

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: November 21, 2006	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
Department	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Submitted For: FIRE RESCUE

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I. EXECUTIVE BRIEF

Motion and Title:

Staff recommends motion to approve: An Interlocal Agreement with the Health Care District of Palm Beach County for the provision of Emergency Medical (Aeromedical) Services to become effective upon approval by both parties and remain in effect through December 31, 2009. This agreement also extends the previous agreement (R2001-0890), as amended (R2004-2390), retroactively from December 31, 2005 through the commencement of this Interlocal Agreement.

Summary:

This Interlocal Agreement provides Aeromedical services to the citizens of Palm Beach County by the partnering of the two agencies utilizing Palm Beach County Fire Rescue licensed Paramedics and the Health Care District's air ambulance helicopters. This agreement will commence upon approval by both parties and will remain in effect through December 31, 2009, with the option for additional four-year terms thereafter upon mutual written agreement of the parties. This agreement also extends the term of the previous agreement, as amended, retroactively from December 31, 2005 through the commencement of this agreement.
Countywide (SB)


Background and Justification:

The Health Care District and Palm Beach County jointly operate the Trauma Hawk Aeromedical program to provide emergency treatment and transport of critically injured and ill patients throughout Palm Beach County. This agreement further extends the partnership of the multi-agency cooperation. The Health Care District owns and operates the helicopters while Palm Beach County provides the medical services under its COPCN.

Attachments:

- 1. Interlocal Agreement

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Recommended By:  10-30-06
Deputy Chief Date

Approved By:  10-30-06
Fire-Rescue Administrator Date



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>2,259,680</u>	<u>2,372,664</u>	<u>622,824</u>	_____	_____
External Revenues	(<u>2,259,680</u>)	(<u>2,372,664</u>)	(<u>622,824</u>)	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes XX No

Budget Account No.: Fund 1300 Dept 440 Unit 4239 Object Various

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The program is appropriated in the Fire Rescue Main MSTU and is funded by revenue from the Health Care District. Future costs of personnel and operating expenses are contingent upon the Collective Bargaining Agreement.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

B. Legal Sufficiency: _____

Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES
BY AND BETWEEN THE
HEALTH CARE DISTRICT OF PALM BEACH COUNTY AND PALM BEACH COUNTY**

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the Health Care District of Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the "District" and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter the "County".

WHEREAS, the District has the responsibility to administer the Trauma System and the Trauma Hawk Aeromedical Program (the "Aeromedical Program" or "Program") in accordance with the Palm Beach County Trauma Ordinance, Chapter 13, Article V of the Palm Beach County Code, Chapter 395, Part II, Florida Statutes, the Rules of the Department of Health, Chapter 64E-2, Florida Administrative Code (F.A.C.), and the "Emergency Medical Transportation Services Act", Chapter 401, Part III, Florida Statutes; and

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 authorizes local governments to make the most effective use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority each might exercise separately; and

WHEREAS, the County, pursuant to the provisions of Chapter 395, Part II, Florida Statutes and the District, pursuant to the provisions of Florida Law 326-2003, as may be amended have certain responsibilities in the development and maintenance of the Trauma System, and;

WHEREAS, each party has the authority to enter into this agreement in order to implement the Aeromedical Program, and

WHEREAS, the District owns and operates air ambulance helicopters, aircraft hangar and facilities, is a holder of a Federal Aviation Administration Air Carrier Certificate and provides service to Palm Beach County and surrounding areas; and

WHEREAS, the County's Fire Rescue Department is a holder of State of Florida, Air Transport license and Class C Certificate of Public Convenience and Necessity within Palm Beach County and is the largest provider of Advanced Life Support pre-hospital services in the County; and

NOW, THEREFORE, the District and the County, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

SECTION 1. DEFINITIONS:

For the purpose of this agreement, the following definitions shall apply.

"Advanced life support" - treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department of Health.

"Critical Care" - treatment of a patient whose condition warrants care commensurate with the scope of practice of a physician or critical care registered nurse.

"Dispatcher" - communication specialist who is responsible for gathering and providing aviation and medical information, aircraft flight following, and flight locating in accordance with the terms outlined in Appendix C of this Agreement.

"Emergency Medical Condition" - a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- Serious jeopardy to patient health, including a pregnant woman or fetus.
- Serious impairment to bodily functions.
- Serious dysfunction of any bodily organ or part.

"Flight Following" - the continual monitoring of the progression of a flight through radio communication or electronic means.

"Flight Locating" - the organized process of locating an aircraft when an overdue or missing condition exists.

"Infection Control" - an approach to reducing the risk of disease transmission from patient to care provider, care provider to patient, and from the contaminated environment to care provider or patient.

"Medically Necessary Transfer" - means a transfer made necessary because the patient is in immediate need of treatment for an emergency medical condition for which the facility lacks service capability or is at service capacity.

"Medical Director(s)" - a physician who is responsible for providing medical supervision, including medical care quality assurance and evaluation, for the daily operations and training for the aeromedical services provided by the Program.

"Quality Management" - total process of continually monitoring, assessing and improving the quality of the service.

"Specialty Care" - special patient care such as neonatal, pediatric, perinatal, etc.

SECTION 2. INCORPORATION OF FACT:

The facts set forth above in the preamble to this agreement are true and correct.

SECTION 3. PURPOSE:

The purpose of this agreement is to establish the parties' rights and obligations regarding the provision of aeromedical services.

SECTION 4. REPRESENTATIVE AND CONTRACT MONITOR:

The Health Care District's representative and contract monitor during the performance of this Agreement will be the Director of Medical Transport and Aeromedical Facilities for the Health Care District's Aeromedical Program, whose telephone number is 561-689-7140. Palm Beach County's representative and contract monitor during the performance of this Agreement will be the Fire Rescue Administrator whose telephone number is 561-616-7000.

SECTION 5. SERVICES TO BE PROVIDED:

The primary mission of the Trauma Hawk Aeromedical Program is to support pre-hospital and interfacility emergency medical services. The specific functions by priority are as follows:

- Rapid transport and advanced life support care to trauma patients referred to trauma centers, both from the scene and hospitals.
- Rapid transport of critically ill or specialty care patients to tertiary hospitals for definitive care.
- Expedient interfacility transport of patients to acute care facilities or Trauma Centers from within or without Palm Beach County.
- Aeromedical transportation in support of relief efforts during disasters when requested by the appropriate Federal, or State or Local Officials.

County will record all incidents and occasions when the above services are not provided for medical reasons and thoroughly document the reasons and justifications therefore. The District shall be responsible for recording all incidents and occasions when the above services are not provided for other than medical reasons.

SECTION 6. ADMINISTRATION:

A. Contract for Services:

This Agreement is simply a contract for the provision of services and shall not in any way or manner whatsoever be deemed to constitute a transfer of powers. This Agreement is solely an Interlocal agreement to provide services as authorized by Section 163.01, Florida Statutes

B. Policies and Procedures:

Both Parties agree to work cooperatively with each other to develop and implement policies and procedures, which allow for the efficient administration of the Aeromedical Program.

C. Meetings:

Both parties shall make themselves available, within a reasonable timeframe, at the request of the other party to discuss issues of mutual concern, including, but not limited to, personnel, clinical, operational, or administrative matters. Additionally, the parties agree to meet on a regular basis to discuss ongoing issues and to provide for effective communications.

Program service modifications will be developed cooperatively then presented to the Trauma Agency Advisory Committee for a recommendation to the District Board for approval.

SECTION 7.

DISTRICT RESPONSIBILITY:

The District through its Aeromedical Department agrees to: plan, administer, and operate the agreed upon portions of the Aeromedical Program as outlined in this Agreement in accordance with applicable Federal, State, and local laws, regulations, acts, statutes, ordinances, rules and codes, and reserves the right to exceed those minimum standards at the District's sole discretion and within County's service capability.

A. License and Certification:

The District shall maintain the appropriate Federal Aviation Administration Certification.

B. Administration Oversight:

The District shall maintain responsibility for administrative direction of the Program. The District shall be responsible for contracting with hospitals, governmental entities, and other third parties for aeromedical transportation between locations and facilities, provided such agreements are within the scope of Fire-Rescue's ALS license and COPCN.

C. Operational Oversight:

The District shall maintain overall oversight of the program including:

1. The determination of services to be provided in addition to those provided through the Fire-Rescue ALS License and COPCN. (e.g. special missions such as limited search and rescue, medical equipment, blood or organ transports and supporting tasks), provided that such services do not compromise the primary mission as specified in Section 5 of this Agreement.
2. All operational issues governed by FAR's including, without limitation, pilots, safety initiatives, weather requirements, aviation related training, the aircraft or any installation of equipment.
3. The execution of all transport agreements, provided such agreements are within the scope of Fire-Rescue's ALS License and COPCN.
4. It is expressly understood and agreed that pursuant to the provisions of applicable Federal Aviation Regulations that the District shall accept direct responsibility for the performance of its pilots and maintenance personnel providing services under this program.

D. Aeromedical Personnel:

The District hereby contracts with County to provide the medical services component of the Aeromedical Program and to work cooperatively with the County to establish service qualifications for the safe and effective delivery of patient care in the Aeromedical environment. Shift staffing levels, starting times, and hours of operation shall be arranged so as to assure efficient aeromedical services, shall be based on "peak workload statistics," to be evaluated and adjusted no more than once annually effective October 1 of each year, and is currently as follows:

Aircrafts shall be staffed with one (1) RN/EMT-P and one (1) EMT-P that meet all Federal and State licensing or certification requirements and maintain competency in accordance with Exhibit A, which is incorporated herein by reference. Existing aeromedical staff is identified on Exhibit B incorporated herein by reference.

Aircraft 1 shall be staffed on a 24 hour/7 day a week basis. Aircraft 2 shall be staffed on a 12-hour/7 day a week basis. Crew duty times shall comply with applicable regulatory requirements.

E. Funding

The District agrees to reimburse the County for all direct costs to provide Aeromedical services provided under this Agreement. This shall include, but not be limited to, the cost of salaries, pensions, health benefits, FICA and Medicare taxes, workers' compensation expenses, cost of leave-time and training-time coverage, administrative costs and any personnel costs incurred pursuant to the County's Collective Bargaining agreement for union personnel. Administrative costs shall be computed at two percent (2%) of actual invoices paid. Additionally, the District agrees to reimburse County for expenditures of supplies, medicines, disposable equipment or any other items used in direct association with the operation of the Aeromedical program. Changes in the number or grade level of aeromedical personnel assigned to the Program and in the organizational structure shall require District approval. Capital purchases shall not be included in this calculation. A capital budget shall be developed in cooperation with the District. It shall be the District's responsibility to budget and purchase all capital items mutually agreed upon. For all other costs as identified above, the District will be billed on a monthly basis and shall remit payment to the County within thirty (30) days of receipt of an invoice.

Anytime Palm Beach County medical personnel are returned to Fire Rescue duties credit shall be applied to the District's monthly billing for those personnel costs.

F. Equipment:

The District agrees to supply sufficient aircraft, properly equipped, inspected and certified, in order to assure aeromedical services will be provided as indicated in Section D above. In addition, the District agrees to provide sufficient hanger space, office and living quarters for the above referenced aeromedical personnel, pilots and aircraft maintenance necessary for efficient delivery of aeromedical services.

SECTION 8. COUNTY'S RESPONSIBILITY:

A. License, Certification and Accreditation:

The County agrees to the following regarding license, certification and accreditation:

- To maintain the appropriate State of Florida Air Ambulance license and Palm Beach County certification of public convenience and necessity; subject to the approval process set forth in Chapter 401, Florida Statutes and County Ordinance 2001-25, as may be amended from time to time; and
- To cooperate in obtaining program accreditation by the Commission of Accreditation for Medical Transport Systems. and
- That Palm Beach County Fire Rescue's Medical Director shall meet all the provisions of 64E-2.004 F.A.C., supervise and accept direct responsibility for the medical performance of the paramedics and registered nurses providing services under the Program.

B. Aeromedical Personnel:

The County agrees to the following regarding Aeromedical Personnel:

- To provide one medical crew supervisor who is knowledgeable of operational guidelines specified by the Commission on Accreditation of Medical Transport Systems (CAMTS), the Association of Air Medical Services, Federal and State air medical requirements and routinely performs medical assignment on the aeromedical helicopter. This individual shall insure: scheduling of medical personnel to meet program needs, all medical personnel receive necessary training, records are maintained, quality and utilization review of patient care, and provision of patient care information in support of the District's billing process. The individual shall be dedicated to the air medical operations supporting operational safety, efficient delivery of patient care and distribution of aeromedical administrative tasks among medical crew members; and
- To provide Aeromedical personnel to staff each aircraft during operational hours with one (1) RN/EMT-P and one (1) EMT-P, and
- That each RN/EMT-P shall be licensed by the State of Florida and possess at least the minimum qualifications as provided in Exhibit A and incorporated herein by reference; and
- That each EMT-P shall be certified in the State of Florida and meet the requirements as defined in the Rules of the Department of Health, Chapter 64E-2, F.A.C. and under the provisions of the "Florida Emergency Medical Transportation Services Act," Chapter 401, Part III, Florida Statutes; and
- To provide Aeromedical personnel who will be responsible for providing ALS and critical care functions on the aircraft; and
- That Aeromedical personnel shall not be routinely scheduled for aeromedical duties in excess of twelve (12) hours in any twenty-four (24) hour period; and
- To evenly distribute work assignments within the Aeromedical Program to maintain proficiency of all Aeromedical personnel including those used in the relief category; and
- To provide initial and recurrent training and education for the designated Aeromedical personnel; and
- To ensure that the personnel performing Aeromedical services will satisfactorily complete, demonstrate and maintain appropriate competency requirements as defined in this Agreement and Exhibit A; and
- To provide the appropriate District personnel, to the extent provided by law, the necessary records, including all patient care information within 14-hours of the completion of the call in order to comply with the "Trauma Quality Management Program" and the billing process.

In addition to the other requirements set forth, each of the Aeromedical personnel shall comply with the following:

- Possess a current County physical or a second class flight physical by an FAA certified Flight Surgeon.
- Comply with all applicable Federal Aviation Administration requirements for Medical Personnel.
- Cooperate with the District, by coordinating training specifically designed toward landing zone establishment and safety in and around the helicopter during scene operations of the Aeromedical Helicopter, to all County Fire Rescue operational personnel.

C. Dispatching:

The County agrees to the following regarding Dispatching:

- To provide dispatching and related communication services, including, flight following, flight locating and post accident/incident planning in cooperation with the District in accordance with Exhibit C, which is incorporated herein by reference, and
- To comply with Aeromedical aspects of the State Communications Plan.

D. Insurance:

The County agrees to provide the following insurance coverages relating to its Fire Rescue Department, and evidence of said coverages, by means of a Certificate of Insurance, with proper notice of cancellation required:

- General and Professional Liability and Errors and Omissions (including professional services) for acts of the Fire Rescue Department personnel in accordance with limits of \$1,000,000 per claimant and \$2,000,000 per occurrence.
- Worker's Compensation and Employer's Liability for Fire Rescue Department personnel.

E. Budget Submission:

The County agrees to submit to the District its proposed budget for the upcoming fiscal year no later than April 1 of each year. This budget will be based on the cost to provide aeromedical services as identified within this Agreement.

SECTION 9. TERM:

The term of this Agreement shall commence upon approval of both parties and continue in effect through December 31, 2009 and may be renewed for like (4) year terms thereafter upon mutual written agreement of the parties. This Agreement may be terminated by either party without cause upon written notice of termination to the other party prior to April 1 of any year, with termination effective September 30 of that same year, provided that if the District initiates the termination, it shall have demonstrated the award of a State of Florida ALS license and satisfied existing COPCN requirements.

SECTION 10. EXTENSION OF PRIOR AGREEMENT

The terms and conditions of the agreement between the District and County (R2001-0890), as amended (R2004-2390) shall be extended retroactively from December 31, 2005 through the commencement of this Agreement.

SECTION 11. DEFAULT AND OPPORTUNITY TO CURE:

If the county shall default in any of its material obligations under this Agreement, which shall be defined as a repeated failure to provide the required level of service, then, in that event, the District shall provide written notice of default to the County and afford the County a period of ninety (90) days to cure such default (if such default is curable); provided, however, that if the default in question cannot be cured within such ninety (90) day period, then the County shall be afforded such additional time as shall be reasonably required to cure such default.

If the County shall be default hereunder beyond the expiration of the applicable period stated above, the District shall have the right to cure such default, in which event the County shall immediately reimburse the District for all sums paid to effect such cure. In the event that the default can not be cured by District, this Agreement shall terminate at the expiration of said ninety (90) day period.

If the District shall default in any of its material obligations under this Agreement, which shall be defined as a repeated failure to provide the required level of service, then, in that event, the County must provide notice of default to the District and afford the District a period of (90) days to cure such default; provided, however, that if the default in question cannot be cured within such ninety (90) day period, then in that event the District shall be afforded such additional time as shall be reasonably required to cure sure default.

If the District shall be in default hereunder beyond the expiration of the applicable cure period stated above, the County shall have the right to cure such default, in which event the District shall immediately reimburse County for all sums paid to effect such cure. In the event that the default can not be cured by County, this Agreement shall terminate at the expiration of said (90) day period.

The provisions of this section do not abrogate the termination without cause provision provided in Section 9, above.

SECTION 12. RELATIONSHIP OF COUNTY EMPLOYEES TO DISTRICT:

This Agreement does not and shall not be construed to make any officer or employee of County an officer or employee of the District for any purpose whatsoever, nor any officer or employee of the District an officer or employee of County for any purpose whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

SECTION 13. LIABILITY:

The parties to this agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party, its officers and employees or of any third party. Each party shall be responsible for its own negligence. Furthermore, nothing contained herein shall be construed as a waiver of either party's sovereign immunity or the assumption of liability in excess of that allowed by law.

SECTION 14. FILING:

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 15. INDEMNIFICATION:

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the District against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and the District shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of the District's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

SECTION 16. FORCE MAJEURE:

Except as otherwise provided in this Agreement, County shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the County which was not avoidable in the exercise of reasonable care and foresight. In the event of any such inability to perform, District shall have the right to undertake such actions as may be necessary and prudent to insure the continuation of aeromedical services provided herein.

SECTION 17. ENFORCEMENT COSTS:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

SECTION 18. NOTICE:

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by certified mail, return receipt requested, to the following:

As to the District:

Director of Medical Transport & Aeromedical Facilities
Health Care District of Palm Beach County
4255 Southern Blvd.
West Palm Beach, FL 33406

As to the County:

Fire-Rescue Administrator
Palm Beach County Fire-Rescue
50 South Military Tr., Suite 101
West Palm Beach, FL 33415

SECTION 19. REMEDIES:

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 20. JOINT PREPARATION:

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

SECTION 21. EQUAL OPPORTUNITY:

The County and District agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, martial status, or sexual orientation, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 22. CAPTIONS:

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 23. SEVERABILITY:

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 24. ENTIRETY OF AGREEMENT:

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

SECTION 25. BUDGET OBLIGATION:

Each party's performance and obligation to pay under this agreement is contingent upon an annual budgetary appropriation by its respective governing body for each subsequent fiscal year.

SECTION 26. DELEGATION OF AUTHORITY:

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of either party or their respective officers and/or employees.

SECTION 27. ASSIGNMENT OF RIGHTS:

Neither party shall assign, delegate, convey or otherwise transfer in whole or in part, its rights, duties or obligations as set forth in this agreement to any other entity without the prior written consent of the other party.

The Remainder of this Page Left Blank Intentionally

IN WITNESS WHEREOF, the Parties through their duty authorized representatives do hereby execute this Agreement as of the dates entered below.

ATTEST:
SHARON R. BOCK
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
~~Tony Masiotti, Chairman~~
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Assistant County Attorney

By: Herman Daice
S. Delai
Fire Rescue

ATTEST:

HEALTH CARE DISTRICT OF PALM BEACH
COUNTY, BY ITS BOARD OF COMMISSIONERS

By: _____

By: C. Arnold Gaudin

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Nicholas Romanello
Nicholas Romanello, Esquire

EXHIBIT A

TRAUMA HAWK STAFFING

Nursing Skills Criteria

All aeromedical nursing personnel must have completed and shall maintain at least the following:

Training and Education

Trauma Nurse Core Curriculum (TNCC)
Advanced Cardiac Life Support (ACLS)
Pediatric Advanced Life Support (PALS), and

All aeromedical personnel must have completed and shall maintain at least the following:

Basic Trauma Life Support (BTLS).
Advanced Airway Management

Skills Enhancement

All aeromedical personnel must have completed and shall maintain at least the following:

An advanced course in Hemodynamic monitoring of critical care patients.

The County shall advise the District on a quarterly basis on the currency of each medical flight crew member on all certifications required by this Agreement. The County shall notify the District monthly of the training schedule for aeromedical personnel. For trauma related flight crew medical training the County agrees to use the vendors on the District's approved vendor list, and the curriculum is approved by the County's Medical Director.

Work Experience:

All personnel assigned duties with the aeromedical program after January 1, 2003 shall possess a minimum of 4,100 hours of critical care or emergency room nursing experience.

Clinical Rotation

Flight Paramedic/Nurse personnel shall, during scheduled work hours when the aircraft is unavailable for service, perform clinical rotation at one of the local trauma centers or hospital emergency departments within Palm Beach County. If said training is not available on said date, employees may be permitted to report for duty at a Fire Rescue station. Specific clinical performance objectives shall be developed which shall be used to document their skills within the critical care nursing areas.

EXHIBIT B

TRAUMA HAWK STAFF

The following named individuals are assigned to the District Aeromedical Program as of January 1, 2006.

Name	Position
Glenn Jordan	Staff Captain Paramedic/RN
Gary Sands	Paramedic/RN
Tom Reyes	Paramedic/RN
Albert Boroto	Paramedic/RN
Lynn Fail Yoos	Paramedic/RN
Adrian Castro	Paramedic/RN
William Crafa	Paramedic/RN
Thomas Volpe	Paramedic/RN
Steven Wilson	Paramedic
Scott Kindred	Paramedic
Timothy Werner	Paramedic
Wayne Gordon	Paramedic
Brian Moody	Paramedic

EXHIBIT C

DISPATCH PROCEDURES

Initial Dispatch must include the incident location by reference to closest crossing roads or highways and CITY, a course and distance from the Palm Beach International Airport to the scene, if available latitude and longitude of the location and any landmarks identified by the ground provider. Federal Aviation Regulation Part 135.79 requires basic flight plan information be recorded at the Communication Center.

Flight Following is the continual monitoring of the progression of a flight through radio communication or electronic means from liftoff to final landing.

Flight Locating is the organized process of locating an aircraft when an overdue or missing condition exists.

As required by FAR Part 135.79 and Chapter 64E-2, Florida Administrative Code, the Communications Center shall document the communication at least every 15 minutes of flight while enroute or every 45 minutes during time on ground. In the event a flight will travel outside the area where adequate communication can be maintained, the pilot shall provide an estimated time of arrival and the next stopover location with the means for reestablishing communication. The Communications Center will document this information for each flight.

Items 1 through 9 and 12 remain constant during shift designation (roster).

Items 10, 11, 13, and 14 are variable and must be documented for each flight.

1. Flight crew name and position assignment
Pilot in Command, Other Pilot, Medical Attendant 1,2,3 as applicable.
2. Aircraft Registration Number
Trauma Hawk One – N911PB
Trauma Hawk Two – N276TH
3. Type Aircraft and Special Equipment
Sikorsky SK76/G
4. True Airspeed
145 Knots (nautical miles per hour)
5. Base of Operation
Palm Beach International Airport
4255 Southern Blvd.
West Palm Beach, FL 33406
6. Contact & Telephone
Gerald Pagano office: (561) 689-7140 x22 cellular: (561) 719-6704
7. Color of Aircraft
White, Maroon, and Teal

8. Fuel
1 hour 40 minutes (unless advised otherwise)
9. Point of Departure
Palm Beach International Airport (PBI)
10. Departure Time
Enroute
11. Each Landing Location
Landing zone location or hospital

Arrival Time

Departure Time

Number on board

Names of additional crewmembers (if applicable)
12. Destination (in quarters)

Palm Beach International Airport (PBI)
13. Arrival Time
14. Position Report each 15 minutes of flight or 45 minutes on the ground and not reported above

Geographical position: Latitude and Longitude as provided by the Aircrew

If the flight is to be conducted in an area or at an altitude where it is anticipated radio contact will be lost with the Communications Center. The pilot position report shall include

Expected time and means of next contact

Next landing location

Route of flight (if left out consider direct from this position)

Estimated time of arrival.

If 15 minutes during flight or 45 minutes while the aircraft is on the ground has passed without communication, the Communications Specialist should attempt contact with the aircraft.

Refusal to Accept a Flight Request for Safety Reasons

There will be times when a flight is refused by the crew before or after liftoff for environmental safety concerns such as weather. The pilot or other crew member will notify the Communication Center of this refusal by phone or radio, in the following manner:

“Weather conditions for response to (patient pickup or scene location) preclude safe flight. We are unable to provide air transport and (if applicable) suggest ground transport be used.”

Requests from other Aeromedical Providers

If a request for response from another aeromedical provider is received by the Communication Center and it is stated or determined that the requesting provider's aircraft could not respond due to a safety consideration (i.e., weather), upon dispatch the Communication Specialist must notify the pilot of the reason the requesting provider did not respond.

Procedures for aircraft accidents or incidents and/or missing or overdue aircraft

It is not uncommon to lose radio contact as the aircraft completes the approach to landing due to the low altitude. Prior to making the emergency notifications regarding an overdue aircraft, the dispatcher must exhaust all possible means of establishing contact and/or confirming the location of the aircraft.

Communication Specialist contact check list:

- destination ground unit
- destination hospital
- Trauma Hawk Flight Operations at 689-7140

- Call aircraft cell phones (both if necessary)
 - 719-6885
 - 719-6708

NOTE: Prior to the commencement of any search and rescue efforts involving an overdue helicopter or lost radio communications contact the persons below in the order listed.

Gerald M. Pagano	“HCD 1”	Mobil	561-719-6704
Director of Operations		Home	561-274-6513
Brian Parker	“HCD 2”	Mobil	561-719-7118
Chief Pilot		Home	561-575-2279
Steve Docekal	“HCD 3”	Mobil	561-602-1215
Director of Maintenance		Home	561-434-6213
Glenn Jordan, CPT		Pager	561-456-4636
PBCFR “OPERATIONS 5”		Mobil	561-723-3677

**Bill Peters, Division Chief
PBCFR "OPERATIONS 2"**

Pager 561-456-4625

**Dr. Jeff Davis
Trauma Agency Director**

Pager 561-936-8341

The following procedure should be used when any of the following occur:

- 1) If an emergency call is received from the aircraft, or
- 2) If you are notified of an aircraft emergency (to Trauma Hawk) by other persons, or
- 3) If a Trauma Hawk helicopter is more than 30 minutes overdue an ETA, or
- 4) Communication is lost with Trauma Hawk and you suspect the helicopter may be involved in an incident.

Proceed with normal Fire Rescue Emergency Dispatch Procedures

Contact the above listed personnel and provide the following information.

Aircraft registration number
Full name of each crewmember
Departure point
Last known position of the aircraft
Next scheduled landing location
Estimated time of arrival
Patient information, if on board

If search and rescue efforts are required and authorized contact the following:

Incident occurred over land –

Trauma Hawk Duty Crew	Launch other aircraft	561-689-7140
PBSO Dispatch	Eagle	911
Miami Flight Service	<u>if the aircraft out of county</u>	305-233-2610

Incident occurred over water –

US Coast Guard:

Air Station Miami	Emergency	305-953-2130 or 2140
Miami Rescue Coordination Center		305-596-8576
Lake Worth Inlet Station	Search & Rescue	561-844-5030 or 4470

Information shall only be released following collaboration between the County Chief Information Officer, the District Chief Executive Officer and Administrator, Public Affairs.