

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: November 1, 2016	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Regular
	<input type="checkbox"/>	Public Hearing		

**Department:**  
**Submitted By:**           County Administration

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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 (District) for Aeromedical Emergency Medical Services for a ten (10) year period effective upon execution by both parties.

**Summary:** Palm Beach County (County) partners with the District to provide aeromedical emergency medical services in the County. This agreement replaces an expired agreement and provides the terms under which the County provides emergency medical personnel to staff the District's Trauma Hawk air ambulance service. An Interlocal agreement between both entities provides guidance for the District and County in the areas of services to be provided to support the trauma care program, responsibilities of the District, and responsibilities of the County. The agreement provides that the District is responsible for the operation and administration of the aeromedical program which includes operating the air ambulance helicopter services while the County is responsible for providing advanced life support medical services aboard the District air ambulance helicopters. Under the terms of the agreement, the District maintains the Federal Aviation Administration Air Carrier Certificate required to operate the helicopter and the County provides the Advanced Life Support (ALS) License and Certificate of Public Convenience and Necessity (COPCN) to provide the medical services on the helicopter. The District provides reimbursements to the County on a monthly basis for all direct costs to provide the ALS Aeromedical Services under this agreement. A detailed summary of the changes to the Interlocal agreement is provided in Attachment 2. Countywide (SB)

**Background and Policy Issues:** The Health Care District of Palm Beach County was created by a special act of the Florida Legislature and subsequent referendum that passed in 1988. One of the functions of the District is to coordinate the Trauma Hawk Aeromedical Program to provide emergency treatment and transport of critically injured patients throughout the County. **(Continued on Page 3)**

**Attachments:**

1. Interlocal Agreement Relating to Aeromedical Emergency Medical Services
2. Summary of Proposed Changes to the Interlocal Agreement

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<b>Approved By:</b> <u>      <i>Todd J. Galante</i>      </u> Assistant County Administrator	<i>10/26/16</i> Date
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**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	<u>2,423,305</u>	<u>2,995,205</u>	<u>3,085,061</u>	<u>3,177,613</u>	<u>3,272,941</u>
External Revenues	<u>(2,423,305)</u>	<u>(2,995,205)</u>	<u>(3,085,061)</u>	<u>(3,177,613)</u>	<u>(3,272,941)</u>
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Proposed Budget? Yes X No     

Budget Account No.: Fund 1300 Dept 440 Unit 4239  
 Rev Source 4240 / Object various

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

The ALS Aeromedical Services Program is appropriated in the Fire/Rescue MSTU and is funded by revenue from the Health Care District. Revenue and expenditures for future fiscal years are estimated to increase 3% per year. Costs of personnel and operating expenses are contingent upon the Collective Bargaining Agreement.

C. Departmental Fiscal Review: contingent on

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

[Signature]  
 OFMB ET 10/27

[Signature] 10/27/16  
 Contract Development and Control  
 10/27/16 (TW)

**B. Legal Sufficiency**

[Signature] 10/28/16  
 Assistant County Attorney  
 contingent on Dept approving  
 the terms + conditions

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 9/03  
 ADM FORM 01

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

**Background and Justification (Continued from Page 1):** Under previous agreements between the District and County, the District owned, operated and provided the pilots and maintenance staff for the trauma hawk air ambulances, and the County provided the advanced life support medical staff aboard the air ambulances.

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

**THIS INTERLOCAL AGREEMENT RELATING TO AEROMEDICAL EMERGENCY MEDICAL SERVICES** is made and entered into on \_\_\_\_\_ (“Effective Date”), by and between the Health Care District of Palm Beach County, a political subdivision of the State of Florida, hereinafter the “District” and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter the “County”.

**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;

**WHEREAS**, in accordance with Chapter 13, Article V, of the Palm Beach County Code, the District is the Trauma Management Agency designated by the County to administer and operate the approved Palm Beach County Trauma System (“Trauma System”) in accordance with applicable law;

**WHEREAS**, the County and the District, pursuant to applicable law (as may be amended from time to time), have certain responsibilities in the development, planning, and maintenance of the trauma services provided in support of the Trauma System;

**WHEREAS**, the District, as the holder of a Federal Aviation Administration Air Carrier Certificate Number HC7A751W originally issued February 22, 1994, as amended December 21, 2006 (“FAA Air Carrier Certificate”), has the responsibility and authority to administer and operate air ambulance helicopter services and an aeromedical program (collectively, the “Aeromedical Program”), in partnership with the County through its State of Florida advanced life support service license (“ALS License”) for the air ambulance services contemplated under this Agreement;

**WHEREAS**, the County's ALS License includes the authority to provide advanced life support medical services aboard the District air ambulance helicopters (“ALS Aeromedical Services”), pursuant to Sections 401.25 and 401.251, Florida Statutes, and the Rules of the Department of Health, Chapter 64J, Florida Administrative Code (F.A.C.);

**WHEREAS**, the District desires to provide its Aeromedical Program for the Trauma System and the County desires to provide its ALS Aeromedical Services for the District’s Aeromedical Program;

**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**

“County Medical Director” – the Palm Beach County Fire Rescue Medical Director, who is responsible for providing medical direction and supervision, including Quality Assurance and evaluation, for the daily operations and training for the ALS Aeromedical Services provided by the County under this Agreement.

“District Medical Director” – the District’s Aeromedical Program Medical Director, who is a board certified emergency medicine physician and is responsible for providing medical direction for the District’s Aeromedical Program, including Quality Assurance and evaluation.

"Quality Assurance" – total process of continually monitoring, assessing and improving the quality of the Aeromedical Program services.

“Utilization Review” – the process for reviewing the use and appropriateness of air ambulance transports under the Aeromedical Program.

**SECTION 2. INCORPORATION OF FACTS**

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 Aeromedical Program.

**SECTION 4. REPRESENTATIVE AND CONTRACT MONITOR**

The District's representative and contract monitor during the performance of this Agreement will be the Director of Aviation Operations for the District's Aeromedical Program, whose telephone number is 561-689-7140. The 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. Each may be referred to in this Agreement as a “Contract Monitor”.

**SECTION 5. SERVICES TO BE PROVIDED**

The primary missions of the District’s Aeromedical Program are to support pre-hospital and inter-facility emergency medical transport services, and/or acute emergency aeromedical transfers, as more specifically set forth below:

- a. Transporting trauma patients to trauma centers within or outside Palm Beach County from incident scenes in Palm Beach County.
- b. Transporting critical patients from the initial receiving facility within Palm Beach County to a specialized facility or trauma center within or outside of Palm Beach County.

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- c. Inter-facility transport of hospitalized patients from within Palm Beach County to an appropriate specialized facility (e.g. burn center, children's hospital) or for specialized care within or outside of Palm Beach County for trauma care or a higher level of care.
- d. Aeromedical transportation pursuant to (1) a mutual aid agreement to which the County is a party or, (2) requested and needed during a major catastrophe or emergency, such as disasters or mass casualty events, when requested by the appropriate Federal, State or local officials.
- e. Inter-facility transport of patients located outside Palm Beach County to be transported to a facility inside of Palm Beach County

(hereinafter, collectively, the "Primary Missions").

Both parties recognize that the Trauma System and the District's Aeromedical Program are designed to satisfy the Primary Missions on behalf of the citizens of Palm Beach County and it is the District's policy to have at least one (1) air ambulance helicopter ready and available to respond to a call for Primary Missions.

To the extent permitted by law, the County will document all incidents and occasions when the ALS Aeromedical 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 Aeromedical Program services are not provided for other than medical reasons, such as weather or mechanical issues with the helicopters. To the extent permitted by law, these documents shall be available to either party at the request of the other.

All medical services provided for by this Agreement shall be in accordance with, and limited to, the scope of any applicable licenses, certificates, protocols and authority of the parties. Both parties are covered entities under the HIPAA Regulations (as defined herein), and agree to protect, to the extent required by the HIPAA Regulations and any other applicable patient privacy laws and regulations, any protected health information provided from one party to the other pursuant to this Agreement and/or the Aeromedical Program.

### **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 to allow for the efficient administration of their respective rights and duties under the Aeromedical Program.

**C. Meetings; Modifications:**

The parties shall have their respective Medical Directors and Contract Monitors meet and confer on a regular basis to discuss ongoing issues, including Quality Assurance and Utilization Review, and to provide for effective communications. Any changes to medical equipment, supplies, treatment, training requirements, or level of care requirements shall be coordinated between and agreed upon by the parties' Medical Directors and Contract Monitors. Additionally, Aeromedical Program service modifications may be proposed and developed cooperatively by the parties' Medical Directors and Contract Monitors. Any such change or modification that would alter a term or condition of this Agreement or either party's rights or obligations hereunder, shall not be effective unless approved by the parties by an amendment to this Agreement.

**SECTION 7. DISTRICT RESPONSIBILITY**

The District 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 mutual consent of the parties hereto by a written amendment to this Agreement.

**A. Certification and Documents:**

The District shall maintain the FAA Air Carrier Certificate required for the Aeromedical Program. The District shall promptly provide the County with a copy of the FAA Air Carrier Certificate, the Ops Specs, and any amendments thereto, as well as any other documents and information requested by the County to support the County's ALS License and COPCN (as applicable), including the air worthiness certificate and insurance verification for each helicopter, and each pilot's commercial license and current medical certificate. Time is of the essence in providing all such documentation upon the County's request.

The District shall promptly provide to the County all Aeromedical Program records requested by the County for its use for ongoing Quality Assurance and Utilization Review relating to its ALS Aeromedical Services, all to the extent permitted by the HIPAA Regulations and other applicable laws and regulations.

The District will establish and maintain a Safety Committee that at a minimum will conduct quarterly meetings to review safety policies, procedures, unusual occurrences, safety issues, and audit compliance with safety policies and procedures, in accordance with Chapter 64J-1.005(5) F.A.C.

**B. Administration Oversight:**

The District shall maintain responsibility for oversight and supervision of the administration of the Aeromedical Program. As such, the District shall be responsible for contracting with and billing hospitals, governmental entities, patients, payors, and other third parties for all Aeromedical Program services. The District shall own all medical records created by the District and copies of Aeromedical Program medical records created by the County and provided to the District pursuant to this Agreement. The County shall remain the custodian of County medical and/or patient care records in accordance with Florida's Public Records law, Section 401.30, Florida Statutes, Section 64J-1.014, F.A.C., and the HIPAA Regulations.

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### **C. Operational Oversight:**

The District shall maintain operational control and oversight of the Aeromedical Program including the following without limitation, except that the County's ALS Aeromedical Services shall be managed and supervised by the County:

1. The sole decision and determination of whether to refuse a mission, discontinue, or continue a flight for safety concerns such as weather or mechanical issues with the helicopters.
2. The sole decision and determination of whether to conduct non-Primary Missions, provided that one (1) air ambulance helicopter is ready and available for Primary Missions (a) through (e) in accordance with Section 5 of this Agreement.
3. Operation and maintenance of the helicopters and supervision of the pilots and maintenance personnel including all operational issues governed by Federal Aviation Administration Regulations including, without limitation, pilots, safety initiatives, weather requirements, aviation related training, the helicopters or any installation of equipment, and the decision whether to launch, continue, or terminate a flight.
4. It is expressly understood and agreed that pursuant to the provisions of applicable Federal Aviation Administration Regulations, the District shall accept direct responsibility for the performance of its pilots and maintenance personnel providing services under the Aeromedical Program.
5. The District shall be solely responsible for maintaining, equipping, and operating its helicopters in accordance with all applicable Federal Aviation Administration Regulations and any other applicable federal, state and local laws and regulations, and this Agreement.
6. The District's Chief Medical Officer will monitor the ALS Aeromedical Services provided by the County.
7. The District shall be responsible for billing and collecting for all services rendered under the Aeromedical Program including, without limitation, to Medicare, Medicaid, patients, hospitals, and any other applicable third party insurance company or payor. 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.
8. The District represents that it is authorized to bill Medicare, Medicaid and other third-party payors for the Aeromedical Program services provided for under this Agreement. The County agrees that it will not bill Medicare, Medicaid, any other governmental payor, any patient, any hospital, or any other third-party insurance companies or payors for the Aeromedical Program 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 Program District Personnel:**



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The District shall provide and supervise all Aeromedical Program District personnel as required for administration and billing of the Aeromedical Program and as required by the FAA Air Carrier Certificate, including the pilots, mechanics, administrative, and management personnel to manage, operate, and maintain the helicopters for the Aeromedical Program. The District shall provide enough pilots, licensed and qualified in accordance with FAA Regulations and all other applicable laws and regulations, to staff the helicopters during the operational schedule and hours discussed under Section 8B of this Agreement.

### **E. Payment for ALS Aeromedical Services:**

The District agrees to reimburse the County on a monthly basis for all direct costs to provide the ALS Aeromedical Services under this Agreement. Direct costs shall include, but not be limited to:

1. 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 such costs for the Aeromedical Crew Supervisor provided in accordance with Section 8B of this Agreement will be at 50% of the County's costs;
2. supplies, medicines, disposable equipment or any other items used in direct association with the operation of the Aeromedical Program; and
3. administrative costs, which shall be computed at two percent (2%) of the actual invoice amount.

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 Aeromedical Program Palm Beach County personnel are performing services pursuant to their Palm Beach County employment not related to the ALS Aeromedical Services provided under this Agreement, credit shall be applied to the District's monthly billing for those personnel costs.

Capital purchases shall not be included in the above calculation. A capital budget shall be developed in cooperation with the District with sufficient notice to incorporate into the District's annual budget. It shall be the District's responsibility to budget and purchase all capital items mutually agreed upon.

### **F. Equipment:**

All equipment provided by the District under this Agreement shall be in good working order and compliant with all applicable laws and regulations. The District shall provide, maintain, and operate at least two (2) air ambulance helicopters properly equipped, inspected, licensed, and certified, under Federal Aviation Administration regulations for the Aeromedical Program in accordance with this Agreement. The District shall be responsible for equipping helicopters with all Federal Aviation Administration regulations required equipment and any other equipment necessary to comply with any and all federal, state and local rules and regulations pertaining to operation of the helicopters for the Aeromedical Program, except for the medical equipment, supplies, and medications provided by the County as described in this Agreement. The District agrees to provide sufficient hanger space, office and

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living quarters for the aeromedical personnel, pilots and helicopter maintenance necessary for efficient delivery of Aeromedical Program services.

### **G. Insurance:**

Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, the District acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 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 Section 768.28 Florida Statutes, 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 insurance including passengers for scheduled helicopters and temporary substitute helicopters with limits of \$50,000,000 each occurrence. The District's Aircraft liability insurance policy shall comply with any requirements necessary to support the County's ALS License. The District shall provide the County with insurance verification and any other documentation necessary to support the County's ALS License.

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; Medical Direction; Records:**

- County agrees to maintain the necessary ALS License; subject to the approval process set forth in Chapter 401, Florida Statutes and Chapter 13, Article II, Division 1, of the Palm Beach County Code, all as may be amended from time to time, as well as the District's timely provision of documentation requested to support the County's ALS License.
- County agrees to coordinate in advance with the District Contract Monitor any State or County aircraft inspection related to licensing or permitting.
- County agrees to comply with the State of Florida EMSTARS EMS reporting requirement.
- The County Medical Director will provide medical direction for the County's ALS Aeromedical Services for the Aeromedical Program and shall meet all applicable Medical Director provisions of the Florida Statutes and Florida Administrative Code as they relate to

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air ambulance service requirements, supervise and accept direct responsibility for the medical performance of the County emergency medical personnel providing ALS Aeromedical Services under the Aeromedical Program. Nothing in this Agreement shall be construed to limit the authority or responsibility of the County Medical Director, as provided by law and the County's agreement with the Medical Director, relating to the County's ALS Aeromedical Services.

- Notwithstanding anything in this Agreement to the contrary, should the parties' Medical Directors not reach a consensus on any matters for which this Agreement requires or allows joint approval or agreement between the parties' Medical Directors, then the County Medical Director's decision shall prevail on all such matters relating to the County's provision of ALS Aeromedical Services under this Agreement.
- The County agrees to comply with all federal, state and local rules and regulations pertaining to control of medications and operation of medical equipment used by the County in delivery of medical care under this Agreement.
- The County agrees to follow the countywide Trauma Transport Protocols as developed by the District, and approved by the Board of County Commissioners if required.
- The County Medical Director will monitor Aeromedical Program missions.
- County agrees to provide to the appropriate District personnel, within 24-hours of the completion of the call, copies of records created by the County arising out of the Aeromedical Program to the extent necessary for the District's use for billing, the District's ongoing Aeromedical Program Quality Assurance and Utilization Review activities, and for other permitted purposes pursuant to a District request, all to the extent permitted or required by: (a) the Health Insurance Portability and Accountability Act of 1996 privacy and security standards (see 45 C.F.R. parts 160, 162, and 164) ("HIPAA"), (b) the breach notification requirements under the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") of the American Recovery and Reinvestment Act of 2009 ("ARRA"), (c) the Final Rule for the Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules under the HITECH Act and the Genetic Information Nondiscrimination Act ("GINA"), and other modifications to the HIPAA rules, all of which were published January 25, 2013, (d) any additional regulations promulgated pursuant to HIPAA, the HITECH Act or GINA ((a) through (d) in this paragraph collectively called the "HIPAA Regulations"), (e) Section 395.50, Florida Statutes, (f) Section 401.30, Florida Statutes, and (g) other applicable laws and regulations.
- County agrees that any requests for documentation from the District under this Agreement shall be made by the County in such a manner that provides the District with a reasonable amount of time to provide the requested records.

### **B. Aeromedical Personnel:**

#### **The County agrees to the following regarding Aeromedical Program County Personnel:**

- Provide the personnel for the County's ALS Aeromedical Services for the Aeromedical Program, as set forth in Section 8 and Exhibit A of this Agreement.

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- Provide one (1) Aeromedical Crew Supervisor, who is knowledgeable of Federal requirements, meets State aeromedical personnel requirements, and routinely performs medical assignment on the aeromedical helicopter. This individual shall ensure:
  - all medical personnel receive training, as required by law, statute, rule, ordinance, code and pursuant to this Agreement;
  - all County air transport records are maintained and available for review by the District to the extent permitted by the HIPAA Regulations and other applicable laws and regulations;
  - provide guidance and direction on resource compatibility to the medical mission;
  - oversight, review, and recording of each transport request that is declined by the Aeromedical Program County personnel for medical reasons;
  - reporting of information needed for the District's Quality Assurance and Utilization Review programs for each air transport to the extent permitted by law; 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 aeromedical operations supporting operational and patient safety, efficient delivery of patient care and distribution of aeromedical administrative tasks among aeromedical crew members.

- One air ambulance helicopter shall be staffed on a 24 hour/7 day a week basis. The second air ambulance helicopter shall be staffed on a 12-hour/7 day a week basis. Starting times and hours of operation shall be mutually agreed upon by the Contract Monitors to assure efficient aeromedical services based on "peak workload statistics", to be evaluated and adjusted no more than once annually effective October 1 of each year. Crew duty times shall comply with applicable regulatory requirements.
- Provide Aeromedical Program County personnel to staff each air ambulance helicopter during operational hours with one (1) RN/EMT-P and one (1) EMT-P who meet all Federal and State licensing or certification requirements and maintain competency in accordance with **Exhibit A**, which is incorporated herein by reference. The County shall provide the District with a roster of assigned Aeromedical Program County personnel upon the Effective Date of this Agreement. Upon request, the County shall provide the District with confirmation of Aeromedical Program County personnel qualifications. Any assignment changes shall be made in the sole discretion of the County. The County shall provide the District with an updated roster with all assignment changes.
- 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.
- Each EMT-P shall be licensed 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.
- Aeromedical Program County personnel provided hereunder will be responsible for providing ALS Aeromedical Services and critical care functions on the air ambulance

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helicopters within their applicable qualifications and licenses and in accordance with established County protocols.

- Notwithstanding anything herein to the contrary, should the County, including its Aeromedical Crew Supervisor, on duty RN/EMT-P or Medical Director, determine that an inter-facility transport patient's care needs require specialized care, equipment or supplies beyond the scope of practice, skill set and/or training of the Aeromedical Program County crew and/or medical equipment or supplies on board the air ambulance helicopter, said County's ALS Aeromedical Services may be refused at the County's sole discretion. Alternatively, upon approval by the County Medical Director, the required specialized care, personnel, equipment and/or supplies may be provided by the initiating hospital or by the District.
- Evenly distribute work assignments within the Aeromedical Program to maintain proficiency of all Aeromedical Program County personnel including those used in the relief category.
- Provide initial and recurrent training and education for the designated Aeromedical Program County personnel.
- Ensure that the personnel performing ALS Aeromedical Services will satisfactorily complete, demonstrate and maintain appropriate competency requirements as defined in this Agreement and **Exhibit A**.

In addition to the other requirements set forth, the County shall:

- Assure that all Aeromedical Program County personnel possess a current County physical.
- Assure that all Aeromedical Program County personnel comply with all applicable Federal Aviation Administration requirements for medical personnel operating pursuant to the District's FAA Air Carrier 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 Program helicopters, to all County Fire Rescue operational personnel.

### **C. Dispatching:**

**The County agrees to the following regarding Dispatching:**

- Provide dispatching and related communication services, including, Flight Following, Flight Locating and post accident/incident planning in cooperation with the District in accordance with and as defined in **Exhibit B**, which is incorporated herein by reference.
- Comply with Aeromedical Program aspects of the State Communications Plan.
- Assure all Communications personnel and procedures comply with Federal Aviation Administration Regulations.

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- Notify the District of every air transport request immediately at the time of request.
- Provide an updated list of communicators when personnel changes occur.

### **D. Insurance:**

Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, County acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 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 Section 768.28 Florida Statutes, 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. Equipment:**

Except as otherwise provided for by this Agreement, including the equipment and supplies to be provided by the District, the County shall provide, maintain, and operate the medical equipment and supply the medical supplies and medications, used for the County's ALS Aeromedical Services, as required by Section 64J-1.005, F.A.C., and additionally, as jointly approved by the parties' Medical Directors.

## **SECTION 9. TERM**

The term of this Agreement shall commence upon the Effective Date and continue in effect for ten (10) years. This Agreement may be terminated by either party without cause by written notice of termination to the other party provided at least six months (6) months before the annual anniversary of the Effective Date, with the termination becoming effective on the annual anniversary of the Effective Date.

## **SECTION 10. 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

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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 in default hereunder beyond the expiration of the applicable period stated above, the District shall have the right, but not the obligation, 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 shall provide notice of default to the District and afford the District a period of (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 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, but not the obligation, 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, or is not, 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 11. RELATIONSHIP OF EMPLOYEES**

This Agreement does not and shall not be construed to make any officer, agent or employee of the County an officer, agent or employee of the District for any purpose whatsoever, nor any officer, agent or employee of the District an officer, agent or employee of the 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.

**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 12. LIABILITY**

**DRAFT #15 (with summary of changes HCD)**

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 13. FILING**

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

**SECTION 14. 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 15. FORCE MAJEURE**

Except as otherwise provided in this Agreement, the parties shall not be deemed in default or in breach of this Agreement to the extent a party 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 party which was not avoidable in the exercise of reasonable care and foresight. In the event of any such inability to perform, the other party shall have the right to undertake such actions as may be necessary and prudent to insure the continuation of aeromedical services provided herein.

**SECTION 16. 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 17. 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 Aviation Operations

As to the County:  
Fire-Rescue Administrator



**DRAFT #15 (with summary of changes HCD)**

Health Care District of Palm Beach County  
4255 Southern Blvd.  
West Palm Beach, FL 33406

Palm Beach County Fire-Rescue  
405 Pike Rd.  
West Palm Beach, FL 33411

With a copy to:  
Legal Counsel  
Health Care District of Palm Beach County  
2601 10<sup>th</sup> Avenue North  
Palm Springs, FL 33461-3133

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

**SECTION 18. 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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.

No provision of this Agreement is intended to or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the District.

**SECTION 19. 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 20. EQUAL OPPORTUNITY**

The County and District each warrant and represent 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, gender identity and expression, or genetic information. The County and District each further represent and warrant that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information, 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 21. CAPTIONS**

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

**SECTION 22. SEVERABILITY**

**DRAFT #15 (with summary of changes HCD)**

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 23. 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 24. AVAILABILITY OF FUNDS**

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 25. 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 26. 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 27. 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 HIPAA Regulations and other applicable federal and state laws protecting the confidentiality of patient information and medical records, the Federal Anti-Kickback Statute, the Stark Law, 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 28. 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 29. ACCESS AND AUDITS**

**DRAFT #15 (with summary of changes HCD)**

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 maintain adequate records to justify its billings to the District for at least three (3) years after completion or termination of this Agreement. To the extent permitted by the HIPAA Regulations and any other applicable laws and regulations, each party shall have access to other party's records for the purpose of inspection or audit during normal business hours, at the other party's place of business.

**SECTION 30. OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the District, its officers, agents, employees, students, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**SECTION 31. PUBLIC RECORDS**

The County and the District shall maintain records associated with this Agreement, including, but not limited to all accounts, financial and technical records, research or reports in accordance with Florida's public records law and any other applicable law, including the HIPAA Regulations and any other applicable laws and regulations relating to confidentiality of patient records. Notwithstanding anything herein to the contrary, the District shall be the sole owner of all medical records created by the District and the owner of copies of Aeromedical Program medical records created by the County and provided to the District pursuant to this Agreement. The County shall remain the custodian of the County's medical and/or patient care records in accordance with Florida's Public Records Law, Section 401.30, Florida Statutes, Section 64J-1.014, F.A.C, and the HIPAA Regulations.

The District and the County shall maintain adequate records relating to this Agreement for at least three (3) years after completion of this Agreement. To the extent permitted by law, each party shall have access to other party's books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the other party's place of business.

**SECTION 32. CONFLICT RESOLUTION**

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

**SECTION 33. EXTENSION OF PRIOR AGREEMENT**

The Interlocal Agreement For Emergency Medical Services between the parties, dated December 7, 2010 (R2010-2023), as renewed and extended through September 30, 2014 by the First Amendment to Interlocal Agreement Relating to Aeromedical Emergency Medical Services dated

**DRAFT #15 (with summary of changes HCD)**

May 6, 2014 (R2014-0636), is hereby retroactively renewed and extended from September 30, 2014 through the Effective Date of this Agreement.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**DRAFT #15 (with summary of changes HCD)**

**IN WITNESS WHEREOF**, the undersigned parties made and executed this Agreement on the day and year first written above.

**ATTEST:**  
**SHARON R. BOCK**  
Clerk & Comptroller

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Fire Rescue

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

By: \_\_\_\_\_  
Darcy J. Davis  
Chief Executive Officer

By: \_\_\_\_\_  
Philip H. Ward III, Chair

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

By: \_\_\_\_\_  
Chief Legal Officer  
Health Care District

**EXHIBIT A**

**AEROMEDICAL PERSONNEL REQUIREMENTS**

**Nursing Skills Criteria**

All aeromedical personnel must have completed and shall maintain training that has been approved jointly by the parties' Medical Directors with at least the following or equivalent as approved by Palm Beach County Fire Rescue's Medical Director, as applicable:

**Training and Education**

Trauma Nurse Core Curriculum (TNCC), RNs must maintain currency  
Advanced Cardiac Life Support (ACLS), RNs and EMT-Ps  
Pediatric Advanced Life Support (PALS), RNs and EMT-Ps  
American Heart Association, Neonatal Resuscitation Program (NRP) or equivalent certification, RNs and EMT-Ps  
Advanced Trauma Life Support (ATLS) or Transport Nurse Advanced Trauma Course (TNATC) or equivalent, preapproved by the parties' Medical Directors  
International Trauma Life Support (ITLS), RNs and EMT-Ps  
Advanced Airway Management, RNs and EMT-Ps

**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 the County Medical Director for RNs and EMT-Ps.

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

- Arterial lines
- Femoral vein dilators/introducer
- Multiple medical intravenous medication IV drips, including the use of IV pumps, peripheral and central access IV sites.

The County shall advise the District on a quarterly basis on the currency of aeromedical personnel on all certifications required by this Agreement. The County shall notify the District monthly of the training schedule for aeromedical personnel. For trauma related aeromedical crew training, the curriculum shall be approved jointly by the County and District Medical Directors.

**Clinical Rotation**

Aeromedical personnel shall, during scheduled work hours when the helicopters are unavailable for service, perform clinical rotation at one of the local trauma centers or hospital PICU, NICU, or emergency departments within Palm Beach County, provided that the County has an active clinical rotation agreement with such facility. If the County does not have a clinical agreement in place with any such facility, or if said training is not available on said date, then 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.

## **DRAFT #15 (with summary of changes HCD)**

### **FAA Air Carrier Training**

All regular and reserve PBCFR medical personnel assigned to the Aeromedical Program shall complete Federal Aviation Administration required training pursuant to the District's Air Carrier Certificate (HC7A751W)Ops Specs and Training Manual, a copy of both to be provided by the District at no cost to the County.

### **Records**

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

FAA training records shall be certified and maintained by the Chief Pilot and kept at the Health Care District operations base and shall include:

1. Full name
2. Training completion date
3. Description, copy or reference to training materials used to meet the training requirements.

**EXHIBIT B**

**DISPATCH PROCEDURES**

**Dispatcher** is a communication specialist who does not have FAA operational control but is responsible for notification of transport request, gathering and providing aviation and medical information, aircraft Flight Following, and Flight Locating in accordance with the terms outlined in this **Exhibit B** of this Agreement and pursuant to rule, regulation or guidelines established by the State of Florida and the Federal Aviation Administration.

**Initial Dispatch** by the Dispatcher 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. Helicopters' Registration Number  
Trauma Hawk One – N911PB  
Trauma Hawk Two – N276TH
3. Type of Helicopters 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.



**DRAFT #15 (with summary of changes HCD)**

West Palm Beach, Fl 33406

6. Contact & Telephone  
Gerald Pagano office: **(561) 689-7140** ext. 1422 cellular: **561-578-3862; 561-719-6704**
7. Color of Helicopters  
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

## **DRAFT #15 (with summary of changes HCD)**

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

### **Refusal to Accept a Flight Request for Safety Reasons**

There will be times when a flight is refused by the flight crew pilots 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 or Hospitals**

If a request for response from another aeromedical provider or hospital is received by MEDCOM, the communications specialist shall ask the requestor if another air ambulance provider has declined the request and reason the requesting provider’s aircraft could not respond such as due to a safety consideration (i.e., weather). Upon notifying the District’s pilot of the request for dispatch, the Communication Specialist shall notify the pilot of the reason(s) that the previously requested provider(s) declined the original transport request.

### **Procedures for helicopter accidents or incidents and/or missing or overdue helicopter**

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

Communication Specialist contact check list:

- destination ground unit
- destination hospital
- Trauma Hawk Flight Operations at 561-689-7140
- Call helicopter satellite phones
  - N911PB      011 88 1641462263
  - N276TH      011 88 1641462262
- Call helicopter cell phones (both if necessary)
  - 561-719-6885
  - 561-719-6708

**DRAFT #15 (with summary of changes HCD)**

*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.*

<b>Gerald M. Pagano “HCD 1” Director of Operations</b>	<b>Mobile Home</b>	<b>561-578-3862; 561-719-6704 561-450-6402</b>
<b>Steve Docekal “HCD 3” Director of Maintenance</b>	<b>Mobile Home</b>	<b>561-602-1215 561-434-6213</b>
<b>County Aeromedical Crew Supervisor</b>	<b>Cell Alternate</b>	<b>561-644-9729 561-723-3677</b>
<b>County Rescue Office Battalion Chief</b>	<b>Cell</b>	<b>561-319-0159</b>
<b>County Deputy Chief of Operations</b>	<b>Cell</b>	<b>561-308-4126</b>
<b>County Special Operations Chief</b>	<b>Cell</b>	<b>561-214-1722</b>

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

- 1) If an emergency call is received from the helicopter, or
- 2) If you are notified of an helicopter 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.**

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

**DRAFT #15 (with summary of changes HCD)**

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

*Incident occurred over land –*

Trauma Hawk Duty Crew	Launch other helicopter	561-689-7140
PBSO Dispatch	Eagle	911
Miami Flight Service	<u>if the helicopter is 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.

**SUMMARY OF HCD INTERLOCAL AGREEMENT CHANGES (OCTOBER 2016)**

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

**WHEREAS CLAUSES**

Combines concepts of several previous whereas clauses in the current agreement and adds additional original and most recent start dates to the agreement.

Adds new clause that delineates county ALS license authority and where in law that authority is provided.

Adds new statement expressing the District and County roles in the Aeromedical Program.

**SECTION 1. DEFINITIONS**

Reduces the number of definitions in Section 1 from twelve to four. Takes the original Medical Director Definition and details it into the responsibilities of the District and County's respective roles. Keeps the last two definitions the same.

**SECTION 2. INCORPORATION OF FACTS**

Section 2 remains the same as the current interlocal agreement.

**SECTION 3. PURPOSE**

Section 3 only changes the word aeromedical service to Aeromedical Program.

**SECTION 4. REPRESENTATIVE AND CONTRACT MONITOR**

Section 4 maintains the same intent but changes the names of the contract monitors for the contract and adds the definition of the contract monitor to this section.

**SECTION 5. SERVICES TO BE PROVIDED**

Adds acute emergency aeromedical transfers to the primary missions of the agreement.

Takes the four primary missions in the current agreement and expands them to four. The missions are essentially the same except the new language delineates locations inside and outside of Palm Beach County that are appropriate for transport under specified situations.

New language stating that at all times at least one helicopter will be available to respond to primary missions.

Specifically references ALS services and delineates that weather and mechanical issues are situations that require documentation is helicopters can not operate under those circumstances.

## **SUMMARY OF HCD INTERLOCAL AGREEMENT CHANGES (OCTOBER 2016)**

Adds a new paragraph that states services provided under this agreement are based on granted authority and private information obtained should be protected based on HIPPA regulations.

### **SECTION 6. ADMINISTRATION**

#### **A. Contract for Services:**

Section 6A is the same as the current agreement.

#### **B. Policies and Procedures:**

Section 6B is the same as the current agreement except it removes reference to joint Aeromedical practice protocols.

#### **C. Meetings; Modifications:**

Section 6C provides additional detailed language regarding how changes and modifications can be made to communications, equipment, training, level of care, and program service. It keeps the overall intent of the section primarily the same as the current interlocal.

### **SECTION 7. DISTRICT RESPONSIBILITY**

Slightly revises this statement to reflect consent in changing minimum standards for the operation of the aeromedical program.

#### **A. Certification and Documents:**

The first two paragraphs of Section 7A are similar to the original language but increases the level of response for providing timely records and documentation to support the county ALS license and services per that license.

Adds new paragraph at the request of the county to maintain safety policy procedures.

#### **B. Administration Oversight:**

Changes in Section 7B further delineate the responsibilities of the District and County related to maintenance of medical and patient care records.

#### **C. Operational Oversight:**

Language in this section has been revised to reflect the District's control of the Aeromedical Program and the County's role in managing the ALS component of the program.

Adds language to the agreement to reflect the number primary missions in Section 5 and to reflect new language requiring at least one helicopter to be available for primary missions.

Expands language in the current agreement to specifically list the regulations that the District is responsible including pilots, safety initiatives, training and equipment.

## **SUMMARY OF HCD INTERLOCAL AGREEMENT CHANGES (OCTOBER 2016)**

Adds new language in the agreement designating the District Chief Medical Officer to monitor ALS services provided by the County.

Adds language in this section that expands and further specifies the responsibility of the District for billing and collections.

### **D. Aeromedical Program District Personnel:**

This section specifies the districts responsibilities to provide aeromedical personnel including pilots, mechanic, administrative and management staff. It removes two paragraphs under this section and moves them under county staffing section 8B where those responsibilities of the county are spelled out.

### **E. Payment for ALS Aeromedical Services:**

Language in Section 7E is substantially similar to the current agreement language.

### **F. Equipment:**

This language expands the existing agreement language to provide the District maintains at least two helicopters available for use.

### **G. Insurance:**

Per Florida statute, the limits of coverage have been raised to reflect the most recent changes in the law.

Insurance will comply with state provisions necessary to support the license.

County accepts that the District's aviation liability insurance policy will name Palm Beach County as an additional insured per previous insurance policies.

## **SECTION 8. COUNTY'S RESPONSIBILITY**

### **A. License; Medical Direction; Records:**

Clarifies language that the County will maintain the ALS license.

Clarifies that the County will coordinate with the District regarding the aircraft inspection relating to licensing.

Adds language clarifying the County will comply with State reporting requirements.

Adds language to an existing provision delineating that nothing limits the authority of the County Medical Director related to ALS Aeromedical Services under this agreement.

## **SUMMARY OF HCD INTERLOCAL AGREEMENT CHANGES (OCTOBER 2016)**

Adds a provision distinguishing the County Medical Director's decisions should prevail related to the provision of ALS services under this agreement.

Adds language to specify the County will comply with local rules and regulations related to control of medications and operation of medical equipment.

Adds that the County Medical Director will monitor Aeromedical Program missions.

Adds a provision that the County will agree to provide pertinent records to the HCD related to billing, quality assurance, and other permitted purposes.

Adds language regarding timely dissemination of documentation requested by the County from the HCD.

### **B. Aeromedical Personnel:**

Provides language for an Aeromedical Crew Supervisor and details the duties of that individual.

Provides language for the staffing hours of the air ambulance helicopters.

Maintains RN and EMT staffing on the helicopter and adds language requiring the County to provide rosters to the HCD of personnel that will provide the service on the air ambulances.

Maintains RN licensing requirements.

Maintains EMT licensing requirements.

Maintains responsibility of County personnel for their functions on the air ambulances.

Adds a new section delineating how specialized care would be provided for a patient in the event County personnel is not able to perform the function.

### **C. Dispatching:**

Section 8C remains the same except the addition of one new provision that requires the County to notify the District immediately of all air transports requests.

### **D. Insurance:**

Insurance provisions remain the same as the current agreement except for the updates to coverage limits of \$200,000 per person and \$300,000 per occurrence per Florida statute.

### **E. Equipment:**

Adds a new section that specifies the county will provide, maintain and operate the medical equipment and supplies for the ALS services.

Removes two areas from this section regarding budget submission and "Exclusion Lists Screening" and move them to other areas of the agreement.



## **SUMMARY OF HCD INTERLOCAL AGREEMENT CHANGES (OCTOBER 2016)**

### **SECTION 9. TERM**

Revises the term of the agreement to ten years and provides for an effective date.

### **SECTION 10 THROUGH SECTIONS 29**

These sections remain substantially the same as the current agreement.

### **SECTION 30. OFFICE OF THE INSPECTOR GENERAL**

Adds a new section related to the Office of Inspector General.

### **SECTION 31. PUBLIC RECORDS**

Adds a new section related to public records.

### **SECTION 32. CONFLICT RESOLUTION**

Adds a new section related to conflict resolution requires the contract monitors to meet to resolve the disputed issues.

### **SECTION 33. EXTENSION OF PRIOR AGREEMENT**

Adds a new section making the previous agreement retroactively effective through the effective date of this agreement.