the City to ensure that continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Pafford acknowledges that there is a public health and safety obligation to assist the City in every effort to ensure uninterrupted and continuous service delivery in the event of a default, even if Pafford disagrees with the determination of default.

9.3 Pafford shall provide all necessary insurance and compliance documentation required to function in the State of Mississippi as a contracted ALS emergency ambulance service provider at no cost to the City. Such insurance shall include the City Indemnitees as additional insureds thereon and a waiver of subrogation in favor of the City Indemnitees.

9.4 Contractor shall maintain at its own expense at all times during the term of this Agreement the following minimum insurance coverages and limits of liability, as well as any other additional coverage requirements issued or required by the City, whether by this Agreement or any addendum thereto or any regulation or ordinance:

(a) Commercial General Liability (CGL) insurance, including:
- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

With minimum limits of liability of $1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:

$1,000,000 Personal/Advertising Injury
$2,000,000 Products/Completed Operations Aggregate
$2,000,000 General Aggregate
$1,000,000 Each accident/disease/employee Stop Gap/Employer's Liability

(b) Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of $1,000,000 CSL.

(c) Umbrella/Excess Liability insurance as may be required to demonstrate minimum CGL and Automobile Liability total limits requirement of $5,000,000, which may be satisfied with primary limits or any combination of primary and/or Umbrella/Excess limits.

(d) Medical Errors & Omissions (E&O) insurance with a minimum limit of liability of $1,000,000 each claim.

(e) Worker's Compensation covering industrial injury to Contractor's employees in accordance with the provisions of Mississippi Law.

9.5 No Limitation of Liability. The limits of liability set out in Section 9.4 herein are minimum limits of liability only and shall not be deemed to limit the liability of Contractor or any Contractor insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City shall be so for the full limits of liability maintained by Contractor, whether such limits are primary, excess, contingent or otherwise.

9.6 Minimum Security Requirement. All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Mississippi.

9.7 Self-Insurance. Any self-insured retention not fronted by an insurer must be disclosed to the City in writing. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Contractor.

9.8 The City Indemnitees shall be included as additional insureds on coverages required herein and subrogation against the City shall be waived by the Insurer(s). Pafford shall provide proof of coverage satisfactory to the City Attorney and shall provide a written outline of all proposed insurance, the name of the insurance carrier and agent, and the proposed limits to be maintained during the pendency of this Agreement.

9.9 Pafford shall furnish performance security in the amount of $500,000 in one of the following forms:

(a) A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to City; or

(b) An irrevocable letter of credit issued pursuant to this provision in a form acceptable to City and from a bank or other financial institution acceptable to City.

9.10 Contractor's Liability for Fines and Penalties. Contractor shall be responsible for, and indemnifies and agrees to hold harmless the City, its employees, officials, agents and representatives from liability or claims of liability of any kind, fines, penalties or assessments incurred as a result of or arising out of a failure to perform by Contractor under the terms of this Agreement, or violations of any governmental or agency regulations on the part of the Contractor or Contractor's employees, agents, officers or representatives, required of Contractor to be performed under this Agreement.

SECTION 10. Disaster and Emergency Preparedness.

10.1 Pafford shall be responsible for immediate recall of personnel during multi-casualty or widespread disaster and shall develop a plan for such. This plan shall include the capability of Pafford to alert off-duty personnel.

10.2. The City expects Pafford's personnel to participate in EMS sanctioned exercises and disaster drills and other interagency training in preparation for multi-casualty or widespread disaster response events.

10.3 Pafford shall provide, at no charge to City, stand-by services at the scene of an emergency incident within the City, when directed by the City's dispatch center. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Pafford shall notify the City's dispatch center when a stand-by may limit Pafford's ability to meet response time standards for the EMS District.

SECTION 11. Compliance with Local, State, and Federal Law.

11.1 All services furnished by Pafford under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules, and regulations. It shall be Pafford's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

11.2 Pafford shall be responsible for and shall hold any and all required federal, state or local permits or licenses required to perform its obligations under any agreement with the City. It shall be entirely the responsibility of Pafford to schedule and coordinate all such applications and application renewals as necessary to ensure that Pafford is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services. Pafford shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times and that all its employees are lawfully employed.

11.3 Pafford shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Pafford shall also comply with City EMS policies, procedures and protocols. Pafford is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by Medicaid and other state and federally funded programs. The primary means of Pafford's compensation under this Agreement is through fee-for-service reimbursement of patient charges.

SECTION 12. Breach of Agreement by Pafford.

12.1 Conditions and circumstances that shall constitute a material breach by Pafford, for purposes of termination, shall include, but not be limited to, any of the following:

(a) Willful failure to operate the ambulance service system in a manner which enables City or the provider to remain in substantial compliance with the requirements of the applicable Federal and State laws, rules, and regulations.

(b) Willful falsification of data supplied to City by Pafford during the course of operations, including by way of example but not by way of exclusion, patient report data, response time data, financial data, or falsification of any other data required or the repeated supplying of inaccurate data without regard to intent.

(c) Willful failure by Pafford to supply and maintain equipment in accordance with good maintenance practices as required by this Agreement.

(d) Repeated failure of Pafford to provide sufficient personnel and equipment as required by this Agreement.

(e) Failure of Pafford's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.

(f) Repeated failure of Pafford to meet response time requirements after receiving notice of non-compliance from the Emergency Services Coordinator.

(g) Repeated failure of Pafford to respond to emergency medical requests with a paramedic unit when ALS level of response is indicated by City dispatch protocol.

(h) Failure of Pafford to provide and maintain the required insurance and bond.

(i) Failure of Contractor to comply with or perform the terms, conditions, and/or provisions of this Agreement.

12.2 Pafford shall be entitled to written notice and thirty (30) days to cure any breach set forth in the preceding paragraph (Section 12.1). The City may immediately terminate this Agreement should Pafford fail to cure any such breach and fail to perform any of the obligations, conditions and circumstances as provided in the immediately preceding paragraph.

12.3 Pafford shall provide the highest levels of performance and reliability. The demonstration of effort, even diligent and well-intended effort, will not replace demonstrated performance results. Pafford shall be notified of any issues and afforded a reasonable opportunity to correct prior to termination based on such basis. The parties agree that quantifying losses arising from Pafford's delay is inherently difficult insofar as delay may impact the City's reputation or otherwise potentially subject the City to investigatory and administrative expense in responding to citizen inquiries or claims, and further stipulate that the agreed upon sums set forth in Section 15 ("Liquidated Damages") are not a penalty, but rather a reasonable measure of delay damages, based upon the parties' experience in the industry and given the nature of the losses that may result from the delay.

12.4 Notwithstanding any other provision of this Agreement, if Pafford breaches its obligation to supply ambulances which meet the minimum critical in-service requirements in accordance with the schedule provided for in this Agreement, Pafford shall pay the City $500.00 per violation for each ambulance which fails

to meet the minimum critical in-service requirements. The parties agree that quantifying losses arising from Pafford's failure to provide ambulances which meet the requirements is inherently difficult insofar as such failure may impact the City's reputation or otherwise potentially subject the City to investigatory and administrative expense in responding to citizen inquiries or claims, and further stipulate that the agreed upon sum set forth below is not a penalty, but rather a reasonable measure of delay damages, based upon the parties' experience in the industry and given the nature of the losses that may result from such failure.

SECTION 13. Breach of Agreement by the City.

13.1 Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

(a) Failure of the City to have the requisite authority to enter into this Agreement;

(b) The City, or any agency thereof makes any change in any statutes, regulations or ordinances and such change materially affects or impairs Pafford's ability to perform hereunder, or any ordinance of the City therein is deemed invalid or unenforceable and such invalidity or unenforceability materially affects or impairs Pafford's ability to perform hereunder; or

(c) Failure by the City, by its own fault, to observe or perform any covenant, warranty, term or provision of this Agreement.

13.2 Remedies. Whenever any Event of Default referred to in this Section 13 shall have occurred, each of the following remedies will be available to Pafford:

(a) Pafford, upon one hundred eighty (180) days written notice to the City, may elect to terminate this Agreement.

(b) The City, at the expiration of the one hundred eight (180) day notice period:

i. Shall receive all equipment, supplies, etc., purchased with EMS subsidy and/or EMSOF funds.

ii. Shall become the assignee of any lease (non-lease purchase) agreement for Equipment.

13.3 City shall be entitled to written notice and thirty (30) days to cure any breach set forth in this Section 13 and prior to termination based on any such breach being pursued, effected, or effectuated.

13.4 Pafford shall transfer all of its right, title and interest in and to, and the City will assume all of the incidents of ownership for the equipment, supplies, etc. purchased with EMSOF funds or subsidy.

SECTION 14. Immediate or Early Termination; Force Majeure.

14.1 This Agreement shall automatically terminate in any of the following circumstances:

(a) In the event Pafford is no longer licensed as an ambulance provider in the State of Mississippi;

(b) In the event Pafford is no longer participating in federal health care programs; and

(c) If the parties mutually agree to early termination in writing.

14.2 Either party may terminate this Agreement immediately if the other party is adjudged bankrupt or insolvent or placed in receivership or if proceedings are instituted by or against any other party for bankruptcy, insolvency, receivership or assignment for the benefit of creditors.

14.3 Force Majeure. A party ("Affected Party" within this Section) shall not be deemed in default of this Agreement, nor shall it hold the other party "Unaffected Party" within this Section) responsible for, any cessation, interruption or delay in the performance of the Affected Party's obligations due to events beyond the reasonable control of the Affected Party, including, but not limited to, civil unrest, act of God, war (whether declared or not), terrorism, armed conflict, or other similar event provided that the Affected Party relying upon this provision: (a) gives prompt written notice thereof to the Unaffected Party, and (b) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of thirty (30) days in the aggregate, the Unaffected Party may immediately terminate this Agreement upon written notice to the Affected Party.

SECTION 15. Liquidated Damages.

15.1 This Contract provides for the payment by the Contractor of liquidated damages in certain circumstances of nonperformance, deficient performance, breach, and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Nothing in this Section shall be construed to limit any remedies, including termination, provided for herein with respect to any nonperformance, deficient performance, breach, or default by the Contractor.

The Contractor shall pay liquidated damages to the City for failure to meet patient care standards and response time standards described elsewhere in this Agreement. The Contractor shall pay liquidated damages to the City for all performance failures. All payments for liquidated damages shall be payable to the "City of Gulfport, Mississippi."

(a) Contractor is required to respond to Priority One (1) calls within seven (7) minutes and fifty-nine (59) seconds (0:07:59) for 90% of all Priority One (1) Calls. On a monthly basis, Contractor shall be assessed liquidated damages at the rate of five hundred dollars ($500.00) for each one (1) percent or fraction thereof that is less than the ninety percent (90 %) standard. As an example, Contractor shall be assessed $500.00 for Priority One (1) Calls that are within the required time parameter for only 89.5% of all Priority One (1) Calls, and Contractor shall be assessed $1,000.00 for Priority One (1) Calls that are within the required time parameter for only 88.2% of all Priority One (1) Calls.

(b) Contractor is required to respond to Priority One (1) calls within ten (10) minutes and fifty-nine (59) seconds (0:10:59) for 98% of all Priority One (1) Calls. On a monthly basis, Contractor shall be assessed liquidated damages at the rate of five hundred dollars ($500.00) for each one (1) percent or fraction thereof that is less than the ninety-eight percent (98%) percent standard. As an example, Contractor shall be assessed $500.00 for Priority One (1) Calls that are within the required time parameter for only 97.2% of all Priority One (1) Calls, and Contractor shall be assessed $1,000.00 for Priority One (1) Calls that are within the required time parameter for only 96.4% of all Priority One (1) Calls.

(c) Contractor is required to respond to Priority Two (2) calls within thirteen (13) minutes and fifty-nine (59) seconds (0:13:59) for 90% of all Priority Two (2) Calls. On a monthly basis, Contractor shall be assessed liquidated damages at the rate of five hundred dollars ($500.00) for each one (1) percent or fraction thereof that is less than the ninety percent (90 %) standard. As an example, Contractor shall be assessed $500.00 for Priority Two (2) Calls that are within the required time parameter for only 89.5% of all Priority Two (2) Calls, and Contractor shall be assessed $1,000.00 for Priority Two (2) Calls that are within the required time parameter for only 88.2% of all Priority Two (2) Calls.

(d) Contractor is required to respond to Priority Two (2) calls within fourteen (14) minutes and fifty-nine (59) seconds (0:14:59) for 98% of all Priority Two (2) Calls. On a monthly basis, Contractor shall be assessed liquidated damages at the rate of five hundred dollars ($500.00) for each one (1) percent or fraction thereof that is less than

the ninety-eight percent (98%) percent standard. As an example, Contractor shall be assessed $500.00 for Priority Two (2) Calls that are within the required time parameter for only 97.2% of all Priority Two (2) Calls, and Contractor shall be assessed $1,000.00 for Priority Two (2) Calls that are within the required time parameter for only 96.4% of all Priority Two (2) Calls.

(e) Liquidated Damages for Dropping Below 125% of Peak Coverage: For any day that the Contractor fails to have adequate vehicle inventory to cover 125% of peak coverage, the Contractor shall be assessed liquidated damages at a rate of five thousand dollars ($5,000) per day.

(f) Liquidated Damages for Failure to Properly Equip/Staff Unit: Any deployed unit failing to meet the minimum required equipment, supplies and staffing shall be assessed liquidated damages as a missed call at a rate of five hundred dollars ($500.00). Such units must be immediately removed from service until the deficiency is corrected.

(g) Liquidated Damages for Failure to Furnish Required Documentation: In the event Contractor fails to furnish required information, reports, or documentation, the City shall notify the Contractor of such failure. If the Contractor does not furnish the information, report, or document within the time period specified, the City may, at its option, impose liquidated damages of one hundred dollars ($100.00) per day for each item of such information, report, or document until the requested item is provided. Such liquidated damages shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor's reasonable control.

(h) Liquidated Damages for Mechanical Failure: If an ambulance experiences a mechanical failure (breakdown) while transporting a patient to a hospital, liquidated damages of six hundred dollars ($600.00) will be assessed for each occurrence.

(i) Liquidated Damages for Failure of Crew to Report: Liquidated damages of five hundred dollars ($500.00) will be assessed for failure of an ambulance crew to report its on-scene arrival to the dispatch center.

(j) Liquidated Damages for False Report: Liquidated damages of five hundred dollars ($500.00) will be assessed for each incident where the City determines that the crew, dispatchers, or management personnel of the Contractor reported a false on-scene arrival time.

(k) Liquidated Damages for Improper Code Transport: Liquidated damages for not transporting non-emergency calls (without lights and

sirens) as required will be assessed at five hundred dollars ($500.00) per incident.

15.2 Liquidated Damages Exemptions. The Contractor may apply and the City may grant exemptions to liquidated damages resulting from situations beyond the Contractor's control that cause unavoidable delay or no response. The City shall examine each request for exemption from the Contractor, which the same shall be in writing and in a format acceptable to City, and shall take into consideration, as applicable, the Contractor's system status management plan, staffing levels, dispatch times, in-service times, traffic, street blockages, and other influencing factors. If the City determines the circumstances warrant, the City shall grant an exemption to liquidated damages resulting from the response time performance standards, with its decision to be in writing and delivered to Contractor. To be eligible for such an exemption, the Contractor shall apply for the exemption in accord with the terms of Section 5.8.

15.3 Reduced/Upgraded Response. In the event the City reduces the priority of the response from a Priority One (1) Call to a Priority Two (2) Call or upgrades the response from a Priority Two (2) Call to a Priority One (1) Call, the response shall be considered a Priority Two (2) Call for purposes of this Section 15 and liquidated damages.

15.4 Invoicing and Payment of Liquidated Damages. No more frequently than monthly and at least quarterly, the City shall invoice Contractor for any liquidated damages assessed during the prior period. The Contractor shall pay the liquidated damages within thirty (30) days of receipt of invoice. Failure to timely and fully pay liquidated damages shall be treated as and grounds for default of this Agreement. In addition, interest shall be assessed on all unpaid amounts at the rate of one and a half percent (1.5%) per month that the same is unpaid.

15.5 Appeal of Liquidated Damages Assessment. In instances when the Contractor believes that imposition of liquidated damages is unwarranted, the Contractor may appeal the decision to impose the same to the City's Chief Administrative Officer upon presentation of a written request for review of appeal to the CAO no later than the seven (7) business day following Contractor's receipt of notice of imposition of the disputed liquidated damages. The CAO shall conduct a review of the same and may, if he deems appropriate, conduct an administrative hearing on the appeal. The CAO shall issue a final decision on the appeal as quickly as reasonably practicable under the circumstances. The CAO's determination shall be in writing, provided to the Contractor in a readily and accessible format, and shall be final.

SECTION 16. Key Performance Indicators; Benchmarks.

16.1 Contractor understands and acknowledges that key performance indicators ("KPI's") and benchmarks, which are set out in Exhibits "A" and "B" attached to the Agreement hereto, are significant parts of this Agreement and of significant importance to the City, and Contractor agrees to use its best efforts to meet or exceed such KPI's and benchmarks and to work with and cooperate with the City in ensuring that key performance indicators and benchmarks are properly complied with and to attain the high level of performance and service aimed to be achieved by operation and applicability thereof.

SECTION 17. Document Retention.

17.1 Pafford shall retain all documents pertaining to this Agreement with the City for five (5) years from the end of the fiscal year following the date of service; for any further period that may be required by law; and until all Federal/State audits are complete and exceptions resolved for the Agreement period. Upon request, and except as otherwise restricted by law, Pafford shall make these records available to authorized representatives of the City, the State of Mississippi, and the United States Government in readily readable and accessible formats. Pafford will have ninety (90) days after the termination of this Agreement in which to supply the required documentation, if any, necessary to facilitate the close out of this Agreement.

SECTION 18. Community Paramedicine.

18.1 To bolster clinical outcomes for the residents of the City of Gulfport, Pafford will conceptualize and shall pursue and support a robust Community Paramedicine Program. This program will be strategically designed to optimize clinical outcomes and minimize hospital readmissions, mitigating undue strain on the healthcare infrastructure. This initiative will not only foster enhanced patient care but also work towards a sustainable and efficient healthcare ecosystem within the City. Contractor shall provide documents and/or information relative to this program in response to a request from the City seeking the same, with such responsive documents and/or information to be provided to the City by Contractor within a reasonable period of time following receipt of the City's request, with such period of time not to exceed six (6) business days unless the parties agree otherwise in writing.

SECTION 19. Quality Improvement Review / Analysis; Quality Assurance Committee.

19.1 The Contractor shall take all steps necessary to eliminate causes of poor response time performance as well as all other deficiencies in performance under this Agreement. It shall be Contractor's duty and obligation to timely and effectively determine the causes of such deficiencies and to pursue all measures needed in

order to address and remedy the same. It shall further be Contractor's duty and obligation to inform the City of all performance deficiencies (upon discovery of the same by Contractor) and to provide the City with the Contractor's review and analysis of the same. Contractor shall further provide the City with a summary of all corrective actions, measures, and remedies undertaken or pursued on its behalf in response to all deficiencies.

19.2 In addition to the quality improvement reviews described in or understood as Patient Care Performance (to be accomplished by way of, among other things, customer feedback via surveys that are to be approved in advance by the City), the reporting in Response Time Performance (Sections 5, 8, and 15 herein), "Monthly Response Time Reports," the Quality Improvement Program for Dispatch and Communications (Section 3 herein), and associated with key performance indicators and benchmarks set out in Exhibits attached hereto, the Contractor shall develop and maintain a Quality Improvement Program that includes, at a minimum, the following:

(a) Review of incident reports with the City's Fire Department (by and through its Fire Chief) and other governmental agencies to evaluate Contractor's performance;

(b) Establishment of a Quality Improvement peer review committee designed to review documentation and performance of pre-hospital care personnel; and

(c) Observation and evaluation of EMTs in the field, including patient assessment, diagnosis, protocol selection and compliance, and procedural competency.

19.3 Within ninety (90) days of execution of this Agreement, Contractor shall create a Quality Assurance Committee, whose membership will be comprised of Contractor's employees and staff from the City's Fire Department, with City Fire Department staff to be selected at the discretion of its Fire Chief and with the total membership of this Committee to be no less than six (6) and no more than twelve (12) persons, with a minimum of such membership to be two (2) City Fire Department employees. The mission of this Commission shall be to ensure that the citizens and visitors of Gulfport are receiving the highest quality prehospital emergency services possible.

SECTION 20. <u>Applicable Law and Enforcement of Rights</u>.

20.1 This Agreement shall be interpreted by and is subject to Mississippi law.

20.2 Pafford consents to the exclusive jurisdiction of the state courts of the First Judicial District of Harrison County, Mississippi in any and all actions and

proceedings between the parties hereto involving, arising out of, or relating to this Agreement.

20.3 If a party hereto institutes litigation against the other party to enforce its rights pursuant to performing the work contemplated in this Agreement or otherwise, the actual and reasonable attorney's fees and court costs as determined by a court of competent jurisdiction, shall be awarded to the prevailing party.

SECTION 21. Notice of Litigation.

21.1 Pafford shall notify City within forty-eight (48) hours of Pafford's notice of any litigation or significant potential for or threatened litigation involving Pafford.

SECTION 22. No Third-Party Beneficiaries; No Waiver of Rights or Immunities; No Joint Venture or Agency.

22.1 The parties hereto do not intend, and do not hereby create or recognize any rights which are claimed, held or to be held by any third-party and no one is a third-party beneficiary of this agreement. By entering into the agreement, the City of Gulfport does not waive its rights and immunities as a sovereign body politic and instrumentality of the State of Mississippi or political subdivision thereof. By entering into the Agreement, the City further does not recognize or enter into any joint venture or agency relationship with any party, including, but not limited to, Pafford.

22.2 It is mutually understood and agreed that in the performance of the duties and obligations of the parties to this Agreement, each party hereto is a separate and independent contractor. Neither party is the principal, agent, or representative of the other, nor will any employee of either party be considered an employee of the other party.

SECTION 23. Mutual Aid Agreements / Backup Services; Sub-Contractors.

23.1 It is understood and agreed that Contractor may in unusual or extreme emergencies, such as those occurring as a result of devastating natural or man-made disasters, need to rely on the assistance of other parties or entities in order to provide services herein and, as such, enter into agreements with such parties or entities in conjunction with the same. Contractor will present the names and identities of such parties or entities and any other information requested by the City to the City in advance of such arrangement(s) and prior to any supplemental provision of services by them and their use by Contractor for any services under this Contract is subject to written approval by the City, with such approval not to be unreasonably withheld under warranting circumstances.

23.2 The Contractor may enter into and use mutual aid agreements with other private ambulance providers to augment the Contractor's services during peak load

periods or during major emergency and disaster responses. Prior to execution of such mutual aid agreements, the Contractor shall submit the agreement to the City for review and approval.

23.3 Contractor shall also identify all services with whom it has a signed mutual aid / backup agreement for both those occasions or instances when the Contractor is agreeing to provide mutual aid / backup in other jurisdictions or EMS Districts outside of the City of Gulfport's EMS District (corporate limits) and which involves any assets that Contractor has otherwise agreed to utilize in the provision of services in Gulfport's EMS District, as well as those occasions or instances where any other person, agency, entity, or joint venture has agreed to provide mutual aid / backup for the Contractor with respect to the provision of services within Gulfport's EMS District. Such information shall also be provided to City within a reasonable period of time after receipt of a written request from the City seeking the same, with such period of time not to exceed six (6) business days and with such information to be provided in an easily readable format by the City.

SECTION 24. Transition Plan; Holdback.

24.1 In recognition of the potential adverse impact on the public's health and safety resulting from even a temporary cessation of the provision of ambulance services required under this Agreement, the parties understand and acknowledge the need for there to be an orderly transition in ambulance operations at the end of the term of this Agreement or extensions thereof. Six (6) months – one hundred and eighty (180) days - prior to the expiration of the term of the Agreement or any extension thereof, the Contractor shall present a detailed and substantive transition plan in writing to the City for approval. Such a plan shall fully address the transfer of ambulance operations to the subsequent ambulance service provider or the City as the case may be. At a minimum, the transition plan shall address the following issues and meet the following minimum requirements:

(a) The Contractor shall continue to meet all its obligations under this Agreement, including specifically, the response time standards. The transition plan shall specifically address the steps that the Contractor will take to ensure full compliance with the performance requirements of the Agreement.

(b) Unless requested by the City, the transition plan shall be based on the same operation plan that the Contractor has utilized successfully to date during the (then) term of the Agreement.

(c) Employment. The transfer plan shall address the Contractor's plans to relocate, layoff, terminate, etc. its then current work force. Recognizing that some of the Contractor's employees may seek other employment as a result of the upcoming transition, the transition plan shall address how

the Contractor intends to maintain/retain qualified personnel to meet its performance obligations under the Agreement.

(d) Records. The transition plan shall provide for an orderly transfer of all records, data, files or other information, regardless of source, kept by the Contractor arising out of this Contract to the subsequent service provider or the City. No records, data, or information, regardless of source, shall be erased, discarded, removed from the premises or modified without the specific written approval of the City. Any information, spreadsheets, or data sets which may be required by this Agreement, whether in hard copy, tape or other electronic media, shall become the property of the City at the conclusion of the Contract. Any loss or damage to such records, materials or information, for any reason, shall be replaced /recreated by the City and the cost for such restoration shall be paid by the Contractor. This requirement shall not include materials proprietary to the Contractor, except those items necessary to satisfy reporting and other requirements of this Agreement.

(e) The transition plan shall address the Contractor's plan, if any, to "wind down" its operations in anticipation of the transfer of its operations to a subsequent service provider or the City as the case may be; provided that, in no event shall the Contractor be relieved from full compliance with the performance requirements of this Agreement. The transition plan shall address the Contractor's plans, if any, to begin to reduce inventory and to terminate, assign or sublease existing equipment, vehicle, service and facility leases, contracts, and subcontracts.

(f) Vehicles. To the extent the Contractor expects to transfer vehicles, equipment and/or facilities to a subsequent service provider or the City, the transition plan shall address the schedule(s) for such transfers and the transfer of all relevant records related thereto. Such records shall include, but not be limited to, leases, contracts, maintenance records, operating manuals, warranties, financing documents, and any other documents or records related to the vehicles, equipment and/or facilities to be transferred.

24.2 The City shall have thirty (30) days to accept or reject the transition plan. In the event that the City rejects the transition plan, the City shall advise the Contractor of the changes to the transition plan that must be made by the Contractor to meet the requirements of this Section. The Contractor shall make the necessary changes to the transition plan within thirty (30) days. If the Contractor cannot or will not make the necessary changes, the City may make the changes, and the cost of the City in performing this work shall be the responsibility of the Contractor.

24.3 Both parties shall operate in accordance with the approved transition plan for the remainder of the term of the Agreement. Any approved changes to the transition plan shall be documented in writing signed by both parties.

24.4 In the event of termination of this Agreement, the City may require that the Contractor prepare a transition plan in the accordance with some or all of the requirements of this Section.

SECTION 25. Notices.

25.1 All notices, requests, demands, and other communications hereunder shall be deemed to have been fully given if delivered in hand, transmitted by facsimile or email (if followed by a copy by regular U. S. Mail within three (3) business days), or sent via certified or registered U. S. Mail:

To City:

City of Gulfport
Attention: Mayor
2309 15th Street
P.O. Box 1780
Gulfport, Mississippi 39502
bhewes@gulfport-ms.gov

With copies to:

City of Gulfport
Attention: City Attorney
2220 15th Street
Post Office Box 1780
Gulfport, Mississippi 39502
jbruni@gulfport-ms.gov

City of Gulfport
Attention: Fire Chief
Post Office Box 1780
1515 23rd Avenue
Gulfport, Mississippi 39502
bkelley@gulfport-ms.gov

To Provider / Contractor:

Pafford EMS of Mississippi, Inc.
Attention: Freddie Parker
223 Highpoint Drive
Ridgeland, Mississippi 39157
fparker@paffordems.com

With copy to:

BSS Global
Attention: Katie Bryant Snell
300 Concourse Blvd., Suite 103
Ridgeland, Mississippi 39157
katie@bssglobal.com

25.2 Either party, from time to time, may change, add to, delete and modify the address of persons to whom notices are to be sent by giving notice to the other party in the foregoing manner. Parties shall notify each other in advance if email addresses change. Notices from a party may be given by such party's attorney.

SECTION 26. Local Administrative Office.

26.1 The Contractor shall maintain an administrative office within eight (8) miles of Gulfport's City Hall (2309 15th Street, Gulfport, Mississippi 39501). This office will be established within one hundred and eighty (180) days after execution of this Agreement.

SECTION 27. Entire Agreement.

27.1 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous arrangements or understandings with respect thereto.

SECTION 28. Partial Enforceability.

28.1 If any provision of this Agreement, or the application of the Provision to any entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

SECTION 289. Modification.

29.1 This Agreement can only be modified, amended, or revised upon mutual written agreement of the parties.

SECTION 30. Assignability.

30.1 This Agreement shall be binding upon, and shall be enforceable by, and inure to the benefit of, the parties hereto. It is not assignable to any other person, entity, or party without the express written approval of the other party hereto.

SECTION 31. Remedies Cumulative; Waiver.

31.1 Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.

31.2 No covenant, term, or provision herein or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due shall constitute a waiver by the City of the breach or default of any covenant, term, provision, or condition unless otherwise expressly agreed to by the City in writing. The City's failure to insist on performance of any of the terms, provisions, or conditions herein or to exercise any right or privilege or the City's

waiver of any breach hereunder shall not thereafter waive any other term, provision, condition, or privilege, whether of the same or similar type.

SECTION 32. Headlines.

32.1 All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

SECTION 33. Authority to Enter Into Agreement.

33.1 Pafford warrants that it has the full corporate power and authority to enter into this Agreement, and its signatory below is duly and properly authorized to execute this Agreement on its behalf.

33.2 The City represents and warrants that it has the full statutory authority to enter into this Agreement, that the City has taken the necessary action to approve this Agreement, and that the Mayor is authorized to execute this Agreement on its behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, executed and delivered by its duly authorized representatives on the day and date hereinafter stated after having been first duly authorized so to act.

CITY OF GULFPORT, MISSISSIPPI	PAFFORD EMERGENCY MEDICAL SERVICES, INC.
BY: _____ MAYOR	BY: _____ ITS: _____
ATTESTED BY:	ATTESTED BY:
_____ CITY CLERK	_____ SECRETARY
_____, 2024	_____, 2024

EXHIBIT "A" TO PAFFORD EMERGENCY MEDICAL SERVICES, INC.'S AGREEMENT TO PROVIDE AMBULANCE SERVICES TO THE CITY OF GULFPORT, MISSISSIPPI

It is understood and acknowledged that the provision of ambulance services is an extremely important part of safeguarding public health and that timely, proficient, and professional service is required by the City in the promotion and preservation of health and safety in the community. These KPI's and benchmarks are designed to assist in ensuring a high level of service, compliance with standards, and continuous improvement in the provision of ambulance services provided by Pafford Emergency Medical Services, Inc., with the parties agreeing and acknowledging that these may be amended as needed in order to best address and achieve the level of service desired by the City and the standards associated with the same.

1. Response Time Metrics (Priority One (1) Emergency Calls):

   - KPI: Achieve an average response time of less than eight (8) minutes for Priority One (1) emergency calls.
   - Benchmark: Respond to Priority One (1) emergency calls in less than eight (8) minutes 90% of the time.
   - KPI: Achieve an average response time of less than eleven (11) minutes for Priority One (1) emergency calls.
   - Benchmark: Respond to Priority One (1) emergency calls in less than eleven (11) minutes 98% of the time.

2. Response Time Metrics (Priority Two (2) Emergency Calls):

   - KPI: Achieve an average response time of less than fourteen (14) minutes for Priority Two (2) emergency calls.
   - Benchmark: Respond to Priority Two (2) emergency calls in less than fourteen (14) minutes 90% of the time.
   - KPI: Achieve an average response time of less than fifteen (15) minutes for Priority Two (2) emergency calls.
   - Benchmark: Respond to Priority Two (2) emergency calls in less than fifteen (15) minutes 98% of the time.

3. On-Time Performance:

   - KPI: Ensure that ambulances arrive at the specified location within 90 % of the designated time.
   - Benchmark: Maintain a monthly average of on-time arrivals at 90 % or higher.

4. Patient Care Quality:

   - KPI: Achieve a patient satisfaction rating of 70 or above based on regular surveys.
   - Benchmark: Address and resolve at least 100 % of patient complaints within 3 days.

5. Compliance with Standards:

   - KPI: Maintain compliance with all relevant local and national medical standards and regulations.
   - Benchmark: Conduct quarterly audits to ensure 100% compliance with applicable standards.

6. Vehicle Maintenance:

   - KPI: Keep all ambulance vehicles in operational condition, with no more than 8% downtime.
   - Benchmark: Perform regular maintenance checks, addressing critical issues within 1 hour.

7. Staff Training and Certification:

   - KPI: Ensure that all ambulance staff members are certified and undergo regular training.
   - Benchmark: Maintain a 100 % certification rate and conduct 12 training sessions annually.

8. Communication Effectiveness:

   - KPI: Achieve a high rate of effective communication between ambulance staff and emergency services.

- Benchmark: Maintain a communication success rate of 95 % during emergency responses.

9. Incident Documentation:

   - KPI: Complete accurate and detailed incident reports for each call.
   - Benchmark: Submit incident reports within 96 hours of the completion of each call.

10. Equipment Availability:

    - KPI: Ensure that all necessary medical equipment is available and functional.
    - Benchmark: Regularly audit equipment availability, addressing any deficiencies promptly.

11. Community Outreach and Education:

    - KPI: Conduct 12 community outreach programs and educational sessions annually.
    - Benchmark: Increase community awareness by 10 % over the course of the contract.

EXHIBIT "B" TO PAFFORD EMERGENCY MEDICAL SERVICES, INC.'S AGREEMENT TO PROVIDE AMBULANCE SERVICES TO THE CITY OF GULFPORT, MISSISSIPPI

Measure	Directionality	FYE 2024 Actual	FYE 2025 Target
I. Embrace a supportive work environment focused on creating a safe, competent and professional workforce team. (*5 Measure records*)			
Number of Provider's vehicles involved in automobile accidents.	Down is Better		
Number of Provider's employees involved in automobile accidents while in the course of their EMS duties.	Down is Better		
Number of incidents in which an employee of Provider reported an injury at Provider's workplace or while on the job.	Down is Better		
Number of persons (not Provider employees) who reported an injury sustained as a result of any incident involving an employee of Provider while the employee was in the course of their EMS duties.	Down is Better		
Number of training classes held collectively for all of Provider's personnel on EMS protocols and procedures.	Up is Better		
II. Ensure that facilities, vehicles, equipment and processes remain capable of supporting service delivery requirements. (*4 Measure records*)			
Number of occasions (by day regardless of hours) an ambulance in the Provider's emergency vehicle fleet solely dedicated for its contract with Gulfport was not available for operation because of maintenance issues associated with vehicle or repair work to the vehicle.	Down is Better		
Percent of time ambulances in the Provider's emergency vehicle fleet solely dedicated for its contract with Gulfport were unavailable for daily operation because of maintenance or repair work	Down is Better		
Number of occasions (by day regardless of hours) a QRV vehicle in the Provider's emergency vehicle fleet solely dedicated for its contract with Gulfport was not available for operation because of maintenance issues associated with vehicle or repair work to the vehicle.	Down is Better		

Measure	Directionality	FYE 2024 Actual	FYE 2025 Target
Percent of time QRV vehicles in the Provider's emergency vehicle fleet solely dedicated for its contract with Gulfport were unavailable for daily operation because of maintenance or repair work	Down is Better		
III. Deliver timely, high quality and effective services to better serve the needs of our community. (*39 Measure records*)			
Number of EMS classes and training provided by Provider to City fire personnel.	Up is Better		
Number of EMS classes and training provided by Provider to City police personnel.	Up is Better		
Number of presentations provided to elementary, middle school and/or high school students in an organized class or setting.	Up is Better		
Number of community or public events attended by Provider's EMS staff in capacity as EMS provider and on stand-by mode.	Up is Better		
Number of seminars and/or presentations provided to community or civic groups or organizations in an organized class or setting.	Up is better		
Number of fatalities in transit or en route to medical facility destination.	Down is Better		
Number of EMS calls when a fire engine or fire rescue vehicle arrived to a call or scene prior to the Provider.			
Percent of EMS calls when a fire engine or fire rescue vehicle arrived to a call or scene prior to the Provider.			
Number of EMS calls when the Provider arrived to a call or scene prior to a fire engine or fire rescue vehicle.			
Percent of EMS calls when the Provider arrived to a call or scene prior to a fire engine or fire rescue vehicle.			
Percent of all EMS calls when an ambulance arrived in less than eleven (11) minutes.	Up is Better		
Percent of Priority one (1) calls when an ambulance arrived in less than eight (8) minutes.	Up is Better		

Measure	Directionality	FYE 2024 Actual	FYE 2025 Target
Percent of Priority one (1) calls when an ambulance arrived in less than eleven (11) minutes.	Up is Better		
Percent of Priority two (2) calls when an ambulance arrived less than fourteen (14) minutes.	Up is Better		
Percent of Priority two (2) calls when an ambulance arrived less than fifteen (15) minutes.	Up is Better		
Number of requests for exemptions to the response time metrics requested by Provider.			
Number of exemptions to the response time metrics granted / issued by the City.			
Percent of all patients who were individually identified as being transported 10 or more times during a 12 month period by the Provider.	Down is Better		
Percent of all patient transports for patients individually identified as being transported 10 or more times during a 12 month period by Provider.	Down is Better		
Percent of higher priority EMS calls when a first responding EMT arrived in less than eight (8) minutes.	Up is Better		
Percent of higher priority EMS calls when a first responding EMT arrived in eight (8) minutes or less and a Paramedic arrived in eleven (11) minutes or less.	Up is Better		
Percent of highest priority EMS calls when a first responding EMT arrived in eight (8) minutes or less and two Paramedics arrived in eleven (11) minutes or less.	Up is Better		
Percent of EMS patient transport calls when a Provider's transport unit returned to service in 30 minutes or less after arriving at a hospital with a patient.	Up is Better		
Percent of patients surveyed who indicated they "agreed" or "strongly agreed" that Provider's personnel acted courteous and respectful during an EMS call.	Up is Better		
Percent of patients surveyed who indicated they were "satisfied" or "very satisfied" with the services they received during an EMS call by Provider.	Up is Better		
Percent of EMS responses originating from a 911 request for patients who receive treatment to correct their hypoglycemia.	Up is Better		
Percent of patients overall who experienced a sudden cardiac arrest that survived to hospital discharge.	Up is Better		

Measure	Directionality	FYE 2024 Actual	FYE 2025 Target
Percent of patients who experienced a sudden cardiac arrest that survived to hospital discharge with an initial rhythm of ventricular fibrillation.	Up is Better		
Percent of patients with suspected cardiac etiology with an initial rhythm of ventricular fibrillation that survived to hospital discharge after experiencing a sudden cardiac arrest witnessed by a bystander other than 911 personnel and with CPR performed by a lay person.	Up is Better		
Percent of patients receiving CPR from a lay person, lay person family member or lay person medical provider and excluding first responders and/or EMS personnel.	Up is Better		
Percentage of EMS responses originating from a 911 request for patients less than 18 years old with primary or secondary impression of respiratory distress who had a respiratory assessment.	Up is Better		
Percent of EMS responses originating from a 911 request for patients 2-18 years of age with a diagnosis of asthma who had an aerosolized beta agonist administered.	Up is Better		
Percent of EMS responses originating from a 911 request for patients less than 18 years of age who received a weight-based medication and had an estimated weight in kilograms or length-based weight estimate documented during the EMS response.	Up is Better		
Percent of EMS responses originating from a 911 request for patients with status epilepticus who received benzodiazepine aimed at terminating their status seizure during the EMS response.	Up is Better		
Percent of EMS responses originating from a 911 request for patients suffering from a suspected stroke who had a stroke assessment performed during the EMS response.	Up is Better		
Percent of EMS responses originating from a 911 request for patients with injury who were assessed for pain.	Up is Better		
Percent of EMS transports originating from a 911 request for patients whose pain score was lowered during the EMS encounter.	Up is Better		
Percent of EMS responses originating from a 911 request for patients who meet CDC criteria for trauma and are transported to a trauma center.	Up is Better		
Percent of EMS transports originating from a 911 request during which lights and sirens were not used during patient transport.	Up is Better		