

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	<u>1,835,725</u>	<u>2,447,633</u>	<u>2,447,633</u>	<u>611,908</u>	
External Revenues	<u>(1,835,725)</u>	<u>(2,447,633)</u>	<u>(2,447,633)</u>	<u>(611,908)</u>	
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	
# ADDITIONAL FTE POSITIONS (Cumulative)					

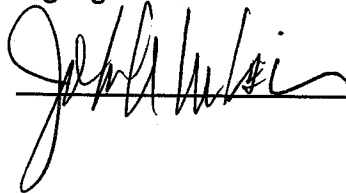
Is Item Included in Current Budget? Yes No

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

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

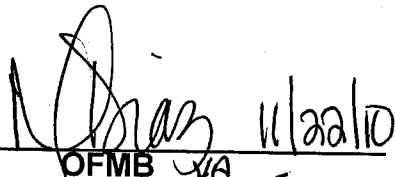
The program is appropriated in the Fire Rescue Main MSTU and is funded by revenue from the Health Care District. Future costs of personnel and operating expenses are contingent upon the Collective Bargaining Agreement.

C. Departmental Fiscal Review:

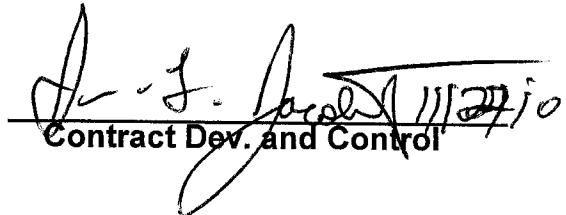


III. REVIEW COMMENTS

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



OFMB WA
11/22/10
11/23/10



Contract Dev. and Control
11/27/10

B. Legal Sufficiency:



Assistant County Attorney
11/23/10

This Contract complies with our contract review requirements.

This contract also retroactively extends the term of R 2006-2513.

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 7th day of December, 2010, 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 Federal Aviation Regulations, 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 64J, 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 the appropriate State of Florida, Air Transport license and Certificate of Public Convenience and Necessity ("COPCN") 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 **Exhibit C** of this Agreement and pursuant to rule, regulation or guidelines established by the State of Florida and the Federal Aviation Administration.

"Emergency Medical Condition" - a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of appropriate 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" - means the continual monitoring of the progression of a flight through radio communication or electronic means.

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

"Infection Control" - means 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)" - means a physician who is responsible for providing medical supervision, including quality assurance and evaluation, for the daily operations and training for the aeromedical services provided by the Program.

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

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

"Utilization review" - process for reviewing the use and appropriateness of helicopter transports.

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 are as follows:

- Rapid transport and advanced life support care to trauma patients referred to trauma centers, both from the scene and hospitals in accordance with the District Hospital/Pre-Hospital Trauma Transport Protocols, as approved by the Board of County Commissioners if required.
- 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.

To the extent permitted by law, County will document 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 documenting to the extent permitted by law all incidents and occasions when the above services are not provided for other than medical reasons. To the extent permitted by law, these documents shall be available to either party at the request of the other. All services provided for by this Agreement shall be in accordance with, and limited to, the scope of any applicable licenses, protocols and authority of the parties.

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 including but not limited to joint Aeromedical practice protocols.

C. Meetings:

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 District Board for approval; provided, however, that no provisions, terms, conditions, obligations and/or rights contained in, or arising from, this Agreement may be added to, modified, superseded, deleted, or otherwise altered, except by a written amendment to this Agreement duly approved by the parties hereto.

On a regular basis the parties will meet to review to the extent permitted by law each transport to verify medical necessity, appropriate care and transport safety as part of Quality Assurance and Utilization Review Programs.

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. The District shall provide the County with a copy of this certificate and any related documentation to support the County's Air Transport license and COPCN.

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 Air Transport 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's Air Transport 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 District will notify the County prior to the execution of all transport agreements, which shall be within the scope of Fire-Rescue's Air Transport License and COPCN and the County's existing obligations under this Agreement. The District shall provide the County with an executed copy of such agreements.
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.

5. The District shall be responsible for maintaining and operating the aircraft in accordance with all applicable FARs and any other applicable federal, state and local laws and regulations.
6. The District's billing process and activities shall comply with all applicable laws, regulations and policies, including but not limited to those relating to Medicare, Medicaid, and any other applicable third party insurance/payor programs. The District shall be fully and solely responsible for its billing process, acts and omissions, and for all overpayments, fines, penalties, and other liabilities, arising therefrom.
7. The District represents that it is duly enrolled and/or authorized to bill Medicare, Medicaid and other third-party payors for the aeromedical services provided for under this Agreement. The County agrees that it will not bill Medicare, Medicaid or other third-party payors for the aeromedical services provided for under this Agreement. This shall not affect the County's right to bill the District as set forth in this Agreement, or the County's right to bill Medicare, Medicaid and other third-party payors for ground ambulance services.

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, 100% of the cost of salaries, pensions, health benefits, FICA and Medicare taxes, workers' compensation expenses, cost of leave-time and training-time coverage, and all other personnel costs; except that reimbursement of such costs for the medical crew supervisor will be at 50% in accordance with Section 8B of this Agreement. The District shall also reimburse the County for administrative costs, which 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 performing services pursuant to their Palm Beach County employment not related to air medical services, 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.

G. Insurance:

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, the District acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

In the event the District maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, the District shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The District agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

The District agrees to maintain third party Aircraft Liability including passengers for scheduled aircraft and temporary substitute aircraft with limits of \$50,000,000 each occurrence.

When requested, the District shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the District of its liability and obligations under this Agreement.

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 Certificate of Public Convenience and Necessity; subject to the approval process set forth in Chapter 401, Florida Statutes and County Ordinance 2006-040, as may be amended from time to time.

- To complete all medically related components, including medical personnel requirements, of program accreditation by the Commission of Accreditation for Medical Transport Systems in accordance with an established plan mutually agreed upon by both parties.
- That Palm Beach County Fire Rescue's Medical Director shall meet all applicable Medical Director provisions of the Florida Statutes and Florida Administrative Code as they relate to Air Ambulance Service requirements, supervise and accept direct responsibility for the medical performance of the paramedics and registered nurses providing services under the Program.
- To comply with all rules and regulations pertaining to control of medications and drugs used in delivery of care under this Agreement.
- To follow the guidelines established by the countywide Trauma Transport Protocols as developed by the District Trauma Agency, and approved by the Board of County Commissioners if required.

B. Aeromedical Personnel:

The County agrees to the following regarding Aeromedical Personnel:

- To provide one medical crew supervisor, whose duties and direct cost shall be shared equally by the County and the District, that is knowledgeable of and meets the Clinical Care Supervisor 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, to the extent permitted by law, 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 the CAMTS Critical Care Transport guidelines; 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 64J, F.A.C. and under the provisions of the "Florida Emergency Medical Transportation Services Act," Chapter 401, Part III, Florida Statutes as may be amended; 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 Assurance 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 operating pursuant to the District FAA Air Ambulance Operating Certificate.
- 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.
- To insure Communications personnel and procedures comply with Federal Aviation Administration Regulations and CAMTS Accreditation Manual.
- To provide an updated list of communicators when personnel changes occur.

D. Insurance:

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.* County acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

In the event County maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, County shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

County agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, County shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the District agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve County of its liability and obligations under this Agreement.

E. Budget Submission:

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

F. Exclusion Lists Screening:

To the extent required by law, each party agrees to screen all of its current and prospective employees, contractors or agents providing services under this agreement ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or non procurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, the respective party shall immediately notify the other party of the same. Screened Persons shall not include any employee, contractor or agent who is not directly providing aeromedical services under this Agreement.

SECTION 9. TERM:

The term of this Agreement shall commence upon approval of both parties and continue in effect through December 31, 2013 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 Air Transport license and satisfied existing COPCN requirements.

SECTION 10. EXTENSION OF PRIOR AGREEMENT:

The terms and conditions of the prior agreement between the District and the County (County contract # R2006-2513 dated November 21, 2006) shall be extended retroactively from December 31, 2009, 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 affect such cure. In the event that the default cannot 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 affect such cure. In the event that the default cannot 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 party.

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
405 Pike Rd.
West Palm Beach, FL 33411

With a copy to:
Nicholas W. Romanello, Esquire
Legal Counsel
Health Care District of Palm Beach County
324 Datura Street, Suite 401
West Palm Beach, FL 33401

With a copy to:
County Attorney
301 N. Olive Ave, Ste 601
West Palm Beach, FL 33401

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 each warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity or expression. The County and District further represents and warrants that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in 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 affect 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 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.

SECTION 28. COMPLIANCE:

Each of the parties agrees to perform its obligations under this Agreement in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' respective performance of this Agreement, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and other applicable federal and state laws protecting the confidentiality of patient information and medical records, the Federal Anti-Kickback Statute, and Medicare and Medicaid program requirements. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under this Agreement and/or the District's right to payment for said services, such party shall immediately notify the other party and the parties shall meet to discuss appropriate corrective action, if any. In the event either party becomes aware that any investigation, audit or proceeding has been initiated with respect to any of the services provided hereunder or payment for said services, such party shall immediately notify the other party.

SECTION 29. DISQUALIFICATION:

Each party represents that it is not under investigation or has not been disqualified as a Medicare or Medicaid contractor and agrees to notify the other party if such investigation should occur relating to or arising from the services provided for by this Agreement.

SECTION 30. ACCESS AND AUDITS:

The District shall maintain adequate records to justify all its billing to Medicare, Medicaid, and other third-party payors, for at least three (3) years after completion or termination of this Agreement. The County shall have access to such records for the purpose of inspection or audit during normal business hours, at the District's place of business.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the District, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Violations of Ordinance 2009-049 are punishable as provided for therein.

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: _____
Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS


By: _____
County Attorney

By: 
Fire Rescue

ATTEST:
Dwight D. Chenette, MBA, MPH
Chief Executive Officer

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

By: 

By: 
Jonathan Satter, Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY


By: 
Nicholas W. Romanello, Esquire
Legal Counsel

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)
American Heart Association, Neonatal Resuscitation Program (NRP) or equivalent certification and

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

Advanced Trauma Life Support (ATLS) or Transport Nurse Advanced Trauma Course (TNATC) or equivalent
Basic Trauma Life Support (BTLS).
Advanced Airway Management

Skills Enhancement

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

A neonatal transport stabilization program or equivalent approved by a Medical Director.

Training and/or experience in monitoring of critical care patients, including:

- Intracranial pressure monitoring
- Arterial lines
- Femoral vein dilators/introducer
- Multiple medical intravenous medication IV drips

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 curriculum shall be approved by the County's and District's Trauma Division Medical Directors.

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 PICU, NICU or 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.

Records

To the extent permitted by law, all training records and/or licenses for personnel operating pursuant to this Agreement shall be available to the District and the County for review upon request.

EXHIBIT B

TRAUMA HAWK STAFF

The following named individuals are assigned to the District Aeromedical Program. Any assignment changes shall be provided in writing to the District as soon as assignment becomes effective and prior to any scheduled flight duty.

Name	Classification
Glenn Jordan	Staff Captain Paramedic/RN
Gary Sands	Paramedic/RN
Tom Reyes	Paramedic/RN
Jeffrey Meeler	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
Don Mohr	Paramedic
Wayne Gordon	Paramedic
Brian Moody	Paramedic
William Gerlach	Paramedic (Reserve)
Kit Hibbs	Paramedic (Reserve)
Charles Coyle	Paramedic (Reserve)
Roy Griffith	Paramedic (Reserve)
Jeffrey Rudd	Paramedic (Reserve)
Robert Norton	Paramedic (Reserve)
Andrew Terrell	Paramedic (Reserve)
Jeff Boyd	Paramedic (Reserve)

Name	Classification
Paul O'Leary	Paramedic/RN (Reserve)
Eric Maher	Paramedic/RN (Reserve)

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 64J, 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 ext. 1422 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 561-689-7140

- Call aircraft cell phones (both if necessary)
 - 561-719-6885
 - 561-719-6708

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	561-450-6402
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
Albert Borroto, Captain		Cell	561- 248-1318
PBCFR “OPERATIONS 2”			
Bill Peters, Division Chief		Cell	561-307-2196
PBCFR “OPERATIONS 2”			

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.