

PROFESSIONAL SERVICES AGREEMENT

23-PS00362/CR

INTERIM HERNANDO COUNTY FIRE RESCUE MEDICAL DIRECTOR

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando
PROFESSIONAL SERVICES AGREEMENT
Interim Hernando County Fire Rescue Medical Director

- I. Professional Services Agreement

Attachments:

- A - Exhibit A Scope of Services
- B - Exhibit B Compensation & Expenses

1. PROFESSIONAL SERVICES AGREEMENT

1.1. PSA

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

PROFESSIONAL SERVICES AGREEMENT

Contract No. 23-PS00362/CR

THIS AGREEMENT made and entered into this ____ day of _____, 20__ by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and SOS Care Solutions, LLC., 7830 Gunn Highway Tampa FL, 33626 duly authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL.

WITNESSETH:

SECTION 1.

The COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with: Interim Medical Director Fire Rescue

SECTION 2.

The PROFESSIONAL and the COUNTY mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written AGREEMENT covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto.

Reference herein to COUNTY Administrator shall mean the Hernando County Administrator or his designee.

SECTION 3.

The services indicated in Exhibit "A" to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this AGREEMENT, upon written notice from the Hernando County

Administrator, and shall be completed within nine (9) months or through Execution of Hernando County Fire Rescue Medical Director Contract from the date of issuance of the Purchase Order.

SECTION 4

The PROFESSIONAL agrees to provide Project Schedule progress reports in a format acceptable to the COUNTY, either monthly or at intervals established by the COUNTY. The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the PROFESSIONAL and of the details thereof. Coordination shall be maintained by the PROFESSIONAL with representatives of the COUNTY. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the PROFESSIONAL, as if there are delays occasioned by circumstances beyond the control of the PROFESSIONAL which delay the project schedule completion date, the COUNTY shall grant to the PROFESSIONAL, by "Letter of Time Extension" an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the PROFESSIONAL to ensure at all times that sufficient contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the PROFESSIONAL shall submit a written request to the COUNTY that identifies the reason(s) for the delay and the amount of time related to each reason. The COUNTY shall timely review the request and make a determination as to granting all or part of the requested.

SECTION 6. The PROFESSIONAL shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Should the PROFESSIONAL desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the PROFESSIONAL shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the COUNTY. It is agreed that only Specialists, Sub-Professionals and/or other Professionals that have been approved by an authorized representative of the COUNTY will be used by the PROFESSIONAL. It is also agreed that the COUNTY will not, except for services so designated herein, or as may be approved by the COUNTY, if applicable, permit or authorize the PROFESSIONAL to perform less than the total contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies and other data prepared by the PROFESSIONAL will bear the endorsement of a person in the full employ of the PROFESSIONAL and duly registered in the appropriate professional category.

SECTION 8. All reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the COUNTY restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the COUNTY at any time during the period of this Agreement. The COUNTY will have the right to visit the site for inspection of the work and the drawings of the PROFESSIONAL at any time. Unless changed by written agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the COUNTY at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the COUNTY upon request at direct printing cost.

Records of cost incurred includes the PROFESSIONAL project accounting records, together with supporting documents and records of the PROFESSIONAL and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the PROFESSIONAL and Specialists, Sub-Professionals and/or other Professionals considered necessary by the COUNTY for a proper audit of project costs.

Whenever travel costs are included, the provisions of Section 112.061 (Current Edition), Florida Statutes, shall govern as to reimbursable costs.

The PROFESSIONAL shall furnish to the COUNTY at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119 (Current Edition), Florida Statutes, made or received by the PROFESSIONAL in conjunction with this project. Failure by the PROFESSIONAL to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the COUNTY.

SECTION 9. The PROFESSIONAL shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

SECTION 10. The COUNTY agrees to pay the PROFESSIONAL compensation as detailed in Exhibit "B", attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum contract. No additional fees or expenses will be paid.

1.2. PROFESSIONAL SERVICES AGREEMENT

SECTION 11. The PROFESSIONAL is employed to render a professional service only and that payments made to the PROFESSIONAL are compensation solely for such services rendered and recommendations made in carrying out the work. The PROFESSIONAL shall perform and complete all work in a workmanlike manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area.

SECTION 12. The COUNTY may terminate this Agreement in whole or in part at any time the interest of the COUNTY requires such termination.

a) If the COUNTY reasonably determines that the performance of the PROFESSIONAL is not satisfactory, the COUNTY shall have the option of:

1) immediately terminating the Agreement and paying the PROFESSIONAL for work reasonably satisfactorily performed hereunder through the date of termination;

2) notify the PROFESSIONAL of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the PROFESSIONAL shall be paid for work satisfactorily completed to such specified date.

b) If the COUNTY requires termination of the Agreement for reasons other than unsatisfactory performance of the PROFESSIONAL, the COUNTY shall notify the PROFESSIONAL of such termination and specify the state of work at which time the Agreement is to be terminated, and the PROFESSIONAL shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.

c) If the Agreement is terminated before performance is completed, the PROFESSIONAL shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of work performed. The PROFESSIONAL shall provide to the COUNTY copies of all calculations, reports, studies completed to date.

SECTION 13. Adjustment of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the COUNTY and supplemental agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The PROFESSIONAL shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. per claim and in the aggregate. Proof of insurance shall be provided to the COUNTY upon execution of this Agreement.

Additionally, the PROFESSIONAL shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever PROFESSIONAL enters County property.

The PROFESSIONAL will also cause Professional Specialists and/or Sub-Professionals retained by PROFESSIONAL for the project to procure and maintain comparable insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. Said certificate(s) shall provide that policy(s) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; per policy provisions and per the standard ISO ACORD insurance form; Hernando County is named as additional insured as to general liability, including a waiver of subrogation and Certificate Holder must read: Hernando County Board of County Commissioners.

SECTION 16. The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

a) For the breach of violation of Paragraph (16) the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 17. Unless otherwise required by law or judicial order, the PROFESSIONAL agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the COUNTY and securing its consent in writing. The PROFESSIONAL also agrees that it shall not publish, copyright or patent any of the site specific data furnished in compliance with this Agreement; it being understood that, under Paragraph (8) hereof, such data or information is the property of the COUNTY. This does not include materials previously or concurrently developed by the PROFESSIONAL for "In House" use. Only data generated by PROFESSIONAL for work under this Agreement shall be the property of the COUNTY.

SECTION 18. Standards of Conduct - Conflict of Interest - The PROFESSIONAL covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 (Current Edition) as it relates to work performed under this contract, which standards is hereby incorporated and made a part of this contract as though set forth in full. The PROFESSIONAL agrees to

incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The COUNTY reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the PROFESSIONAL'S Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the PROFESSIONAL for or on behalf of the COUNTY under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all documents prepared or obtained under this Agreement shall immediately be turned over to the COUNTY in conformity with the provisions of Paragraph (8) hereof. The PROFESSIONAL shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph (12) hereof. The COUNTY also reserves the right to terminate or cancel this Agreement in the event the PROFESSIONAL shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The COUNTY further reserves the right to suspend the qualifications of the PROFESSIONAL to do business with the COUNTY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

SECTION 20. PROFESSIONAL shall indemnify and hold harmless the COUNTY and its authorized agents and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROFESSIONAL and other persons employed or utilized by PROFESSIONAL in the performance of the contract.

SECTION 21. All notices required to be served on the PROFESSIONAL shall be served by Registered or Certified mail, Return Receipt Requested, to PROFESSIONAL'S address and all notices required to be served upon the COUNTY shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 22. Hernando County reserves the privilege of auditing a vendor's records by a representative of the County, as such records relate to equipment, goods or services and expenditures therefor, with respect to any express or implied agreement between Hernando County and said vendor. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under contract.

SECTION 23. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

SECTION 24. E-VERIFY- Contractor must have legally Authorized Workforce.

CONTRACTOR/CONSULTANT is advised that the COUNTY has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the COUNTY will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, CONTRACTOR/CONSULTANT represents and warrants (a) that the CONTRACTOR/CONSULTANT is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the CONTRACTOR/CONSULTANT employees are legally eligible to work in the United States, and (c) that the CONTRACTOR/CONSULTANT has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of CONTRACTOR/CONSULTANT's intent to use and/or current use of unauthorized workers may not be a basis to delay the COUNTY'S award of a contract to the CONTRACTOR/CONSULTANT unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the COUNTY.

Legitimate claims of the CONTRACTOR/CONSULTANT's use of unauthorized workers must be reported to both of the following agencies:

The COUNTY'S Purchasing Contracts Department at (352) 754-4020: and

ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the CONTRACTOR/CONSULTANT's employees are not legally eligible to work in the United States, then the COUNTY may, in its sole discretion, demand that the CONTRACTOR/CONSULTANT cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the CONTRACTOR/CONSULTANT from bidding on all COUNTY contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

CONTRACTOR/CONSULTANT is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.

Establish a written hiring and employment eligibility verification policy.

Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.

Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.

Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 25. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 26. Attachments:

Exhibit "A" Scope of Services

Exhibit "B" Compensation and Method of Payment

1.3. Signatures

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)


BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____ Date: _____
Douglas A. Chorvat, Jr., Clerk of Circuit Court

_____ Date: _____
John Allocco, Chairman

SOS Care Solutions, LLC.,

Witness _____


By _____
Signed Name

Roderick Bennett MD
Printed Name and Title of Professional

Exhibit A Scope of Services

Section #1 – Requirements and Qualifications.

- 1) Has completed the course of study and all required internships, externships, fellowships, or any other practical training necessary to obtain, and shall have received, from a properly accredited university or college, the degree of Medical Doctor ("M.D.") or Doctor of Osteopathic Medicine ("D.O.") in conformance with Rule 64J-1.004(3)(a) of the Florida Administrative Code (hereinafter "F.A.C.").
- 2) Has completed the criteria for, and shall have received, board certification in Emergency Medicine by the American Board of Emergency Medicine (ABEM) or the American Osteopathic Board of Emergency Medicine (AOBEM); and possesses an ACLS certificate of successful course completion in emergency medicine in conformance with Rule 64J-1.004(3)(c) F.A.C.
- 3) Has and maintains throughout the term of this agreement, a valid, current and unencumbered license to practice medicine issued by the State of Florida under Florida Statutes Chapter 458 or 459 (hereinafter "F.S."), free of any disciplinary action against Medical Director, including, but not limited to, revocation, revocation and reinstatement, suspension, limitation, restriction, reprimand or warning by the State of Florida or any of its regulatory agencies, or by any relevant professional organization.
- 4) Has and maintains throughout the term of this agreement, board certification in Emergency Medicine as stated above, free of any disciplinary action including, but not limited to, revocation, revocation and reinstatement, suspension, limitation, restriction, reprimand, or warning by the State of Florida or any of its regulatory agencies, or the relevant professional organization issuing such certification, including, but not limited to, the ABEM or AOBEM.
- 5) Has and maintains throughout the term of this agreement, active participation in regional or statewide physician group involved in pre-hospital care and hold an ACLS certificate or equivalent, in conformance with Rule 64J-1.004(3)(d) F.A.C.
- 6) Will satisfy all other relevant requirements or qualifications as may be imposed by Florida law, prevailing medical standards, professional organizations, licensing and certifying entities, training standards, or COUNTY, from time to time.
- 7) Shall provide, upon request, documentation pertaining to any requirement or qualification, and fully cooperate with COUNTY in its efforts to obtain information to determine and confirm compliance with said requirements and qualifications in conformance with Rule 64J- 1.004(3) F.A.C.
- 8) Shall maintain membership in the Florida Association of EMS Medical Directors.

Exhibit A Scope of Services

Section #2 – Duties and Responsibilities

- 1) The agreement holder shall designate a physician to be Medical Director to supervise and assume direct responsibility for the medical performance of the Hernando County Fire and Emergency Services Paramedics and Emergency Medical Technicians. Medical Director shall have the authority in deciding the method in which to perform his/her duties and responsibilities which shall include at a minimum those required under state law or administrative regulation:

a) Medical Direction

- i) Develop and implement medically correct protocols for Hernando County Fire Rescue ALS certified personnel responding to the scene of a medical emergency. Such protocols shall address requirements for evaluation and treatment of injuries commonly sustained in scenarios including, but not limited to automobile collision, smoke and fire, industrial accident, cardiopulmonary disease or failure, accidental poisoning, etc.
- ii) Develop medically correct standing orders or protocols which permit ALS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient. Rule 64J-1.004(4)(a) F.A.C.
- iii) Develop and issue standing orders and protocols for Paramedics and medical transport, to ensure that each patient is transported to a facility that offers a type and level of care appropriate to the patient's medical condition, if available within the service region. Rule 64J-1.004(4)(a) F.A.C.
- iv) Be available for immediate response to a phone consultation to advise Paramedics regarding all emergency medical treatment activities undertaken by or with other emergency responder agencies, such as law enforcement agencies operating within Hernando County, as requested by the COUNTY, in accordance with F.S. Section 401.435. Provide a contact phone number for medical control purposes.
- v) Provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include, in addition to the development of protocols and standing orders, direction to Paramedics and other EMS personnel as to availability of medical direction "off-line service" to resolve problems, system conflicts, and provide services in an emergency as that term is defined by Section 252.34(3), F.S. Rule 64J-1.004(4)(a) F.A.C.
- vi) Supervise and assume direct responsibility for the medical performance of Paramedics. F.S. Section 401. 265..
- vii) Supervise the preparation of records and reports as may be required from time to time by the Florida Department of Health or Hernando County, regarding any aspect of the performance of emergency medical services by Paramedics.
- viii) Provide or oversee periodic refresher training to Paramedics and ensure their compliance with proper standards for preparing medical documentation of patient care rendered in connection with emergency medical services.
- ix) Develop, implement, and participate in a patient care quality assurance system to assess the medical performance of Paramedics in conformance with F.S. Section 401.265(2) and 64J-1.004(4)(b) F.A.C.
 - (1) The Medical Director shall audit the performance of Paramedics by use of a quality assurance program to include, but not be limited to, a prompt review of patient care records, direct observation, and comparison of performance standards for medications, equipment, system protocols and procedures as developed by EMS and the Florida

Exhibit A Scope of Services

Department of Health, in conformance with F.S. Section 401.265(2).

- x) Notify the Florida Department of Health in writing of each substitution by the Paramedic of equipment or medication per 64J-2.004 F.A.C.
- xi) Assume direct responsibility for the use of an automatic or semi-automatic defibrillator by a Paramedic; and ensure that all Paramedics are trained in the use of the trauma scorecard methodologies as provided in Rule for adult trauma patients and Rule 64J-2.005 F.A.C. for pediatric trauma patients. Rule 64J-1.004(4)(g) F.A.C.
- xii) Assume direct responsibility for the use of a glucometer; the administration of aspirin; the use of any medicated auto injector; the performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation; and on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.'s by an EMT.
 - (1) The Medical Director shall ensure that the EMT is trained to perform these procedures; shall establish written protocols for the performance of these procedures; and shall provide written evidence to The Florida Department of Health and EMS documenting compliance with provisions of this paragraph as provided in Rule 64J-1.004 (3)(g) F.A.C.
- xiii) Assume direct responsibility and provide authorization for EMT's employed by Hernando County Fire and Emergency Services to start a non-medicated IV, under the following conditions:
 - (1) A non-medicated IV is initiated only in accordance with HCFES approved protocols, in the presence of an HCFES Paramedic, who directs the EMT to initiate the IV.
 - (2) The Medical Director provides IV Therapy training deemed sufficient to allow EMT's to function in this capacity.
 - (a) Hernando County Fire and Emergency Services shall document successful completion of such training in each EMT's training file and make documentation available upon request.
 - (3) The final decision on need for the above program (xiii) will be at the discretion of the HCFES-EMS Committee and Fire Administration.
- xiv) Develop and implement in conjunction with HCFES Infection Control Officer, policies, and protocols to minimize exposure of HCFES personnel to infectious diseases in compliance with State and Federal Requirements.
 - (1) The Medical Director or appropriate designee shall be available for consultations with the Infectious Control Officer including interviewing and counseling field personnel to determine the significance of any body-fluid exposure and to suggest appropriate action for such an exposure.
 - (2) The Medical Director or designee shall be available to assist with the implementation of the HCFES Infectious Exposure Control Policy.
- xv) Create, authorize, and ensure adherence to detailed written operating procedures regarding all aspects of the handling of medications, fluids, and controlled substances by Paramedics.
- xvi) Provide proof of current registration as a Medical Director, either individually or through a hospital, with the U.S. Department of Justice, DEA, to provide controlled substance to an EMS Provider.
 - (1) DEA registration shall include the HCFES address where controlled substances are stored: 60 Veteran's Avenue, Brooksville, Florida 34601.
 - (a) Proof of such registration shall be maintained on file with HCFES.
 - (2) Ensure and certify that security procedures of Paramedics for medications, fluids and controlled substances follow Chapters 499 and 893, F.S., and Chapter 64F-12, F.A.C.

Exhibit A Scope of Services

- xvii) Immediately report to COUNTY the initiation of any legal action, disciplinary procedure, or investigation by the State of Florida or any of its regulatory agencies or professional organizations, either formal or informal, or any complaint, which may result in any form of disciplinary action in connection with the Medical Director's practice of medicine.

Section #3 – Special Operations

- 1) Develop, review, and revise the HCFES Special Operations Program in conjunction with senior HCFES personnel as needed, such as a SWAT Medic Program in conjunction with the Hernando County Sheriff's Office and Hazardous Materials Paramedicine Program.
- 2) Develop protocols for on-scene evaluation, treatment, and transportation of patients exposed to hazardous materials.
- 3) Develop protocols for administration of medications used by authorized HCFES personnel to alleviate or counteract adverse effects for patients which fall into the category of Special Operations.

Section #4 – Local Disasters

- 1) In the event of a local disaster or impending disaster or emergency with the possibility of multiple casualties, the Medical Director or appointee shall be continuously available for emergency consultation 24-hour-per-day, 7-day-per-week, until such emergency is resolved. Rule 64J-1.004(4)(a) F.A.C.

Section #5 – Health Promotion and Wellness Activities

- 1) Consult as required as to the preparation of a written agreement between HCFES and the Florida Department of Health governing the provision of health promotion and wellness activities, to include blood pressure screening, immunizations, in accordance with F.S. Section 401.265 and Rule 64J-1.004(5) F.A.C.
- 2) Instruct and supervise Paramedics in the performance of blood pressure screening, immunizations, and other health promotion and wellness activities pursuant to a written agreement with the Florida Department of Health. F.S. Section 401.265(4) and Rule 64J-1.004(5) F.A.C.
- 3) Verify that each Paramedic authorized to administer immunizations has completed training consistent with that of other staff authorized to give immunizations as required by the Director of the Hernando County Department of Health.

Section #6 – In-Service Training

- 1) Provide continuing medical education, either personally or by Medical Director's designee, as approved by the Hernando County Fire and Emergency Services Fire Chief.
 - a) Minimum continuing education shall include:
 - i) Two (2) ACLS recertification courses per year; and
 - ii) One (1) State of Florida approved Paramedic Refresher Program for all Paramedics to renew certification with no less than 50% being "hands-on" training; or commensurate "In-Service" Training to accomplish renewal of HCFES Personnel's Paramedic and EMT Licenses as required by the Florida Department of Health and EMS.
 - iii) An annual Infection Control Update per OSHA guidelines for all Paramedics; and
 - iv) Participate as a crew member on an HCFES ambulance for a minimum of ten (10) hours per

Exhibit A Scope of Services

year.

- 2) Perform all such other duties and responsibilities not specifically provided for herein, which are now imposed, or which may be imposed by Florida law, including, but not limited to, the provisions of F.S. Chapters 252 through 401, and Rule 64J, as may be amended or renumbered from time to time.

Section #7 – Reporting

- 1) Attend at least quarterly or as otherwise requested, County meetings; and present to the Board a semi-annual report.

Section #8 – Residency Requirement

- 1) The physician shall maintain residency within the State of Florida, with preference being the maintaining of a practice of medicine within Hernando County.

EXHIBIT B: Compensation and Expenses

Compensation:

1. The Professional shall be paid a fee for the above enumerated services. The Professional's fee shall be:

\$5,416.67 per month ("Monthly Fee") for each month during the Term of Agreement.

Expenses:

1. The Professional shall be responsible for all expenses incurred.