

**SUBMIT  
PROPOSAL  
TO:**

Pinellas County Board of County  
Commissioners  
Purchasing Department  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756

# REQUEST FOR PROPOSAL

**PINELLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**PROPOSAL TITLE: MEDICAL DIRECTION SERVICES**

**PRE-PROPOSAL CONFERENCE: NON APPLICABLE**

**PROPOSAL NO:**

**056-0056-P (AM)**

[www.pinellascounty.org](http://www.pinellascounty.org)



**PROPOSAL IS DUE: NOVEMBER 22, 2005 @ 3:00P.M. AND MAY NOT BE WITHDRAWN FOR: 120 DAYS AFTER SUCH DATE AND TIME.**

**DEADLINE FOR WRITTEN QUESTIONS: NOVEMBER 9, 2005 by 3:00 P.M.**

**CONTACT PERSON: AMELIA McFARLANE, CPPB**

**EMAIL ADDRESS: [amcfarla@co.pinellas.fl.us](mailto:amcfarla@co.pinellas.fl.us)**

**PHONE: 727/464-3311**

**FAX: 727/464-3925**

**ISSUE DATE:**

**OCTOBER 21, 2005**

## COMMISSIONERS

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KENNETH T. WELCH - VICE CHAIRMAN  
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## THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

JOSEPH LAURO,  
CPPO/CPPB  
Director of Purchasing

## SECTION A GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

### 1. SUBMISSION OF PROPOSAL:

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

**SECTION A - GENERAL CONDITIONS - CONTINUED****2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in Section B. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the /proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

**3. DESCRIPTION OF SUPPLIES/SERVICES:**

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

**4. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) Pinellas County reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.

**5. EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

**6. COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

**7. ORAL PRESENTATION:**

An oral presentation of proposal may be requested of any firm, at the Evaluation Committee's discretion.

**SECTION A - GENERAL CONDITIONS - CONTINUED****8. CONFLICT OF INTEREST:**

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

**9. WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

**10. LATE PROPOSAL OR MODIFICATIONS:**

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted.

**11. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:**

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

**12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

**13. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

**14. COLLUSION:**

The proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

**15. RIGHT TO AUDIT:**

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

**SECTION A - GENERAL CONDITIONS - CONTINUED****16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":**

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

**17. COUNTY INDEMNIFICATION:**

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County and Pinellas County Emergency Medical Services Authority from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County and Pinellas County Emergency Medical Services Authority.
- b) The successful proposer(s) agrees to indemnify the County and Pinellas County Emergency Medical Services Authority and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County and Pinellas County Emergency Medical Services Authority.

**18. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

**19. ADA REQUIREMENT FOR PUBLIC NOTICES:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

**20. CERTIFICATE OF INSURANCE:**

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

**21. PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all proposals over twenty-five thousand dollars (\$25,000) and formal quotes under twenty-five thousand dollars (\$25,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

## SECTION A - GENERAL CONDITIONS - CONTINUED

**DEFINITIONS:**

**Recovered Materials:** Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

**Recycled Materials:** Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrape purchased from another manufacturer and used in the same or a closely related product.

**Postconsumer Materials:** Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful proposer. The County will furnish a copy of the asbestos survey to the successful proposer. The proposer must keep this copy on site at all times during the actual demolition.

**22. PAYMENT/INVOICES:**

The proposer must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful proposer is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Florida Prompt Payment Act.

**23. CANCELLATION:**

- a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- c) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

**24. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

**25. NON-EXCLUSIVE CONTRACT:**

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

**SECTION A - GENERAL CONDITIONS - CONTINUED****26. LOBBYING:**

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

**27. ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

**28. ADD/DELETE LOCATIONS/SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

**29. SERVICES AGREEMENT:**

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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**30. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing. (Ord. No. 94-51, § 5, 6-7-94)

(b) *Posting.* The purchasing department shall post the formal award on the departmental website. The formal award shall be publicly posted on the purchasing department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

2. *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

**SECTION A - GENERAL CONDITIONS - CONCLUDED****31. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

**32. PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

**SECTION B - SPECIAL CONDITIONS****MEDICAL DIRECTION SERVICES  
056-0056-P (AM)****1. OBJECTIVE:**

This Request for Proposal to receive proposals to provide Medical Direction Services for the Pinellas County EMS System including the Authority, all ALS and BLS First Responder Contractors, the Ambulance Service Contractor, all Wheelchair Transport Providers, and the Continuing Medical Education (CME) Contractor.

**2. PROPOSAL REQUIREMENTS:**

Each proposal should contain the following at a minimum. Proposer must also address detailed requirements as specified in Section E, Scope of Work.

- a) A written narrative describing the method or manner in which the proposer proposes to satisfy requirements of the Scope of Work.
- b) A description of the proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also include the reference information requested in Section D.
- c) The fee(s) for services as outlined in the Scope of Work.

**3. EVALUATION CRITERIA:**

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, Scope of Work.

**4. PRICING/PERIOD OF CONTRACT:**

The contract shall be for a period of **forty-eight (48) months effective upon full execution of agreement.**

**5. COMPENSATION**

The EMS Authority agrees to compensate the Medical Direction Service Contractor for professional services as provided within the terms and conditions of the Agreement. The Medical Direction Service Contractor shall be paid monthly in arrears for the period commencing December 30, 2005 and ending September 30, 2009. Beginning on October 1, 2006 and annually thereafter the monthly service fees will be adjusted automatically by the greater of (1) two percent (2%) or (2) Consumer Price Index (CPI-U, U.S. City Average, All Items less Food and Energy) during the most recent twelve (12) month period for which published figures are then available from the U.S. Department of Labor, but not to exceed five percent (5%) during any one year, to account for economic inflation according to the terms and conditions of the Agreement.

**6. PERFORMANCE REVIEW**

At the end of the initial **forty-eight (48) months** of the agreement the EMS Authority shall conduct a review of the performance of the Contractor utilizing criteria the EMS Authority determines to be relevant. This will not be limited to mere compliance with the terms of this agreement or consultation with the Medical Control Board. Additionally, the Contractor must significantly exceed the minimum requirements of the agreement.

**SECTION B - SPECIAL CONDITIONS****7. OPTION OF RENEWAL:**

The contract may be renewed subject to written notice of agreement from the County and successful proposer, for an additional **two (2) twelve (12)** month periods beyond the primary contract period. This option shall be exercised only if the Contractor is successful in completing the Performance Review outlined above; all terms and conditions remain the same and approval is granted by the EMS Authority. Price will be adjusted as provided within the Agreement. Price negotiations are not acceptable as a term of renewal.

**8. PERFORMANCE CONTRACT**

This procurement will result in the award of a **performance contract**. This procurement requires the highest levels of performance and reliability. A contractor who fails to perform shall be promptly replaced.

- The contractor must meet the requirements set forth in the Medical Direction Services Agreement attached hereto.
- There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.
- Clinical performance of field Paramedics and Emergency Medical Technicians (EMT) 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 is not a level-of-effort contract. In accepting a Proposer's offer, the Authority neither accepts nor rejects the Proposer's level-of-effort estimates; rather, the Authority accepts the Proposer's promise to employ whatever level of effort is necessary to achieving the clinical and other performance results required by the terms of the Medical Direction Services Agreement.

**9 . USE OWN EXPERTISE AND JUDGEMENT**

Each Proposer is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under this procurement. By "methods", the Authority means all internal programs, policies, and other internal matters which, taken together, comprise each Proposer's own strategies and tactics for getting the job done. The Authority recognizes that different Proposers may employ different methods, to achieve equal success. By allowing each Proposer to select, employ, and change its methods, the Authority hopes to promote innovation, efficiency, and superior levels of high performance.

**10. AWARD**

Award will be made to the most responsive proposal, based upon the evaluation of a Procurement Committee of qualified personnel representing the Pinellas County EMS Medical Control Board; the local EMS Advisory Council; Pinellas County Government; and out of county experts (at the Authority's discretion.)

The proposal must meet all specified requirements and will be evaluated using the criteria detailed herein.

The EMS Authority shall contract with a single entity for the provision of the specified Medical Direction Services and associated support services.

<b>SECTION B - SPECIAL CONDITIONS</b>
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**11. SERVICES AGREEMENT:**

The Medical Direction Services Agreement attached lists and describes the current level of service provided to the EMS Authority with some improvements. A final agreement, in substantially the form attached, will be presented to the Board of County Commissioners for approval and signature. The EMS Authority seeks a contractor who can offer services equal or better than those listed in the Agreement at equal or better price.

A proposal that does not at least provide services equal or better than those listed in the Medical Direction Services Agreement may be considered non-responsive.

**12. PROPOSAL SUBMITTAL COPIES:**

Proposals shall be submitted in one (1) original and **twelve (12)** copies with the 'Original' clearly marked.

**13. ITEMS TO BE RETURNED WITH PROPOSAL:**

a)	Section B	Proposal Deposit (If Applicable)
b)	Section D	Vendor References see page 1
c)	Section E	Proposal Submittal
d)	Section F	Proposal Signature Page
e)	Section G	Addendum Acknowledgement Form (If Applicable)
f)	Section H	Statement of No Submittal (If Applicable)

**14. TIME LINE OF CRITICAL EVENTS:**

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
October 21, 2005	Advertising & Publishing RFP
N/A	Pre-proposal Conference
November 9, 2005	Deadline for Questions/Clarifications
November 22, 2005	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
November 30, 2005	Evaluation of the RFP
December 1, 2005	Recommendation due to Purchasing from EMS
January 24, 2006	Submit recommendation to Board for Award of Contract

**SECTION B - SPECIAL CONDITIONS****TIME LINE OF CRITICAL EVENTS DEFINED****Friday, October 21, 2005**

Advertisement  
Release of the Request for Proposals

**Wednesday, November 9, 2005**

**Final date and time for clarifications, questions, requests for approved equals.** All such requests shall be submitted in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of this proposal, if made, will be made only by addendum form. A copy of such addendum shall be forwarded to each prospective proposer. After this date and time, no further questions, requests for approved equals and clarifications will be addressed. All requests shall be submitted to Amelia McFarlane, Senior Procurement Analyst, Purchasing Department, 400 South Fort Harrison Avenue, 6th Floor, Clearwater, Florida 33756.

**Tuesday, November 15, 2005**

Addendum to Request for Proposal to be forwarded.

**Tuesday, November 22, 2005**

Sealed Proposals submitted by 3:00 P.M., local time.

Any proposals submitted after the specified time and date of opening will not be considered. No proposal may be withdrawn for a period of one hundred twenty (120) calendar days after the scheduled deadline for receipt of proposals.

Proposals shall be submitted in one original and twelve (12) copies.

Proposals shall be submitted in a sealed container. The container and each proposal shall be labeled to indicate the RFP number, name and address of the proposer and title of the proposal.

All proposals shall be signed in ink by the authorized principals of the proposer.

Proposals shall be submitted to:

Joseph Lauro, Purchasing Director  
County Annex Building  
Purchasing Department  
400 South Fort Harrison Avenue, 6th Floor  
Clearwater, Florida 33756

**Wednesday, November 30, 2005**

Procurement Committee reviews of all Proposals submitted.

An oral presentation, additional documentation or a site visit may be requested of any proposer, at the Procurement Committee's discretion.

**Tuesday, December 20, 2005**

The Procurement Committee shall make a recommendation to the EMS Authority to accept the ranking of proposals and permit negotiations with the highest-ranking proposer.

**Tuesday, January 24, 2006**

Award of Proposal by the Board of County Commissioners, acting as the EMS Authority. This date is contingent upon the schedule of meetings.

<b>SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS</b>
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**I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS**

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
  - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
  - (4) Professional Liability and Medical Malpractice Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY and Pinellas County Emergency Medical Services Authority a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
  - (5) \$1,000,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
  - (6) Employment Practices Liability Insurance for all services provided under the terms of this agreement with minimum limits of \$1,000,000 per occurrence.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
  - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County and Pinellas County Emergency Medical Services Authority for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County and Pinellas County Emergency Medical Services Authority.
  - (4) Pinellas County, Board of County Commissioners and Pinellas County Emergency Medical Services Authority shall be endorsed to the required policy or policies as an additional insured exclusive of Professional Liability and Worker's Compensation.  
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County and Pinellas County Emergency Medical Services Authority to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County and Pinellas County Emergency Medical Services Authority.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

**SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS****II. MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00**

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
  
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

**SECTION D - VENDOR REFERENCES**

**MEDICAL DIRECTION SERVICES  
056-0056-P (AM)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: \_\_\_\_\_

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: \_\_\_\_\_

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

**All fields must be completed**

**1** \_\_\_\_\_

COMPANY NAME

\_\_\_\_\_

CITY, STATE

\_\_\_\_\_

CONTACT PERSON

\_\_\_\_\_

TELEPHONE

\_\_\_\_\_

FAX

\_\_\_\_\_

EMAIL ADDRESS

**2** \_\_\_\_\_

COMPANY NAME

\_\_\_\_\_

CITY, STATE

\_\_\_\_\_

CONTACT PERSON

\_\_\_\_\_

TELEPHONE

\_\_\_\_\_

FAX

\_\_\_\_\_

EMAIL ADDRESS

**3** \_\_\_\_\_

COMPANY NAME

\_\_\_\_\_

CITY, STATE

\_\_\_\_\_

CONTACT PERSON

\_\_\_\_\_

TELEPHONE

\_\_\_\_\_

FAX

\_\_\_\_\_

EMAIL ADDRESS

**4** \_\_\_\_\_

COMPANY NAME

\_\_\_\_\_

CITY, STATE

\_\_\_\_\_

CONTACT PERSON

\_\_\_\_\_

TELEPHONE

\_\_\_\_\_

FAX

\_\_\_\_\_

EMAIL ADDRESS

<b>SECTION E – SCOPE OF WORK</b>
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## **MEDICAL DIRECTION SERVICES 056-0056-P (AM)**

### **1.0 INTRODUCTION**

The Pinellas County EMS Authority is seeking the services of a Proposer to provide Medical Direction Services for the Pinellas County EMS System in accordance with the provisions of Chapter 80-585, Laws of Florida, Chapter 401, Florida Statutes, Chapter 64E-2, Florida Administrative Code for Emergency Medical Services, and Pinellas County Ordinance No. 88-12 as amended; Chapter 54 of the Pinellas County Code and other local rules and regulations.

### **1.1 DESCRIPTION OF SERVICE AREA**

Pinellas County is an urban and suburban community located in West Central Florida. The County is a peninsula bordered to the West by the Gulf of Mexico and to the South and East by Tampa Bay.

The County has a year-round population of approximately 938,505, which is projected to climb to 960,843 by 2010. Pinellas County occupies an area of 608 square miles including waterways, however, there are 280 square miles of land. This makes Pinellas County the most densely populated county in the State of Florida with over 3,352 permanent residents per square mile. Over 4.8 million tourists visit the County each year.

The median age is forty-four (44) years and the population is comprised of over 207,5000 people aged 65 and older.

Major cities include Clearwater, Dunedin, Largo, Pinellas Park, St. Petersburg and Tarpon Springs. Pinellas County is comprised of twenty-four (24) municipalities of which several are small barrier island communities. There are also four (4) independent fire districts.

There are ninety (90) skilled nursing facilities; two hundred thirty one (231) licensed Assisted Living Facilities and fourteen (14) Hospitals that receive emergency patients.

### **1.2 HISTORY OF THE PINELLAS COUNTY EMS SYSTEM**

In 1980, a Special Act of the Florida Legislature (Chapter 80-585) created the Pinellas County Emergency Medical Services Authority, a Special District, because of varied levels of EMS service and quality. The Board of County Commissioners is the sitting authority acting as the Pinellas County EMS pursuant to the Special Act and associated regulations.

The Special Act prescribed a countywide referendum to propose the creation of a countywide tax and Emergency Medical Services System. The referendum passed with the citizens supportive of creating a countywide EMS system.

In 1988, the EMS Authority adopted an Emergency Medical Services Ordinance to provide a safe and orderly transition process to the current EMS system design. All Medical Direction Services were transitioned from emergency department physicians working in local hospitals (decentralized) to a single Medical Director and Online Medical Control provided by the Authority through a single contractor (centralized.)

### **1.3 CURRENT SYSTEM**

The current EMS System, termed a Public Utility Model, is a sophisticated design that strives for clinical excellence with effective cost containment. It is a performance-based model that employs stringent performance requirements and accountability for all contracted service providers, including the provider of Medical Direction Services.

The Pinellas County EMS System is a highly coordinated, single tier, dual response, all Advanced Life Support (ALS) Emergency Medical Services System consisting of ALS First Responder Services and high performance paramedic Ambulance Services.

The system is designed to provide exceptional rapid response and on scene patient care by Paramedics staffing ALS First Responder Units from municipal Fire Departments and Fire Districts with transport and continued patient care by

**SECTION E – SCOPE OF WORK****1.3 CURRENT SYSTEM (CONTINUED)**

Paramedics staffing ALS Transport Units from a single Ambulance Contractor. In some instances, Ambulance Paramedics arrive first in which case the ALS First Responders assist, if necessary.

The ALS First Responder component is funded by ad valorem tax dollars. The Ambulance Service component is supported by user fees, which are collected by the EMS Authority. By design, there is no tax subsidy allocated for ambulance services in Pinellas County.

Since the establishment of the Public Utility Model, the Pinellas County EMS System has evolved into a nationally recognized, highly efficient, world class EMS system.

**1.4 SYSTEM COMPONENTS**

The **EMS Authority** is authorized by Florida law to oversee and regulate the Pinellas County EMS system. The Authority employs staff to ensure that reliable, high quality Emergency Medical Services are provided on an uninterrupted basis, fully consistent with established clinical standards, Florida Law, and County Ordinances. The Authority is responsible for the financial management of the EMS System including the assessment of ad valorem tax rates, contracting with service providers, billing and collection of ambulance service fees. The Authority also issues certificates of public convenience and necessity (COPCN).

**Pinellas County EMS and Fire Administration** is responsible for managing the daily operations on behalf of the Authority. Duties include providing contract administration for first responders, continuing medical education, medical direction, and ambulance services. EMS and Fire Administration also provides financial management for the EMS system, which includes billing and collecting, fees for the transport service. The Director of EMS and Fire Administration acts as the Executive Director of the EMS Authority.

The **Medical Control Board** is an eleven (11) -member board, appointed by the Authority, consisting of Board Certified emergency physicians, hospital administrators, and representatives of the local medical and osteopathic societies. The board represents the interests of the patients and medical community and provides clinical consultation and oversight to the EMS system. The Medical Control Board also reviews and makes recommendations to the Authority and Medical Director relative to system protocols.

The **EMS Advisory Council** is comprised of citizen activists, elected officials, and system providers. The Advisory Council meets at least once a year to review the systems performance and provide input on system direction.

The **Medical Director** is contracted by the EMS Authority to provide clinical oversight and leadership to the entire EMS system and all service providers. The Medical Director is responsible for centralized on-line medical control, protocol development, quality assurance, and certification and re-certification of all EMS personnel.

The **Ambulance Contractor** operates under the Authority's trade name *Sunstar* and utilizes critical care, intermediate care, and advanced life support (ALS) ambulances to provide emergency, non-emergency and inter-facility ambulance transportation. The Ambulance Contractor maintains a fleet of sixty (60) units comprised of fifty-four (54) standard ambulances, one SWAT unit, one (1) Critical Care Unit, and two (2) Mental Health Transport vans. Additionally, the Ambulance Contractor provides regional perinatal, neonatal and pediatric critical care transport services with two (2) Critical Care Transport Units in conjunction with All Children's Hospital.

**Advanced Life Support (ALS) First Responder Services** are provided by eighteen (18) Fire Departments under performance-based contracts with the EMS Authority. The First Responder Fleet is comprised of sixty-nine (69) units. The Authority funds fifty-nine (59) of these units. Ten (10) units are funded by local cities or fire districts. All services delivered by ALS First Responder Units, Engines, Transport Capable and Non-Transport Capable Rescue Units operate system-wide in compliance with standard protocols and procedures.

**Continuing Medical Education (CME)** is provided under a contractual arrangement with the local college. The college provides education services needed for the continuing education and re-certification of all County certified EMTs and paramedics. The college develops CME curriculum in cooperation with the Medical Director.

**SECTION E – SCOPE OF WORK****1.5 CALL VOLUME AND TRANSPORTS**

The Pinellas County EMS System responds to more than one hundred fifty thousand (150,000) Emergency and Non-Emergency Requests for service per year. Over one hundred sixteen thousand (116,000) result in an ambulance transport. This includes Emergency (9-1-1), Non-emergency, Scheduled, Out of County and Critical Care ambulance transports.

**1.6 INTENT**

It is the intent of this Request for Proposal to receive proposals to provide Medical Direction Services for the Pinellas County EMS System including the Authority, all ALS and BLS First Responder Contractors, the Ambulance Service Contractor, all Wheelchair Transport Providers, and the Continuing Medical Education (CME) Contractor.

The EMS Authority is seeking the highest quality, most reliable Medical Direction Services at the most reasonable price. The successful Proposer will offer services equal or better than the quality currently enjoyed by the Authority at an equal or better price. Proposals not meeting this intent will be considered unresponsive.

The successful Proposer shall be responsible for providing all Medical Direction Services for the Pinellas County EMS System, as well as associated support services. Proposals based upon other service assumptions shall be automatically disqualified.

In this procurement, both the Authority and the Contractor desire clinical excellence and leadership; superb performance; cost containment; cooperation; professional and courteous image, and the success of the Contractor. Under this procurement, the relationship between the EMS Authority and the Contractor should always be one of cooperation and not conflict.

The services shall include, but not be limited to, the following:

- Management and continuous operation, including disasters and declared emergencies, of Online Medical Control (OLMC) by Physicians and Paramedics trained as Medical Officers (MOD).

Management and continuous operation including disasters and declared emergencies, of Medical Communications by Paramedics trained as Medical Communications Officers (MCO).

- Staffing the County's Emergency Operation Center EMS Medical Direction Desk during disasters and declared emergencies.
- Protocol and policy development, policy effectiveness research, clinical leadership and oversight of the Pinellas County EMS System (Offline Medical Control).
- Certification and re-certification of all system personnel.
- Establishing Medical Supply and Equipment Standards and authorizing changes to such standards.
- Management and operation of Quality Assurance (QA) and Quality Improvement (QI) programs including the investigation of complaints.
- Oversight and approval of all training materials and curriculum produced and delivered by the Continuing Medical Education (CME) contractor.
- Emergency field response and scene observation to support the QA and QI programs.

The Authority mandates that there will be no reduction in the quality of any aspect of the services currently being performed or a reduction in any current performance standards. The Authority seeks a Contractor who can offer services equal to or better than those currently being provided at an equal or better price. A proposal that does not meet this requirement shall be considered unresponsive. The Proposer may offer products and services exceeding the minimum requirements.

**SECTION E – SCOPE OF WORK****1.6 INTENT (CONTINUED)**

Successful proposals will include maintaining, at minimum, the current standards in compliance with:

- Chapter 80-585, Laws of Florida.
- Chapter 401, Florida Statutes (F.S.) and other associated laws and statutes.
- Chapter 64-E, Florida Administrative Code (F.A.C.) and other associated administrative codes.
- Pinellas County Codes, Chapters 34, 54, and 62.
- Pinellas County Ordinance 88-12.
- Pinellas County EMS Rules and Regulations.
- Pinellas County EMS Protocols contained in the current Medical Operations Manual (MOM).

**1.7 FORMAT OF PROPOSAL**

To facilitate the Procurement Committee's review process, the following guidelines shall be strictly adhered to:

- A. The entire proposal shall be contained within two (2) three (3) ring 1" binders.
- B. The narrative component of the proposal shall be constructed using the following specifications
  - Sans Serif Font, 12 Point
  - Double Spaced
  - Double Sided Pages
  - Standard 8 ½ x 11 White Paper, 20 # Weight.
  - Maximum 50 Pages of narrative on no more than 25 pieces of paper
  - Pages must be numbered in the lower right hand corner
- C. Graphs, Charts, Pictures and other enclosures shall be securely inserted into the second of the three ring binders as exhibits. Binder #2 is limited to 50 pieces of paper.
- D. The narrative shall be numbered identically to the Evaluation Criteria requirements listed in Section D (page 13).
- E. A Table of Contents with page number association shall be provided.

In each section of the Proposal, your organization shall address the requested information and precisely describe how it will be utilized to provide high performance EMS Medical Direction Services in Pinellas County. The descriptions will include, but not be limited to, references to the following areas:

- Administration and Clinical Oversight
- Online Medical Control
- Offline Medical Control
- Medical Communications
- Quality Assurance and Improvement
- Compliance Monitoring
- Compliant Investigation
- Risk Management
- Information Systems and Data Analysis

<b>SECTION E – SCOPE OF WORK</b>
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**1.7 FORMAT OF PROPOSAL (CONTINUED)**

The Authority is interested in knowing:

- How the organization proposes to fulfill the requirements
- What the organization proposes to do to meet the requirements
- Where the activities will take place
- Why certain methods have been chosen
- When will the organization meet the time critical deadlines
- 

**1.8 PROPOSAL REVIEW PROCESS**

Proposals failing to meet the Authority's minimum requirements or intentions shall be considered unresponsive and disqualified.

The Executive Director of the EMS Authority shall serve as Chairman of the Procurement Committee.

- After initial review and discussion of all proposals, each member of the Procurement Committee shall complete an individual ranking sheet using the scoring guidelines outlined in Section C, #3, for each proposal submitted.
- The Procurement Committee will seek to achieve consensus on the appropriate score for each section of each proposal. A Procurement Committee member may revise their initial score after discussion and debate of the committee, at their individual discretion.
- The points awarded by each committee member shall be summed for each proposal by section.
- The overall score shall be totaled for each proposal.
- The Procurement Committee shall then forward the top ranked proposals to the EMS Authority for ranking and authorization to negotiate. After negotiations are completed, the recommendation for award is then forwarded to the EMS Authority.

**1.9 SCORING GUIDELINES**

The Scoring of proposals is based upon on the following criteria:

- References to "organization" means the Proposer and their relationship to the network of contractors, service providers and the Authority that make up the Pinellas County EMS System.
- Appropriateness of the proposed services or practices to the requirements.
- The expected effectiveness of the proposed methods.
- Degree to which the approach is systematic, integrated, and consistently applied.
- Degree to which the approach embodies "quality management practices".
- Is based on reliable information and data.
- Has evidence of innovation and/or significant and effective adaptations of approaches.
- Used in other types of applications or businesses.

In assigning a score to a section, the Procurement Committee member shall assign a score to the nearest whole percent that best fits the overall response to the section. For example, if a section is worth 100 points and the proposal scores a 50% for that section, the point total awarded will be 50.

The qualitative point total is worth 70% or 700 points of the total score. Pricing or the quantitative point total is worth 30% or 300 points of the total score.

**SECTION E – SCOPE OF WORK****1.10 CONSENSUS SCORING GUIDELINES TABLE**

<b>SCORE</b>	<b>DESCRIPTION</b>
0%	Unresponsive to the requirements of the section.
10% - 30%	Does not meet current service level or requirements of the section.
40% - 60%	Partially meets the requirements of the section.
70% - 90%	Fully responsive to the requirements of the section.
100%	Exceeds the requirements of the section.

**SECTION F – EVALUATION CRITERIA****EVALUATION CRITERIA****1.0 MANAGEMENT AND PLANNING  
TOTAL POINTS (100)**

**1.1 “Bait and Switch” Prohibited.** Contractor understands that the Authority shall, in part, award this proposal based upon the qualifications of the Proposer's organization, and upon the qualifications of key personnel presented in the proposal. If awarded this Contract, the Proposer shall furnish those personnel identified in the proposal, and throughout the term of the Agreement the Proposer shall continue to furnish those same personnel or replacement personnel with equal or superior qualifications for the Authority's Executive Director's approval. It is the specific intent of this provision to prohibit the practice of "bait-and-switch", intentional or not.

**1.2 Key Personnel Commitment.** Proposer shall submit with this section of their proposal the resumes of key personnel whose duties in Contractor's Pinellas County operations shall relate directly to fulfillment of Contractor's obligations. These resumes should be enclosed as an exhibit.

**NOTE:** If such key personnel are not currently employed by the Proposer, contingent employment contracts, executed by both parties shall be furnished. Letters of intent or general agreements for consideration of an offer of employment will not be acceptable.

**1.3 Schedule of Implementation.** Assuming this proposal is selected, submit the general work plan and timetable for implementing services effective December 30, 2005, or sooner, if needed.

**1.4 Rapid Startup Capability.** Proposer shall submit a description of its capability, if requested on short notice, to rapidly institute temporary emergency services should the current Medical Direction Contractor default for any reason after this contract is awarded and prior to the scheduled startup.

**1.5 Strategic Direction.** Describe how the organization sets the strategic direction to strengthen its provision of services, maintain contractual obligations and meet performance requirements.

**1.6 Organization Strategy.** Summarize the organization's strategy and action plans, how they are deployed, and how performance is tracked. Include key performance requirements and measures. Estimate how the organization projects future performance relative to key benchmarks.

**2.0 INFORMATION SYSTEMS  
TOTAL POINTS (100)**

**2.1 Commitment to Advanced Technology.** Describe the Proposer's commitment to advanced technologies in managing and delivering services. Describe in detail any standardized or generally accepted technologies or proposed methods or software that will be utilized by the Proposer, if awarded the contract. Specify proposed hardware, software, analysis tools and associated systems. Commercially available software applications are preferred to ensure maintainability of applications through their life cycle.

**2.2 Collection and Dissemination of Data.** Describe how the information and data are collected and deployed to all users to support the effective management and evaluation of key organization processes.

**SECTION F – EVALUATION CRITERIA****2.0 INFORMATION SYSTEMS (CONTINUED)**

- 2.3 Evaluation of Critical Data set.** Describe how information and data deployment and effectiveness of use are evaluated, improved and kept current with changing business needs and strategies.
- 2.4 Key Performance Indicators.** Describe the performance measures regularly reviewed by the organization's senior leaders. Also describe how these findings are deployed throughout the organization and, as appropriate, to the organization's suppliers and/or business partners, such as the EMS Authority and service providers and contractors.
- 2.5 Action Plan.** Describe how organizational performance and capabilities are reviewed and assessed for progress relative to action plans, goals, and changing business needs. Also describe how these action plans are implemented in conjunction with key performance indicators.
- 2.6 Patient Care Reporting System.** Describe how the Contractor shall assist the Authority in implementing its fully integrated, electronic patient care reporting system.

**NOTE:** The database of the Authority's electronic patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of a request for service; dispatch activities and response times; every patient assessment and all treatment rendered while field clinicians are treating and/or transporting the patient.

**3.0 PERSONNEL  
TOTAL POINTS (100)**

- 3.1 Incumbent Workforce.** Proposer shall describe the program and policies that would govern employment opportunity for the incumbent Office of the Medical Director workforce. Describe Compensation & Benefits that will be offered Online Medical Control Physicians, Medical Officers, and Medical Communications Officers.
- 3.2 Clinical Orientation Program.** Proposer shall describe the ongoing clinical orientation program for new system personnel including, but not limited to, Paramedics, Nurses, EMTs, Emergency Medical Dispatchers (EMDs), Online Medical Control staff and Medical Communications Officers to be utilized by the Proposer.
- 3.3 Continuing Medical Education.** Proposer shall describe how it will interface with the existing Continuing Medical Education program and describe any additional programs or oversight mechanisms that would be provided or offered by the Proposer.
- 3.4 Leadership Development.** Describe how education and training support the organization's key action plans and address organization needs, including longer-term objectives for Medical Direction employee development and learning, and for leadership development of Pinellas County EMS System employees.

**4.0 PROCESS MANAGEMENT  
TOTAL POINTS (200)**

- 4.1 Key Processes.** Provide a description of all key processes and their principal requirements including, but not limited to, Online Medical Control, Medical Communications, Protocol and Policy Development, Continuing Medical Education, Personnel Certification and Quality Management.
- 4.2 Protocol and Policy Development.** Describe how changing customer requirements; healthcare industry and public safety requirements; and technology are incorporated into policy and protocol development.

**SECTION F – EVALUATION CRITERIA****4.0 PROCESS MANAGEMENT (CONTINUED)**

**4.3 Quality Assurance Review Program.** Describe how the organization's Medical Communications delivery processes are managed and improved. Specifically describe the proposed Quality Assurance Review Program.

**4.4 Medical Communications.** Describe how the organization's Medical Communications production/delivery processes are managed and improved. Specifically describe the proposed Medical Communications Program.

**5.0 COMMITMENT TO CUSTOMERS AND COMMUNITY  
TOTAL POINTS (100)**

In response to this section remember that customers are internal and external. Address this section in terms of our patients, their families, the public, other public safety professionals and health care professionals and organizations. Specifically include internal customers such as the EMS Authority, ALS and BLS service provider agencies and their personnel, and continuing education providers.

**5.1 Customer Satisfaction.** Describe the processes, measurements, and data used to determine customer satisfaction and dissatisfaction. Describe how the measurements capture actionable information that reflects customers' future business with the organization and/or positive referral. Indicate significant differences, if any, in methods and/or measurement scales for different customer groups.

**5.2 Customer Requirements.** Describe how the organization would determine customer contact requirements, deploy the requirements to all employees who are involved in meeting the requirements, and evaluate and improve customer contact performance.

**5.3 Complaint Management.** Describe how the organization provides access and information to enable customers to seek assistance, to conduct business, and to voice complaints. Describe the organization's complaint management process. Explain how the organization ensures that complaints are resolved effectively and promptly, and that complaints received by all organization units are aggregated and analyzed for use throughout the organization.

**6.0 FINANCIAL CAPABILITY AND BUSINESS ETHICS  
TOTAL POINTS (100)**

**6.1 Owners and Officers.** Submit along with the Proposal an organizational list of owners, officers and key personnel of the Proposer and all interested parties, including their percentage of ownership, for the purpose of investigation by the Authority.

**6.2 Medical Direction Contracts.** List all Medical Direction Services provided by the Proposer within the last five years. Include the name, address and phone number of the contract manager or local regulator. If the service is no longer provided, explain why.

**6.3 Net Worth.** Document your organization's current estimated net worth and the form of the net worth (liquid and non-liquid assets). Provide the most recent audited annual financial statements for the Proposer and affiliated organizations.

**6.4 Working Capital.** Document the estimated amount of working capital that will be committed to the startup of the contract if awarded. State the source of those funds and attach any endorsement documents if the capital is borrowed.

**SECTION F – EVALUATION CRITERIA****6.0 FINANCIAL CAPABILITY AND BUSINESS ETHICS (CONTINUED)**

- 6.5 Reserve for Contingency.** Document the amount of funding that will be dedicated to “Reserve for Contingencies”, and the full costing allocations for Risk Management, Insurance, Legal and Human Resource functions for the startup of this contract if awarded.
- 6.6 Start-up Costs.** Document the method of financing all startup and operational costs required to begin operations if the contract is awarded.
- 6.7 In-kind Funding or Support.** Proposer shall disclose any and all funding, including in-kind funding/support and cost allocations from existing services that will support the provision of Medical Direction Services within Pinellas County. This includes any funding from existing contracts.
- 6.8 Regulatory Investigations.** Detail any and all federal, state or local government regulatory investigations, findings, actions or complaints and their respective resolutions for the Proposer's organization, affiliated organizations and the named Medical Director within the last five years.
- 6.9 Litigation.** Detail any litigation in which the Proposer is involved in any way or which is pending. Provide disclosure of past litigations.
- 6.10 Quality Management Awards.** Document any national, state or local quality management awards received by your organization or key personnel. Describe any efforts that your organization will make to apply for such awards in managing the Medical Direction Services Agreement if awarded the contract.
- 6.11 Industry Awards.** Document any national, state or local EMS or other relevant awards received by your organization or key personnel. Describe any efforts that your organization will make to apply for such awards in managing the Medical Direction Services Agreement if awarded the contract.

**7.0 ADDITIONAL PROPOSED SERVICES  
TOTAL POINTS (0)**

Please describe any Related Proposed Services that may or may not be considered by Pinellas County for inclusion in the Medical Direction Services Agreement. Pinellas County reserves the right to accept or reject any additional Related Proposed Services.

**8.0 PROPOSED PRICE  
TOTAL POINTS (300)**

This section examines the Proposer's price for the required services.

Fill in the proposed amount for every line item required on the attached form. Attach additional sheets to list pricing for any Related Proposed Services offered for Pinellas County's consideration.

**SECTION F – EVALUATION CRITERIA**

**MEDICAL DIRECTION SERVICES  
056-0056-P (AM)**

**Proposed Compensation Sheet  
December 30, 2005 through September 30, 2005**

**Proposer:** \_\_\_\_\_

Professional Services, Equipment and Related Expenses	\$ _____
Online Medical Control Program	\$ _____
Medical Communications Officer Program	\$ _____
Medical Malpractice and Required Insurance Coverage	\$ _____
<b>Total Proposed Compensation</b>	<b>\$ _____</b>

**Authorized Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**SECTION G – INSTRUCTIONS FOR SUBMITTING PROPOSALS**

**MEDICAL DIRECTION SERVICES  
056-0056-P (AM)**

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and **twelve (12)** copies.

VENDOR NAME: \_\_\_\_\_

VENDOR ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_  
REQUIRED ENTRY – ACCOUNT REP

EMAIL ADDRESS: \_\_\_\_\_  
REQUIRED FOR ELECTRONIC NOTIFICATIONS

**I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.**

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME & TITLE (print): \_\_\_\_\_

<b>CHECKLIST FOR FORMS</b>	
COPY OF COMPANY INVOICE (REMIT TO INFORMATION)	
SMALL BUSINESS AFFIDAVIT (IF APPLICABLE)	
SURVEY – PURCHASING (NEXT PAGE)	



**SECTION I – NO BID STATEMENT**

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. **Thank you.**

[Pinellas County Purchasing Department  
400 South Fort Harrison Avenue, 6th Floor  
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. **056-0056-P (AM)** for **MEDICAL DIRECTION SERVICES.**

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Request for Proposal.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

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We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME OF ABOVE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**MODEL  
MEDICAL DIRECTION SERVICE AGREEMENT  
2005**

**PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY  
12490 Ulmerton Road  
Largo, FL 33774-2700**

**AGREEMENT** made this \_\_\_\_ day of December 2005, between \_\_\_\_\_ ("Contractor"), and the **PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY**, a special taxing district established by Chapter 80-585, Laws of Florida, as amended ("Authority").

**R E C I T A L S**

1. On October 21, 2005, the Authority released its Request for Proposals for the provision of Medical Direction Services in Pinellas County, Florida ("RFP"); and
2. Pursuant to the RFP, Contractor and the Authority now desire to enter into this Medical Direction Service Agreement.

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

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

**SECTION 101. PURPOSE**

The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Medical Direction Services in the County.

**SECTION 102. COOPERATION**

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

**SECTION 103. CONTRACT DOCUMENTS**

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

- Appendix A. First Responders in Pinellas County
- Appendix B. EMS Communication System Description
- Appendix C. Medical Operations Manual
- Appendix D. CME Agreement
- Appendix E. Quality Management Principles
- Appendix F. Certificates of Insurance
- Appendix G. Additional Performance Requirements
- Appendix H. Business Associate Agreement

This Agreement, together with the foregoing Appendices, constitutes the entire Medical Direction Service Agreement between the Parties with respect to the provision of Medical Direction services, shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services and the Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties.

**ARTICLE II**  
**DEFINITIONS**

**SECTION 201. WORDS AND TERMS**

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

**"Advanced Life Support" or "ALS"** means treatment of life-threatening and non-life-threatening trauma and medical conditions through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

**"Ambulance Contractor"** means the entity contracted by the Authority to provide Ambulance Services and Mental Health Interfacility Transport Services.

**"Ambulance Services"** means the emergency, non-emergency, interfacility, critical care, and other Specialized Rescue and other specialized transport services offered by the Authority through its Ambulance Contractor.

**"Ambulance"** means any vehicle permitted by the Department, approved by the Executive Director, and operated by the Ambulance Contractor, which is equipped to provide Advanced Life Support services, and used for the transportation of Patients.

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

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

**"Caller"** means a person accessing the EMS system by telephone.

**"Certificate of Public Convenience and Necessity"** means that certificate issued by the Board of County Commissioners pursuant to Chapter 401.25(2)(d), Florida Statutes or the Authority through the Special Act.

**"Continuing Medical Education" or "CME"** means the Continuing Medical Education Program provided by the St. Petersburg Junior College for the continuing and remedial education and training of all EMS Personnel in coordination with the Contractor. The CME agreement dated January 14, 1998, and as may be amended, a copy of which is attached hereto as Appendix "D".

**"Contractor"** means a licensed physician, corporation, association, or partnership composed of physicians, which employs a Medical Director for purposes of providing Medical Direction Services to the EMS System.

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

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

**"Deductions"** means penalties provided for in Section 702 hereof for failure to meet Performance Requirements.

**"Department"** means the State of Florida Department of Health, Bureau of Emergency Medical Services.

**"Disaster"** means an occurrence of a severity and magnitude that normally results in death, injuries, and/or property damage, and which cannot be managed through routine procedures and resources of the EMS system.

**"Emergency Medical Dispatcher" or "EMD"** means a person who is County-Certified Paramedic and is specially trained and certified, pursuant to the Rules and Regulations, to provide pre-arrival instructions and priority dispatch in accordance with the Priority Dispatch Protocols.

**"Emergency Medical Technician" or "EMT"** means any person who is trained in Basic Life Support, who is County-Certified, and who is certified by the Department to perform such services in emergency and non-emergency situations.

**"EMS Advisory Council"** means the Pinellas County Emergency Medical Services Advisory Council created by the Special Act.

**"EMS Communications Center"** means the facility or portion of a facility and communications system, described in Appendix "B", or successor facility provided by the Authority, where Contractor shall operate the Medical Communications Officer program.

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

**"EMS Ordinance"** means Chapter 54, Article III, of the Pinellas County Code.

**"EMS Personnel"** means the County-Certified Physicians, Medical Officers, Paramedics, Registered Nurses, EMTs, EMDs and Wheelchair Transport drivers employed by ALS and BLS First Responders, the Ambulance Contractor, the CME Contractor, the Authority or the Contractor.

**"EMS System"** means the network of organizations and individuals established to provide emergency medical services to citizens of the County and includes: all ALS and Critical Care Ambulance Services, all ALS and BLS First Responder Services, EMS Communications Center operations, Medical Direction Services, citizen CPR training and public education.

**"EMS"** means Emergency Medical Services.

**"Executive Director"** means the Authority's Director of the EMS System.

**"First Responder Services"** means the rapid response of EMS Personnel to medical and traumatic emergencies to provide patient assessment and ALS or BLS patient care, as necessary, at the scene of an emergency and Specialized Rescue services.

**"First Responders"** means any municipalities, fire districts, entities, as listed in Appendix "A", or any future entities under contract with the Authority and located within Pinellas County that possesses (1) a valid Certificate of Public Convenience and Necessity, and (2) a valid agreement with the Authority to provide ALS or BLS First Responder Services.

**"Fiscal Year"** means the period commencing October 1 in any given year and ending September 30 of the following year.

**"Medical Communications Officer"** means the specially trained Paramedic or EMT employed by the Contractor to relay information to hospitals, gather quality improvement information, and monitoring the status of hospital resources and EMS System resources in accordance with the Medical Operations Manual.

**"Medical Control Board"** means the board appointed by the Authority, pursuant to the EMS Ordinance, and having the duties and responsibilities set forth in the EMS Ordinance and any rules and regulations adopted pursuant thereto.

**"Medical Control Physician"** means the specially trained and County-Certified physician authorized to provide Online Medical Control. Medical Control Physicians must be licensed to practice in the State of Florida and board certified in emergency medicine or other related specialty.

**"Medical Direction" or "Medical Direction Services"** means the (1) clinical oversight and leadership, protocol and policy development (offline medical control), policy effectiveness research, (2) the provision of Online Medical Control services, (3) the provision of Medical Communications Officer services, (4) establishing medical supply and equipment standards, (5) Quality Assurance and Quality Improvement services including the investigation of complaints, (6) the certification and re-certification of EMS Personnel, (7) the identification of training deficits in the EMS System and the approval of all CME training materials and curriculum, (8) field observation of EMS Personnel rendering patient care, (9) conducting and sponsoring medical research and clinical trials of new treatments or equipment.

**"Medical Director"** means the physician who is (1) duly licensed osteopathic or medical doctor in the State of Florida, (2) meets the requirements of the Department, (3) is board certified in emergency medicine, (4) meets the requirements of the EMS Ordinance and (5) has a valid employment agreement with the Contractor, to serve as the clinical leader of the EMS System.

**"Medical Officer"** means the specially trained and County-Certified Paramedic authorized to provide Online Medical Control.

**"Medical Operations Manual"** means the clinical, operational and administrative procedures, protocols and guidelines, a copy of which is attached hereto as Appendix "C", prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

**"Mental Health Interfacility Transport Services"** means the interfacility transportation of mental health clients, in accordance with Chapter 394, Florida Statutes, and any successor statute.

**"Online Medical Control"** means the clinical management, direct orders and supervision provided by the Medical Director, a Medical Control Physician or a Medical Officer via radio, telephone or scene response to EMS Personnel rendering ALS and BLS patient care and treatment at the scene of an emergency and prior to or during emergency, non-emergency or specialized transport.

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

**"Party"** or **"Parties"** means either the Authority or Contractor, or both, as the context of the usage of such term may require.

**"Patient"** means an individual who is ill, sick, injured, wounded, or otherwise incapacitated, and is in need of, or is at risk of needing, medical attention or care on scene and/or during transport to or from a health care facility.

**"Performance Requirements"** means the requirements of this Agreement intended to ensure; (1) clinical and operational performance is consistent with approved medical standards and protocols; (2) Contractor is unrelenting in its effort to detect and correct performance deficiencies; and (3) Contractor assist the Authority in upgrading the performance and reliability of the EMS System; (4) Contractor meets all the requirements of providing Medical Direction Services; (5) Contractor meets all of the requirements of providing a Medical Director.

**"Priority Dispatch Protocols"** means the interrogation protocols and pre-arrival instructions, as set forth in the "Advanced Medical Priority Dispatch System" (AMPDS) guidelines developed by the National Academy of Emergency Medical Dispatch (NAEMD), or any successor method approved by the Executive Director, the Ambulance Contractor, the Medical Director, and the Medical Control Board.

**"Protocols"** means protocols, procedures and standards to be followed by all EMS personnel including, but not limited to, clinical treatment protocols; standing orders; multiple casualty incident and disaster protocols; transport protocols including hospital destination, hospital bypass and first responder transports; trauma transport protocols and use of helicopter ambulances; protocols for the transfer of patient care and professional interaction between EMS personnel; on-scene medical authority; standard for allowed clinical procedures; policies and protocols to govern Specialized Rescue teams and situations; standards for emergency (9-1-1) and non-emergency EMS call-taking, call processing and radio and data communications including, but not limited to, priority dispatch and pre-arrival instruction protocols; standards for patient care reporting and record keeping; standards for Baker Act transport services and wheelchair vehicle services.

**"Quality Assurance Review"** means an audit, inquiry or review, by the Medical Director and/or Medical Control Board, into procedures and practices of EMS Personnel, First Responders, or the Ambulance Contractor on an individual EMS incident or overall EMS System performance or compliance.

**"Quality Management Principles"** means the criteria and guidelines for organizational performance excellence published by the Florida Sterling Council, a copy of which is attached hereto as Appendix "E", as the same may be amended from time to time or successor methods or systems agreed to in writing by the Authority and Contractor,

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

**"Response Vehicle(s)"** means the emergency response vehicle(s) owned, insured, equipped and operated by the Contractor, and approved by the Authority, for the purpose of responding to emergencies to render assistance and to observe the operation of the EMS System.

**"Rules and Regulations"** means the rules and regulations adopted by the Authority on October 5, 1993, as may be amended from time to time.

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

**"Specialized Rescue"** means the hazardous materials response team(s), tactical (SWAT) EMS teams, and technical rescue teams provided by the Ambulance Contractor or First Responders to mitigate emergency situations and affect the rescue of Patients.

**"State of Emergency"** means a Disaster, which has been declared by proclamation of the State, County, or a municipality in the County.

**"State"** means the State of Florida.

**"Wheelchair Transport"** means the services, vehicles and personnel regulated by the Authority for the transport of wheelchair bound clients within the County.

**SECTION 202. TERMS GENERALLY**

Whenever the context may require, any pronoun shall include corresponding masculine, feminine, and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require. The words "approved," "designate," or similar words shall be deemed to be preceded by the word "reasonably," except as the context may otherwise require.

**ARTICLE III**  
**REPRESENTATIONS**

**SECTION 301. REPRESENTATIONS OF AUTHORITY**

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

(a) Existing. The Authority is a special taxing district existing under the laws of the State of Florida, and has all requisite power and authority to carry on its business as now conducted, and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by the Authority, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof, contravenes any existing law, judgment, government rule, regulation, or order applicable to or binding on the Authority.

(c) Enforceability. This Agreement constitutes a legal, valid, and binding obligation of the Authority enforceable against the Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

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

(e) No Litigation. There are no pending, or to the knowledge of the Authority, threatened, actions or proceedings, before any court or administrative agency to which the Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

**SECTION 302.           REPRESENTATIONS OF CONTRACTOR**

Contractor represents and warrants to the Authority that each of the following statements are presently true and correct:

(a) Existing. Contractor has been organized and validly exists, under the laws of the State of Florida, as having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be a party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary actions on the part of, and has been duly executed and delivered by, Contractor, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof at the time such action is required (i) requires the approval and consent of any other party, except such as have been duly obtained, certified copies thereof having been delivered to the Authority; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Contractor; or (iii) the corporate charter or bylaws of Contractor or any other agreement or instrument in existence on the date of this Agreement to which Contractor is a party.

(c) Enforceability. This Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) No Litigation. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement of any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) Financial Capability. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder.

**ARTICLE IV  
DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**SECTION 401.        MEDICAL DIRECTOR**

(a)    Obligation to provide a Medical Director.    Contractor shall continuously maintain a physician to provide clinical leadership to the EMS System and serve as its sole Medical Director.

Contractor shall ensure that its employment agreement fully discloses the requirements of this agreement and requires that if the Medical Director intends to voluntarily resign the position, he/she shall continue to serve as the Medical Director until such time as the Authority approves a replacement physician.

(b)    Requirements of the Medical Director. Medical Director shall:

- Be a duly licensed to practice as a medical or osteopathic doctor in the State of Florida;
- Be experienced in prehospital care and is board certified in emergency medicine by the American Board of Emergency Medicine;
- Meet the requirements of the Department through applicable Florida Statutes and Administrative Code;
- Meet the requirements of the EMS Ordinance;
- Have a valid employment agreement with the Contractor and submit a copy of such to the Authority, and
- Be recommended by the Medical Control Board and appointed by the Authority.

(c)    Activities of the Medical Director.    Medical Director shall:

- Assume direct responsibility for the clinical activities performed by all EMS Personnel performing within the EMS System;
- Discharge all duties identified in Florida Statutes, Florida Administrative Code, the EMS Ordinance, the Rules and Regulations and the Medical Operations Manual;
- Be an active participant in a statewide physician group involved in pre-hospital care, and
- Be an active participant in the Coalition for Advanced EMS (CAEMS) physicians group or successor organizations, identified by the Executive Director, that promote high performance EMS Systems.

(d)    Replacement of the Medical Director. Authority may request the replacement of the Medical Director, with or without cause. In such event, the Contractor is obligated to comply and replace the Medical Director within ninety (90) days of being notified in writing by the Authority.

In the event of such request for replacement or the vacancy of the Medical Director position by the incumbent, Contractor shall submit the credentials and contingent employment agreement of an alternative physician to the Medical Control Board for their consideration and possible recommendation to the Authority for its approval.

**SECTION 402.            MEDICAL OPERATIONS MANUAL**

(a) Comprehensive Review. Contractor shall conduct an on-going and comprehensive review of all Protocols, rules, regulations and standards as may be necessary to ensure reliable service delivery in the EMS System and appropriate patient care.

In conducting the review, the Medical Director shall take into consideration the results of Quality Assurance Reviews, review of medical literature, and input from the Medical Control Board and interested physicians, the EMS Advisory Council, First Responders, Ambulance Contractor, EMS Personnel, and the Authority.

Contractor shall complete its comprehensive review of all Protocols of the EMS System and present the proposed changes to the Medical Control Board for approval prior to the end of each Fiscal Year.

(b) Criteria for Implementing Changes. Contractor shall ensure that the following criteria are met prior to activating a new protocol or procedure within the EMS System:

- Protocol has been thoroughly researched and supported by medical literature, field evaluation where applicable, and the analysis of available EMS System data;
- Such research and data is fully documented;
- Protocol has been reviewed by the Ambulance Contractor, First Responders and the Executive Director;
- All Protocols that relate to the Protocol being changed are evaluated to ensure consistency and accuracy;
- All supporting Protocols such as medication formulary, procedures and related Protocols are updated simultaneously;
- Protocol is approved by the Medical Control Board;
- Protocol, supporting documents, implementation instructions are distributed to the Ambulance Contractor and First Responders prior to training or implementation;
- Training through the CME program has been completed if necessary, prior to implementation, and
- All criteria are met prior to requesting the purchase of medical supplies, equipment or medications.

(c) Annual Review and Publication. Prior to January 1<sup>st</sup> each Fiscal Year, Contractor shall publish and distribute, at its own cost, a fully comprehensive manual, entitled the Medical Operations Manual, that includes all Protocols including all changes that were approved at the end of the prior Fiscal Year and any quarterly updates not already incorporated in the prior year's Medical Operations Manual. The Medical Operations Manual shall be professionally reproduced; spiral bound and each year the color of the cover shall change and include the effective date.

(d) Printing and Distribution. Contractor shall distribute, at its own cost, a copy of the Medical Operations Manual and quarterly updates to every County-Certified Paramedic, every ALS and BLS First Responder agency, every ALS First Responder unit, every ALS

capable Specialized Rescue unit, the Ambulance Contractor, every Ambulance, every hospital, the CME Contractor, and multiple copies as requested by the Authority for archival purposes. Contractor shall make an electronic version available to every First Responder, the Ambulance Contractor, the CME Contractor and the Authority. Contractor shall print enough extra manuals and quarterly updates to distribute one to each Paramedic that becomes County-Certified during the year.

Contractor shall obtain and retain a receipt from every First Responder Agency and the Ambulance Contractor for each annual Medical Operations Manual.

Contractor shall obtain and retain a receipt from each County-Certified Paramedic for each annual Medical Operations Manual issued. Such receipt shall state clearly that County-Certified Paramedics are individually accountable and obligated to follow all rules, regulations and protocols of the Authority.

(e) Quarterly Updates. Contractor shall publish, no more frequently than quarterly, an update to Protocols that must be changed prior to publishing the next annual Medical Operations Manual. Such updates shall adhere to the requirements listed in subsections (a), (b), (d) above.

(f) Public Domain. All protocols, procedures, algorithms, rules, regulations, medical supply and equipment standards developed by the Contractor shall become public domain upon approval of the Medical Control Board or implementation within the EMS System.

### **SECTION 403. ONLINE MEDICAL CONTROL**

Contractor shall provide a primary Online Medical Control Physician or Medical Officer on a continual basis that is available by radio and telephone for consultation and located within Pinellas County.

Online Medical Control shall be made available 24 hours per day to provide clinical guidance, patient care and treatment orders, medication orders for all First Responders and the Ambulance Contractor on all pre-hospital and interfacility activities of the EMS System including, but not limited to, Specialized Rescue services, critical care transport, and mental health interfacility transports.

On a monthly basis, eighty percent (80%) of hourly coverage shall be provided by a Medical Control Physician and twenty percent (20%) of hourly coverage shall be provided by a Medical Officer.

All Online Medical Control staff members shall be County-Certified Medical Control Physicians or Medical Officers in accordance with the Rules and Regulations and receive specialized training in the provision of Online Medical Control. All Online Medical Control staff shall satisfactorily complete a minimum of 24 hours per year of continuing medical education related to pre-hospital care.

Online Medical Control staff members shall fully comply with all laws, standards, rules, and regulations established by the State, the County, and the Medical Control Board, including the protocols established in the Medical Operations Manual, and shall assist the Medical Director in monitoring, regulating, and the oversight of the EMS System.

**SECTION 404. MEDICAL COMMUNICATIONS OFFICER**

Contractor shall provide a Medical Communications Officer (MCO) in the EMS Communications Center on a continual basis. Contractor may staff the position in unusual circumstances with a County-certified EMT pre-approved by the Executive Director.

The Medical Communications Officer shall perform the following functions:

- Coordinate all radio communications between EMS Personnel and Online Medical Control;
- Notify hospitals on behalf of EMS Personnel when they have initiated a consultation with Online Medical Control;
- Coordinate and monitor radio communications between EMS Personnel and hospitals to ensure the appropriate destination is selected and adherence to protocols;
- Assist Online Medical Control and EMS Personnel in determining the most appropriate destination for Patients considering available hospital beds, hospital status and available resources and the special needs of patients;
- Assist EMS Personnel in determining the most appropriate dispersal of patients from multiple victim incidents and during a Disaster, State of Emergency or EMS Emergency;
- Monitor EMS System activity to ensure adherence to protocols and procedures;
- Gather and validate quality assurance information by conducting telephone interviews with hospital staff and EMS Personnel required in Section 408, and
- Interact with the public, health care professionals, and EMS Personnel to record complaints and reports of unusual occurrences.
- Be clean, neat, of professional demeanor and dressed as follows:
  - White, short or long sleeved, polo or dress shirt with the OMD logo over the left chest; navy blue uniform work pants; back belt with garrison type belt buckle; black military style boots or sturdy shoes with dark socks (sneakers are not allowed) and Pinellas County EMS Certification photo identification will be clipped to either the shirt or belt.

**SECTION 405. CONTINUING MEDICAL EDUCATION**

Contractor shall be responsible for ensuring the quality of the CME training provided to the EMS system by:

- Reviewing and approving all curriculum and courses for the CME training program prior to EMS Personnel being trained;
- Actively participating in the CME steering committee;
- Make staff available to serve as subject matter experts or curriculum consultants to the core and remedial CME programs;

- Assist in developing procedures to evaluate the clinical impact and effectiveness of the entire CME program;
- Evaluate the educational effectiveness of instruction, courses and programs in consultation with the CME contractor;
- Advise the Authority's Executive Director or the Medical Control Board anytime the Contractor believes the quality of the CME program is failing to ensure high quality patient care is provided by EMS Personnel;
- Monitor and audit at least three (3) class sessions of every CME course, and
- Medical Director shall monitor and audit at least one (1) class session of every CME course held.

**SECTION 406.            QUALITY MANAGEMENT**

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

Contractor shall cooperate with the Authority in monitoring its compliance with the requirements of this Agreement. Contractor shall issue activity reports and other information as requested by the Authority.

Contractor shall assist the Ambulance Contractor and First Responders in their efforts to implement Quality Management Principles and their applications for accreditation or award programs such as the Florida Governor's Sterling Award or the Malcolm Baldrige National Quality Award.

**SECTION 407.            MEDICAL EQUIPMENT AND SUPPLIES**

(a) Comprehensive Review. Contractor shall conduct an on-going and comprehensive review of all EMS medical equipment, medications and medical supplies as may be necessary to ensure reliable service delivery in the EMS System and excellence in patient care.

In conducting the review, the Medical Director shall take into consideration the results of Quality Assurance Reviews, review of medical literature, and input from the Medical Control Board, interested physicians, the EMS Advisory Council, First Responders, Ambulance Contractor, EMS Personnel, and the Authority.

Contractor shall complete its comprehensive review of all EMS System medical supplies and equipment and present the proposed changes to the Medical Control Board for approval prior to the end of each Fiscal Year.

(b) Criteria for Implementing Changes. Contractor shall ensure that the following criteria are met prior to activating new medical equipment or supplies within the EMS System:

- Proposed medical equipment or supplies have been thoroughly researched, supported by medical literature, a field evaluation completed when applicable, and the analysis of available EMS System data;
- Such research and data is fully documented;

- Medical equipment or supplies have been reviewed by the Ambulance Contractor, First Responders and the Executive Director;
- All Protocols related to the medical equipment or supplies have been changed and evaluated to ensure consistency and accuracy;
- Medical equipment or supplies are approved by the Medical Control Board, if necessary;
- Protocol, supporting documents and implementation instructions are distributed to the Ambulance Contractor and First Responders prior to training or implementation, and
- Training through the CME program has been completed, if necessary prior to implementation.

(c) Printing and Distribution. Contractor shall distribute, at its own cost, a master copy of the vehicle inspection and station inventory forms on a quarterly basis in conjunction with the updates to the Medical Operations Manual. Such forms shall be distributed to every ALS and BLS First Responder agency, the Ambulance Contractor and to the Authority. Contractor shall make an electronic version available to every First Responder, the Ambulance Contractor and the Authority.

(d) Inventory Control. Contractor shall establish and maintain inventory control standards including the minimum and maximum numbers of EMS medical equipment, medications and medical supplies to be stocked on Ambulances, ALS and BLS First Responder Units (both transport and non-transport capable) and Specialized Rescue Units.

Contractor shall establish such standards for Ambulance Contractor Stations and First Responder stations when medical supply usage data is available from the Authority's integrated data system.

Contractor shall establish a listing of mandatory equipment, medications and medical supplies that must be on board an Ambulance or ALS First Responder unit for it to respond to EMS incidents.

#### **SECTION 408. QUALITY ASSURANCE AND IMPROVEMENT**

(a) Quality Assurance Review. Contractor shall establish procedures for routine auditing of EMS System performance and adherence to Protocols on individual EMS incidents and overall EMS System compliance.

The purpose and tone of the Quality Assurance Review process shall be positive and educational.

Contractor may, at any time and without limitation, conduct a Quality Assurance Review investigation or audit to ensure that EMS Personnel, First Responders and the Ambulance Contractor comply with the Protocols and Rules and Regulations of the Medical Control Board and the Authority.

Contractor shall take actions necessary, in accordance with Section 409, to ensure that EMS Personnel conduct themselves professionally, have appropriate clinical assessment and treatment skills, appropriate clinical and operational decision-making skills, and adhere to Protocols, Rules and Regulations.

Contractor may require remedial training of EMS Personnel. Such remedial training may be conducted by the Contractor, the CME Contractor, First Responder agencies or the Ambulance Contractor at the Medical Director's discretion.

The method and extent of the investigation employed during significant Quality Assurance Reviews shall be determined by the Medical Director in consultation with the Authority.

Any individual or agency may request a Quality Assurance Review of any EMS incident in which they were involved, including:

- The general public;
- The Patient, Patient's legal guardian, healthcare surrogate or power of attorney;
- The Patient's personal physician;
- Hospital or health care facility personnel;
- The Ambulance Contractor or First Responder agency;
- Any individual EMS Personnel, and
- Any member of the emergency medical review committee, as defined in the subsection below.

The Authority or its administrative staff, Medical Director, Medical Control Board, and Online Medical Control staff may request a Quality Assurance Review of any EMS incident.

The Contractor may also conduct special audits in response to observations or customer feedback given to the Authority, Medical Director, Online Medical Control staff, or Medical Control Board members.

(b) Emergency Medical Review Committee. Contractor shall establish an emergency medical review committee or committees in accordance with the provisions of Chapter 401.26, F.S. Medical Director may assemble such committee(s) on an ad hoc basis to serve in the capacity of a peer review board or as an emergency medical review committee with a single licensed First Responder agency or the Ambulance Contractor.

(c) Registries. Contractor shall develop, implement and continually refine fully comprehensive databases to ensure and improve the quality of patient assessment, treatment and care in the EMS System. Such databases shall enable EMS System research to study illness and injury patterns in the community to increase public awareness and education.

At a minimum, Contractor shall gather, maintain and make good faith efforts to ensure that accurate data is collected on the following types of EMS incidents and interventions including, but not limited to every:

- Quality Assurance Review;
- Drowning and submersion incidents;
- Sudden cardiac arrest incident;
- Automatic external defibrillators (AEDs) within the community;
- Trauma alert as defined by the Department;
- Intubation whether attempted or established;
- Helicopter transport;
- First Responder transport;
- Failures or defects in medical devices or medical supplies, and
- Field observation, responses and activities of the Contractor, in accordance with Section 410.

Contractor shall regularly share and report all such data to EMS Personnel, First Responder agencies, the Ambulance Contractor and the Authority to continuously improve the EMS System in accordance with Section 406.

**SECTION 409. CERTIFICATION OF EMS PERSONNEL**

(a) Certification Requirements. Contractor shall be responsible for establishing and periodically updating the minimum personnel standards and certification requirements for all EMS Personnel. Such standards shall include the requirements for initial training, Continuing Medical Education, State and national certifications and licenses, clinical orientation requirements, standards for professional conduct and testing requirements for EMS Personnel to attain and maintain County certification necessary to be classified as County-Certified.

Contractor shall establish procedures for issuance, renewal, suspension, and revocation of certifications of all EMS personnel. The procedures shall contain due process provisions and all such provisions shall be approved, in advance, by the County attorney and be subject to the approval of the Medical Control Board and the Authority.

(b) Certification Process. Contractor shall validate that all EMS Personnel meet the initial requirements and continuously comply with the established standards to attain and maintain County certification required to be classified as County-Certified. Contractor shall issue, renew, suspend and revoke the County-Certification of EMS Personnel following the Rules and Regulations and due process requirements.

Contractor shall maintain a database that includes pertinent data including identification numbers and expiration dates for the various requirements and digital photos each individual.

Contractor shall issue photo identification cards, which identify the name, rank, agency, specialized certifications held for all County-Certified EMS Personnel. Identification cards shall be invalidated by an expiration date not greater than three (3) years from the date of issuance, however, photos need not be updated.

Contractor shall ensure that EMS Personnel, who have their County-Certification suspended, revoked, terminate their employment or become inactive, surrender their identification card to the Contractor.

(c) Clinical Orientation. Contractor shall provide a twenty-four (24) hour orientation course at least monthly, at its own cost, to ensure that new Online Medical Control Physicians, Medical Officers, Medical Communications Officers, Paramedics, and Registered Nurses have been thoroughly trained and tested in the Protocols of the EMS System. Such personnel must demonstrate adequate clinical skills in a training environment and possess a thorough understanding of the structure, finance, and operation of the EMS System and its underlying structure and philosophy.

(d) Due Process Requirements. Due process requirements are required should the Contractor modify any procedures for the suspension, revocation, refusal to renew, or refusal to initially insure a personnel certificate or vehicle permit. The due process standards adopted by the Contractor shall be subject to approval of the County Attorney and may not be adopted until the Medical Control Board and the Authority have given such approval.

(e) Costs associated with appeals of revocation and suspension of credentials of EMS Personnel. In the event that an appeal is taken from the decision of the

Contractor or Medical Director that affects the credentialing of any EMS Personnel under its licensure, the Authority may retain counsel of its choice to represent the Medical Director for the formal appeals process involving an Administrative Law Judge, or Special Master, conditioned upon the Medical Director waiving any attorney client privilege in favor of the Authority for any attorney(s) so obtained by the Authority so that the Authority may receive updates on the status of the appeal and discuss matters related to the appeal with the counsel retained by the Authority. In the event the privilege is waived as provided herein, the Contractor shall be responsible for the first five thousand dollars (\$5,000) of expense for attorneys' fees and other costs arising from the appeal, and the Authority shall assume the liability for the remaining fees and costs once this amount is reached. Contractor shall be responsible for the first five thousand dollars (\$5,000) of expense on each individual appeal. This paragraph only applies to those appeals contemplated by the Rules and Regulations of the Pinellas County Emergency Medical Services Authority and not to any other legal proceedings that may be brought against the Medical Director or the Contractor.

#### **SECTION 410. FIELD ACTIVITY AND SYSTEM MONITORING**

Contractor shall substantially perform and document in its monthly summary report to the Authority evidence of the following required activities:

- Direct field observation of EMS Personnel performing patient care at a minimum of ten (10) EMS incidents per month;
- Visit and interact with EMS Personnel, hospital emergency department staff, and other public safety personnel on a regular basis. Contractor shall document at least three (3) visits to a First Responder, Ambulance Contractor station, or a hospital emergency room each month, and
- Ride along and observe field activity as a crewmember on an Ambulance or First Responder unit for a minimum of eight (8) hours per quarter.

Such field responses, visits and ride-alongs shall be distributed equally among each of the First Responder agencies, the Ambulance Contractor and the hospitals on an annual basis.

#### **SECTION 411. INTEGRATED DATA SYSTEM**

(a) Integrated Data System. Contractor shall assist the Authority in developing the Medical Director's user requirements for the Authority's medical record-keeping system.

The Parties understand that the database of the Authority's automated medical record-keeping system shall be fully comprehensive, including complete and integrated information on all system activities.

In addition to assisting with the design and evolution of the Authority's comprehensive information system, Contractor shall, without additional compensation:

- Require all Contractor personnel to comply with all record-keeping and data entry requirements of the EMS System, as approved and periodically revised by the Authority;

- Develop and routinely produce and deliver to Authority a complete record of data from Quality Assurance databases established by the Contractor to fulfill the requirements of Section 408, and
- Comply with information, coding and data format conventions as specified by the Authority.

(b) Ownership of Data and Records. Contractor agrees that all data, whether written or an electronic file, relating to the Authority's Patients, operations and EMS System including, but not limited to, dispatch records, patient care reports, research and quality assurance databases, hospital status and capability, personnel certification, and continuing education rosters are all the property of the Authority.

(c) Use of Contractor Software. Contractor hereby grants to Authority a personal, non-exclusive, non-transferable license to use all software, including web pages, both computer-executable program(s) and source code, developed by the Contractor in the performance of this agreement for the Authority's internal use. The Authority shall receive copies of all software updates and upgrades created by the Contractor at no cost.

For the purpose of this section, "internal use" shall include unlimited use by Authority and its employees, agents and contractors in the course of the Authority's business in Pinellas County, Florida when requested in writing by the Authority.

Authority represents and warrants to Contractor that Authority has no right, title or ownership interest in software or in intellectual property developed by the Contractor. All right, title and interest, whether in the nature of copyright, trade secret, trademark, trade name, patent or otherwise, in software or in intellectual property including any derivative works created therefrom, vests and shall vest solely in the Contractor.

In the event that this agreement is terminated, all software shall continue to be used without limits, at the discretion of the Authority, for internal use.

**SECTION 412.        PERSONNEL**

The Parties understand that the EMS System requires professional and courteous conduct at all times from Contractor's personnel.

Contractor is responsible for ensuring, through in-service and new employee orientation, that its personnel possess a thorough understanding of the structure, finance, and operation of the EMS System and its underlying structure and philosophy.

Contractor shall utilize management practices, which ensure that Online Medical Control personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime have not been on-duty to an extent, which might impair clinical judgment or job performance.

The Authority may demand the removal of any person employed by Contractor who chronically misconducts himself or is chronically incompetent or negligent in the due and proper performance of his duties, and Contractor shall not reassign such persons for production of services under this Agreement without the prior written consent of the Authority. Provided, however, that the Authority shall not be arbitrary or capricious in exercising its rights under this provision.

**SECTION 413. EMS RESEARCH AND PUBLISHING**

Contractor shall endeavor with the Ambulance Contractor, First Responders, CME Contractor and the Authority to establish the County as the industry leader in pre-hospital research and developing new pre-hospital treatment protocols. Contractor shall sponsor medical research and clinical trials of new treatments or equipment.

Contractor will annually submit for publication a minimum of three (3) EMS related articles to industry trade journals or periodicals.

Contractor will conduct at least one (1) research project, focusing on a particular aspect of the EMS System, each year and submit an abstract to a major medical journal.

Contractor shall request, in writing, the approval of the Executive Director prior to publishing statistics, medical research, periodical articles or other written works.

**SECTION 414. NOTIFICATIONS**

Contractor shall make reasonable efforts to notify the Executive Director or their designee, via telephone, electronic medium or verbally, upon occurrence, of the following:

- Changes in the bypass status of any hospital;
- Bed delays at any hospital;
- Significant complaints, unusual occurrences or investigations;
- First Responder transports;
- Emergency protocol changes;
- Instances when an acting Medical Director is providing coverage;
- Changes in Medical Control Physician or Medical Officer staff;
- Radio, telephone, or computer network failures, and
- a Daily Report of significant clinical activities of the prior day.

**SECTION 415. COORDINATION AND APPROVAL**

Medical Director shall notify the Executive Director or their designee, in writing, thirty (30) days prior to implementing changes in protocols or equipment standards, except emergency actions deemed necessary to ensure public health, safety and welfare.

Medical Director shall request the approval of the Medical Control Board before adopting changes to any protocol, equipment standards or rules and regulations developed by the Medical Director prior to implementation except emergency actions deemed necessary to ensure public health, safety and welfare.

Contractor shall request the approval of the Executive Director prior to endorsing, applying for, or requesting grants, aids, or special programs.

**SECTION 416. CONSTITUENT AND QUALITY ASSURANCE MEETINGS**

Medical Director or his alternate shall regularly attend the meetings of the EMS Advisory Council, Medical Control Board, Pinellas County Fire Chief's Association, and the Pinellas Advanced Life Support Association (PALS) to keep EMS System constituents and stakeholders informed of the Contractor's activities and to provide an opportunity for feedback regarding clinical policies in the EMS System.

Contractor shall conduct a meeting with the Executive Director to discuss the clinical status of the EMS System and discuss Quality Assurance Reviews on a quarterly basis.

Contractor shall conduct a meeting with the Ambulance Contractor and all Fire Responders to discuss the clinical status of the EMS System and discuss Quality Assurance Reviews on a quarterly basis.

**SECTION 417. ANNUAL REPORT**

Medical Director shall present a written annual report, not to exceed fifty pages, and be prepared, if asked to present a verbal briefing, not to exceed fifteen minutes, to the Authority at the beginning of the Fiscal Year on the prior Fiscal Year's clinical achievements and clinical goals of the EMS System for the next Fiscal Year. Such Annual Report will be submitted by November 1<sup>st</sup> each year.

**SECTION 418. DISASTER ASSISTANCE AND PLANNING**

Immediately upon notification by the Authority of a Disaster, State of Emergency or EMS Emergency, Contractor shall commit all resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with plans and protocols applicable in the locality where the State of Emergency or EMS Emergency has occurred.

Contractor will actively cooperate in planning, updating, and following the Pinellas County Comprehensive Emergency Management Plan, including, but not limited to, participation in disaster drill critiques and providing a representative to the meetings of the Disaster Advisory Council, and for emergency management drills and activation of Emergency Operations Center at Contractor's sole expense.

**SECTION 419. PUBLIC INFORMATION AND EDUCATION**

Contractor shall regularly, or upon request, prepare and make available statistical reports on clinical and operational activities and the occurrence of serious illnesses and injuries that occur within the EMS System to assist in efforts to increase public awareness and education on a wide variety of health and safety issues.

Such reports shall cover topics that include, but are not limited to, sudden cardiac arrest and the use of automatic defibrillators, cardiopulmonary resuscitation (CPR), and drowning.

Such reports shall be distributed to First Responders, the Ambulance Contractor, the Authority, mass media and non-profit associations that promote public awareness and education. Such reports must be pre-approved by the Executive Director prior to distribution.

Contractor shall establish and maintain a web site to assist in disseminating EMS System information during the term of this Agreement, in accordance with Section 416. The web site shall include electronic mail and web site hyperlinks requested by the Authority. The web site shall be periodically updated to ensure accuracy and timeliness of the information or upon the request of the Authority.

**SECTION 420. ETHICS AND COMPLIANCE**

Contractor shall at all times conduct its business and perform its responsibilities under this Agreement in accordance with ethical business practices. Contractor, its agents, employees, and Medical Director shall provide services hereunder in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

Contractor further agrees to follow and comply with all Medicare, Medicaid, and other applicable regulations regarding the determination of medical necessity. Contractor shall assist the Authority, First Responders and Ambulance Contractor on an as needed basis to maintain any ambulance billing compliance programs implemented by the Authority or during any reimbursement audits of the Authority.

Contractor shall comply with the provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Business Associate Agreement attached as Appendix "H" hereto.

**SECTION 421. USE OF AUTHORITY NAME**

Authority retains the rights to the designated names "Office of the Medical Director" and "OMD". Contractor shall not use its corporate name or any trade name or trademark in the performance of this Agreement.

Contractor shall use the Authority's name ("Pinellas County EMS" and "Sunstar") prominently in all of its Vehicle markings, uniforms, advertising, articles, publications and public information programs, unless agreed to in writing by the Authority's Executive Director. Contractor shall promote, protect, and enhance the reputation of the Authority's name throughout the term of this Agreement.

**SECTION 422. VEHICLES AND EQUIPMENT**

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

- Portable radios and their maintenance in excess of twelve (12) units;
- Pagers and maintenance in excess of twelve (12) personnel;
- Telephone lines in excess of twenty (20) lines and charges therefor;
- All furniture, supplies, computer hardware and software, copying equipment, vehicles, and any other equipment necessary to fulfill the obligations and requirements of this agreement;
- If the Contractor elects to operate a Response Vehicle(s) to meet the requirements of Section 410, the vehicle and equipment necessary shall be provided by the Contractor and approved by the Authority's Executive Director, and
- All other factors of production required for the performance of this Agreement, not specifically identified in Article V hereof, are the responsibility of the Contractor.

**ARTICLE V  
DUTIES AND RESPONSIBILITIES OF AUTHORITY**

**SECTION 501.           COMMUNICATIONS INFRASTRUCTURE**

Except as otherwise provided herein, the Authority shall furnish, own and maintain, at no cost to Contractor, the EMS System's entire communications infrastructure which shall include: non-emergency telephone access; medical communications capabilities including consoles for one (1) Medical Communications Officer including patch matrix console units; portable radios for up to twelve (12) personnel; pagers for up to twelve (12) personnel; initial installation of all such equipment; and maintenance of such equipment throughout the life of this Agreement, except for losses and repairs due to loss, theft, abuse, or neglect. The Authority shall replace portable radios according to its normal replacement schedule. The communications systems and equipment to be furnished shall be as specified in Appendix "B" of this agreement.

**SECTION 502.           CENTRAL FACILITIES AND EQUIPMENT**

The Authority shall provide, at no cost to the Contractor, fifteen hundred (1,500) square feet of professional office space to be used by the Contractor to perform the duties required in this Agreement. The Authority reserves the right to provide equal sized office space in an alternative location at its sole discretion. Additional space will only be provided with the written approval of the Executive Director.

The Authority shall provide, at no cost to the Contractor, water and sewer, electricity, heat and air conditioning, garbage collection and grounds maintenance.

Contractor shall make reasonable efforts to cooperate with the Authority to hold down utility costs, such as turning off lights and computers at night. Premises liability insurance, as well as insurance covering equipment, supplies, and furnishings in areas occupied by Contractor shall be the responsibility of Contractor.

If Contractor chooses to utilize phone services procured by the Authority, Contractor shall pay, on a monthly basis, the amount required by the Authority, based upon basic, local and long distance charges determined by the County's internal telephone services department.

**ARTICLE VI  
INSURANCE AND INDEMNIFICATION**

**SECTION 601.           MINIMUM INSURANCE REQUIREMENTS**

Contractor shall pay for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the County of: a certificate of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and, upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.

(a) Worker's Compensation limits as required by law;

(b) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death,

of not less than Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, each occurrence; and property damage of not less than One Hundred Thousand and 00/100 (\$100,000.00) Dollars, each occurrence. (Combined Single Limits of not less than Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis.

(c) Professional Liability and Medical Malpractice Insurance, including errors and omissions, for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence.

(d) Employment Practices Liability Insurance for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence.

(e) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, each occurrence, for bodily injury including death, and property damage of not less than One Hundred Thousand and 00/100 (\$100,000.00) Dollars, each occurrence. (Combined Single Limits of not less than Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

(f) One Million and 00/100 (\$1,000,000.00) Dollars combined single limit personal injury and/or bodily injury including death and property damage liability insurance as an excess of all primary coverage required above in follow form.

**SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS**

Each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a written notice thereof shall be given to the Authority. Contractor shall also notify the Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against the Authority or County for payment of premiums or assessments for any deductibles, which are all at the sole responsibility and risk of Contractor.

(c) Pinellas County shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention of whatever nature. Contractor hereby waives subrogation rights for loss or damage against the County.

**SECTION 603. INDEMNIFICATION**

Contractor covenants and agrees that it will indemnify and hold harmless the Authority and the County and all of their officers and employees, from any claim, loss, damage, cost, charge or expense, including any claim or amounts recovered under the "Workers'

Compensation Law" or of any other laws, by-laws, ordinance, order or decree brought or recovered against it by reason of any act, action, neglect or omission by Contractor, its agents, or employees, during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County, the Authority, or said parties may be subject, except that neither Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County, the Authority, or any of their officers, or employees.

**ARTICLE VII**  
**COMPENSATION AND OTHER FINANCIAL PROVISIONS**

**SECTION 701.        COMPENSATION**

Authority shall pay Contractor the annual amount of \$ \_\_\_\_\_, and adjust the amount for inflation in accordance with Section 704, for the provision of Medical Direction Services. Payments shall be made monthly in arrears in approximately equal payments after subtracting any Liquidated Damages set forth in Section 702.

Payment shall be made within forty-five (45) days after receipt and acceptance by the Authority of an invoice for services rendered during the preceding calendar month in accordance with the Florida Prompt Payment Act, §218, Florida State Statutes. Each invoice shall include an activity report that summarizes the Contractors efforts and accomplishments during the preceding month.

**SECTION 702. DEDUCTIONS FOR FAILURE TO COMPLY WITH PERFORMANCE REQUIREMENTS**

In the event Contractor fails to comply with any of the Performance Requirements, the Authority shall issue to Contractor a written warning describing such failure. Should Contractor's noncompliance continue after receipt of such warning, the Authority may deduct Liquidated Damages from the Contractor's compensation an amount equal to fifty and 00/100 (\$50.00) Dollars for each day or occurrence Contractor remains in non-compliance. If the non-compliance continues for more than three (3) consecutive days or occurrence, the Authority may deduct Liquidated Damages, in addition to the amounts already deducted, an amount equal to five hundred and 00/100 (\$500.00) Dollars for each day Contractor continues to be in noncompliance. Persistent and repeated failure of Contractor to comply with any of the Performance Requirements may result in termination of the agreement.

In the event Contractor fails to comply with any requirements, as listed in Appendix "G" attached hereto, Authority may deduct Liquidated Damages, an amount as prescribed in Appendix "G", for each occurrence.

**SECTION 703.        REIMBURSEMENT FOR DISASTER ASSISTANCE**

At the conclusion of a Disaster, State of Emergency, EMS Emergency, Contractor shall determine its direct marginal costs incurred in the course of rendering such disaster or EMS Emergency assistance, and shall present such cost statement to the Authority for review, acceptance, and reimbursement. The cost statement associated with rendering aid under disaster or EMS Emergency conditions shall be based solely upon the direct marginal costs incurred by Contractor in the course of rendering such assistance, and shall not include costs of maintaining production capacity that would have been borne by Contractor to meet normal service requirements if the disaster or EMS Emergency had not occurred. Only reasonable and verifiable reimbursement of direct marginal costs

shall be made relative to Contractor performance during disaster or EMS Emergency conditions.

**SECTION 704. AUTOMATIC ANNUAL INFLATION ADJUSTMENT**

Beginning on October 1, 2005 and annually thereafter, Contractor's compensation for all services and deductions shall be subject to an automatic inflation adjustment as follows: The amounts shall be increased by the greater of (1) two percent (2%) or (2) Consumer Price Index (CPI-U, U.S. City Average, All Items less Food and Energy) during the most recent twelve (12) month period for which published figures are then available from the U.S. Department of Labor, but not to exceed five percent (5%).

**SECTION 705. AUDITS AND INSPECTIONS**

At any time during normal business hours, and as often as may reasonably be deemed necessary, the Authority's representatives may observe Contractor's operations. Contractor shall make available to the Authority for its examination its records with respect to all matters covered by this Agreement. Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement.

Contractor shall provide the Authority with direct on-line and off-line access to its Quality Assurance and Quality Improvement data and future database systems in the format requested by the Authority, at no additional cost to the Authority. Databases and reports shall be in a mutually agreeable format. The Authority's representatives may at any time, and without notification, directly observe Contractor's operation of the EMS Communications Center.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given Contractor in advance of any such visit.

Contractor shall retain all records pertaining to this Agreement for a period of at least three (3) years after final payment is made.

**SECTION 706. FISCAL NON-FUNDING**

In the event sufficient budgeted funds are not available for a new fiscal period, the Authority shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of current fiscal period without penalty or expense to the Authority.

**ARTICLE VIII**  
**TERM AND TERMINATION**

**SECTION 801. TERM**

This Agreement shall be for four (4) years, commencing February 25, 2006 and end at midnight, September 30, 2010. This Agreement may be renewed for up to two (2) consecutive one (1)-year periods after the initial term. This option shall be exercised only if all prices, terms, and conditions remain the same, and approval is granted by the Authority. In no way shall the term of this agreement including renewals exceed September 30, 2012.

The effective date of this agreement shall be February 25, 2006.

**SECTION 802.        TERMINATION**

(a)    Termination For Cause. This agreement may be terminated by the Authority for cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions of this agreement. "Cause" shall include, but not be limited to, the event that Contractor fails to provide an Authority approved Medical Director; Medical Director cease, for any reason, to be licensed to practice medicine in the State of Florida pursuant to the provisions of Chapter 458, Florida Statutes; and substantial breach of any covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of covenant or warranty, the Authority shall provide written notice of such breach and the Contractor shall have the opportunity to cure such breach within five (5) calendar days of receipt of such notice.

(b)    Termination Without Cause. This agreement may be terminated at will at the option of the Authority upon thirty (30) days written notice and by the Contractor upon one hundred and twenty (120) days written notice. In the event of such notice by the Authority the Contractor shall be entitled to all compensation earned to the date of termination.

**ARTICLE IX**  
**MISCELLANEOUS**

**SECTION 901.        ASSIGNMENT**

Contractor shall not assign any portion of the Agreement for services to be rendered without first obtaining written consent from the Authority. Any assignment made contrary to the provisions of this section shall be cause for termination of the Agreement and, at the option of the Authority, shall not convey any rights to the assignee. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The Authority shall not unreasonably withhold its approval of requested change in ownership, so long as the transferee is of known financial and business integrity and the Authority has the opportunity to research the transferee's background.

**SECTION 902.        NONDISCRIMINATION IN EMPLOYMENT**

Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that during employment employees are treated equally without regard to age, race, color, religion, sex or national origin. Such action shall include, but not be limited to, recruiting and related advertising, layoff or termination, upgrading, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship. Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall made reasonable accommodations for employees with disabilities and comply with the federal requirements of the Americans with Disabilities Act (ADA).

**SECTION 903.        NOTICES**

All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority:

Executive Director  
Pinellas County EMS and Fire Administration  
12490 Ulmerton Road  
Largo, FL 33774-2700

If to Contractor:

Medical Direction Contractor  
12490 Ulmerton Road  
Largo, Florida 33774-2700

**SECTION 904. ENTIRE AND COMPLETE AGREEMENT**

This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

**SECTION 905. OTHER DOCUMENTS**

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

**SECTION 906. APPLICABLE LAW**

The law of the State shall govern the validity, interpretation, construction and performance of this Agreement.

**SECTION 907. WAIVER**

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**SECTION 908. SEVERABILITY**

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

**SECTION 909.            INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

**SECTION 910.            HEADINGS**

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

**IN WITNESS WHEREOF** the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this \_\_\_\_ day of December 2005.

**ATTEST:**

**KEN BURKE, CLERK**

**PINELLAS COUNTY EMERGENCY  
MEDICAL SERVICES AUTHORITY**

by: \_\_\_\_\_  
Deputy Clerk

by: \_\_\_\_\_  
Chairman

[seal]

**APPROVED AS TO FORM  
SUBJECT TO EXECUTION**

\_\_\_\_\_  
**Office of the County Attorney**

**ATTEST:**

by: \_\_\_\_\_  
Witness

by: \_\_\_\_\_  
Contractor

## Appendix A

### First Responders in Pinellas County

#### **ALS**

1. City of Clearwater
2. City of Dunedin
3. East Lake Tarpon Special Fire Control District
4. City of Gulfport
5. City of Largo
6. Lealman Special Fire Control District
7. City of Madeira Beach
8. City of Oldsmar
9. Pinellas Suncoast Fire and Rescue District
10. Palm Harbor Special Fire Control District
11. City of Pinellas Park
12. City of Safety Harbor
13. City of Seminole
14. City of South Pasadena
15. City of St. Petersburg
16. City of St. Pete Beach
17. City of Tarpon Springs
18. City of Treasure Island

#### **BLS**

1. Airport Crash Rescue Fire Fighters (ARFF)
2. City of Belleair Bluffs/Town of Belleair
3. Eckerd College Search and Rescue (ECSAR)

## Appendix B **EMS Communications System Description**

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

### Telephone

Eleven (11) Operator Positions within the EMS Communications Center allow for recorded answering of the following lines:

#### 9-1-1

Twelve (12) incoming 9-1-1 telephone lines, feature enhanced 9-1-1 computer consoles capable of providing Automatic Location Identification (ALI) and Automatic Number Identification (ANI) data. System features the ability to transfer callers to another 9-1-1 center.

#### 530-1234

Five (5) incoming telephone lines, with rollover capability, allow the receipt of Emergency and Non-emergency requests for Ambulance Service from health care facilities and the general public.

#### 582-2073

Five (5) incoming telephone lines, with rollover capability, allow the receipt of administrative requests and call coordination for EMS system personnel.

#### 582-2532

Two (2) incoming telephone lines, with rollover capability, are for the Medical Communications Officer (MCO). Receipt of Medical Communications administrative requests and call coordination for EMS system personnel, health care facilities and the general public are conducted on these lines

### Outgoing

Five (5) outgoing telephone lines allow Personnel access to telephone lines for emergency and non-emergency outgoing calls.

### Ring-down

Automated ring-down line between the EMS Communications Center and the 9-1-1 Center.

## Appendix B, Page 2

### 800 MHz Radio System

#### Sunstar

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

SS-A	Primary Dispatch
SS-B	North County Radio Operator
SS-C	South County Radio Operator
SS-D	Administrative Hailing
SS-E	Non-emergency Radio Operator
SS-F	High Priority Tactical
SS-G	Low Priority Tactical

#### Medical Control

The provision of dedicated medical control tactical channels allows for the consultation by field paramedics with On-Line medical control and coordination by the Medical Communications Officer from the EMS Communications Center. Three (3) tactical channels are designated as Medical Control to be used solely for field paramedic to EMS Communications Center and physician communications. An overview of their general usage is as follows:

MED-DIR-A	Hailing
MED-DIR-B	Primary On-line Medical Control
MED-DIR-C	Secondary On-Line Medical Control

#### Fire/Rescue

Pinellas County Emergency Communication (9-1-1) operates twenty (20) tactical channels to allow for the coordination and dispatch of fire/rescue units. Sunstar mobile and portable radios are programmed to allow access to these channels to coordinate communications between fire/rescue units and Sunstar.

#### UHF Med Radios

UHF Med Radios are in place in each ambulance and in the EMS Communications Center. There are 10 channels coordinated by the Medical Communications Officer to allow field personnel the ability to communicate with every hospital emergency department in the region. Statewide disaster channels are also available. Channels are allocated as follows:

Med 1	Local Medical Coordination - Bayfront Medical Center
Med 2	Local Medical Coordination - St. Anthony's Hospital
Med 3	Bayflite Communications
Med 4	Local Medical Coordination - Morton Plant Hospital

## Appendix B, Page 3

Med 5	Local Medical Coordination - Assigned on a real time basis
Med 6	Local Medical Coordination - Assigned on a real time basis
Med 7	Local Medical Coordination - Assigned on a real time basis
Med 8	Statewide Medical Coordination
Med 9	Bayflite Dispatch
Med 10	Pinellas County Hailing Channel

### Paging

UHF Alphanumeric Pagers and a Paging Transmitter allow the Contractor's CAD software the ability to encode personnel and units through the County's paging terminal (Zetron) connected to the County's paging transmitter.

### 9-1-1 Data Transfer

A data link from the 9-1-1 Center's mainframe computer is routed via leased telephone line, T-1 line, or microwave link, as determined by the Authority, to the EMS Communications Center. It facilitates sending emergency call data between the Contractor's CAD and the 9-1-1 CAD. This allows each center to "ship" the call location of an emergency to the other communications center. Additionally, it allows for shared notes of the call to be continuously updated. The County provides the data link and the Contractor provides the interface server that is connected to the Contractor's CAD system.

### Billing Data Transfer

A data link between the Contractor's CAD and the Authority's Ambulance Billing System. It facilitates sending dispatch data from the Contractor's CAD to the Authority's Ambulance Billing System. The County provides the data link and the Contractor provides the interface server and software that connects to the Contractor's CAD system.

### Audio Recording of Telephone and Radio

A digital audio recording system is in place. It records every operator console telephone and all radio channels relating to Medical Direction and Sunstar. Fire/Rescue radio channels are recorded by the 9-1-1 Center. The Authority shall ensure such audio recording equipment is reliable and proper archives are maintained.

### 9-1-1 Fire Dispatch Consoles

The 9-1-1 Center has backup consoles located within the EMS Communications Center. In the event of an equipment failure or evacuation of the 9-1-1 Center, Contractor personnel may be called upon to operate those consoles while dispatch personnel are in transit to the EMS Communications Center from the 9-1-1 Center.

### Automated Vehicle Location and Mobile Communications Terminals

Contractor shall provide all necessary networking equipment, hardware and software to allow its GPS enabled Mobile Communications Terminals (MCTs) aboard each Vehicle to communicate with the Contractor's CAD to provide Automated Vehicle Location (AVL) functions. Authority shall provide demarcation to its telephone and network equipment as necessary.

**Appendix C**  
**Medical Operations Manual (MOMs)**

SEE  
REFERENCE CD-ROM

## **AGREEMENT**

THIS AGREEMENT is made and entered into this 18 day of Dec., 2003, by and between the DISTRICT BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, FLORIDA, P.O. Box 13489, St. Petersburg, Florida, 33733, ("College") and PINELLAS COUNTY, a political subdivision of the State of Florida, represented by its Board of County Commissions, sitting as the EMERGENCY MEDICAL SERVICES AUTHORITY, a special taxing district of the State of Florida, ("Authority").

### **RECITALS**

1. The Authority is a special taxing district created by Chapter 80-585 Laws of Florida ("Special Act"), for the purpose of providing emergency medical services (EMS) throughout Pinellas County.

2. Pursuant to the Special Act and Chapter 54, Article III of the Pinellas County Code, Authority has contracted with various municipalities, independent and special fire districts, and corporations in the County to provide First Responder Services, Ambulance Services and Medical Direction.

3. Pursuant to Chapter 401, Florida Statutes, Chapter 64E-2, Florida Administrative Code and Pinellas County EMS Rules and Regulations, Paramedics and EMTs must meet certain Continuing Medical Education ("CME) requirements in order to be certified to provide emergency medical services.

4. The Authority is responsible for making available in-service training as required by state regulation and the Pinellas County EMS Rules and Regulations.

5. The Authority has determined that it is in the best interest of the Pinellas County EMS System that the required in-service training program consisting of Continuing Medical Education and Remedial Training be conducted under the joint

auspices of the Authority and the College.

6. The Authority and the College desire to mutually cooperate in order to develop an in-service training program which meets the needs of the **EMS** System and the community by offering the number of classes and training sites that maintain the maximum number of First Responder and Ambulance Provider ALS units in service.

**NOW, THEREFORE,** in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

#### ARTICLE I

##### PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the parties hereto with respect to the provision of an In-Service Training Program,

#### ARTICLE II

##### DEFINITIONS

Unless the context otherwise indicates, capitalized terms herein shall have the following ascribed meanings:

“Ambulance Contractor” means the company selected by the Authority to provide ambulance service.

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

“College” means the Board of Trustees of the St. Petersburg College.

“Continuing Medical Education” or “**CME**” means the medical education training classes that are provided for one of the following purposes: (1) Core Curriculum; (2) Advanced Cardiac Life Support Provider’s Course; (3) Basic Trauma Life Support Provider’s Course; (4) Cardiopulmonary Resuscitation Provider’s Course; (5) State mandated training for recertification; (6) additional training required by the

National Registry of EMTs; and (7) specialized courses identified by the Medical Director or the Medical Control Board.

**“County Certified”** means an EMT, Paramedic or Registered Nurse authorized by the Medical Director to provide patient care in the Pinellas County EMS System according to the Rules and Regulations.

**“EMS Emergency”** means any occurrence or threat thereof in the County, any municipalities therein or in any surrounding county or counties which may result in unusual system overload and is designated such by the Executive Director or Authority.

**“EMS System”** means the network of organizations and individuals established to provide emergency medical services to the residents of the County.

**“Emergency Medical Technician”** means a person who is trained in Basic Life Support, and who is certified by the State of Florida Department of Health to perform such services in emergency situations.

**“Executive Director”** means the Director of the EMS System, or his Designee.

**“First Responder”** means any entity that provides ALS or BLS First Responder Services, pursuant to an agreement with the Authority.

**“In-service Training Program”** means (1) the minimum Continuing Medical Education required for Emergency Medical Technicians and Paramedics to maintain certified status in the Pinellas County EMS System, the State of Florida, and where applicable, the National Registry of Emergency Medical Technicians; and (2) Remedial Training for individuals who may have a specific deficiency that must be corrected to maintain or restore their status within the EMS System.

**“Medical Control Board”** means the board appointed pursuant to County Ordinance No. 8812, as amended.

**“Medical Director”** means a licensed physician, or a corporation, association, or

partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the **EMS** System.

**“Paramedic”** means a person who is trained in Basic and Advanced Life Support and who *is* certified by the State of Florida Department of Health to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations, and the Medical Operations Manual.

**“Performance Requirements”** means the requirements of this Agreement intended to ensure that:

1. Instruction be conducted in a professional manner including, but not limited to, the instructor being prepared to conduct the class, class being convened and released in a timely manner, each Student demonstrates competency in the learning objectives *or* is referred for Remedial Training, and Student records are completed in a timely and accurate manner; and
2. Training site is equipped with instructional materials, supplies, and training equipment necessary to meet the requirements of the **course** being taught; and
3. Each course is of high quality, consistent with EMS training standards, requires the demonstration of competency of the training objectives **and is** approved by the Medical Director in advance; and
4. Courses be prepared on a continual basis to ensure at least two completed and approved courses, six hours of deliverable material, are available at **all** times to ensure the uninterrupted operation of the CME program; and
5. The conduct and appearance **of** CME instructors **be** professional and courteous at all times; and
6. Contractor be unrelenting in its efforts to detect and correct performance deficiencies; and

7. Contractor cooperates with the Authority in upgrading the performance and reliability of the CME program.

"Provider" means an entity licensed under Florida Statutes, and under contract with the Authority to provide **EMS** services in Pinellas County.

"Registered Nurse" means a person who is trained in Basic and Advanced Life Support, who is licensed by the State of Florida to provide professional nursing pursuant to the provisions of state statute and who is County Certified.

"Remedial Training" means specialized medical education for selected individual students needing to correct a deficiency identified by the Medical Director.

"Rules and Regulations" means the rules and regulations adopted by the Authority on October 5, 1993, as may be amended from time to time.

"Steering Committee" means the committee described in Article V hereof.

"Student" means an **EMT**, Paramedic, or Registered Nurse who is an active volunteer with or employed by an **ALS** or BLS First Responder Service, the Ambulance Provider, the Medical Director or the Authority and is Pinellas County certified in accordance with the Pinellas County **EMS** Rules and Regulations. A Student may also be an EMT or Paramedic, who is employed by an affiliated agency and approved in writing by the Executive Director.

### ARTICLE III

#### DUTIES AND RESPONSIBILITIES OF THE COLLEGE

**SECTION 301. CONTINUING MEDICAL EDUCATION PROGRAM.** The College shall have the sole and exclusive **right to** provide, administer, and coordinate **the CME** Program for Registered Nurses, Paramedics, and EMTs. In administering and coordinating the CME Program, the College shall:

1. Register Students; and
2. **Schedule** and conduct all CME Classes consisting of regular, regular make-up, and special make-up classes; and
3. Administer contracts and grants; and
4. Maintain student records as necessary and appropriate for the Authority, Medical Director, Ambulance Contractor, or any First Responder in the EMS System, including a CME database and **information** sufficient to verify the total time spent by each individual in training and provide necessary and appropriate student information upon receiving appropriate student releases and consent; and
5. Make available hard copy verification of completed CME training segment to all Students; and
6. Provide **curriculum** designers, consultants and faculty as needed; and
7. Evaluate the educational effectiveness of instruction, courses and programs in consultation with the Medical Director and/or Steering Committee;
8. Assess and collect fees from Students for CME classes that are offered and are not considered a regular class, a regular make-up class, or a special make-up class approved by the Medical Director, and
9. Provide faculty workshops as needed.

**SECTION 302. REMEDIAL TRAINING PROGRAM.** The College shall have the sole and exclusive right to provide, administer and coordinate the Remedial Training

Program for Paramedics and EMTs. In administering and coordinating the Remedial Training Program, the College shall:

1. Register Students referred to the Program by the Medical Director; and
2. Schedule and conduct all Remedial Training Classes; and
3. Maintain student records as necessary and appropriate for the Authority and Medical Director, including information sufficient to verify the total time spent by each individual in training and provide necessary and appropriate student information upon receiving appropriate student releases and consent; and
4. Make available hard copy verification of completed training to all Students who are registered in the Remedial Training Program; and
5. Provide curriculum designers, consultants and faculty as needed; and
6. Evaluate the educational effectiveness of instruction, in consultation with the Medical Director; and
7. Provide faculty workshops as needed.

**SECTION 303. PROGRAM EVALUATION.** The College shall establish procedures to regularly evaluate the educational effectiveness of instruction, courses, and programs offered under the Program and shall accept advice from the Authority and Medical Director so that the Program is operated in a cooperative spirit.

**SECTION 304. EQUIPMENT.** The College shall provide fundamental educational equipment for each site through approved Authority procedures for curriculum support. The College shall provide facilities and equipment for video production as the need

arises.

**SECTION 305. OUTSIDE WORK** College may request written permission of the Authority's Executive Director to use any course materials or curriculum specifically developed for the **CME** program for reproduction or sale to universities, colleges, EMS agencies outside Pinellas County or individual students. In such event, College shall request from the Executive Director, approval of such use, and provided the following conditions are met, such approval shall be granted:

(A). **Cost Recovery for the Authority.** College shall reimburse the Authority an amount sufficient to cover a fair and reasonable portion of the Authority's expenditure for such curriculum development. The Authority's Executive Director must agree to such amount in writing in advance.

(B). **High Quality Course Materials and Curriculum.** Executive Director has determined that the course materials or curriculum are of high quality and reflect a positive image of the Authority and the EMS System on an individual course or curriculum basis. Such authorization must be in writing.

(C). **Customers not within the Pinellas County EMS System.** College agrees that in no event will EMS agencies under contract with the Authority either directly or indirectly purchase or utilize CME materials authorized through this provision.

#### **ARTICLE IV**

#### **DUTIES AND RESPONSIBILITIES OF THE AUTHORITY**

**SECTION 401. FACULTY AND TRAINING SITES.** The Authority shall recommend faculty and curriculum designers to the College from within the EMS System, including the Ambulance Provider and First Responders.

The Authority shall also make available to the College training facilities and equipment from the Authority, and will coordinate the use of training sites with the Ambulance Provider and First Responders for training. Locked equipment cabinets at each training site shall be provided.

**SECTION 402. MEDICAL DIRECTION.** The Authority shall establish, with the Medical Director, procedures to evaluate the clinical impact and effectiveness of the entire Program as a part of its role in quality assurance and improvement for the **EMS** system. The Authority shall notify the College of any concern, which the Medical Director may have about any course, program, or instruction activity. The Authority shall make available the Medical Director, or his designee, to serve on the Steering Committee *for* ongoing curriculum guidance and evaluation and shall make available the staff of the Medical Director's Office to serve as faculty and/or curriculum consultants to the CME and Remedial Training programs, and to recommend participants from the Medical Control Board,

**SECTION 403. RELEASES AND CONSENTS.** The College shall obtain releases and consents from students to authorize the College to release to the Authority, the Office of the Medical Director, and other necessary and appropriate agencies, student information regarding student attendance, performance, and grades.

**SECTION 404. MEDICAL SUPPLIES.** The Authority shall provide disposable medical supplies in sufficient number for each site as recommended through approved Authority procedures.

**SECTION 405. CAPITAL EQUIPMENT.** The Authority shall provide capital equipment items as recommended through approved Authority procedures. The established procedure for capital equipment purchase shall be in the following order: 1) recommendation by the Steering Committee; 2) approval by the College; 3) approval by

the Authority; and **4)** the Authority shall, after budgetary process, purchase and own the capital equipment requested if approved. Subsequently, the College shall accept responsibility via a hand receipt for control of these assets. The College accepts responsibility for any loss or damage to the equipment and shall pay for any repair or the fair market value of any equipment that is not repairable or lost to the Authority to the limits of Florida Statute 768.28, as applicable. The Authority shall be responsible for routine maintenance of the capital equipment.

## **ARTICLE V**

### **STEERING COMMITTEE**

The parties shall maintain a Steering Committee, which is advisory in nature, to assess learning needs, guide curriculum development (objectives, contents, and teaching methods), review and recommend the number and location of teaching sites and the number of classes, and recommend educational materials to implement the designed curriculum. The Steering Committee shall also review and evaluate the educational efficacy and student satisfaction with courses after they are developed and implemented. The CME Steering Committee shall consist of:

- (1). EMS Authority representative
- (2). Medical Director Representative
- (3). CME Program **Coordinator**
- (4). Ambulance Contractor representative
- (5). Pinellas County Fire Chiefs Association representative
- (6). Providers **of** Advanced Life Support Association (PALS) representative
- (7). Field Paramedic designated by the Ambulance Contractor

- (8). Field Paramedic designated by the Pinellas County Fire Chiefs Association
- (9). Field EMT designated by the Ambulance Contractor
- (10). Field EMT designated by the Pinellas County Fire Chiefs Association

The Chair of the Steering Committee shall be the CME Program Coordinator and the Vice Chair shall be elected by a majority vote of the Steering Committee. The CME Steering Committee shall meet at least on a quarterly basis.

## **ARTICLE VI**

### **COMPENSATION**

**SECTION 601. COMPENSATION** The Authority agrees to compensate the College for the total cost of the program plus a sum equal to fifteen (15%) percent of the cost of the program for the period commencing October 1, 2003 and ending September 30, 2006. Cost means actual cost of administration, regular, and remedial instruction, curriculum development, and all related matters. The College shall be paid in approximately equal payments quarterly. The annual compensation for the period commencing **October 1, 2003** and ending September 30, 2004 shall be **\$474,619.91**.

For each year during the term of this Agreement, the compensation amount shall be established through the Pinellas County budget process and approved by **the** EMS Authority, but in no event shall compensation for any given year exceed Five Hundred Thousand Dollars (\$500,000.00)

The College shall provide the Authority with a Quarterly statement that services have been rendered, for the **specific** Quarter in accordance with this Agreement. This statement shall be addressed to the Executive Director for the Authority and shall constitute a request for reimbursement. Each Quarterly statement shall be

accompanied by a report which shall include at minimum, quarterly and ~~year-to-date~~ totals for classes held and students trained. During the term of this Agreement, the College shall also furnish the Authority on or before each December 15<sup>th</sup>, beginning in 2004, a detailed accounting of the cost incurred hereunder during the previous fiscal year and shall make adjustments, if necessary, for over or underpayment by the Authority. Should there be an overpayment, the College shall refund the same to the Authority. Should there be an underpayment, the Authority shall remit the same to the College.

**SECTION 602. DEDUCTION FOR FAILURE TO COMPLY WITH PERFORMANCE REQUIREMENTS**

In the event College fails to comply with any of ~~the~~ Performance Requirements, the Authority Shall issue to Contractor a written warning describing such failure. Should College's noncompliance continue after receipt of such warning, the Authority may deduct from the Annual Compensation an amount equal to seven hundred-fifty (\$750.00) Dollars for each occurrence. As determining actual damages would be extremely difficult or impossible, the Parties agree that these deduction amounts will be liquidated damages and not a penalty. Any such deductions will be made from the last quarterly payment within the then ~~current~~ fiscal year in accordance with Section 601. Any dispute of the College to the assessment of a deduction may be resolved in accordance with Section 902.

Persistent and repeated failure of College to comply with any of the Performance Requirements may result in termination pursuant to Section 802.

## ARTICLE VII

### INSURANCE

College property used in the Program and property of the Authority, which is in the care, custody, and control of the College shall be covered by the College's standard insurance coverage. All other property used in the program shall be insured by the respective property owner. Authority shall verify that students in the program receiving remedial training are covered under appropriate policy with their employers or through the students' own coverage with sufficient coverage and limits to satisfy the College and facilities providing hands-on experience and training. Evidence of such coverages shall be provided the College upon request.

## ARTICLE VIII

### TERM AND TERMINATION

**SECTION 801. TERM OF AGREEMENT.** This Agreement shall become effective on October 1, 2003, and shall expire on September 30, 2006.

**SECTION 802. TERMINATION.** If any party violates or defaults upon any of the terms and conditions of this Agreement, the aggrieved party shall provide written notice to the other party of such violation or default and the party shall have thirty (30) days to correct the violation or default. If the violation or default issue is not satisfactorily resolved within thirty (30) days, the aggrieved party may terminate this Agreement.

**SECTION 803. . FISCAL NON-FUNDING.** In the event that sufficient budgeted funds are not available for a new fiscal period, this **contract** shall **terminate** on the last day of the fiscal period without penalty or expense to the Authority.

**ARTICLE IX**

**MISCELLANEOUS**

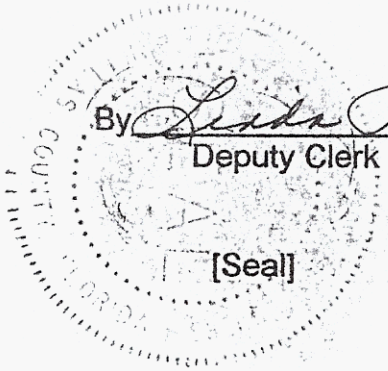
**SECTION 901. AMENDMENT.** This Agreement may be amended by **mutual** agreement of the parties in writing.

**SECTION 902. DISPUTE RESOLUTION.** In the event the matter cannot be promptly resolved, the College shall request a meeting of representatives of the parties to include:

- (1). County Administrator
- (2). President, Pinellas County Fire Chiefs Association
- (3). Executive Director, EMS Authority
- (4). College Provost or Designee
- (5). Medical Director
- (6). Ambulance Contractor Management Representative

ATTEST:  
KARLEEN F. De BLAKER, CLERK

PINELLAS COUNTY EMERGENCY  
MEDICAL SERVICES AUTHORITY,  
By and through the Board of County  
Commissioners



By *Linda A. Reed*  
Deputy Clerk

By *Karen Williams Seel*  
Chairman

Approved as to Form:

*[Signature]*  
Office of the County Attorney

Witnesses as to the Board:

*Pamela J. Smith*  
*Rose Santella*

DISTRICT BOARD OF TRUSTEES OF  
ST. PETERSBURG COLLEGE  
FLORIDA

By: *Carl M. Kuttler, Jr.*  
Carl M. Kuttler, Jr.  
College President & Secretary,  
District Board of Trustees

APPROVED  
AS TO FORM AND CONTENT

*BA*  
COLLEGE ATTORNEY

Approved by: *BA*  
On: *9/23/03*

**Appendix E**

**"The 2005 Sterling Criteria for Organizational Performance Excellence"**

For additional information or a copy of the book, contact:

FLORIDA STERLING COUNCIL, INC.  
P.O. Box 13907  
Tallahassee, FL 32317-3907  
Phone: (850) 922-5316

Or Visit

**[www.floridasterling.com](http://www.floridasterling.com)**

**Appendix F**  
**Certificates of Insurance**

**To Be Provided by Successful Proposer**

**Appendix G**  
**Additional Performance Requirements**

<b>Requirement</b>	<b>Liquidated Damages</b>
Approval of Patient Transport by a First Responder that is not clinically necessary or in compliance with the then current Transport Protocol.	\$1,000.00 per occurrence
Late submission of Annual Report in accordance with Section 417.	\$100.00 per calendar day
Late submission of research project or articles to trade journals in accordance with Section 413.	\$100.00 per calendar day
Meeting Room cleanup – After conducting a meeting or training session in any of the shared meeting rooms, the Cafeteria or the Auditorium, Contractor's staff shall remove all of their materials, equipment and trash and return the room to its original condition at the conclusion of their meeting. Contractor's personnel shall return any borrowed audio-visual equipment to the Authority's staff.	\$100.00 per meeting
Professional Appearance of Medical Communications Officers in accordance with Section 404.	\$100.00 per occurrence
Quality Assurance Reviews initiated by the Authority's staff, which are the result of a billing inquiry or designated a high priority, shall be investigated and a case disposition rendered and communicated by letter to the Authority's staff within 14 calendar days.	\$100.00 per calendar day

**APPENDIX H  
HIPAA BUSINESS ASSOCIATE AGREEMENT ADDENDUM TO CONTRACT**

This Agreement (“Agreement”) is entered into by and between \_\_\_\_\_ (“Business Associate”) and of PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY/SUNSTAR (EMS) and is incorporated into the contract between the parties to which it is appended (also referred to as Underlying Agreement).

**RECITALS**

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

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

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

**AGREEMENT**

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

**ARTICLE I  
DEFINITIONS**

1.1 “Disclose” and “Disclosure” mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside Business Associate’s internal operations or to other than its employees.

1.2 “Health Information” means information that (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

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

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

1.5 “Underlying Agreement” means the services agreement executed by the Covered Entity and Business Associate.

1.6 “Use” or “Uses” mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within Business Associate’s internal operations.

1.7 “Security Regulations” means the Security Standards for the Protection of Electronic Protected Health Information 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

## **ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Initial Effective Date of Performance. The obligations created under this Agreement shall become effective at the same time as the contract to which this is appended.

2.2 Permitted Uses and Disclosures of Health Information. Business Associate is authorized to and shall:

a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of Covered Entity;

b. Use Health Information to create aggregated or de-identified information (in accordance with the requirements of the Privacy Regulations);

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by Covered Entity provided that Covered Entity shall not request Business Associate to Use or Disclose Health Information in a manner that would not be permissible if done by Covered Entity.

Business Associate shall not Use Health Information for any other purpose, except that if necessary, Business Associate may Use Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities; provided that any Use or Disclosure described herein will not violate the Privacy Regulations or Florida law if done by Covered Entity. Except as otherwise limited in this Agreement, Business Associate may Disclose Health Information for the

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

2.3 Adequate Safeguards for Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Agreement. This includes insuring the security of electronic protected health information as required by the Security Regulations.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Reporting Non-Permitted Use or Disclosure or Security Incident. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement of which Business Associate becomes aware. Business Associate shall also report each security incident of which it becomes aware. The initial report shall be made by telephone call to the Covered Entity within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to covered Entity no later than five (5) days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

2.6 Availability of Internal Practices, Books and Records. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Health Information and its security procedures available to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), for purposes of determining Covered Entity's compliance with the Privacy Regulations.

2.7 Access to and Amendment of Health Information. Business Associate shall, to the extent Covered Entity determines that any Health Information constitutes a "designated record set" under the Privacy Regulations, (a) make the Health Information specified by Covered Entity available to Covered Entity or to the individual(s) identified by Covered Entity as being entitled to access and copy that Health Information, and (b) make any amendments to Health Information that are requested by Covered Entity. Business Associate shall provide such access and make such amendments within the time and in the manner specified by Covered Entity.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Health Information made by Business Associate or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.8, Business Associate shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

2.9 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Health Information from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement with respect to such Health Information.

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

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

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

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

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

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

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

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

d. violation of this agreement is a violation of the Underlying Agreement and may lead to termination of that agreement.

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

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

## **ARTICLE V MISCELLANEOUS**

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

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

embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws.

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

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

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

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

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

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

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

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

5.11 Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in accordance with the terms of the Underlying Agreement or to such other addresses as the parties may request in writing by notice given pursuant to this Section 5.12. Notices shall be deemed received on the earliest of

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

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

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

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