

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT
AMENDMENT NO. 2**

CITY OF CLEARWATER

2020

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

ALS FIRST RESPONDER AGREEMENT AMENDMENT NO. 2

AMENDMENT made this _____ day of _____ 2020, by and between the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special taxing district of the State of Florida ("Authority") and the CITY OF CLEARWATER, a Florida municipal corporation ("Contractor").

RECITALS

1. Contractor currently contracts with the Authority to provide Advanced Life Support (ALS) First Responder Services. The Contractor and the Authority are currently parties to a contract whereby the Contractor provides Advanced Life Support (ALS) First Responder Services for the Authority, which contract is referred to herein as the "Agreement."

2. Section 903 provides that the Agreement may be modified by written agreement duly executed by the Parties.

3. Authority and Contractor wish to expand support of the Clearwater Lifeguards through this Amendment to the Agreement in order to provide Lifeguard Basic Life Support (BLS) First Responder Services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions to be kept by the parties hereto, it is agreed as follows:

SECTION 1. DEFINITIONS

“First Aid” means emergency treatment administered to a sick or injured person before professional medical care is available.

“Lifeguard” means a person trained by the American Lifeguard Association, American Red Cross or other nationally accredited organization and certified in CPR/AED/First Aid or Emergency Medical Responder or EMT Training with the knowledge and skills needed to prevent and respond to aquatic emergencies and who supervises the safety and rescue of swimmers, surfers, and other water sports participants and may function as the primary EMS provider.

“Lifeguard BLS First Responder Services” for the purposes of this Agreement means the rapid response of a Lifeguard to the scene of a medical emergency and, if necessary, on-scene patient care by Contractor’s personnel who are: Certified EMTs, Emergency Medical Responder Course and/or personnel trained in First Aid and CPR, all in accordance with the protocols of the Authority.

SECTION 2. OBLIGATIONS OF CONTRACTOR

A. Commencing with the Effective Date hereof, Contractor shall provide Lifeguard BLS First Responder Services within Contractor’s normal Service Area. Contractor shall notify the 9-1-1 Center of each call to which it responds and to which the Contractor determines to be a medical emergency.

B. (i) Contractor shall provide Lifeguard BLS First Responder Services in accordance with the Rules and Regulations and the protocols of the then current Medical Operations Manual. Contractor shall coordinate its Lifeguard BLS First Responder Services with the provider(s) of ALS First Responder Services in the area of the call.

(ii) Contractor shall have certified: Emergency Medical Responders, first aid and CPR provider-trained personnel, or County-Certified EMTs on scene. Each of Contractor's personnel involved with patient care shall render and/or provide patient care within the scope of their training and certification.

C. Contractor shall deliver to the responding ALS provider prior to its departure from the scene, a verbal or written report of vital signs (including time taken), chief complaint, age, sex, assessment findings, interventions, performed by whom and time performed to the extent possible. A written or electronic report must be completed for all responses received from the 9-1-1 Center. In accordance with Florida and Federal law, patient care information is to be kept confidential. Contractor shall comply with the requirements of the Federal Law and Regulations known as HIPAA and will conduct themselves according to the Business Associate Agreement attached hereto.

D. Contractor shall comply with the supply and inventory control procedures of the Authority.

E. Contractor shall provide notice to the Authority of appropriate training opportunities which may occur.

F. Contractor shall adhere to and assist in the Quality Assurance Program as established by the Medical Director.

G. Contractor shall comply at all times with the Authority's protocol for on-scene control of patient care.

H. Contractor shall comply and cooperate fully with the Executive Director and the Medical Director, or their designees, in medical audits and investigations of complaints.

I. Contractor shall allow the Authority, the Executive Director or his designee and the Medical Director to inspect equipment, First Responder Units, First Responder Station premises and records as may be reasonably required to determine compliance with this Contract.

J. Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. The Contractor shall address and correct any departures from this standard of conduct.

SECTION 3. OBLIGATIONS OF AUTHORITY

A. Authority shall provide, or cause to be provided, Medical Direction and Medical Control to the Contractor.

B. Authority shall provide notice to Contractor of training opportunities and Continuing Medical Education for Contractor's County-Certified personnel to attend.

C. Authority shall supply reasonable amounts of BLS medical supplies for Contractor to carry out duties under this Agreement.

D. Authority shall provide radios and paging equipment sufficient to carry out duties under this agreement. At a minimum, the Authority will provide two (2) pagers, and one (1) portable radio.

SECTION 4. DISPATCH PROTOCOLS

Contractor will respond to medical emergencies when dispatched by the 9-1-1 Center, unless uncontrollable circumstances exist, i.e., extreme weather.

Contractor will be dispatched to all life-threatening emergencies unless the potential for violence or other unsafe situation exists.

Contractor will communicate with EMS communications on an assigned channel/frequency and will do so in radio language which complies with current local practice and pertinent FCC mandates. All communications will be done in compliance with Florida regulations governing emergency response agencies.

Communications between Contractor and providers of ALS First Responder Services should be done only when the patient and/or scene is unstable, or when other vital information needs to be transmitted which will affect the outcome of the patient or the safety of the responding personnel. Contractor will notify the 9-1-1 Center in advance of any periods the Contractor knows it will be out of service.

SECTION 5. ON-SCENE DUTIES AND RESPONSIBILITIES

Upon arrival at an emergency scene, Contractor shall assess scene safety and determine whether it is feasible to enter. If the scene is not safe, Contractor shall retreat to safety and notify other responding emergency units of the unsafe situation and request appropriate assistance. If the scene is safe, Contractor shall begin assessment of the patient(s); when indicated, maintain ABCs and spinal immobilization during assessment, and follow universal precautions. All care on scene shall be rendered in accordance with the protocols of the Medical Operations Manual.

Upon determination of the patient(s) status, Contractor shall report to the providers of ALS First Responder Services if conditions exist which make it important to do so. If the patient(s) and scene are stable, Contractor shall continue with basic life support according to their level of training and the indicated need and provide a report to the providers of ALS First Responder Services upon their arrival. Contractor shall

bring patient(s) to an agreed-to meeting place to release patient(s) to providers of ALS First Responder Services.

SECTION 6. TERM AND TERMINATION

The term of this Agreement shall run concurrent with the ALS First Responder Agreement entered into by the parties which ends at midnight on September 30, 2024.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Amendment to Agreement to be executed on this _____ day of _____, 2020.

WITNESS:

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through the County Administrator

by: _____

by: _____

Barry A. Burton
County Administrator

Countersigned:

CITY OF CLEARWATER, FLORIDA

by: _____

Frank Hibbard
Mayor

by: _____

William B. Horne II
City Manager

Approved as to form:

Attest:

by: _____

Matthew Smith
Assistant City Attorney

by: _____

Rosemarie Call
City Clerk