

**AGREEMENT TO PROVIDE  
ADVANCED LIFE SUPPORT AND BASIC LIFE SUPPORT AMBULANCE SERVICES  
BY AND BETWEEN  
HANCOCK COUNTY, MISSISSIPPI  
AND  
PAFFORD EMS OF MISSISSIPPI INC.**

**PURPOSE:** The herein below contract represents an Agreement between the Hancock County Mississippi ("County"), and Pafford EMS of Mississippi Inc. ("Pafford"), for the provision of Advanced Life Support (ALS) and Basic Life Support (BLS) emergency and non-emergency services by Pafford to Hancock County according to the terms, conditions, obligations and considerations as enumerated below:

**A. TERM:** This term of this Agreement shall be for a period of four (4) years commencing on May 24, 2024, and shall terminate four (4) years thereafter on May 23, 2028. The County may extend this Agreement once for four (4) additional years on the same terms and conditions, or as modified by the County with the consent of Pafford. Pafford acknowledges and understands that the County cannot bind successor boards to this agreement, and any such successor Board of Supervisors may void this Agreement without any recourse therefrom by Pafford.

**B. OPERATIONS:**

1. Pursuant to this contract Hancock County considers Pafford as its exclusive provider for ALS/BLS emergency and non-emergency ground ambulance and medical services during the term of the Agreement. Pafford will be the County's Lead Agency and exclusive provider of EMS Services in the County during the term of the contract.
2. The operation of the ambulance service will be limited to Hancock County, described as the current geographic jurisdiction of the Hancock County, Mississippi—including both its incorporated municipalities and unincorporated areas—and any future expanded boundaries of the County.
3. Pafford will be responsible for emergency and non-emergency ambulance responses and ambulance transports requests received by the County's dispatch center on a twenty-four (24) hour basis every day of the term covered by this Agreement. The County specifically makes no promises or guarantees concerning the number of calls or transports, quantities of patients, or associated distance of transports. This Agreement expressly does not address or pertain to private calls made by any citizen or business directly to ambulance service providers for service, as any such calls are not processed through the County's dispatch center.
4. Emergency ambulance dispatch shall be coordinated through the County's dispatch center and shall follow the guidelines set forth by the County.
5. Pafford shall have in place and shall stage within the County, a minimum of three (3) to four (4) fully staffed, outfitted, and equipped ALS ambulance units for all twenty-

four (24) hours of every day of this Agreement. The ALS ambulance units shall be staffed by one (1) NREMT-Paramedic and one (1) NREMT- Basic per ambulance unit. These units shall be used exclusively for the County for services pursuant to this Agreement.

6. Pafford will provide Basic Life Support (BLS) ambulance unit(s), as necessary, staffed by two (2) EMT-Basics and/or one (1) EMT-Basic and one (1) EMS/EMR driver to be utilized in response to requests for mental health transports 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 County.
7. Pafford shall provide to the County one (1) non-transporting paramedic quick response vehicle ("QRV") staffed by one (1) NREMT-Paramedic twenty-four (24) hours per day, seven (7) days per week throughout the term of this Agreement. This unit shall be used exclusively for the County for services pursuant to this Agreement.
3. If necessity dictates, Pafford shall provide to the County a critical care transport (CCT) ambulance, 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 County to any other general acute care hospital.
2. The equipment and staffing standards set forth above are the minimum levels required and Pafford agrees that, if reasonably necessary, upon request it will provide additional equipment and staffing to achieve the response time standards set forth herein.
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 in the County, regardless of the total number of ambulances required to meet this standard. Pafford shall provide any and all additional resources needed to meet the County's response criteria set forth within this Agreement. Pafford will provide additional ambulance(s) to transport patient(s), as needed, to provide rapid access and patient contact to areas of the County in the event that all other patient transport units are in use. This additional resource can be incorporated into the redundancy system contained herein.
1. In addition, every ambulance unit provided by Pafford for emergency response must, at all times be fully equipped with all necessary ALS equipment and staffed to operate at the Advanced Life Support Paramedic level on all emergency ambulance responses, including immediate and urgent services. Clinical performance must be consistent with all Mississippi State Department of Health policies and approved medical standards.
2. Pafford will be responsible for providing the necessary radio equipment and upgrades within each response unit compatible with the radio and dispatch system already being utilized at the County's dispatch center. Pafford shall communicate with the Hancock County E-911 Commission on all matters pertaining to the radio system.

13. Pafford shall replace all disposable medical equipment and supplies used by the police fire, and organized rescue units on ambulance calls within the service area on a one-for-one basis with an equally comparable product (with the exception of PPE). Pafford further agrees, to the extent allowed by state and federal law or regulation, to provide medical oxygen through an oxygen cylinder exchange for fire departments.
14. Extrication and rescue activities will be the responsibility of the City and County fire departments. Pafford is not responsible for these activities and shall have no liability related thereto. Should extrication or rescue activities prevent Pafford from immediately rendering patient care, Pafford shall work directly with the on-scene incident commander to ensure care is rendered as quickly as possible without undue delay.
15. Pafford will be responsible for determining all billing, charging, invoicing, collecting and retaining of fees and charges for the provision of ambulance services. Each call will be answered, regardless of the person's ability to pay, and service will be provided to the nearest, most appropriate healthcare facility or to the facility of a patient's choice, where appropriate, pursuant to State approved protocols. Pafford acknowledges and agrees that Hancock County and/or the E-911 Commission shall not be responsible for the indebtedness or bear any liability of patients or persons requesting services. Pafford shall not include any reference to the County on any patient billing documents, claims, and/or invoices.
6. Pafford acknowledges that the County shall in no way be financially responsible to Pafford for any services provided in relation to this Agreement with the County.
7. Pafford will receive all requests for emergency/non-emergency ambulance services, all ALS/BLS ambulance services and all other ambulance calls received by the County's dispatch center, any healthcare facility, resident and/or business for:
  - 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 County to any other general acute care hospital;
  - d. ALS/BLS ambulance transport from any location within the County; 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 County to any other general acute care hospital; and
  - e. Any other patient transport call made to County's dispatch.

18. The County will require that all calls received by its dispatch center for ambulance service, including those listed in paragraph 17 above, shall be transferred to Pafford's control center (the "EMS Control Center"). If Pafford's EMS Control Center is located outside of Hancock County for any period of time, and it becomes unable to communicate with Hancock County Public Safety Answering Points, Pafford ambulances located in the County during a major natural disaster, or experiences downed communication for more than a twenty-four (24) hour period, Pafford agrees to provide and operate a local EMS Control Center (i.e. mobile dispatch unit) within the County until such time that communications are re-established with the EMS Control Center. When a request for service is received at the County's dispatch center the County's dispatcher will answer the request and follow approved dispatch procedures to coordinate the call's transfer to 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 including, when appropriate, the notification of non-transport first responders and/or EMS air transport provider agencies. No calls for medically necessary emergency ambulance or transport services will be refused by any Party hereto because of the nature of the request.
19. The County's dispatch center is operated by County employees under direct supervision of Hancock County E-911 Commission. The County shall use its best efforts to require that all 911 calls be recorded and such recordings may be made available to Pafford upon its request and as allowed by state law. Pafford shall use its best efforts to require that all 911 calls be recorded and that such recordings be made available to the County and/or designated representatives subject to Miss. Code. Ann. § 19-5-319. It shall be Pafford's sole responsibility to ensure that its EMS Control Center is properly trunked, connected, and interfaced into the County's E911 system. Pafford warrants and represents that the citizens of the County will experience no failures in communications resulting from lack of compatibility or arising out of incompatibility or improper connections. It is understood and agreed that it is Pafford's sole responsibility, at its sole expense, to achieve compatibility between Pafford's current system and County's current system, including, but not limited to, the use of Automatic Number Identification/Automatic Location Identification (ANI/ALI) to dispatch, when system capabilities are in place and online. Pafford shall be responsible for any upgrades to its 911 equipment required in order to maintain compatibility with the Hancock County 911 system. Pafford will establish and maintain interoperable radio communications with first responder agencies in the County. Radio equipment will be provided by Pafford.
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 County defined within this Agreement.

21. Pafford shall provide, whether personally or through contract, air ambulance services to the County. In maintaining or obtaining air ambulance services, Pafford shall use its best efforts to ensure response times do not exceed thirty minutes and zero seconds (30:00); however, County recognizes that Pafford has limited control of air ambulance services when faced with weather, acts of God, state and federal flight protocols, and limitation of resources.
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 County, shall be responsible for ensuring that the patient is transported to the appropriate receiving facility based on the patient's needs or applicable state approved protocols.
23. Pafford shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement with the County.
24. Pafford agrees, when available, to stage ground ambulance stand-by as part of their operations without any additional consideration for public events sponsored by the County or any covered municipality, or school districts within the geographical boundaries of the County, including properties owned by the County and/or other public agencies within the County. Upon request and acceptance, Pafford agrees to provide such other stand-by service as is requested within the County for private events for which there will be a fee. Additionally, Pafford agrees to pay for American Heart Association cards for local first responders who complete an approved class.
25. To facilitate EMS/Medical coordination during large-scale emergencies or disasters, Pafford will designate and train two (2) EOC ESF 8 Coordinators, one (1) of which will be the primary coordinator, who will work at the EOC when operational for disasters, catastrophic events, and other applicable emergencies requiring the EOC operation for matters impacting Hancock County.
26. Pafford agrees to provide ambulance service that is medically necessary to County and Municipality prisoners under the custody of the County Sheriff or of a municipality. Pafford shall bill the insurance or appropriate payor source of transported prisoners at the lowest rate authorized by state and federal law. Pafford will use reasonable efforts to be an "in-network" emergency medical services provider with the County's current health plan. In the event that the County changes health plans, Pafford will use reasonable efforts to negotiate and enter into an "in-network" emergency medical services provider agreement, subject to Pafford and the health plan negotiating mutually acceptable terms, conditions and rates. If Pafford at any time becomes an "out-of-network" emergency medical services provider with the County's current health plan, Pafford shall provide the County with written notice within ten (10) days of Pafford becoming "out-of-network".

27. The Hancock County Emergency Management Director shall be in charge of scheduling all Medical Classes for Hancock County and shall coordinate with Pafford to provide, at least, an annual EMR and EMT Training/Classes and EMR and EMT Refresher Classes in Hancock County for the general public at no cost to the County or participants. Hancock County Fire Department First Responders and Hancock County Law Enforcement First Responders will be given enrollment priority in all EMT and EMR training classes. Enrollment is subject to didactic and clinical availability. Pafford will coordinate a mass CPR and First Aid training event every year that will be open to the general public on the Mississippi Gulf Coast. All CPR training shall be of the guidelines of the American Heart Association. Pafford may use KPIs to provide targeted community education. American Heart Association CPR cards will be afforded to first responders to no cost to first responder or County. Pafford will provide community CPR classes to promote greater awareness of the signs and symptoms of STEMI or cardiac arrest, and educate on the proper responses.
28. Pafford's Physician Medical Director will provide Jurisdictional Medical Control (JMC) Authorization to all sanctioned and qualified Hancock County First Responders through the term of this Agreement. This shall include but not be limited to provision of first-responder protocols, medical direction, and will allow such organizations to perform medical aid. Pafford shall also provide oversight to Hancock County clinical operations.

### **C. SUBSIDY:**

1. Pafford will provide the required services as listed without a direct subsidy or payment from the County, except that to the extent a direct payment is required by the County to Pafford in order for the County to qualify for the State EMSOF grant program (Emergency Medical Service Operating Funds) monies as stated in Miss. Code Ann. §41-59-61. Pafford agrees to cooperate with the County in any manner regarding the EMSOF Funds and further agrees all EMS grant funds will be expended for the provision and enhancement of EMS Services within the County.
2. Pafford acknowledges that—other than the EMSOF funds referenced in the above paragraph—the County and its municipalities shall be in no other way financially responsible to Pafford for any services provided in relation to this Agreement. The County agrees to pay the same to Pafford but in no event shall this amount exceed fifteen cents (\$0.15) per capita, per year unless changed by state authorities. Within thirty (30) days of notification of the receipt of EMSOF grant application, the County will provide Pafford a detailed list of expenditures in accordance with the Mississippi EMSOF guidelines and provide a yearly accounting of all expenditures of County EMSOF funds and an inventory of and list of equipment and supplies purchased therewith.
3. At all times during the term of this Agreement, all current and future EMSOF and Trauma Funds shall be utilized at the discretion of the County for the purpose of enhancing the provision of emergency medical care within the County in accordance with the EMS state statutes, rules, and regulations. The County agrees to expend said

funds in accordance with application for said funds and the County EMA Director shall determine how the funds are expended. All current in-use equipment and supplies purchased by EMSOF funds will remain with the County.

4. Pafford agrees that in the event the contract for provision of Ambulance Services is terminated, not renewed or expires, Pafford will return to the County any and all equipment, other tangible item, and supplies that have been purchased with County EMSOF funds, and the County will retain ownership and possession of all aforementioned items so that EMS in the County can be enhanced and maintained.

#### **D. RESPONSE TIMES:**

1. Pafford's ambulance response time standards will be:
  - Urban Response Zones to include the cities of Bay Saint Louis, Waveland, and Diamondhead (incorporated) 10:00 minutes with 85% reliability; and
  - Rural Response Zones (unincorporated) 17:00 minutes with 85% reliability.
2. Response Time Exceptions:

Response time exceptions shall be reviewed and approved by the County's Emergency Management Director or designee upon each monthly response review process and shall consist of the following exceptions:

  - a. Adverse and/or extreme weather conditions;
  - b. Excessive traffic events due to in and outbound accidents that impede transport
  - c. Caller misinformation;
  - d. Thoroughfare crossings blocked by trains or raised drawbridges;
  - e. Excessive response loads due to mass casualty incidents;
  - f. Excessive ER wait times.
3. Pafford shall, within fifteen days of completion of any monthly reporting, provide to the EMA Director a list of requested exceptions for that prior monthly period as well as any documentation supporting the exception, which shall include all information to demonstrate the applicability of the exception. It shall be at all times Pafford's obligation to meet its burden of clearly demonstrating the applicability of an exception. Upon review, the EMA Director, in consult with the County Administrator, may accept or reject the exception based on the evidence submitted by Pafford. Pafford may appeal any denial to the Board of Supervisors through written submission within fifteen days of any denial. The Board of Supervisors' final decision of any appeal shall be final and binding without any right of appeal therefrom.

#### **1. CERTIFICATIONS AND STANDARDS:**

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 County and other emergency response entities.

2. Pafford shall afford equal employment opportunities and shall 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.
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 County.
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 County, provide such documentation as may be required for the County to perform evaluation of Pafford's performance.
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 County.
5. 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.
7. Pafford shall coordinate with the County Emergency Management Director or designee to logistically locate emergency ambulance transporting units at the County's strategically located Fire Stations to increase communication, accountability, and provide the maximum required response times listed within this Agreement.
8. The minimum ambulance crew staffing for an ALS ambulance unit will consist of one (1) NREMT - Paramedic and one (1) NREMT - Basic per ambulance unit.
9. The minimum ambulance crew staffing required for any BLS ambulance units will consist of at least two (2) EMT-Basic and/or one (1) EMT-Basic and one (1) EMS/EMR driver per ambulance unit.
10. The essential areas where performance by Pafford must be achieved include but are not limited to:
  - a. Ambulance response times

- b. Ambulance equipment and supply requirements
  - c. Ambulance staffing levels including personnel with current and appropriate level of certification/licensure
  - d. Clinical performance consistent with state-approved medical standards and protocols
  - e. Comprehensive quality improvement and compliance activities and results
  - f. Accurate and timely reporting
  - g. Customer and community satisfaction with the services provided
  - h. Compatibility with County and its emergency service departments
  - i. Restocking first responders supplies and equipment
  - j. Providing first responders with needed continuing education
1. Pafford shall provide to the County 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.
  2. 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.
  3. The County shall issue an Ambulance Service License to Pafford within a reasonable time after the execution of this Agreement.
  4. Pafford's personnel shall have the right and responsibility to interact directly with the medical personnel on all issues related to patient care.
  5. Pafford shall develop and implement a comprehensive continuous quality improvement (CQI) process which will be integrated with the County's EMS system.
  6. Pafford shall be required to transport patients from all areas of the County, in accordance with all applicable Medical Control Destination Protocols.
  7. 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.
  8. Pafford will open applicable training classes to all County and City fire, police, and emergency response personnel for continuing education purposes.
  9. 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 County properties.
  10. No person shall provide services for Pafford in any capacity on an emergency or non-emergency response vehicle unless he is in compliance with State and Federal requirements. No person shall provide services for Pafford in any capacity without

holding a valid certification of cardiopulmonary resuscitation issued by the American Heart Association. Within a reasonable amount of time upon request, Pafford shall provide 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. Pafford shall, at all times under penalty of revocation, certify that all persons serving on said ambulance meets the following qualifications: the caregiver is a person of at least eighteen (18) years of age; the caregiver is an Emergency Medical Technician who meets all State Certification Requirements and is in good standing with state requirements; for employees operating an ambulance, they shall have been issued and be in possession of a valid driver's license for the operation of said vehicle as required by the State of Mississippi. Additionally, Pafford shall at all times certify, under the penalty of permit revocation, that all drivers of its ambulances meet the following criteria: the driver is a person of at least eighteen (18) years of age; the driver is in compliance with State and Federal requirements; and the staffing standards set forth above are the minimum levels required and Pafford agrees that, if reasonably necessary, upon request it will provide additional staffing to achieve the response time standards set forth herein.

#### **F. AMBULANCE CERTIFICATION AND MAINTENANCE**

1. All ambulances shall meet the standards of licensure and certification as set forth by the Mississippi State Board of Health. The County shall issue an Ambulance Service Permits to Pafford within a reasonable time after the execution of this Agreement and satisfaction of the licensure and certification standards.
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. Repairs shall be accomplished, and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.
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 County.
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.
5. The County 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 County 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, it shall provide written confirmation or objection to the items contained in the list. If no response is received, then the list shall control as to minimum in-service requirements.

6. Pafford shall be responsible for all maintenance of ambulances, support vehicles and on-board equipment used in the performance of its work. 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. The appearance of ambulances and equipment impact citizen's perceptions of the services provided. Therefore, the County requires any ambulances and equipment that have defects, including visible but only cosmetic damage, be removed from service for repair without undue delay.
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.
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.
10. **REPORTS:** Pafford shall complete, maintain and provide to the County as requested, adequate records and documentation demonstrating its compliance with any portion of this Agreement. Official response time records will be determined by Pafford's Computer Aided Dispatch (CAD) system.
  1. 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 County Emergency Services Coordinator or their designee response time compliance and any citizen complaints. Concerning reporting of Response Time information, Pafford shall provide that information that includes individualized reports for each of the three municipalities for Zone 1 and for Zone 2.
  2. Reports shall include, at a minimum:
    - 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 County 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 patient meeting trauma criteria, on-scene time and/or transport to hospital time.

b. Response Time Compliance

A list of each and every emergency call dispatched for which the provider 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 (10) working days following the last day of each month, Pafford shall provide ambulance response time records to the County in a computer readable format approved by the County Emergency Services Coordinator and suitable for statistical analysis for all ambulance responses originating from requests to the County's dispatch center. Such records shall include the following data elements:

- 1. Unit identifier;
- 2. Location of call- street address;
- 3. Nature of call (EMD Code);
- 4. Code to scene;
- 5. Time call received by Pafford;
- 6. Time call dispatched by Pafford;
- 7. Time unit en-route;
- 8. Time unit on-scene;
- 9. Time unit en-route to hospital;
- 10. Time unit at hospital;
- 11. Time unit clear and available for next call;
- 12. Outcome (dry run, transport);
- 13. Receiving hospital;
- 14. Code to hospital;
- 15. Major trauma (MVC, non-MVC);
- 16. Number of patients transported; and
- 17. EMS incident number.

d. Personnel Reports

The provider shall provide the County 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 provider may be required to reserve one position on any hiring boards for the County's Emergency Services Coordinator or their designee if practicable.

3. Pafford will submit 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.
4. Pafford shall provide to the County Emergency Services Coordinator or their designee such other reports and records as may be reasonably required by the Emergency Services Coordinator or their designee.

#### **H. INSURANCE AND INDEMNITY**

1. Pafford shall indemnify and save harmless the County, the Hancock County E911 Commission, the Cities of Bay Saint Louis, Diamondhead, and Waveland, and its employees, agents, officials, attorneys, insurers, and liability fund ("County Indemnitees"), against any 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 (1) or more of the County Indemnitees, including but not limited to related to or arising out of, in any way, any breach of this Agreement or the subject matter thereof, 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 County 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 County Indemnitees must cooperate fully in defense of any claim. The County Indemnitees have sole discretion over the selection of defense counsel, the defense and settlement, if any of said claims. The obligation to provide indemnity shall survive the expiration or termination of the Agreement.
2. Pafford expressly warrants that, in the event of a default under the terms of this Agreement, it will work with the County 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 County 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.
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 County. Such insurance shall include the County

Indemnitees as an additional insured thereon and a waiver of subrogation in favor of the County Indemnitees.

4. Pafford shall maintain adequate liability and errors and omissions insurance, general liability insurance, automobile liability insurance, and medical liability insurance insuring against its actions with minimum limits of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate, and such other insurance such as Workers' Compensation insurance as required by law and shall provide proof of such at the time this Agreement is executed. The County Indemnitees shall be included as an additional insured thereon and subrogation against the County shall be waived by the Insurer(s). Pafford shall provide proof of coverage satisfactory to the County 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. The term of such insurance policies shall be for a period of not less than one (1) year. Proof of insurance must be provided on an annual basis. Pafford shall furnish the County with a waiver of subrogation against any and all claims for damages or liability to the extent arising from their operations within the County. The insurance provided shall be from an insurance company qualified to do business in the State of Mississippi.

#### **DISASTER AND EMERGENCY PREPAREDNESS**

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.
2. The County expects Pafford's personnel to participate in County sanctioned disaster exercises and disaster drills and other interagency training in preparation for multi-casualty or widespread disaster response events.
3. Pafford shall provide, at no charge to County, stand-by services at the scene of an emergency incident within the County and at the County Emergency Operations Center during a declared disaster or emergency, when directed by the County'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 County's dispatch center when a stand-by may limit Pafford's ability to meet response time standards for the County.

#### **COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAW**

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 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.
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 County. 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 license; 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.

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 County 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.

#### **K. BREACH OF AGREEMENT BY PAFFORD**

1. Conditions and circumstances that shall constitute a material breach by Pafford, for purposes of termination, shall include but not be limited to the following:
  - a. A vote of no confidence by the Board of Supervisors occurring no less than one hundred and eighty (180) days after the commencement of the initial term of this Agreement;
  - b. Pafford's failure to meet the response time standards during any three (3) consecutive months of any given year following the Effective Date;
  - c. Willful failure to operate the ambulance service system in a manner which prevents County or the provider to remain in substantial compliance with the requirements of the applicable Federal and State laws, rules, and regulations;
  - d. Willful falsification of data supplied to County 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;
  - e. Willful failure by Pafford to supply and maintain equipment in accordance with good maintenance practices as required by this Agreement;
  - f. Repeated failure of Pafford to provide sufficient personnel and equipment as required by this Agreement;
  - g. Failure of Pafford's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
  - h. Repeated failure of Pafford to meet response time requirements after receiving notice of non-compliance from the Emergency Services Coordinator;

- i. Repeated failure of Pafford to respond to emergency medical requests with a paramedic unit when ALS level of response is indicated by County dispatch protocol;
- j. Failure of Pafford to provide and maintain the required insurance and bond;
- k. Pafford ceasing to do business as a going concern;
- l. Pafford's financial reports to the County reasonably demonstrating financial instability or insolvency;
- m. Pafford commences a voluntary case or other proceeding in bankruptcy or seeks liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or takes any other action indicating its consent to, approval, or acquiescence in any such case or proceeding; Pafford applies for, or consents to or acquiesces in the appointment of a receiver, liquidator, custodian, sequestrator, or a trustee for all or a substantial part of its property; Pafford makes an assignment of a substantial portion of its assets for the benefit of its creditors; Pafford fails, or admits in writing, its failure to pay its debts generally as such debts become due; and
- n. There is filed against Pafford an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestrator, or trustee of Pafford for all or a substantial part of its property is appointed without the consent or approval of Pafford, or a warrant of attachment, execution or similar process against any substantial part of the property of Pafford is issued; and the continuance of any such event or events for thirty (30) days undismissed or undischarged or within thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

Pafford shall be entitled to written notice and thirty (30) days to cure any material breach set forth in the preceding paragraph, which cure shall be determined by the County in its sole discretion. The County 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.

Notwithstanding the foregoing, upon the occurrence of a material breach detailed in Section K (1)(a, b, h, i, j-l), the County may at its option give Pafford notice of termination of this Agreement.

Upon any written notice of termination by the County, pending the date of final termination, the County may require Pafford to continue to provide Advanced Life Support Ambulance Service to the County as required herein, for a period of up to one

hundred eighty (180) days and, during such time, Pafford shall cooperate with the County to prepare and accomplish a transfer of operation of said service to County or a party of the County's determination upon the date of final termination. During such period pending the date of final termination, the terms and conditions of this agreement shall remain in force and the County and Pafford shall continue to perform pursuant to this Agreement.

5. In the event this Agreement is terminated by the County, Pafford shall transfer to the County all of its rights, title and interest in and to any or all of the equipment, supplies etc., purchased with County EMS subsidy or County EMSOF funds.
- i. 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. Notwithstanding any other provision of this Agreement, if Pafford breaches its obligation to meet the response time standard within a single response zone (during any ninety (90) day period), Pafford shall pay the County one thousand (\$1,000.00) dollars for each whole percentage point of delay outside the required average of reliability as a liquidated damage for delay. The Parties agree that quantifying losses arising from Pafford's delay is inherently difficult insofar as delay may impact the County's reputation or otherwise potentially subject the County 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 the delay. The remedy for this failure to meet the requisite response time standards shall be without limitation to the right of the County to seek remedies, including without limitation to termination of this Agreement, for this or other failures as allowed hereunder.
- . Notwithstanding any other provision of this Agreement, if Pafford breaches its obligation supply ambulances which meet the minimum critical in-service requirements in accordance with the schedule provided for in this Agreement, Pafford shall pay the County five hundred (\$500.00) dollars 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 County's reputation or otherwise potentially subject the County 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. The remedy for this failure to provide the requisite supply of ambulances will be without

limitation to the right of the County to seek remedies, including without limitation to termination of this Agreement, for this or other failures as allowed hereunder.

**L. BREACH OF AGREEMENT BY THE COUNTY**

1. Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:
  - a. Failure of the County to have the requisite authority to enter into this Agreement;
  - b. The County, 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 County thereir 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 County, by its own fault, to observe or perform any covenant, warranty, term or provision of this Agreement.
2. Remedies: Whenever any Event of Default referred to in this section 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 County, may elect to terminate this Agreement; and
  - b. The County, 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; and
    - ii. Shall become the assignee of any lease (non-lease purchase) agreement for Equipment.
3. Pafford shall transfer all of its right, title and interest in and to, and the County will assume all of the incidents of ownership for the equipment, supplies, etc. purchased with EMSOF funds or subsidy.

**VI. DOCUMENT RETENTION:**

1. Pafford shall retain all documents pertaining to this Agreement with the County 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 County, the State of Mississippi, and the United States Government.
2. 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.

**N. APPLICABLE LAW AND ENFORCEMENT OF RIGHTS:**

1. Pafford consents to the exclusive jurisdiction of the state courts of the Hancock County Mississippi in any and all actions and proceedings between the Parties hereto arising under or growing out of the Agreement.
2. If the Parties hereto institute litigation against the other Party to enforce its rights pursuant to performing the work contemplated in this Agreement, 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.

**O. NOTICE OF LITIGATION**

Pafford shall notify County within a reasonable time upon receipt of any claims, litigation or significant potential for litigation involving Pafford and/or arising out of or in relation to the subject matter of this Agreement or services provided by Pafford pursuant to this agreement.

**P. THIRD PARTIES**

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 this Agreement, Hancock County does not waive its rights and immunities as a sovereign body politic and instrumentality of the State of Mississippi. By entering into this Agreement, Hancock County, Mississippi, does not recognize or enter into any joint venture or agency relationship with any party, including but not limited to Pafford.

**Q. ENTIRE AGREEMENT**

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.

**R. PARTIAL ENFORCEABILITY**

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.

**S. MODIFICATION**

No provision of this Agreement can be modified, changed, discharged or terminated except by an instrument in writing signed by the Party against whom the enforcement of any modification, change, discharge or termination is sought.

**T. AUTHORITY TO ENTER INTO AGREEMENT**

1. Pafford warrants that it has the full corporate power and authority to enter into this Agreement, and (name/title of ambulance representative), is authorized to execute this Agreement on behalf of Pafford.

2. The County represents and warrants that it has the full statutory authority to enter into this Agreement, that the County has taken the necessary action to approve this Agreement, and that the Hancock County Board President is authorized to execute this Agreement on behalf of the County.

#### **RELATIONSHIP OF THE PARTIES**

It is understood that under this agreement Pafford is an independent contractor and that this agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association or any other relationship whatsoever other than that of independent contractor.

#### **V. NON-ASSIGNABILITY**

This Agreement and the obligations of Pafford hereunder shall not be assigned without the express approval of the County Board of Supervisors adopted and spread on its minutes.

#### **W. NOTICE**

Any notice to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when delivered in person, or when sent by registered or certified mail, postage prepaid, addressed to the addresses set forth below of the party to which notice is being given:

If to Pafford:

Pafford EMS of Mississippi, Inc.  
Address: 223 Highland Drive  
Ridgeland, MS 39157  
Attention: President, Greg Pafford

If to County:

Hancock County Board of Supervisors  
Address: 854 Highway 90, Suite A  
Bay Saint Louis, Mississippi, 39520  
Attention: President, Board of Supervisors

With copy to:

County Administrator of Hancock County, Mississippi  
854 Highway 90, Suite A  
Bay Saint Louis, Mississippi, 39520

And

Emergency Management Agency Director  
18333 Highway 603  
Kiln, Mississippi, 39556

**X. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

WITNESS OUR SIGNATURES, this the 14<sup>th</sup> day of May 2024.

Hancock County, Mississippi:

By: Scott Ade  
Board of Supervisors, President



Witness or Notary Signature:  
Heidi E. Rehsael

Pafford EMS of Mississippi, Inc.:

By: Greg Pafford

Greg Pafford

Witness or Notary Signature  
by: Heidi E. Rehsael