

**AGREEMENT BETWEEN
ALACHUA COUNTY,
FLORIDA AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
FOR MEDICAL DIRECTOR AND ASSOCIATE MEDICAL DIRECTOR SERVICES**

THIS AGREEMENT is entered by and between Alachua County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and The University of Florida Board of Trustees, for the benefit of the Department of Emergency Medicine, College of Medicine, University of Florida, a public body corporate organized under Florida Law, hereinafter referred to as "University":

WITNESSETH:

WHEREAS, pursuant to Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, as the provider of an advanced life support service, the County is required to employ or contract with a Medical Director who meets the requirements of Chapter 401, Florida Statutes, and the Florida Administrative Code; and

WHEREAS, County coordinates ground pre-hospital emergency medical services in Alachua County, Florida, and desires to obtain Medical Director Services and Associate Medical Director Services with respect to such services; and

WHEREAS, the parties hereto desire to enter into this Agreement for University to provide Medical Director and Associate Medical Director Services for County; and

WHEREAS, the parties hereto also desire to coordinate the emergency medical services provided by the County and any certified agency approved as set forth herein, by contracting for Medical Director and Associate Medical Director (as that term is hereinafter defined) Services; and

WHEREAS, University desires to provide the Services through appropriately qualified and experienced physicians who are Florida licensed physicians Board Certified in Emergency Medicine and Emergency Medical Services to provide Services as the Medical Director and Associate Medical Director to the County and to any certified agency approved by County to provide emergency medical services as defined in Appendix A; and

WHEREAS, University, pursuant to Regulation 9.017 of the Board of Governors, State University System of Florida, and in furtherance of its education, training, and service responsibilities, authorizes its professional faculty and staff, as an integral part of their academic activities and their employment as faculty and staff, to provide health, medical care, and treatment to patients, including patients at independent hospitals, other institutions, and various other clinical sites; the College of Medicine is authorized, pursuant to said Regulation 9.017, to develop and maintain a faculty practice plan for the orderly collection and distribution of fees and income generated from such faculty practice activities; the College of Medicine has established and maintains such a faculty practice plan, known as the "Florida Clinical Practice Association, Inc."; and

WHEREAS, Under Article IX, § 7 (a) of the Florida Constitution, University's purpose or

“mission” is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state’s citizens. The provision of University’s administrative emergency medical services system Medical Director and Associate Medical Director services within the scope of the arrangement described hereunder operates to further these important goals, by providing to University an emergency medical services setting for University administrative services, from which University physicians and students will benefit through the experience gained and the knowledge obtained from the provision of such University services, while also allowing University to provide training to numerous area emergency services personnel, and from which enhanced opportunities are likely to develop for the educational research and services programs of the University, including but not limited to the Emergency Medical Services Fellowship program; and

WHEREAS, County has determined it to be in the best interests of the residents and visitors to Alachua County to contract with University for the purpose of providing Medical Director and Associate Medical Director Services to the County; and

WHEREAS, University desires to provide professional Services according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and Agreements set forth herein, County and University agree as follows:

1. **Term**. This Agreement shall become effective on October 1, 2020 and shall run through September 30, 2025. Each year, the parties will meet to discuss the terms of this Agreement and any modifications that may be appropriate, subject to the terms of Section 24 below.
2. **Purpose**. The purpose of this Agreement is to support compliance of the County in medical direction of emergency medical services and emergency medical service personnel in accordance with the provisions of Chapter 401, Florida Statutes and Chapter 64J-1.004, Florida Administrative Code.
3. **Compensation**.

3.1 University shall be paid the amount of Seventy-Five Thousand Dollars (\$75,000.00) to provide Medical Director and Associate Medical Director Services during year one (1) of the Term; University shall be paid the amount of One Hundred Thousand Dollars (\$100,000.00) to provide Medical Director and Associate Medical Director services during year two (2) of the Term; and for years three (3) through five (5) of the Term, University will be paid an amount equal to a three percent (3%) increase, year-over-year, of the One Hundred Thousand Dollars (\$100,000.00) paid in year two (2) [example: year three (3) compensation will be \$103,000.00 (\$100,000.00 increased by 3%)]. University shall invoice County quarterly, being the last working day of each quarterly period for services provided in the just-concluded quarter. Payments shall be made by County pursuant to the Florida Local Government Prompt Payment Act after receipt of proper invoice submitted by University.

3.2 University shall assume and pay for all costs and expenses incurred by University in the performance of University’s duties under this Agreement.

3.3 Invoices received from University shall be reviewed and approved by the County, indicating that Services have been rendered in conformity with this Agreement, and then, processed for payment.

3.4 In order for both parties to close their books and records, University must clearly state "FINAL INVOICE" on University's final and last billing to the County. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the County.

3.5 Nothing in this Agreement prohibits University from billing any third party for medical services rendered outside the scope of this Agreement that may arise during or after the term of this Agreement. It is understood and agreed by University and the County that Medical Director and Associate Medical Director Services to be provided by University pursuant to this Agreement are administrative, supervisory and educational in nature as described in section 401.265, Florida Statutes, and Chapter 64J-1, Florida Administrative Code. During the term of this Agreement, University, through the University-employed physician(s), may also provide professional clinical services to patients which are separate and distinct from the Medical Director and Associate Medical Director Services and, thus, are outside the scope of this Agreement. Accordingly, University shall be solely and separately responsible for the provision of, and the billing and collection for, any professional fees for clinical services provided by University- employed physician(s) to patients. All such fees accrue solely to University.

3.6 Consistent with their missions, the parties acknowledge and agree that the compensation set forth herein represents the fair market value of the services provided by University to the County, negotiated in an arms-length transaction and has not been determined in a manner which takes into account the volume or value of any referrals or business that otherwise may be generated between the County and University. The parties further agree that this Agreement does not involve the counseling or promotion of a business arrangement that violates state or federal law. Nothing contained in this Agreement shall be construed in any manner as an obligation or inducement for University or the County to refer patients, if any, to the other, or any organizations affiliated with either party. The parties enter into this Agreement with the intent of conducting their relationship and implementing the provisions hereof in full compliance with applicable federal, state and local law.

4. **Duties and Responsibilities of University.** All duties and responsibilities listed below will be performed in collaboration with the County. The parties further agree as follows:

4.1 Medical Director and Associate Medical Director. University shall provide all Services described in this Agreement, through its assigned University-employed physicians having substantial expertise and experience in the field of emergency medicine and demonstrated experience in pre-hospital care, and who are Board Certified in Emergency Medicine and fellowship-trained and board-certified in Emergency Medical Services and hold an ACLS certificate of completion to assume the designated roles of Medical Director and Associate Medical Director ("Medical Director and Associate Medical Director"). University shall direct the assigned Medical Director and Associate Medical Director to provide Services as required by Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, as either of the same may be amended, to emergency medical services and any certified agency approved by the County to provide emergency medical services. The Associate Medical Director will perform the same range of duties as the Medical Director, with specific duties as determine and delegated by University through the Medical Director.

4.2 University Physicians. The parties agree that University shall provide Services and perform its duties as required by this Agreement, through its University-employed faculty physician(s), including the assigned Medical Director and Associate Medical Director, and any other assigned University-employed physician (including Fellows), as employees/agents of University (collectively, "Medical Director and Associate Medical Director"). The parties agree that **Jason Jones, MD** will be the Medical Director assigned by University, and that **Torben K. Becker, MD, PhD** will be the Associate Medical Director assigned by University pursuant to this Agreement. As mutually agreed upon by the parties, the University may assign additional physician(s) to assist the Medical Director and Associate Medical Director in the provision of Services specified herein.

4.3 University Emergency Medical Services Fellowship. University, through the direction of its Emergency Medical Services Fellowship Director and the assigned Medical Director and Associate Medical Director, will assign Emergency Medical Services Fellows (University-employed, residency-trained and fully qualified emergency physicians) to various tasks and to perform certain duties associated with medical direction of the County's emergency response and emergency medical services system in keeping with the Fellowship training program of the University.

4.4 Supervision and Control. The University Physician(s) assigned to serve as Medical Director and Associate Medical Director will be employees of University, for whom University shall be solely responsible. The activities of University Physicians shall be under the exclusive supervision, direction, and control of University. University shall be solely responsible for ensuring the proper execution and completion of University's duties pursuant to this Agreement. University shall be responsible to the County in performance of University's Medical Director and Associate Medical Director duties and responsibilities and shall report, as appropriate, to the Fire Rescue Chief, the Deputy Fire Rescue Chief, and/or their designee.

4.5 Absence. During any period of temporary absence or unavailability of the assigned Medical Director and Associate Medical Director, University may designate another similarly qualified University Physician to serve as Acting Medical Director or Associate Medical Director. In the event the assigned Medical Director or Associate Medical Director is absent on a long term basis or is otherwise unable to fulfill the Medical Director or Associate Medical Director duties on behalf of the University, then University shall assign another University Physician to serve as the Medical Director or Associate Medical Director in accordance with section 4.1 and subsection 4.1.1.above.

4.6 Duties. Medical Director and Associate Medical Director shall adhere to the responsibilities as set forth in Chapter 401, Florida Statutes, and Rule 64J-1.004, Florida Administrative Code; the applicable rules of any government agency implementing said chapter; and any additional duties upon written notice from the Florida Department of Health that such additional duties are required of Medical Director and any Associate Medical Director. Such duties include supervising the medical performance of all certified/licensed response personnel functioning within the scope of their official duties while on duty within the Alachua County Fire Rescue Emergency Medical Services System. While these duties will typically occur within the geographical borders of Alachua County, they will include duties performed during mutual

aid and deployments during disaster situations to requesting entities outside those geographical borders and while transporting patients to out-of-county medical facilities.

4.7 Knowledge of Standards. Medical Director and any Associate Medical Director shall be knowledgeable with the standards set by National Fire Protection Association, and in particular, Standard 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments, as the same may be amended.

4.8 Standards of Care. Medical Director, with the assistance of the Associate Medical Director, shall establish and maintain medical standards of care for the County emergency medical service providers.

4.8.1 Medical Director and Associate Medical Director shall gather agency input in the review and development of medical standards of care on an annual basis, and in establishing and revising agency medical performance standards as necessary.

4.8.2 Medical Director, with the assistance of the Associate Medical Director, shall develop pre-hospital practice parameters for EMS personnel of all levels. The parameters shall be developed with consideration to budgetary and staffing limitations and the fiscal impact on the County, emergency medical services and the citizens of Alachua County.

4.9 Patient Advocate. Medical Director and Associate Medical Director shall be patient advocates in the Alachua County EMS system, and shall work to ensure that all aspects of the County systems are developed to place the needs of the patient first.

4.10 Protocols and Standing Orders.

4.10.1 Medical Director, with the assistance of the Associate Medical Director, shall develop, revise, implement, and maintain basic and advanced life support protocols and standing orders under which the County emergency medical services personnel will function under medical control. The protocols and standing orders shall include pre-hospital emergency medical response, transport, and inter-facility transports.

4.10.2 Medical Director, with the assistance of Associate Medical Director, shall develop protocols and standing orders to ensure that they meet nationally accepted standards of practice for use by all system providers, which permit specified ALS, BLS, and first responder procedures when communication cannot be established with a supervising physician, or when any delay in patient care would threaten the life or health of the patient. These standards include, but are not limited to, Advanced Cardiac Life Support (ACLS), Basic Trauma Life Support (BTLS) (n/k/a International Trauma Life Support (ITLS)), and Pediatric Advanced Life Support (PALS). In addition to medical treatment, protocols shall address determination of patient destination.

4.10.3 The County shall publish and distribute, at its own cost, all protocols and standing orders, as issued by the University through its Medical Director with assistance of the Associate Medical Director. The protocols and standing orders shall be published in a form consistent with agency Standard Operating Procedures. Copies of the protocols and

standing orders will be maintained on all licensed Fire and EMS vehicles, and will be distributed to all certified/licensed County personnel. Copies may be provided electronically. The county shall obtain and retain a receipt from each personnel member verifying receipt of the protocols and any changes. These receipts may be electronic, and shall state clearly that each person is individually accountable and obligated to follow all rules, regulations and protocols.

4.10.4 Medical Director, with the assistance of Associate Medical Director, shall develop, review, and revise, when necessary, Trauma Transport Protocols (TTP) for submission to the Florida Department of Health, Bureau of Emergency Medical Services for approval in accordance with Rule 64J-2, Florida Administrative Code.

4.10.5 Medical Director, with the assistance of Associate Medical Director shall conduct an on-going review of all protocols and standing orders as may be necessary to promote reliable service delivery, appropriate patient care, and the maintenance of the current standard of care. This shall include, at a minimum, a comprehensive annual review and written approval of all protocols and standing orders. While conducting the annual review, Medical Director and Associate Medical Director shall take into consideration the results of quality assurance reviews, review of current medical literature, and input from County personnel. Changes shall be developed with consideration to budgetary limitations and the fiscal impact on the County, and the citizens of Alachua County.

4.10.6 Medical Director and Associate Medical Director shall: promote compliance with protocols and standing orders by all County personnel; assist with training as necessary for personnel to comply with new protocols; and identify additional training needs as they occur.

4.11 Availability.

4.11.1 An on-line medical control physician shall be provided by the University and available to County personnel by telephone twenty-four (24) hours a day for guidance on medical care concerns. This on-line medical control physician shall be designated as the emergency physician on duty at the UF Health Adult Emergency Department (1515 SW Archer Road, Gainesville, FL 32608).

4.11.2 Medical Director and Associate Medical Director (or his/her previously-approved designee) shall be available remotely by telephone twenty-four (24) hours a day for medical concerns unable to be resolved in a timely manner by the on-line medical control physician described above.

4.11.3 Medical Director and Associate Medical Director (or his/her previously-approved designee) shall be available remotely by telephone twenty-four (24) hours a day to assist with problems or system conflicts identified by Alachua County Fire Rescue officials, and for assistance with other emergencies as defined in Section 252.34(3), Florida Statutes.

4.11.4 Medical Director and Associate Medical Director will provide the Medical Director Services described in this Agreement, including Services provided in person in Alachua County and remotely from the University campus in Gainesville. Services may be

performed at any time of day. The weekly schedule for the Medical Director and Associate Medical Director will be determined in advance by University.

4.12 Trauma Scorecard Methodologies. Medical Director in cooperation with the Associate Medical Director shall ensure that all certified/licensed EMS personnel are trained in the use of the trauma scorecard methodologies, as provided in Chapter 64J-2.004, FAC, for adult trauma patients and 64J-2.005, FAC, for pediatric trauma patients.

4.13 Oversight of Medical Qualifications and Proficiency of EMS Personnel.

4.13.1 Medical Director and Associate Medical Director shall ensure initial and continued medical knowledge qualifications and proficiency of County personnel.

4.13.2 Medical Director and Associate Medical Director shall establish and periodically update the minimum personnel training standards and certification requirements for all EMS personnel who provide emergency medical care. Such standards shall include the requirements for orientation and initial training, continuing medical education, and evaluation standards and procedures.

4.13.3 Medical Director and Associate Medical Director shall ensure that all field personnel meet the initial medical knowledge and proficiency requirements and continuously comply with established standards to attain and maintain approval to operate within the EMS system.

4.13.4 Medical Director and Associate Medical Director shall establish procedures for issuance, renewal, suspension, and revocation of practice privileges for EMS personnel in concert with the Fire Rescue Chief, the Deputy Fire Rescue Chief, and/or their designee, to include a process for remediation. The procedure shall include an investigatory process and shall be approved, in advance, by the Fire Rescue Chief, The Deputy Fire Rescue Chief, and/or their designee.

4.13.5 Medical Director and Associate Medical Director shall provide for direct observation of field level providers while performing their duties that meets or exceeds Section 401.265, Florida Statutes, and FAC Rule 64J-1.004.

4.14 Quality Assurance

4.14.1 Medical Director and Associate Medical Director shall develop, implement, and maintain an effective patient care quality assurance system to assess the medical performance of all certified/licensed EMS personnel.

4.14.2 Medical Director and Associate Medical Director shall develop, implement, and supervise a formal patient care quality assurance system in accordance with Section 401.265(2), Florida Statutes, and Rule 64J-1.004, Florida Administrative Code, to include the formation and supervision of a quality assurance committee.

4.14.3 The purpose and tone of the quality assurance review process shall be positive and educational; however, Medical Director and Associate Medical Director may, at any time and without limitation, conduct a quality assurance review investigation or audit to ensure that EMS personnel comply with the protocols and standards of care.

4.14.4 The method and extent of the investigation employed during any given quality assurance review shall be determined by University through its Medical Director in consultation with the Associate Medical Director. As a result of such an investigation, Associate Medical Director or the Medical Director may require remedial training of EMS personnel and/or revocation of practice privileges. Remedial training may be conducted by the Medical Director, Associate Medical Director, EMS personnel, or other personnel at Medical Director's discretion.

4.14.5 Medical Director, Associate Medical Director or designee may also conduct special audits in response to observations or customer feedback provided by patients, family members, caregivers, bystanders, crew members, physicians and hospital personnel.

4.14.6 Medical Director and Associate Medical Director may also develop procedures for routine auditing of EMS system performance and adherence to protocols on individual EMS incidents and overall EMS system compliance.

4.14.7 Medical Director and Associate Medical Director shall review, in conjunction with Quality Assurance designees of the County, patient care reports on an ongoing basis; review all protocol deviations for trauma alerts, STEMI alerts, stroke alerts and initiate or recommend corrective action.

4.14.8 Medical Director and Associate Medical Director shall periodically visit and communicate with the hospital emergency departments to exchange information and review the quality of care provided by the EMS personnel.

4.14.9 Medical Director and Associate Medical Director shall participate in field activity and system monitoring.

4.15 Educational Programs.

4.15.1 Medical Director and Associate Medical Director shall participate in educational programs at all levels, to include all certified/licensed EMS personnel.

4.15.2 Medical Director and Associate Medical Director shall actively participate in the development and presentation of EMS continuing education programs by identifying educational topics, presenting lectures and providing other educational opportunities for the enhancement of the EMS system.

4.15.3 Education should be geared to reach the specific needs of the audience. As providers work varied shifts, consideration shall be given to scheduling some training via an online platform.

4.15.4 Course content should include system-specific issues and items resulting from audit and review.

4.15.5 Where Medical Director or Associate Medical Director is not the presenter, and training services are conducted by other County personnel and/or are subcontracted to an outside provider, Medical Director and Associate Medical Director will ensure the quality of the Continuing Medical Education (CME) training provided to EMS personnel.

- A. Reviewing and approving all curriculum and courses for continuing education units (CEU's) prior to EMS personnel being trained;
- B. Evaluating the educational effectiveness of instruction, courses and programs in consultation with the CME contractor.

4.15.6 With the assistance of Alachua County Fire Rescue Training Division, after proof of completion, Medical Director and Associate Medical Director shall sign documents to show that certificate holders have completed a minimum of 30 hours of biannual recertification training, as set forth in s. 401.2715, Florida Statutes.

4.16 Agency Liaison.

4.16.1 Medical Director and Associate Medical Director shall participate in interagency discussions about specific issues or problems as necessary.

4.16.2 Medical Director and Associate Medical Director shall notify agencies of any pertinent concerns of other agencies as appropriate.

4.16.3 Medical Director and Associate Medical Director shall develop and maintain liaisons with the local medical community: hospitals, emergency departments, mental health agencies, physicians, providers, ambulance services, and other agencies impacting EMS.

4.16.4 Medical Director and Associate Medical Director shall assist in resolution of problems involving the delivery of pre-hospital care and other services in accordance with FAC Rule 64J-1.004.

4.16.5 Medical Director and Associate Medical Director shall interact with and educate local government officials on an as needed basis.

4.16.6 Medical Director and Associate Medical Director shall participate in the Florida EMS Associate Medical Director's Association or a statewide physician's group involved in pre-hospital care.

4.16.7 Medical Director and Associate Medical Director shall be an active member of at

least one national emergency medicine constituency group such as the National Association of EMS Physicians, the American College of Emergency Physicians, or similar organization.

4.16.8 Medical Director and Associate Medical Director shall interact with County, regional, state and federal authorities, regulators and legislators to ensure standards, needs, and requirements are met, and resource utilization is optimized.

4.17 Community Paramedicine. Medical Director and Associate Medical Director shall assist as possible with Alachua County Fire Rescue Community Paramedicine, Community Resource Paramedicine and community access to healthcare initiatives per the goals of the County.

4.18 EMT Oversight.

4.18.1 In accordance with FAC Rules 64J-1.004 (g) and (h), Medical Director and Associate Medical Director shall assume direct responsibility for: the use of an automatic or semi-automatic defibrillator; the use of a glucometer; the administration of aspirin; the administration of oral glucose; the use of any medicated auto injector; IV insertion; and the performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation.

4.18.2 Medical Director and Associate Medical Director shall ensure that all EMTs are trained to perform the foregoing procedures and shall establish and/or maintain written protocols for performance of these procedures.

4.19 Disaster Assistance and Planning.

4.19.1 Medical Director and Associate Medical Director shall be available for consultation and/or response during a disaster situation occurring in or near Alachua County.

4.19.2 Medical Director and Associate Medical Director shall function as a liaison between field EMS operations, hospitals and public health agencies during disaster situations.

4.19.3 Medical Director and Associate Medical Director shall provide specific information to assist in the mitigation of the EMS aspects during a disaster situation.

4.19.4 Medical Director and Associate Medical Director shall assist as desired in planning, updating, and following applicable sections of the County's Comprehensive Emergency Management Plan.

4.20 Controlled Substances, Medical Equipment and Supplies.

4.20.1 In accordance with Chapter 401, Florida Statutes, and Rule 64J-1.004(3)(c), Florida Administrative Code, Medical Director and Associate Medical Director shall possess proof of current registration as a Medical Director and Associate Medical Director with the U.S. Department of Justice, DEA, to provide controlled substances to an EMS provider. The

DEA registration shall include each address at which controlled substances are stored. Proof of such registration shall be maintained on file with the County, which shall maintain the copies and make them readily available for inspection. The County will forward all renewal documents as received from DEA to Medical Director and Associate Medical Director in order to ensure continuous registration and will reimburse Associate Medical Director for the cost of such registration. Copies of physician license and registrations must be provided to the County.

4.20.2 Medical Director and Associate Medical Director shall assist in formulation of and adherence to detailed written procedures to cover the purchase, storage, use, and accountability for medications, fluids, and controlled substances used by EMS personnel, in accordance with Chapters 499 and 893, Florida Statutes, and Rule 64J-1.021, Florida Administrative Code.

4.20.3 Medical Director and Associate Medical Director shall assist in certifying that security procedures of all EMS providers for medications, fluids and controlled substances are in accordance with Chapters 499 and 893, Florida Statutes, and Rule 64J-1.021, Florida Administrative Code.

4.20.4 Medical Director and Associate Medical Director shall establish a list of mandatory equipment, medications and medical supplies that must be on board transport and non-transport vehicles to respond to EMS incidents.

4.20.5 Medical Director and Associate Medical Director shall conduct an on-going and comprehensive review of all EMS medical equipment, medications and medical supplies as may be necessary to ensure reliable service delivery in the EMS system and excellence in patient care. In conducting the review, Medical Director and Associate Medical Director shall take into consideration the results of quality assurance reviews, review of medical literature, input from interested physicians, and EMS personnel.

4.20.6 Medical Director and Associate Medical Director shall ensure that the following criteria are met prior to activating new medical equipment or supplies within the EMS system

- A. Proposed medical equipment or supplies have been thoroughly researched, supported by medical literature, a field evaluation completed when applicable, and the analysis of available system data; and
- B. All protocols related to the medical equipment or supplies have been changed and evaluated to ensure consistency and accuracy; and
- C. Protocols, supporting documents and implementation instructions are distributed to EMS personnel prior to training or implementation, and training has been completed, if necessary, prior to implementation

4.21 Infectious Disease Control Policy.

4.21.1 Medical Director and Associate Medical Director, in coordination with Alachua County Fire Rescue's Infection Control officer, shall assist with the formulation, monitoring, and evaluation of a policy complying with all applicable laws and rules necessary to control exposure of EMS personnel to infectious diseases. This policy shall cover protective measures to be taken on incidents, inoculation procedures and recommendations, record keeping, follow up care recommendations as well as storage and disposal policies for contaminated materials.

4.21.2 Medical Director and Associate Medical Director shall be available, in conjunction with the County's Infection Control Officer for consultation from field personnel to determine the significance of any bodily fluid exposure and suggest appropriate action for such an exposure in accordance with the County's existing Workers' Compensation policies and procedures.

4.22 Personnel Services Agreement. This Agreement is a personnel services agreement based on the qualifications of the University and Medical Director and Associate Medical Director, and the services required hereunder shall be performed by University, through Medical Director and Associate Medical Director. Any additional personnel necessary for the fulfillment of the services required under this Agreement shall be secured at University's sole expense and such personnel shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services. In keeping with University's tripartite mission, this shall specifically include services of University Physician Fellows.

4.23 Professional Judgment. The County acknowledges and agrees that it shall not exercise control or direction over the means, methods, or manner by which the University Physician exercises professional judgment in the provision of the Medical Director and Associate Medical Director services on behalf of University.

5. **Insurance/Limits of Liability.** Each party to this Agreement agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by the County, The University of Florida Board of Trustees, the University of Florida and/or the Florida Board of Governors. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued in any matter arising out of any contract by any party or parties.

To the extent that the State of Florida, on behalf of the Board of Governors and the University of Florida, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, the University of Florida is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred thousand Dollars (\$200,000.00) and for total claims or judgments arising out of the same incident or

occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided with respect to the University of Florida by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes; and with respect to the County, by the County's Self Insurance Program. Personnel and agents of the University of Florida and the County are not individually subject to actions arising from their state functions. Any damages allocated against the University of Florida or the County as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and- several liability to codefendants of the University of Florida or the County in professional liability actions. The sole remedy available to a claimant to collect damages allocated to the University of Florida or the County is as prescribed by Section 768.28, Florida Statutes. All liability protection described in this section is on "occurrence" basis. The University of Florida Health Center Self Insurance Program provides ongoing protection for the University of Florida with no expiration.

Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of University and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by University or the County be required to contain any provision for waiver.

6. **Termination.**

6.1 Early termination may occur as follows:

- A. This Agreement may be terminated by University, with or without cause, upon not less than ninety (90) days written notice delivered to County.
- B. County may terminate this Agreement in whole or in part and without cause, upon not less than ninety (90) days written notice, delivered to University.
- C. Either party may terminate this Agreement immediately in the event that the other party fails to fulfill any of the terms, understandings or covenants of this Agreement; provided, however, the non-breaching party has given the breaching party thirty (30) days' prior written notice of such failure affording the breaching party the opportunity to cure any claimed breach and such party fails to cure within the 30 day period.

6.2 At such time as this Agreement is terminated, whether at the expiration date or upon termination, University shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other materials related to the

terminated work.

- C. Continue and complete all parts of that work that have not been terminated, if any.
- D. Upon termination of this Agreement neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises, or covenants contained herein which are expressly or by implication made to extend beyond the term of this Agreement.
7. **Payments.** Payments shall be made by the County pursuant to the Florida Local Government Prompt Payment Act after the completion of the rendered services and proper invoicing by University. Payment for University services as set forth herein shall be made to University, through University's billing entity, as follows: Florida Clinical Practice Association, Inc., P.O. Box 100186, Gainesville, FL 32610-0186. University shall assure that funds received pursuant to this Agreement will be deposited in such a way so as to reimburse the sources which made the original expenditures.
8. **Contingency.** The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the County. In the event that an annual appropriation is not granted by the County, then University shall have the option to terminate this Agreement effective with the last date covered by the prior appropriation granted to the County.
9. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.
10. **Ownership of Documents.** Any documents created by University during the term of this Agreement belong to University and University grants to the County a non-exclusive license to use and disseminate such documents which may be reproduced and copied without further acknowledgement or permission of University.
11. **Successors and Assigns.** University shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.
12. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.
13. **Records.** University shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. Upon ten (10) business days' written notice to the other party, representatives of either party shall have access, at all reasonable times, to all the other party's books, records,

correspondence, instructions, receipts, vouchers and memoranda (excluding computer software) pertaining to work under this Agreement for the purpose of conducting a complete independent fiscal audit. University shall retain all records required to be kept under this Agreement for a minimum of five (5) years, and for at least four (4) years after the termination of this Agreement. Storage of medical records required by Federal or State statute in excess of the times stated herein and subsequent to the termination of this Agreement shall be revisited by the parties at such time as any transition period is established to accommodate the termination of this Agreement. University shall keep such records as are necessary to document the provision of services under this Agreement and expenses as incurred, and give access to these records at the request of County, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of University to maintain appropriate records to insure a proper accounting of all collections and remittances. University shall be responsible for repayment of any and all audit exceptions that are properly identified by the Auditor General for the State of Florida, the Alachua County Clerk of Court & Comptroller, the County, or their agents or representatives.

Both parties shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.

IF THE UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-264-6906, Alachua County Board of County Commissioners 12 SE 1st Street, Gainesville, FL 32601 or via email at PublicRecordsRequest@alachuacounty.us.

14. **Governing Law, Venue, Interpretation, Costs, and Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed entirely in the State. Venue will be in Alachua County, Florida, where the University of Florida main campus is located. This Agreement is not subject to arbitration.
15. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and University agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
16. **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, the

County and University agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. In addition, the Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Provided that the parties determine that their interests are not adverse with respect to such claim, the Parties shall cooperate to the fullest extent permitted by law in the investigation of any incident or occurrence, including making available to University's professional liability Self-Insurance Program all medical records, charts, and documents necessary for investigation upon request.

17. **Nondiscrimination.** University and the County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. University and the County agree to comply with all Federal and Florida Statutes, and all local ordinances, as applicable, relating to nondiscrimination.
18. **No Solicitation/Payment.** University and the County warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
19. **No Personal Liability.** No covenant or provision contained herein shall be deemed to be a covenant or provision of any member, officer, agent or employee of the County or University in his or her individual capacity, and no member, officer, agent or employee of the County or University shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
20. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Counterparts may be exchanged via facsimile or electronic delivery.
21. **Amendments and Assignments.** No amendment or assignment of this Agreement shall be valid without the prior written consent from the County and/or University, as the case may be.
22. **Independent Contractor.** The parties intend that with regard to the provisions of this Agreement, the parties are and shall remain independent contractors and neither party shall receive any benefit except as set forth in this Agreement. Further, at all times and for all purposes hereunder, University is an independent contractor and not an employee of the County. No statement contained in this Agreement shall be construed as to find University or any of its employees, contractors, servants or agents as the employees of the County, and

they shall be entitled to none of the rights, privileges or benefits of employees of the County. Nothing herein shall be construed to create a joint venture, partnership or agency between the parties.

23. **Compliance with Law.** In carrying out its obligations under this Agreement, both parties shall abide by all statutes, ordinances, laws, rules and regulations pertaining to or regulating the provisions of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, laws, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-breaching party to terminate this Agreement immediately upon delivery of written notice of termination to the other party.
24. **Licensing and Permits.** University shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses and permits whether federal, state, county or municipal.
25. **Notice.** All notices by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by nationally recognized expedited delivery (for which evidence of receipt is required). Notice shall be deemed as given on the day of receipt of the notice or communication, as indicated on the signed and dated receipt or acknowledgment, or on the date of hand delivery, addressed to the representatives of University and the County as follows:

If to University: Dean, College of Medicine
c/o Jeremy Sibiski, Executive Director of Finance and Administration
College of Medicine, University of Florida
P.O. Box 100205
Gainesville, Florida 32610-0205

with copy to: Joseph A. Tyndall, M.D., Chair, Department of Emergency Medicine
College of Medicine, University of Florida
c/o Frank Jurkiewicz, Director
P.O. Box 100186
Gainesville, Florida 32610-0186.

Melanie Blackburn
Assistant Director, Finance
College of Medicine, Department of Emergency Medicine
PO Box 100186
Gainesville, Florida 32610-0186

If to County: Chief Harold Theus
Chief, Alachua County Fire Rescue
911 SE 5th Street,
Gainesville, Florida 32601

with copy to: Bob Swain, Esq.
Senior Assistant County Attorney

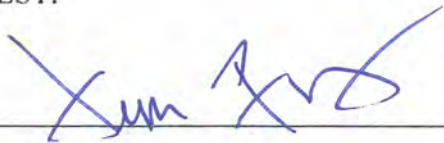
12 SE 1st Street
Gainesville, Florida 32601

In the event that representatives change after execution of this Agreement, notice of the name of the new representative shall be furnished in writing to the other party and a copy of such notification shall be attached to the Agreement. Such notification in writing shall not require further amendment.

26. **Proprietary Information.** Neither party shall use the name of the other or any confusingly similar adaptation thereof, or any trade-name, personal name, trademark, trade device, service mark, symbol, image, icon, logo, or any abbreviation, contraction or simulation thereof owned by the other, or likeness of the other party or its staff, in any publicity, news release, written advertising or promotional literature, ("Proprietary Information") without obtaining prior written consent of the other party in each case. Any permitted usage will cease immediately upon termination of this Agreement. All requests for use of University's Proprietary Material must be presented to the Chief Communications Officer and Associate Vice President for Health Affairs, University of Florida Academic Health Center Office of News and Publication, P. O. Box 100253, University of Florida, Gainesville, FL 32610-0253, telephone (352) 273-5810, fax (352) 392-9220.
27. **Protected Health Information:** As may be applicable, the parties shall instruct their employees to hold as confidential any protected health information ("PHI") acquired as a result of this Agreement. Any and all use or disclosure of patient information must be made in accordance with Sections 501.171, 394.4615, 395.3025 and 456.057, Florida Statutes, as applicable, and in accordance with any other applicable state and federal law, including the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any and all implementing regulations. During the term of this Agreement, except as otherwise required by state and/or federal law, each party agrees (1) to maintain all PHI in a secure and confidential fashion, (2) to ensure that its directors, officers, employees and agents will maintain all PHI in a secure and confidential fashion, and (3) not to disclose such information to any third party, except as set forth herein.
28. **Entirety of Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended, altered, or modified except by mutual written agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Alachua County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and by The University of Florida Board of Trustees for The Benefit of the Department of Emergency Medicine, College of Medicine, University of Florida, by its duly authorized representative.

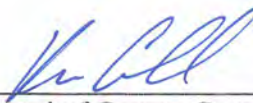
ATTEST:



Date: January 13, 2021

COUNTY

ALACHUA COUNTY, FLORIDA through
its
Board of County Commissioners



Board of County Commissioners
of Alachua County, Florida

Date: January 12, 2021

Approved as to form for the reliance of Alachua County:

DocuSigned by:

Robert C Swain

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County Attorney

UNIVERSITY

THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES, FOR THE
BENEFIT OF THE DEPARTMENT OF
EMERGENCY MEDICINE, COLLEGE OF
MEDICINE, UNIVERSITY OF FLORIDA



Joseph A. Tyndall, M.D., MPH, FACEP,
FAAEM
Interim Dean, College of Medicine
University of Florida

Date: 12/10/2020 | 10:44 AM EST

Appendix A

I. Alachua County Fire Rescue