

BOARD OF COUNTY COMMISSIONERS

DATE: September 18, 2012
AGENDA ITEM NO. 29

Consent Agenda

Regular Agenda

Public Hearing

YMA

County Administrator's Signature

Subject:

Approval of Final Negotiated Agreement - Medical Direction Services and Appointment of the Emergency Medical Services Medical Director
Contract No. 112-0349-P(AM)

Department:

Public Safety Services / Purchasing

Staff Member Responsible:

Bruce Moeller / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD), SITTING AS THE EMERGENCY MEDICAL SERVICES (EMS) AUTHORITY, APPROVE THE FINAL NEGOTIATED CONTRACT FOR EMS MEDICAL DIRECTION SERVICES WITH EMCARE, INC., D/B/A EMCARE, CLEARWATER, FLORIDA.

IT IS FURTHER RECOMMENDED THAT AFTER EXECUTION OF THE AGREEMENT BY THE CHAIRMAN, THE CLERK ATTEST.

IT IS ALSO RECOMMENDED THAT THE EMS AUTHORITY APPOINT DR. DAVID BOWDEN AS EMS MEDICAL DIRECTOR EFFECTIVE OCTOBER 1, 2012.

Summary Explanation/Background:

On June 1, 2012, the Purchasing Department, on behalf of Public Safety Services, released a Request for Proposal (RFP) for Medical Direction Services for the entire Pinellas County EMS System which includes the EMS Authority, all Advanced Life Support (ALS) First Responder providers, the Ambulance Service, all wheelchair transport providers, and the Continuing Medical Education (CME) provider.

On August 21, 2012, the EMS Authority authorized staff to negotiate a service agreement with the number one ranked firm, EmCare.

Staff has negotiated a service agreement with the following features:

- Dr. David Bowden, a board certified emergency physician will serve as EMS Medical Director. The EMS Medical Control Board unanimously recommends Dr. Bowden be appointed by the EMS Authority to serve as EMS Medical Director. See attachment with recommendation and Dr. Bowden's Curriculum Vitae.
- Two Associate Medical Directors, Dr. Donna Dooley and Dr. Angus Jameson will serve as the primary Online Medical Control (OLMC) staff.
- Online Medical Control (the radio consultation with field paramedics) will be provided by physicians 100% of the time. Currently, OLMC is provided by Medical Officers (specially trained paramedics) 75% of the time and only 25% of the time is provided by physicians. This is an area of concern for field paramedics who have expressed a preference for physician level consultation for OLMC.

- EmCare is proposing to streamline the protocols used by paramedics and move additional treatments to standing orders (treatments that can be rendered by field paramedics without OLMC). This effort will be phased in over the first year based upon additional training of paramedics and improvements to the quality assurance program. This effort, through the reduction of unnecessary OLMC consults, will reduce costs.
- In Year 1, the reduction of OLMC will begin at six months and there will be quarterly improvements thereafter. This approach reduced the initial bid of \$923,000 by \$209,500 to \$713,500 (or 22.7%) for Year 1.
- In Years 2 and 3 the cost will be reduced by an additional \$78,500 (or 8.5%) to \$635,000. Such costs are subject to an inflation adjustment as indicated in the service agreement.
- EmCare is a physician group that serves over 600 hospitals in 40 states. With this depth and breadth of experience, EmCare has the clinical strength and background to maintain the Pinellas County EMS System at the cutting edge of emergency care and has vowed to work closely and collaboratively with our local Trauma Centers, All Children's Hospital and specialists (i.e. pediatricians, cardiologists, trauma surgeons, etc.)
- EmCare, through the EMS Medical Director and associates, will provide clinical leadership of the EMS System, oversee all clinical quality assurance, review and approve all EMS protocols, medications, equipment and supplies.
- EmCare's physicians will provide oversight of personnel certification, oversee training and curriculum utilized for Continuing Medical Education, attend all EMS stakeholder and constituent meetings, provide services during declared disasters and staff the Emergency Operations Center (EOC) when needed.
- EmCare's physicians have agreed to wholly adopt the current 2012 Medical Operations Manual, which contains all clinical and administrative protocols for paramedics. This approach assures a smooth and orderly transition to the new EMS Medical Director on October 1, 2012.

Staff considered many options for service delivery:

EMS Medical Director and Online Medical Control:

- Prior bids, due to the complexity of providing both physician level and administrative services, were not competitive and did not yield competitive based results.
- By streamlining the bid to physician level services, a national level firm rendered a bid.
- It is necessary to have all physician level services (i.e. the EMS Medical Director and Online Medical Control) be provided by one provider. The physician level clinical practice must have a direct linkage between physicians for continuity of the clinical practice, medico-legal liability, provision of insurance and indemnification, etc.
- Staff looked at an "in house" approach for providing EMS Medical Director and Online Medical Control. Among the several disadvantages was the significant cost for insurance.

Administrative Coordination and Support:

- The best approach appears to be a public/private partnership with the County providing the quality assurance coordination, protocol and equipment coordination, data analysis and systems coordination, and administrative support functions through four (4) full time equivalents.
- This approach will allow the streamlining and integration of the Office of the Medical Director and EMS Administration functions within Public Safety Services. Through this effort, two (2) full time equivalent positions will be eliminated from the current contractor's staffing.
- The proposed positions include a Quality Assurance Coordinator (CL17), a Protocol and Equipment Coordinator (CL17), Data Analyst and Systems Coordinator (CL17) and an Administrative Support Specialist (CL12) to oversee personnel certification.
- Through this integrated approach, the Data Analyst will oversee the expansion of the Electronic Patient Care Reporting System (ePCR) to all Fire Rescue ALS First Responder providers. St. Petersburg Fire Rescue and Pinellas Park Fire Department have been using the County's medical records system, but a dedicated data analyst is needed to expand the system and meet the support needs of the 18 Fire Rescue departments.
- EmCare does not provide non-physician level administrative support services.

Medical Communications:

- The most recent Amendment No. 4 of the Ambulance Services Agreement, approved on December 20, 2011, allows for medical communications services to be returned to the Ambulance Contractor.

- This function was moved to the EMS Medical Director in the early 1990s to allow the capture of clinical information from field paramedics when all medical records were only on paper. This approach is no longer necessary through the use of the ePCR electronic medical records system and Fire/EMS computer aided dispatch (CAD) data from the 9-1-1 Center which allows comprehensive reporting of clinical and performance data.
- This function will be streamlined and integrated within the EMS Communications Center functions provided by the Ambulance Contractor for Ambulance Dispatch. The position will be a paramedic level assistant supervisor.
- This position, due to its role as liaison between paramedics, EMS physicians and the receiving hospitals must be staffed at the paramedic level.
- The County cannot provide the same level of service at the proposed cost.

See the Program Options Summary attached for additional detail.

Utilizing the recommended service delivery options outlined above, the EMS System will see an immediate increase in quality by utilization of physicians 100% of the time for online paramedic consultation. This directly addresses issues raised by field providers. In addition, compared to current costs, the proposed configuration provides services with a small reduction in costs for the first year (\$9,385 or -0.8%), and a \$58,852 or 5.3% cost reduction in years 2 and 3. See the Program Cost Summary attached.

Fiscal Impact/Cost/Revenue Summary:

The proposed three (3) year contract is for a total cost of \$1,983,500.00. Beginning October 1, 2013, contract costs are eligible to be increased by the Consumer Price Index (CPI-U, U.S. City Average, All Items less Food and Energy) based upon the preceding twelve (12) month period in an amount not to exceed five percent (5%).

Exhibits/Attachments Attached:

Contract Review – Model Agreement
Program Cost Summary
Program Options Summary
Medical Control Board Recommendation on EMS Medical Director Appointment
Dr. David Bowden's Curriculum Vitae
Agreement



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CAIS NO.: **39773**

PROJECT: MEDICAL DIRECTION SERVICES, 2012

RFP NUMBER: 112-0349-P(Am) REQ. NUMBER:

TYPE: Purchase Contract Other: Construction-Less than \$100,000 One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 15-16 PRODUCT ONLY
 This is an annual contract. Estimated Expenditure: \$2,093,000.00 (Craig- Please provide amount)

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director/ Amelia McFarlane, Sr. Procurement Analyst	5/2/12 5/3/12	<i>[Signature]</i>	Please see highlighted areas. For future work to be completed at end of contract, please incorporate comments.	
2.	Requesting Dept. Mike Cooksey, Interim Director/ Craig Hare	5/9/12 05/09/12	<i>[Signature]</i> C. HARE	Agree w/ Purchasing Comments AGREE WITH PURCHASING COMMENTS	

Using Dept please provide below information:
 Yes, funding for this requisition is using grant Funding. No, funding for this requisition is not using grant Funding.
 If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.
 Please check attached vendor list. Circle vendors you want RFPs mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax) 5/13

3.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	5/17/12	<i>[Signature]</i>	See Reversed Insurance leg.	HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	5/21/12	<i>[Signature]</i>		
5.	Asst. County Administrator Maureen Freaney	5/24/12	<i>[Signature]</i>		
6.	Asst. County Administrator Attn: M. Woodard	5/28/12	<i>[Signature]</i>	See comments / Q's PSS, 11, 12 + 23.	
7.	Legal Attn: Michelle Wallace Don Crowell	5/23/12 5/21/12	<i>[Signature]</i> <i>[Signature]</i>	Agreements Attached See Blue Tab in Comments	

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: CRAIG HARE at Extension 421-6814
 In order to meet the following schedule, please return your requirements to Purchasing by: **MAY 30, 2012**

TENTATIVE DATES
RFP Mail Out: JUNE 1, 2012
RFP Opening: JULY 2, 2012
BOCC'S Approval OF RANKING: AUGUST 24, 2012

**Office of the Medical Director Transition - 2012
PROGRAM COST SUMMARY**

Components	FY12-13	FY13-14	FY14-15
EmCare - Medical Director & Online Medical Control (a)	\$ 713,500	\$ 635,000	\$ 635,000
County EMS Administrative Support (Q1 2013)	\$ 204,098	\$ 272,130	\$ 272,130
Medical Communications provided by Ambulance Contractor	\$ 150,000	\$ 150,000	\$ 150,000
County EMS Administration Program Support (b)	\$ 83,668	\$ 44,668	\$ 44,668
PROGRAM TOTAL	\$ 1,151,266	\$ 1,101,798	\$ 1,101,798
FY11-12 Program Cost	\$ 1,160,650	\$ 1,160,650	\$ 1,160,650
Cost Reuction	\$ (9,385)	\$ (58,852)	\$ (58,852)
Savings Percentage	-0.8%	-5.3%	-5.3%

(a) - Subject to 0-5% CPI Adustment in FY13-14 and FY14-15 per Contract

(b) - one time costs of \$39K in year 1

Medical Direction Services – Program Options Summary

Component	County	EmCare	Ambulance Contractor
<p>EMS Medical Director and Online Medical Control (OLMC)</p> <p>Complexity of the EMS System requires Full Time Physician and 24/7 Dedicated Online Medical Control (not on standby).</p> <p>Oversight of 18 Fire Rescue Agencies and Ambulance Service.</p> <p>180,000+ Responses per year and 140,000+ patient transports.</p> <p>Responsibility for 1,700+ Clinicians.</p> <p>Market cost for an Emergency Physician is \$250,000 to \$275,000 (base salary without benefits).</p> <p>Medical Director and Online Medical Control must be in the same entity to ensure a uniform “practice of medicine”</p>	<p>Concerns raised about clinical independence of EMS Medical Director.</p> <p>Direct liability for clinical practice.</p> <p>Most EMS Systems use an employment contract and do not directly employ the Medical Director.</p> <p>County Risk assessed insurance requirements. First year costs would be \$60,000 and the premium is estimated to increase 20% each year for the next five years to \$120,000 (without claims). Each claim would have a \$25,000 deductible. A claims bill is still possible.</p> <p>Medical Director = \$352,500 OLMC = \$443,179 Insurance = \$60,000 (\$72,000 year 2) Program Support = \$18,158 Total Year 1 = \$873,837 Total Year 2 = \$885,837</p>	<p style="text-align: center;">RECOMMENDED</p> <p>Physician services is a core competency of large emergency physician group.</p> <p>Clinical independence is a critical feature identified by the Medical Control Board.</p> <p>Indemnification and transfer of liability.</p> <p>Fixed cost plus inflation.</p> <p>Cost: \$713,500 Year 1 Cost: \$635,000 Year 2 & 3</p>	<p>Not a core competency</p> <p>Separation of duties between clinical oversight and Ambulance Service provider is critical.</p>

<p>EMS Coordination and Support</p> <p>Three (3) Coordinators and One (1) Administrative Support needed.</p>	<p style="text-align: center;">RECOMMENDED</p> <p>Approach will allow streamlining and integration of "Office of the Medical Director" administrative functions with existing EMS Administration (i.e. 2 FTEs were eliminated).</p> <p>Core competency and role to provide countywide coordination in multi-agency EMS System (i.e. equipment, supplies, information technology, quality assurance, personnel credentialing, etc.)</p> <p>Staff Cost: \$204,098 Year 1 Staff Cost: \$272,130 Year 2 & 3 Program Support Cost: \$83,668 Year 1 (onetime costs of \$39K) Program Support Cost \$44,668 Year 2 Total = \$287,766 Year 1 Total = \$316,798 Year 2</p>	<p>Contractor does provide these services ordinarily. Contractor advised costs would be similar.</p> <p>Streamlining and integration of functions would be lost.</p>	<p>Separation of duties between multi-agency coordination and Ambulance Service provider is critical.</p>
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<p>Medical Communications</p> <p>One (1) 24/7 Paramedic Trained Communications position needed.</p>	<p>Function requires a Paramedic to understand clinical information.</p> <p>15 new part-time County employees trained as Paramedics would be necessary to continuously staff one 24/7 position.</p> <p>Overtime, potential for special risk pension costs, need for additional insurance could impact cost containment.</p> <p>No benefit derived by performing this function directly.</p> <p>Personnel Cost: \$203,654 annually Program Support Cost: \$13,629 Total = \$217,283</p>	<p>Contractor does not provide these services.</p>	<p style="text-align: center;">RECOMMENDED</p> <p>Ambulance Contractor is already performing ambulance dispatch functions.</p> <p>Communications with the Hospitals is a natural extension. Ambulance Service provided this function historically.</p> <p>Medical Communications function will be integrated with existing dispatch functions to reduce costs.</p> <p>Cost: \$150,000 annually</p>
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Total Cost	<p>Cost: \$1,378,886 Year 1 Cost: \$1,419,918 Year 2 & 3</p>	Not Applicable	Not Applicable
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MEMORANDUM

TO: Pinellas County Emergency Medical Services (EMS) Authority
FROM: Dr. Stephen Haire, Acting Chairman, Pinellas County EMS Medical Control Board *S.H.*
SUBJECT: Recommendation for Appointment of the EMS Medical Director
DATE: September 5, 2012

The Pinellas County EMS Medical Control Board met on September 5, 2012 to discuss and make a recommendation for appointment of an EMS Medical Director. This meeting was publicly noticed. A quorum was confirmed. The following members were in attendance:

Dr. Stephen Haire, Vice Chairman
Mr. Keith Neely
Mr. Glenn Waters
Mr. Brian Flynn
Mr. Stephen Daugherty
Dr. Paula Pell, Secretary
Dr. Hiten Upadhyay

After discussion, the following motion was made by Dr. Pell and seconded by Mr. Waters.

Motion: That the EMS Medical Control Board nominate Dr. David Bowden as EMS Medical Director.

Upon call for a vote, the following votes were recorded:

Dr. Stephen Haire, Vice Chairman	Yea
Mr. Keith Neely	Yea
Mr. Glenn Waters	Yea
Mr. Brian Flynn	Yea
Mr. Stephen Daugherty	Yea
Dr. Paula Pell, Secretary	Yea
Dr. Hiten Upadhyay	Yea

RECOMMENDATION:

On behalf of the Pinellas County EMS Medical Control Board, I recommend that the following individual be nominated for appointment as indicated:

Dr. David Bowden Pinellas County EMS Medical Director

 Steve Haire

David M. Bowden, D.O., FACEP

7505 225th St East
Bradenton, Fl 34211
941-322-1238 (Home)
941-232-1108 (Cell)

Education

Department of Emergency Medicine, Albert Einstein Medical Center, Philadelphia, PA, Resident in Emergency Medicine, 1998-2002
Philadelphia College of Osteopathic Medicine, Philadelphia, PA, Doctor of Osteopathic Medicine, May 1998
Temple University Graduate Program in Physiology, Philadelphia, PA, 1992-1994
University of Pennsylvania, Philadelphia, PA, Bachelor of Arts in Biology, May 1992
Warwick Veterans Memorial High School, Warwick, RI, Valedictorian, Class of 1988

Medical Experience

2008-2011 Medical Director, EMS Training Program, Manatee Technical Institute
2007-present Physician Advisor, EMS Medic-1, Hillsborough County Fire Rescue
2006-present Attending Physician, EmCare, Blake Medical Center, Bradenton, Fl
2006-present Attending Physician, EmCare, Northside Hospital, St. Petersburg, Fl
7/07-12/07 Attending Physician, Lawnwood Regional Medical Center, Fort Pierce, Fl
2002-7/2007 Partner/shareholder, Emergency Physicians of St. Petersburg (EPSP)
2002-7/2007 Attending Physician, Bayfront Medical Center, St. Petersburg, Fl
2002-2004 Attending Physician, St. Anthony's Hospital, St. Petersburg, Fl
2000-2002 House Staff Physician, Fast Track, Delaware County Memorial Hospital, PA
1998-2002 Emergency Medicine Resident, Albert Einstein Medical Center, Philadelphia, PA
1996-2002 ACLS/BCLS Instructor, Department of Emergency Medicine, PCOM, Philadelphia

Licensure

June 2001-present State of Florida, Osteopathic Physician, OS-8460
July 1999-present State of Pennsylvania, OS-010305-L

Certification

2003-present American Board of Emergency Medicine (ABEM) Board Certified
2008-present International Trauma Life Support (ITLS) Instructor
1996-present AHA ACLS Instructor
1998-present Advanced Trauma Life Support (ATLS) Certified
1996-present AHA ACLS Certified

1996-present AHA PALS Certified
1996-present AHA BCLS Certified
2000-present Pennsylvania Medical Command Physician

Other Medical Experience

2010-present Co-Medical Director, Florida Chapter of International Trauma Life Support (ITLS)
2010-present Site Visitor, Committee on Accreditation of Educational Programs for the
Emergency Medical Services Professions (CoAEMSP)
2004-present Hillsborough County Fire Rescue Special Operations Volunteer USAR Task Force 3
1992-1998 Pennsylvania Emergency Medical Technician #044955
1992-1996 Volunteer EMT/Firefighter, Llanerch Fire Company, Haverford, PA

Medical Societies/Organization Memberships

2010-present Committee Member, FCEP EMS/Trauma Committee
2008-present Member, Florida Association of EMS Educators (FAEMSE)
2006-present Fellow, American College of Emergency Physicians (FACEP)
1994-present Member, American College of Emergency Physicians
1996-1998 Board Member, Medical Student Committee, EMRA
2002-present Florida Chapter of American College of Emergency Physicians
2002-present Florida Osteopathic Medical Association District 7
1998-2003 American Osteopathic Association

Personal

Married, Rebecca Bowden, D.O., Family Medicine
Born June 28, 1970

Interests

Scuba diving, travel, cigar aficionado, hockey, golf

References

Available upon request

**MEDICAL DIRECTION SERVICE AGREEMENT
2012**

**PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, FL 33774-2700**

AGREEMENT made this _____ day of _____ 2012, between **EMCARE INC. D/B/A EMCARE**, a Delaware corporation, with its principal place of business at 6200 South Syracuse Way, Suite 200, Greenwood Village, Colorado 80111, ("Contractor"), and the **PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY**, a special taxing district established by Chapter 80-585, Laws of Florida, as amended ("Authority").

RECITALS

1. On June 1, 2012, the Authority released a Request for Proposals for the provision of Medical Direction Services ("RFP").
2. On August 21, 2012, the Authority selected the Contractor as the number one ranked proposer and authorized negotiations with Contractor.
3. Pursuant to the RFP, Contractor and Authority now desire to enter in to this Medical Direction Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the Contractor and Authority (collective "Parties") hereto with respect to the provision of Medical Direction Services in Pinellas County.

SECTION 102. COOPERATION

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS

The following Appendices are attached to and made part of this Agreement:

- Appendix A. First Responders in Pinellas County
- Appendix B. Medical Operations Manual
- Appendix C. CME Agreement
- Appendix D. Certificate of Insurance
- Appendix E. Business Associate Agreement

This Agreement, together with the foregoing Appendices, constitutes the entire Medical Direction Service Agreement between the Parties with respect to the provision of Medical Direction services, shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services and the Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties. In the event of, and/or to the extent there exists a conflict among this Agreement and the above listed Appendices, this Agreement shall govern.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"Advanced Life Support" or "ALS" means treatment of life-threatening and non-life-threatening trauma and medical conditions through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

"Ambulance Contractor" means the entity contracted by the Authority to provide Ambulance Services and Mental Health Interfacility Transport Services.

"Ambulance Services" means the emergency, non-emergency, inter-facility, critical care, and other Specialized Rescue and other specialized transport services offered by the Authority through its Ambulance Contractor.

"Ambulance" means any vehicle permitted by the Department, approved by the Executive Director, and operated by the Ambulance Contractor, which is equipped to provide Advanced Life Support services, and used for the transportation of Patients.

"Authority" means the Pinellas County Emergency Medical Services Authority, a special taxing district established by Chapter 80-585, Laws of Florida, as amended.

"Basic Life Support" or "BLS" means treatment of life-threatening and non-life-threatening trauma and medical conditions by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

"Caller" means a person accessing the EMS system by telephone.

"Certificate of Public Convenience and Necessity" means that certificate issued by the Board of County Commissioners pursuant to Chapter 401.25(2)(d), Florida Statutes or the Authority through Chapter 54 of the Pinellas County Code.

"Continuing Medical Education" or "CME" means the Continuing Medical Education Program provided by the St. Petersburg College for the continuing and remedial education and training of all EMS Personnel in coordination with the Contractor. The CME agreement, as may be amended, a copy of which is attached hereto as Appendix C.

"County" means Pinellas County, Florida, a political subdivision of the State of Florida.

"County-Certified" or "County Certification" means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board and the Medical Director, and approved by the Authority.

"Department" means the State of Florida Department of Health, Bureau of Emergency Medical Services.

"Disaster" means an occurrence of a severity and magnitude that normally results in death, injuries, and/or property damage, and which cannot be managed through routine procedures and resources of the EMS system.

"Emergency Medical Technician" or "EMT" means any person who is trained in Basic Life Support, who is County-Certified, and who is certified by the Department to perform such services in emergency and non-emergency situations.

"EMS Advisory Council" means the Pinellas County Emergency Medical Services Advisory Council.

"EMS Confidential Information" means EMS System information deemed confidential and/or exempt from §119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, HIPAA, HITECH, or other applicable law, including, but not limited to, Protected Health Information (PHI), trade secrets, data processing software obtained by the EMS System under a licensing agreement and EMS System-produced data processing software and security systems, and any other information designated in writing by the Executive Director as EMS Confidential Information.

"EMS Emergency" means any occurrence or threat thereof, in the County or any municipality therein, or in any surrounding County or Counties, which may result in unexpected increased demand for EMS services and is designated as such by the Executive Director.

"EMS Ordinance" means Chapter 54, Article III, of the Pinellas County Code.

"EMS Personnel" means the County-Certified Physicians, Paramedics, Registered Nurses, EMTs, and Wheelchair Transport drivers employed by ALS and BLS First Responders, the Ambulance Contractor, the CME Contractor, the Authority or the Contractor.

"EMS System" means the network of organizations and individuals established to provide emergency medical services to citizens of the County and includes: all ALS and Critical Care Ambulance Services, all ALS and BLS First Responder Services, 9-1-1 and

EMS Communications Center operations, Medical Direction Services, citizen CPR training and public education.

"EMS" means Emergency Medical Services.

"Executive Director" means the Authority's Director of the EMS System or his/her designee.

"First Responder Services" means the rapid response of EMS Personnel to medical and traumatic emergencies to provide patient assessment and ALS or BLS patient care, as necessary, at the scene of an emergency including Specialized Rescue services.

"First Responders" means any municipalities, fire districts, entities, as listed in Appendix A, or any future entities under contract with the Authority and located within Pinellas County that possesses (1) a valid Certificate of Public Convenience and Necessity, and (2) a valid agreement with the Authority to provide ALS or BLS First Responder Services.

"Fiscal Year" means the period commencing October 1 in any given year and ending September 30 of the following year.

"Medical Communications Officer" means the specially trained Paramedic or EMT employed by the Ambulance Contractor to relay information to hospitals and monitor the status of hospital resources and EMS System resources in accordance with the Medical Operations Manual.

"Medical Control Board" means the board appointed by the Authority, pursuant to the EMS Ordinance, and having the duties and responsibilities set forth in the EMS Ordinance and any rules and regulations adopted pursuant thereto.

"Medical Control Physician" means the specially trained and County-Certified physician authorized to provide Online Medical Control. Medical Control Physicians must be licensed to practice in the State of Florida and board certified and active in a broad-based clinical medical specialty with demonstrated experience in emergency medicine or other related specialty.

"Medical Direction" or **"Medical Direction Services"** means the (1) clinical oversight and leadership, protocol and policy review (offline medical control), (2) the provision of Online Medical Control services, (3) review and approval of medical supply and equipment standards, (4) review and approval the certification and re-certification of EMS Personnel, (5) Review and approval of all CME training materials and curriculum, and (6) field observation of EMS Personnel rendering patient care as required by the Department.

"Medical Director" means the physician who is (1) duly licensed osteopathic or medical doctor in the State of Florida, (2) meets the requirements of the Department, (3) is board certified in emergency medicine, (4) meets the requirements of the EMS Ordinance and (5) has a valid employment agreement with the Contractor, to serve as the clinical leader of the EMS System. The Medical Director must also meet the approval of the Medical Control Board and be appointed by Authority.

"Medical Operations Manual" means the current clinical, operational and administrative procedures, protocols and guidelines, a copy of which is attached hereto as Appendix B, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

"Mental Health Interfacility Transport Services" means the interfacility transportation of mental health clients, in accordance with Chapter 394, Florida Statutes, and any successor statute.

"Online Medical Control" means the clinical management, direct orders and supervision provided by the Medical Director or a Medical Control Physician via radio, telephone or scene response to EMS Personnel rendering ALS and BLS patient care and treatment at the scene of an emergency and prior to or during emergency, non-emergency or specialized transport.

"Paramedic" means a person who is County-Certified and certified by the Department to perform Basic and Advanced Life Support procedure, pursuant to the provisions of state statute and regulations.

"Party" or **"Parties"** means either the Authority or Contractor, or both, as the context of the usage of such term may require.

"Patient" means an individual who is ill, sick, injured, wounded, or otherwise incapacitated, and is in need of, or is at risk of needing, medical attention or care on scene and/or during transport to or from a health care facility.

"Performance Requirements" means the requirements of this Agreement intended to ensure; (1) clinical and operational performance is consistent with approved medical standards and protocols; (2) Contractor is unrelenting in its effort to detect and correct performance deficiencies; and (3) Contractor assist the Authority in upgrading the performance and reliability of the EMS System; (4) Contractor meets all the requirements of providing Medical Direction Services; (5) Contractor meets all of the requirements of providing a Medical Director.

"Priority Dispatch Protocols" means the interrogation protocols and pre-arrival instructions, as set forth in the "Advanced Medical Priority Dispatch System" (AMPDS) guidelines developed by the National Academy of Emergency Medical Dispatch, or any successor method approved through processes adopted by the Board of County Commissioners.

"Protocols" means protocols, procedures and standards to be followed by all EMS personnel including, but not limited to, clinical treatment protocols; standing orders; multiple casualty incident and disaster protocols; transport protocols including hospital destination, hospital bypass and first responder transports; trauma transport protocols and use of helicopter ambulances; protocols for the transfer of patient care and professional interaction between EMS personnel; on-scene medical authority; standard for allowed clinical procedures; policies and protocols to govern Specialized Rescue teams and situations; standards for emergency (9-1-1) and non-emergency EMS call-taking, call processing and radio and data communications including, but not limited to, priority dispatch and pre-arrival instruction protocols; standards for patient care reporting

and record keeping; standards for Baker Act transport services and wheelchair vehicle services.

"Quality Assurance Review" means an audit, inquiry or review, by the Medical Director and/or Medical Control Board, into procedures and practices of EMS Personnel, First Responders, or the Ambulance Contractor on an individual EMS incident or overall EMS System performance or compliance.

"Registered Nurse" means a person who is County-Certified and licensed to practice professional nursing pursuant to the provisions of Chapter 464, Florida Statutes and any successor statute.

"Rules and Regulations" means the rules and regulations adopted by the Authority, as may be amended from time to time.

"Specialized Rescue" means the hazardous materials response team(s), tactical (SWAT) EMS teams, and technical rescue teams provided by the Ambulance Contractor or First Responders to mitigate emergency situations and affect the rescue of Patients.

"State of Emergency" means a Disaster, which has been declared by proclamation of the State, County, or a municipality in the County.

"State" means the State of Florida.

"Wheelchair Transport" means the services, vehicles and personnel regulated by the Authority for the transport of wheelchair bound clients within the County.

SECTION 202. TERMS GENERALLY

Whenever the context may require, any pronoun shall include corresponding masculine, feminine, and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require. The words "approved," "designate," or similar words shall be deemed to be preceded by the word "reasonably," except as the context may otherwise require.

ARTICLE III
REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF CONTRACTOR

Contractor represents and warrants to the Authority that each of the following statements are presently true and correct:

(a) Existing. Contractor has been organized and validly exists, under the laws of the State of Florida, as having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be a party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary actions on the part of, and has been duly executed and delivered by, Contractor, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof at the time such action is required (i) requires the approval and consent of any other party, except such as have been duly obtained, certified copies thereof having been delivered to the Authority; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Contractor; or (iii) the corporate charter or bylaws of Contractor or any other agreement or instrument in existence on the date of this Agreement to which Contractor is a party.

(c) Enforceability. This Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) No Litigation. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) Financial Capability. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder.

(f) Requirements of Applicable Law. Contractor is aware of, acknowledges its ongoing duty to comply with, and represents that it is fully prepared to comply with, any applicable federal, state and local laws, regulations and requirements, including but not limited to the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191(August 21, 1996), as amended, and regulations promulgated thereunder ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act - Division A, Title XIII, and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009 ("ARRA"), Pub. Law 111-5, 123 Stat. 115 (Feb. 17, 2009), and regulations promulgated thereunder ("HITECH"), the Medicare and Medicaid Patient Protection Act of 1987, as amended, 42 U.S.C. §1320a-7b and regulations promulgated thereunder (the "Antikickback Statute"), and 42 U.S.C. §1395nn and regulations promulgated thereunder (the "Stark Act").

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. MEDICAL DIRECTOR

(a) Obligation to provide a Medical Director. Contractor shall continuously provide a physician to provide clinical leadership to the EMS System and serve as its sole Medical Director.

Contractor shall ensure that its agreement with the physician to fulfill the position of Medical Director fully discloses the requirements of this agreement and requires that if the Medical Director intends to voluntarily resign the position, he/she shall continue to serve as the Medical Director until such time as the Authority approves a replacement physician.

(b) Requirements of the Medical Director. Medical Director shall:

- Be a duly licensed to practice as a medical or osteopathic doctor in the State of Florida;
- Is board certified by the American Board of Emergency Medicine (ABEM), the American Osteopathic Board of Emergency Medicine (AOBEM) Shall be active in a broad-based clinical medical specialty with demonstrated experience in pre-hospital care and hold an Advanced Cardiac Life Support (ACLS) certificate or equivalent. Meet the requirements of the Department through applicable Florida Statutes and Administrative Code;
- Meet the requirements of the EMS Ordinance;
- Have a valid employment agreement with the Contractor and submit a copy of such to the Authority, and
- Be recommended by the Medical Control Board and appointed by the Authority.

(c) Activities of the Medical Director. Medical Director shall:

- Assume direct responsibility for the clinical activities performed by all EMS Personnel performing within the EMS System;
- Discharge all duties identified in Florida Statutes, Florida Administrative Code, the EMS Ordinance, the Rules and Regulations and the Medical Operations Manual;
- Be a participant in a statewide physician group involved in pre-hospital care, and
- Be a participant in the Coalition for Advanced EMS (CAEMS) physician's group or successor organizations, identified by the Executive Director, that promote high performance EMS Systems.

SECTION 402. MEDICAL OPERATIONS MANUAL

(a) Comprehensive Review. Authority's staff shall conduct an on-going and comprehensive review of all Protocols, rules, regulations and standards as may be necessary to ensure reliable service delivery in the EMS System and appropriate patient care. These are collectively contained within the Medical Operations Manual. Authority's staff will research and draft all protocols, processes and procedures.

Authority's staff and the Medical Director shall consider the results of Quality Assurance Reviews, review of medical literature, and input from the Medical Control Board and interested physicians, the EMS Advisory Council, First Responders, Ambulance Contractor, EMS Personnel, and the Authority in drafting and reviewing proposed protocols.

The Parties intend to improve Medical Direction and decrease the number of on-line medical consultations within the EMS system through revised Protocols. Medical Director shall review and recommend approval of all Protocols of the EMS System. The Medical Director shall then present the proposed changes to the Medical Control Board for approval and provide a comprehensive review of all Protocols prior to the end of each Fiscal Year.

SECTION 403. ONLINE MEDICAL CONTROL

Contractor shall provide a primary Online Medical Control Physician on a continual basis that is available by telephone and access via radio to the Pinellas County Intergovernmental Public Safety Radio and Data System.

Online Medical Control shall be made available 24 hours per day to provide clinical guidance, patient care and treatment orders, medication orders for all First Responders and the Ambulance Contractor on all pre-hospital and interfacility activities of the EMS System including, but not limited to, Specialized Rescue services, critical care transport, and mental health interfacility transports.

All Online Medical Control staff members shall be County-Certified Medical Control Physicians in accordance with the Rules and Regulations and receive specialized training in the provision of Online Medical Control. All Online Medical Control staff shall satisfactorily complete a minimum of 10 hours per year of continuing medical education. Five (5) of the continuing education hours must be related to pre-hospital care.

Online Medical Control staff members shall fully comply with all laws, standards, rules, and regulations established by the State, the County, and the Medical Control Board, including the protocols established in the Medical Operations Manual, and shall assist the Medical Director in monitoring, regulating, and the oversight of the EMS System.

SECTION 405. CONTINUING MEDICAL EDUCATION

Contractor shall be responsible for ensuring the quality of the CME training provided to the EMS system by:

- Reviewing and approving all curriculum and courses for the CME training program prior to EMS Personnel being trained;
- Actively participating in the CME steering committee;
- Make staff available to serve as subject matter experts or curriculum consultants to the core and remedial CME programs;
- Advise the Authority's Executive Director or the Medical Control Board anytime the Contractor believes the quality of the CME program is failing to ensure high quality patient care is provided by EMS Personnel;

- Medical Director shall monitor and audit at least one (1) class session of every CME course held.

SECTION 407. MEDICAL EQUIPMENT AND SUPPLIES

Authority's staff 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.

Authority's staff shall prepare clinical justification for medical equipment, pharmaceuticals and medical supplies. Staff shall ensure implementation instructions are distributed to the Ambulance Contractor and First Responders prior to training or implementation, and training through the CME program has been completed, if necessary prior to implementation of new equipment, pharmaceuticals or medical supplies.

Medical Director shall review and approve all changes to medical equipment, pharmaceuticals and medical supplies and seek approval of the Medical Control Board for items that institute new treatment modalities.

Authority's staff and the Medical Director shall take into consideration the results of Quality Assurance Reviews, review of medical literature, and input from the Medical Control Board, interested physicians, the EMS Advisory Council, First Responders, Ambulance Contractor, EMS Personnel, and the Authority.

SECTION 408. QUALITY ASSURANCE AND IMPROVEMENT

The Medical Director is expected to have a high level of involvement in the areas of Quality Assurance and continuous improvement of clinical processes and service delivery. It is contemplated that over the life of this agreement the methods which are used by the Authority in implementing these activities will change and evolve based upon the needs of the system as determined by the Authority through its rules and regulations or through changes to state law. At present it is contemplated that the Medical Director will be involved and support these process as follows:

- (a) Complaint Analysis and Performance Monitoring – Authority's staff shall establish procedures for routine auditing and monitoring of EMS System performance and adherence to Protocols on individual EMS incidents and overall EMS System compliance. Medical Director or designees may, at any time and without limitation, conduct performance monitoring and complaint analysis to ensure that EMS Personnel, First Responders and the Ambulance Contractor comply with the Protocols and Rules and Regulations of the Medical Control Board and the Authority. Contractor will support the informal analysis of complaints arising from patients or interested parties in assuring that protocols were followed and appropriate services were rendered and making recommendations regarding resolution of any issues not requiring any formal action regarding a Quality Assurance Review or Professional Standards Investigation. Alternatively, as a result of the informal analysis of complaints a referral may be made for a Quality Assurance Review or for action regarding Professional Standards.

(b) Quality Assurance Review – Medical Direction Services will support the Authority in their discharge of the process contained in F.S. 401.425 through their Emergency Medical Services Review Committee in assisting in the analysis of issues before the committee and appropriate resolution of any issues arising out of the review process. The Emergency Medical Review Committee may require remedial training of EMS Personnel. Such remedial training may be conducted by the Medical Director, the CME Contractor, First Responder agencies or the Ambulance Contractor at the Medical Director's discretion.

(c) Professional Standards – Medical Director shall take actions necessary, in accordance with Section 409, to ensure that EMS Personnel conduct themselves professionally, have appropriate clinical assessment and treatment skills, appropriate clinical and operational decision-making skills, and adhere to Protocols, Rules and Regulations. The Medical Director will be final decision making authority for issues regarding certification to practice as part of the Pinellas County EMS system subject to the professional standards process in the rules and regulations.

The Medical Director and staff will comply with the time requirements of either state law or the rules and regulations of the Authority, which apply to the incidents being evaluated under this section and which are in force at the time of the investigation.

Section 409. CERTIFICATION OF EMS PERSONNEL

(a) Certification Process. Authority's staff shall validate that all EMS Personnel meet the initial requirements and continuously comply with the established standards to attain and maintain County certification required to be classified as County-Certified. Medical Director shall review and approve new certifications of EMS Personnel. Medical Director shall issue, renew, suspend and revoke the County-Certification of EMS Personnel following the Rules and Regulations and due process requirements.

(b) Due process. Authority's staff shall provide for all procedures for the suspension, revocation, refusal to renew, or refusal to initially issue a personnel certificate or vehicle permit. The due process standards shall be subject to approval of the County Attorney and may not be adopted until the Medical Control Board and the Authority have given such approval. Medical Director shall comply with the due process requirements when suspending, revoking or refusing to issue County Certification for EMS Personnel.

SECTION 410. FIELD ACTIVITY AND SYSTEM MONITORING

Medical Director or designee shall substantially perform and document in its monthly summary report to the Authority evidence of the following required activities:

- Direct field observation of EMS Personnel performing patient care at a minimum of five (5) EMS incidents per month;
- Visit and interact with EMS Personnel, hospital emergency department staff, and other public safety personnel on a regular basis. Contractor shall document at least three (3) visits to a First Responder, Ambulance Contractor station, or a hospital emergency room each month, and

- The Medical Director shall ride along and observe field activity as a crewmember on an Ambulance or First Responder unit for a minimum of ten (10) hours per year.

Such field responses, visits and ride-alongs shall be distributed equally among each of the First Responder agencies, the Ambulance Contractor and the hospitals on an annual basis.

SECTION 411. INTEGRATED DATA SYSTEM

(a) Integrated Data System. Medical Director shall assist the Authority in improving the clinical user requirements for the Authority's existing medical record-keeping system. The Parties understand that the database of the Authority's automated medical record-keeping system shall be fully comprehensive, including complete and integrated information on all system activities. Contractor shall, without additional compensation:

- Require all Contractor personnel to comply with all record-keeping and data entry requirements of the EMS System, to document online medical control consults, as approved and periodically revised by the Authority;
- Comply with coding and data format conventions as specified by the Authority.

(b) Ownership of Data and Records. Contractor agrees that all data, whether written or an electronic file, relating to the Authority's Patients, operations and EMS System including, but not limited to, dispatch records, patient care reports, research and quality assurance databases, hospital status and capability, personnel certification, and continuing education rosters are all the property of the Authority.

(c) EMS Confidential Information. Contractor shall not disclose to any third party EMS Confidential Information that Contractor, through its personnel, has access to or has received from the Authority pursuant to its performance of services pursuant to the Agreement, unless approved in writing by the Executive Director. All such EMS Confidential Information will be held in trust and confidence from the date of disclosure by the Authority, and discussions involving such EMS Confidential Information shall be limited to Contractor's personnel except as is necessary to complete the requirements of this Agreement.

SECTION 412. PERSONNEL

The Parties understand that the EMS System requires professional and courteous conduct at all times from Contractor's personnel.

Contractor is responsible for ensuring, through in-service and new employee orientation, that its personnel possess a thorough understanding of the structure, finance, and operation of the EMS System and its underlying structure and philosophy.

Contractor shall utilize management practices, which ensure that Online Medical Control personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime have not been on-duty to an extent, which might impair clinical judgment or job performance.

After prior written notice and a meeting between the Parties to discuss alternatives or remedial plans (meeting shall be within ten (10) calendar days of the notice), the Authority may demand the removal of any person employed by Contractor who chronically misconducts himself or is chronically incompetent or negligent in the due and proper performance of his duties, and Contractor shall not reassign such persons for production of services under this Agreement without the prior written consent of the Authority. Provided, however, that the Authority shall not be arbitrary or capricious in exercising its rights under this provision.

SECTION 413. NOTIFICATIONS

Contractor shall make reasonable efforts to notify the Executive Director or their designee, via telephone, electronic medium or verbally, upon occurrence, of the following:

- Significant complaints, unusual occurrences or investigations;
- Instances when an acting Medical Director is providing coverage;
- Changes in Medical Control Physician staff;

SECTION 414. COORDINATION AND APPROVAL

Medical Director shall notify the Executive Director or their designee, in writing, thirty (30) days prior to implementing changes in protocols or equipment standards, except emergency actions deemed necessary to ensure public health, safety and welfare.

Medical Director shall request the approval of the Medical Control Board before adopting changes to any protocol, equipment standards or rules and regulations developed by the Medical Director prior to implementation except emergency actions deemed necessary to ensure public health, safety and welfare.

SECTION 415. CONSTITUENT AND QUALITY ASSURANCE MEETINGS

Medical Director or his/her designee shall regularly attend the monthly or periodic meetings of the EMS Advisory Council, Medical Control Board, Pinellas County Fire Chief's Association, the Pinellas Advanced Life Support Association (PALS) and Ambulance Services Quality Committee, to keep EMS System constituents and stakeholders informed of the Contractor's activities and to provide an opportunity for feedback regarding clinical policies in the EMS System.

Contractor shall conduct a meeting with the Executive Director to discuss the clinical status of the EMS System and discuss Quality Assurance Reviews on a quarterly basis.

Contractor shall conduct a meeting with the Ambulance Contractor and all Fire Responders to discuss the clinical status of the EMS System and discuss Quality Assurance Reviews. This shall be done no less frequently than quarterly.

SECTION 417. DISASTER ASSISTANCE AND PLANNING

Immediately upon notification by the Authority of a Disaster, State of Emergency or EMS Emergency, Contractor shall commit all resources as are necessary and appropriate,

given the nature of the disaster, and shall assist in accordance with plans and protocols applicable in the locality where the State of Emergency or EMS Emergency has occurred.

Contractor will actively cooperate in planning, updating, and following the Pinellas County Comprehensive Emergency Management Plan, including, but not limited to, participation in disaster drill critiques and providing a representative to the meetings of the Disaster Advisory Council, and for emergency management drills and activation of Emergency Operations Center at Contractor's sole expense.

SECTION 419. ETHICS AND COMPLIANCE

Contractor shall at all times conduct its business and perform its responsibilities under this Agreement in accordance with ethical business practices. Contractor, its agents, employees, and Medical Director shall provide services hereunder in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

Contractor further agrees to follow and comply with all Medicare, Medicaid, and other applicable regulations regarding the determination of medical necessity. Contractor shall assist the Authority, First Responders and Ambulance Contractor on an as needed basis to maintain any ambulance billing compliance programs implemented by the Authority.

Contractor shall comply with the provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Business Associate Agreement attached as Appendix E hereto.

Contractor shall assist the Authority, First Responders and the Ambulance Contractor in attaining and continually complying with accreditation requirements related to Medical Direction Services that affect the various service accreditations sought by the Authority, First Responders or the Ambulance Contractor. Such service accreditations shall include, but not be limited to, the Commission for the Accreditation of Ambulance Services (CAAS), the National Academy of Emergency Dispatch Accredited Center of Excellence (ACE), the Commission on Accreditation of Medical Transport Systems (CAMTS), and the Commission on Fire Accreditation International (CFAI).

ARTICLE V
DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. COMMUNICATIONS INFRASTRUCTURE

Except as otherwise provided herein, the Authority shall furnish, own and maintain, at no cost to Contractor, the EMS System's entire communications infrastructure and shall make available for the use of the Contractor the following: portable radios for up to twelve (12) personnel; pagers for up to twelve (12) personnel; maintenance of such equipment throughout the life of this Agreement, except for losses and repairs due to loss, theft, abuse, or neglect. The Authority shall replace portable radios according to its normal replacement schedule.

SECTION 502. CENTRAL FACILITIES AND EQUIPMENT

The Authority shall provide, at no cost, an office to be used by the Medical Director to perform the duties required in this Agreement. The Authority reserves the right to provide office space in an alternative location at its sole discretion. Contractor shall pay, on a monthly basis, for any personal telephone charges. Additional office space may be provided upon request, if approved by the Executive Director.

**ARTICLE VI
INSURANCE AND INDEMNIFICATION**

SECTION 601. MINIMUM INSURANCE REQUIREMENTS

Contractor shall pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of: a certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and, upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.

- (a) Worker's Compensation Insurance with employer liability limits as required by law, as follows:
 - Per Employee - \$100,000
 - Per Employee Disease - \$100,000
 - Policy Limit Disease - \$500,000

- (b) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death, as follows:
 - General Aggregate - \$2,000,000
 - Products/Completed Operations Aggregate - \$1,000,000
 - Personal Injury and Advertising Injury - \$1,000,000
 - Fire Legal Liability - \$100,000
 - Each Occurrence - \$1,000,000

- (c) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy. Limits are as follows:
 - Per Accident - \$1,000,000

- (d) Professional Liability Insurance (Medical Malpractice) with at least the minimum limits as follows. If "claims made" coverage is provided "tail coverage" extending five (5) years beyond the termination of the contract shall be required. Proof of "tail coverage" must be submitted sixty (60) days prior to the termination of the contract,

or immediately if contract termination is less than sixty (60) days. In lieu of "tail coverage", Contractor may submit annually to the Authority, for a five (5) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of the initial contract. The limits are as follows:

- General Aggregate - \$5,000,000
- Each Occurrence or Claim - \$10,000,000

For acceptance of Professional Liability coverage included with another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence or claim must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (e) Property Insurance. Contractor will be responsible for all damage to its own property, equipment and/or materials.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS

Each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a written notice thereof shall be given to the Authority. Contractor shall also notify the Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against the Authority or County for payment of premiums or assessments for any deductibles, which are all at the sole responsibility and risk of Contractor.

(c) Pinellas County shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention of whatever nature. Contractor hereby waives subrogation rights for loss or damage against the County.

SECTION 603. INDEMNIFICATION

Contractor covenants and agrees that it will indemnify and hold harmless the Authority and the County and all of their officers and employees, from any claim, loss, damage, cost, charge or expense, including any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree brought or recovered against it by reason of any act, action, neglect or omission by Contractor, its agents, or employees, during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County, the Authority, or said parties

may be subject, except that neither Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County, the Authority, or any of their officers, or employees.

ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION

Authority shall pay Contractor the annual amount of \$713,500 for the first year of the Agreement. The annual amount shall be decreased to \$635,000 starting the second year of the Agreement subject to adjustment in accordance with Section 702.

The annual payment shall be made in twelve (12) equal installments. Each installment shall be made within forty-five (45) days after receipt and acceptance by the Authority of an invoice for services rendered during the preceding calendar month in accordance with the Local Government Prompt Payment Act, §218.70 et. seq., Florida Statutes. Each invoice shall include an activity report in a form agreed upon by the Parties that summarizes the Contractor's efforts and accomplishments during the preceding month.

SECTION 702. AUTOMATIC ANNUAL INFLATION ADJUSTMENT

Beginning on October 1, 2013 and annually thereafter, Contractor's compensation for all services and deductions shall be subject to an automatic inflation adjustment as follows: The amounts shall be increased by the Consumer Price Index (CPI-U, U.S. City Average, All Items less Food and Energy) during the most recent twelve (12) month period for which published figures are then available from the U.S. Department of Labor, but not less than zero percent (0%) and not to exceed five percent (5%).

SECTION 703. AUDITS AND INSPECTIONS

Contractor shall make available to the Authority for its examination its records with respect to all matters covered by this Agreement. Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, personnel records, daily logs, conditions of employment, and other data related to all matters covered by this Agreement.

Contractor shall retain all records pertaining to this Agreement for a period of at least three (3) years after final payment is made or longer if required under the retention requirements for public records in Florida.

SECTION 704. FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for a new fiscal period, the Authority shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of current fiscal period without penalty or expense to the Authority.

ARTICLE VIII

TERM AND TERMINATION

SECTION 801. TERM

This Agreement shall be for three (3) year, commencing at 12:00:00 AM on October 1, 2012 and end at 11:59:59 PM on September 30, 2015. This Agreement may be renewed for up to two (2) one (1) year periods after the initial term. This option shall be exercised only if approval is granted by the Authority and the Parties execute a written renewal.

The effective date of this agreement shall be at 12:00:00 AM on October 1, 2012.

SECTION 802. TERMINATION

(a) Termination For Cause. This agreement may be terminated by the Authority for cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions of this agreement. "Cause" shall include, but not be limited to, the event that Contractor fails to provide a Medical Director meeting the requirements of Section 401 herein; Medical Director cease, for any reason, to be licensed to practice medicine in the State of Florida pursuant to the provisions of Chapter 458, Florida Statutes; and substantial breach of any covenant or warranty contained in this Agreement; provided, however, the Authority shall provide written notice of such breach and the Contractor shall have the opportunity to cure such breach within fifteen (15) calendar days of receipt of such notice. Notwithstanding the preceding, if Contractor fails to provide Online Medical Control, the Authority shall provide written notice of such breach and the Contractor shall have the opportunity to cure such breach within one (1) calendar day of receipt of such notice.

(b) Termination Without Cause. Except as provided in Section 801 herein, this agreement may be terminated at will at the option of the Authority or Contractor upon one hundred and twenty (120) days written notice at any time during the initial term or any renewal term. Contractor shall be entitled to all compensation earned through the date of termination.

ARTICLE IX
MISCELLANEOUS

SECTION 901. ASSIGNMENT

Contractor shall not assign any portion of the Agreement for services to be rendered without first obtaining written consent from the Authority. Any assignment made contrary to the provisions of this section shall be cause for termination of the Agreement and, at the option of the Authority, shall not convey any rights to the assignee. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The Authority shall not unreasonably withhold its approval of requested change in ownership, so long as the transferee is of known financial and business integrity and the Authority has the opportunity to research the transferee's background. For clarity, this Section 901 shall not restrict or prohibit Contractor's use of its affiliated and contracted entities and health care providers that provide health care services (including for Medical Direction and Medical Control Physicians), provided however that, Contractor remains completely responsible for the successful and complete performance

of the requirements of this Agreement.

SECTION 902. NON-DISCRIMINATION IN EMPLOYMENT

Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that during employment employees are treated equally without regard to age, race, color, religion, sex or national origin. Such action shall include, but not be limited to, recruiting and related advertising, layoff or termination, upgrading, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship. Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall make reasonable accommodations for employees with disabilities and comply with the federal requirements of the Americans with Disabilities Act (ADA).

SECTION 903. NOTICES

All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority:

Executive Director
Pinellas County EMS Authority
12490 Ulmerton Road
Largo, FL 33774-2700

If to Contractor:

CEO – South Division
EmCare Inc.
18167 US Highway 19 North, Suite 650
Clearwater, Florida 33764

With Copy To:

Legal Department
EmCare, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, CO 80111

SECTION 904. ENTIRE AND COMPLETE AGREEMENT

This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided

hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 905. OTHER DOCUMENTS

Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 906. APPLICABLE LAW

The law of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 907. WAIVER

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 908. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

SECTION 909. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

SECTION 910. HEADINGS

Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. DRAFTING

The Authority and Contractor negotiated this Agreement (including the Appendices annexed hereto) at arm's length. The Authority and Contractor jointly prepared this Agreement, and its provisions shall be construed on parity between all parties. As such, no rule of construction shall apply which construes the language of this Agreement more favorably for, or more strictly against, any Party by reason of the preparation of this Agreement.

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this _____ day of September, 2012.

ATTEST:

KEN BURKE, CLERK

**PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY**

by: _____
Deputy Clerk

by: _____
Chairman

[seal]

**APPROVED AS TO FORM
SUBJECT TO EXECUTION**

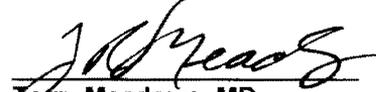


Office of the County Attorney

ATTEST:

EmCare, Inc., d/b/a EmCare

by: 
Witness

by: 
Terry Meadows, MD
CEO – South Division
EmCare Inc. d/b/a EmCare

Appendix A

First Responders in Pinellas County

ALS

1. City of Clearwater
2. City of Dunedin
3. East Lake Tarpon Special Fire Control District
4. City of Gulfport
5. City of Largo / City of Belleair Bluffs
6. Lealman Special Fire Control District
7. City of Madeira Beach
8. City of Oldsmar
9. Pinellas Suncoast Fire and Rescue District
10. Palm Harbor Special Fire Control District
11. City of Pinellas Park
12. City of Safety Harbor
13. City of Seminole
14. City of South Pasadena
15. City of St. Petersburg
16. City of St. Pete Beach
17. City of Tarpon Springs
18. City of Treasure Island

BLS

1. Airport Crash Rescue Fire Fighters (ARFF)
2. Eckerd College Search and Rescue (ECSAR)

Appendix B

2012 Medical Operations Manual (MOMs)

For a copy of the current manual contact:

PINELLAS COUNTY PUBLIC SAFETY SERVICES
EMERGENCY MEDICAL SERVICES
12490 Ulmerton Road
Largo, FL 33774
Phone: (727) 582-2000

Appendix C

**St. Petersburg College
EMS Continuing Medical Education Agreement**

AGREEMENT

THIS AGREEMENT is made and entered into this 7 day of July, 2009, by and between the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, FLORIDA, P.O. Box 13489, St. Petersburg, Florida, 33733, ("College") and PINELLAS COUNTY, a political subdivision of the State of Florida, represented by its Board of County Commissioners, sitting as the EMERGENCY MEDICAL SERVICES AUTHORITY, a special taxing district of the State of Florida, ("Authority").

RECITALS

1. The Authority is a special taxing district created by Chapter 80-585 Laws of Florida ("Special Act"), for the purpose of providing emergency medical services (EMS) throughout Pinellas County.
2. Pursuant to the Special Act and Chapter 54, Article III of the Pinellas County Code, Authority has contracted with various municipalities, independent and special fire districts, and corporations in the county to provide First Responder Services, Ambulance Services and Medical Direction.
3. Pursuant to Chapter 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code and Pinellas County EMS Rules and Regulations, Paramedics and Emergency Medical Technicians ("EMT") must meet certain Continuing Medical Education ("CME") requirements in order to be certified to provide emergency medical services.
4. The Authority is responsible for making available in-service training according to Pinellas County EMS Rules and Regulations.
5. The Authority has determined that it is in the best interest of the Pinellas County EMS System that the required in-service training program, consisting of

Continuing Medical Education and Remedial Training, be conducted under the joint auspices of the Authority and the College.

The Authority and the College desire to mutually cooperate in order to develop an in-service training program which meets the needs of the EMS System and the community. Therefore, distance learning methods and skills-based training will include sufficient numbers of classes and training sites in order to maintain the maximum number of available in-service First Responders and Advanced Life Support (ALS) Ambulance units.

NOW THEREFORE, in consideration of the premises and mutual promises set forth herein, the parties hereby agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the parties hereto with respect to the provision of an In-Service Training Program and continuing education to persons outside of the Pinellas County region.

ARTICLE II

DEFINITIONS

Unless the context otherwise indicates, capitalized terms herein shall have the following ascribed meanings:

“Ambulance Contractor” means the company selected by the Authority to provide ambulance service.

“Authority” means the Pinellas County Emergency Medical Services Authority, a special taxing district established by Chapter 80-585, Laws of Florida, as amended.

“College” means the Board of Trustees of the St. Petersburg College.

“Continuing Medical Education” or **“CME”** means the medical education training classes, both distance learning or classroom based, that are provided to meet the following purposes: (1) Core Curriculum; (2) Advanced Cardiac Life Support Provider's Course; (3) Basic Trauma Life Support Provider's Course; (4) Cardiopulmonary Resuscitation Provider's Course; (5) State Mandated Training for Re-certification; (6) Additional training required by the National Registry of EMTs; and/or (7) Special Courses as identified by the Medical Director or the Medical Control Board.

“County Certified” means an EMT, Paramedic or Registered Nurse authorized by the Medical Director to provide patient care in the Pinellas County EMS System according to applicable rules and regulations.

“Course” means any CME provided with curriculum designed and developed by the College and approved by the Steering Committee and also includes training required due to special causes such as potential danger / safety issues or as deemed necessary by the Medical Control Board (MCB), EMS Authority, or Office of the Medical Director (OMD).

“Distance Learning” means education in which Students take a specific CME class by accessing information, curriculum and Course materials via the computer on the internet. Login with personal information, password and validation is required.

“EMS System” means the network of organizations and individuals established to provide emergency medical services to the residents of the County.

“Emergency Medical Technician” or “EMT” means a person who is trained in Basic Life Support, and who is certified by the State of Florida Department of Health to perform such services in emergency situations.

“Executive Director” means the Director of the EMS System, or Designee.

“First Responder” means any entity that provides ALS or BLS first Responder Services, pursuant to an agreement with the Authority.

“In-service Training Program” means (1) the minimum Continuing Medical Education required for Emergency Medical Technicians and Paramedics to maintain certified status in the Pinellas County EMS System, the State of Florida, and where applicable, the National Registry of Emergency Medical Technicians; and (2) Remedial Training for individuals who may have a specific deficiency that must be corrected to maintain or restore their status within the EMS System.

“Medical Control Board” means the Board appointed pursuant to County Ordinance No. 88-12, as amended.

“Medical Director” means a licensed physician, or a corporation, association, or partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

“Paramedic” means a person who is trained in Basic and Advanced Life Support and who is certified by the State of Florida Department of Health to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations, and the Medical Operations Manual.

“Performance Requirements” means the requirements of this Agreement intended to ensure that:

1. Instruction be conducted in a professional manner including, but not limited to the instructor being prepared to conduct the class, class being convened and released in a timely manner, each Student demonstrates competency in the learning objectives or is referred for Remedial Training, and Student records are completed in a timely and accurate manner; and
2. Training site is equipped with instructional materials, supplies, and training equipment necessary to meet the requirements of the Course being taught; and
3. Each Course is of high quality, consistent with EMS training standards, requires the demonstration of competency of the learning objectives and is approved by the Medical Director in advance; and
4. Courses be prepared on a continual basis to ensure at least two completed and approved Courses, six hours of deliverable material, are available at all time to ensure the uninterrupted operation of the CME program; and
5. The conduct and appearance of CME instructors be professional and courteous at all times; and
6. College use reasonable efforts to detect and correct performance deficiencies; and

7. College cooperates with the Authority in upgrading the performance and reliability of the CME program.

“Provider” means an entity licensed under Florida Statutes and under contract with the Authority to provide EMS services in Pinellas County.

“Registered Nurse” means a person who is trained in Basic and Advanced Life Support, who is licensed by the State of Florida to provide professional nursing pursuant to the provisions of State Statute and is County certified.

“Remedial Training” means specialized medical education for selected individual Students needing to correct deficiencies as identified by the Medical Director.

“Rules and Regulations” means the rules and regulations adopted by the Authority on June 28, 2005, as may be amended from time to time.

“Steering Committee” means the committee described in Article V hereof.

“Student” means an EMT, Paramedic, or Registered Nurse who is an active volunteer with or employed by an ALS or BLS First Responder Service, the Ambulance Provider, the Medical Director or the Authority and is Pinellas County Certified in accordance with the Pinellas County EMS Rules and Regulations. A Student may also be an EMT or Paramedic, who is employed by an affiliated agency and approved in writing by the Executive Director.

ARTICLE III

DUTIES AND RESPONSIBILITIES OF THE COLLEGE

SECTION 301. CONTINUING MEDICAL EDUCATION PROGRAM.

The College shall have the sole and exclusive right to provide, administer, and coordinate the CME Program for Registered Nurses, Paramedics, and EMTs. In administering and coordinating the CME Program, the College shall:

1. Register Students; and
2. Schedule and conduct all CME Classes consisting of regular, regular make-up, special make-up and distance learning classes; and
3. Administer contracts and grants; and
4. Maintain Student records as necessary and appropriate for the Authority, Medical Director, Ambulance Contractor, or any first Responder in the EMS System, including a CME database and information sufficient to verify the total time spent by each individual in training and provide necessary and appropriate Student information upon receiving appropriate Student releases and consent; and
5. Make available hard copy verification of completed CME training segment to all Students; and
6. Provide curriculum designers, consultants and faculty as needed; and
7. Evaluate the educational effectiveness of instruction, Courses and programs in consultation with the Medical Director and/or Steering Committee; and

8. Assess and collect fees from Students for CME classes that are offered and are not considered a regular class, a regular make-up class, or a special make-up class approved by the Medical Director; and
9. Provide faculty workshops as needed.

SECTION 302. REMEDIAL TRAINING PROGRAM.

The College shall have the sole and exclusive right to provide, administer and coordinate the Remedial Training Program for Paramedics and EMTs. In administering and coordinating the Remedial Training Program, the College shall:

1. Register Students referred to the Program by the Medical Director; and
2. Schedule and conduct all Remedial Training Classes; and
3. Maintain Student records as necessary and appropriate for the Authority and Medical Director, including information sufficient to verify the total time spent by each individual in training and provide necessary and appropriate Student information upon receiving appropriate Student releases and consent; and
4. Make available hard copy verification of completed training to all Students who are registered in the Remedial Training Program; and
5. Provide curriculum designers, consultants and faculty as needed; and
6. Evaluate the educational effectiveness of instruction, in consultation with the Medical Director; and
7. Provide faculty workshops as needed.

SECTION 303. PROGRAM EVALUATION.

The College shall establish procedures to regularly evaluate the educational effectiveness of instruction, Courses, and programs offered under the Program and shall accept advice from the Authority and Medical Director so that the Program is operated in a cooperative spirit.

SECTION 304. EQUIPMENT.

The College shall provide fundamental educational equipment for each site through approved Authority procedures for curriculum support. The College shall provide facilities and equipment for video production as the need arises.

SECTION 305. USE OF MATERIALS.

The College and the Authority agree that, unless otherwise agreed to in writing, neither party will use any of the instructional materials developed pursuant to this agreement or any material derivative there from, except in furtherance of this specific agreement. The College and the Authority agree that this provision shall survive the termination of this agreement.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

SECTION 401. FACULTY AND TRAINING SITES.

The Authority shall recommend faculty and curriculum designers to the College from within the EMS System, including the Ambulance Provider and First Responders. The Authority shall also make available to the College training facilities and equipment from the Authority, and will coordinate the use of training sites with the Ambulance Provider and First Responders for training. Locked equipment cabinets at each training site shall be provided.

SECTION 402. MEDICAL DIRECTION.

The Authority shall establish, with the Medical Director, procedures to evaluate the clinical impact and effectiveness of the entire Program as a part of its role in quality assurance and improvement for the EMS System. The Authority shall notify the College of any concern, which the Medical Director may have about any Course, program, or instruction activity. The Authority shall make available the Medical Director, or his designee, to serve on the Steering Committee for ongoing curriculum guidance and evaluation and shall make available the staff of the Medical Director's Office to serve as faculty and/or curriculum consultants to the CME and Remedial Training programs, and to recommend participants from the Medical Control Board.

SECTION 403. RELEASES AND CONSENTS.

The College shall obtain releases and consents from Students to authorize the College to release to the Authority, the office of the Medical Director, and other necessary and appropriate agencies, Student information regarding Student attendance, performance,

and grades. In the event that a Student refuses to provide such consent, the College shall notify the Authority. In no event shall the College be liable to Authority for failure to obtain such consent.

SECTION 404. MEDICAL SUPPLIES.

The Authority shall provide disposable medical supplies in sufficient numbers for each site as recommended through approved Authority procedures.

SECTION 405. CAPITAL EQUIPMENT.

The Authority shall provide capital equipment items as recommended through approved Authority procedures. The established procedure for capital equipment purchase shall be in the following order: 1) recommendation by the Steering Committee; 2) approval by the College; 3) approval by the Authority; and 4) the Authority shall, after budgetary process, purchase and lease/own the capital equipment requested if approved. Subsequently, the College shall accept responsibility via a hand-receipt for control of these assets. The College accepts responsibility for any loss or damage to the equipment and shall pay for any repair or the fair market value of any equipment that is not repairable or lost to the Authority to the limits of Florida Statute 768.28, as applicable. The Authority shall be responsible for routine maintenance of the capital equipment.

ARTICLE V

STEERING COMMITTEE

The parties shall maintain a Steering Committee which is advisory in nature to assess learning needs, guide curriculum development (objectives, contents, and teaching

methods), review and recommend the number and location of teaching sites and the number of classes, and recommend educational materials to implement the designed curriculum. The Steering Committee shall also review and evaluate the educational efficacy and Student satisfaction with Courses after they are developed and implemented.

The CME Steering Committee shall consist of:

- (1) EMS Authority Representative
- (2) Medical Director Representative
- (3) CME Program Coordinator
- (4) Ambulance Contractor Representative
- (5) Pinellas County Fire Chiefs Association Representative
- (6) Providers of Advanced Life Support Association (PALS) Representative
- (7) Field Paramedic designated by the Ambulance Contractor
- (8) Field Paramedic designated by the Pinellas County Fire Chiefs Association
- (9) Field EMT designated by the Ambulance Contractor
- (10) Field EMT designated by the Pinellas County Fire Chiefs Association

The Chair of the Steering Committee shall be the CME Program Coordinator and the Vice Chair shall be elected by a majority vote of the Steering Committee. The CME Steering Committee shall meet at a minimum on a quarterly basis.

ARTICLE VI

COMPENSATION

SECTION 601. COMPENSATION. The Authority agrees to compensate the College for the total cost of the program plus a sum equal to fifteen (15%) percent of the cost of the program for the period commencing October 1, 2009, and ending September 30, 2012. Cost means actual cost of administration, regular, and remedial instruction, curriculum development, and all related matters. The College shall be paid in approximately equal quarterly payments. The annual compensation for the period commencing October 1, 2009 and ending September 30, 2010, shall be Four Hundred Nine Thousand Seven Hundred Seventy Dollars and Seventy-three Cents (\$409,770.73).

For each year during the term of this Agreement, the compensation amount shall be established through the Pinellas County Budget process and approved by the EMS Authority, but in no event shall compensation for any given year exceed Five Hundred Thousand Dollars (\$500,000).

The College shall provide the Authority with a quarterly statement that services have been rendered for the specific quarter in accordance with the Agreement. This statement shall be addressed to the Executive Director for the Authority and shall constitute a request for reimbursement. Each quarterly statement shall be accompanied by a report which shall include, at a minimum, quarterly and year-to-date totals for classes held and Students trained. Beginning in 2010, on or before each December 15th, the College shall furnish the Authority a detailed accounting of the costs incurred hereunder during the previous fiscal year and shall make adjustments, if

necessary, for over or underpayment by the Authority. Should there be an underpayment; the Authority shall remit the same to the College.

SECTION 602. DEDUCTION FOR FAILURE TO COMPLY WITH PERFORMANCE REQUIREMENTS.

In the event College fails to comply with any of the Performance Requirements, the Authority shall issue to College a written warning describing such failure. Should College's noncompliance continue after receipt of such warning, the Authority may deduct from the Annual Compensation an amount equal to seven hundred-fifty (\$750.00) dollars for each occurrence. As determining actual damages would be extremely difficult or impossible, the Parties agree that these deduction amounts will be liquidated damages and not a penalty. Any such deductions will be made from the last quarterly payment within the then current fiscal year in accordance with Section 601. Any dispute of the College to the assessment of a deduction maybe resolved in accordance with Section 902.

Persistent and repeated failure of College to comply with any of the Performance Requirements may result in termination pursuant to Section 802.

ARTICLE VII

INSURANCE

College property used in the Program and property of the Authority, while in the care, custody and control of the College, shall be covered by the College's standard insurance coverage. All other property used in the program shall be insured by the respective property owner.

ARTICLE VIII

TERM AND TERMINATION

SECTION 801. TERM OF AGREEMENT.

This Agreement shall become effective on October 1, 2009, and shall expire on September 30, 2012.

SECTION 802. TERMINATION.

If any Party violates or defaults upon any of the terms and conditions of this Agreement, the aggrieved party shall provide written notice to the other Party of such violation or default and the Party shall have thirty (30) days to correct the violation or default. If the violation or default issue is not satisfactorily resolved within thirty (30) days, the aggrieved Party may terminate this Agreement.

SECTION 803. FISCAL NON-FUNDING.

In the event that sufficient budgeted funds are not available for a new fiscal period, this contract shall terminate on the last day of the fiscal period without penalty or expense to the Authority.

ARTICLE IX

MISCELLANEOUS

SECTION 901. AMENDMENT.

This Agreement may be amended by mutual agreement of the Parties in writing.

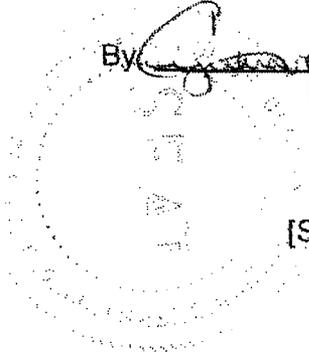
SECTION 902. DISPUTE RESOLUTION.

In the event the matter cannot be promptly resolved, the College shall request a meeting of representatives of the Parties to include:

- (1) County Administrator
- (2) President, Pinellas County Fire Chiefs Association
- (3) Executive Director, EMS Authority
- (4) College Provost or Designee
- (5) Medical Director
- (6) Ambulance Contractor Management Representative

ATTEST:
Ken Burke, CLERK

By: [Signature]
Deputy Clerk



[Seal]

Approved as to Form:

[Signature]
Office of County Attorney

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through the Board of
County Commissioners:

By: [Signature]
Chairman

Approved **PROVED**
AS TO FORM AND CONTENT
[Signature]
COLLEGE ATTORNEY
Approved by: [Signature]
College Attorney
On: 10/17/09

Witnesses as to the Board:

[Signature]
[Signature]

BOARD OF TRUSTEES OF
ST. PETERSBURG COLLEGE,
FLORIDA

By: [Signature] 10/17/09
Dr. Carl M. Kuttler, Jr.
College President & Secretary,
Board of Trustees

No. 20
BCC 07-07-09
09:29 A.M. Burgess/SCHMIDT

#20 Sitting as the Emergency Medical Services Authority, the Board approved a three-year agreement for Continuing Medical Education (CME) with St. Petersburg College effective October 1, 2009 (total expenditure not to exceed \$500,000.00 per year); Chairman authorized to sign agreement and the Clerk to attest after proper execution by the contractor and written approval as to form by the Office of the County Attorney.

Commissioner Welch disclosed that he must abstain from voting on this matter due to a conflict of interest, and in accordance with the provisions of the Standards of Conduct Law, submitted a Memorandum of Voting Conflict, which has been filed and made a part of the record.

Motion	-	Commissioner Seel
Second	-	Commissioner Bostock
Vote	-	5 – 0 (Commissioner Welch abstaining)

Appendix D

Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 2100 DENVER, CO 80202-5534 Attn: Denver.CertRequest@marsh.com/212-948-4381 (Fax)	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
850539-12345-GAWUP-12/13 EMCAR EMCAR	INSURER A: ACE American Insurance Company	22667
INSURED EMCARE, INC. 6200 SOUTH SYRACUSE WAY #200 GREENWOOD VILLAGE, CO 80111	INSURER B: N/A	N/A
	INSURER C: N/A	N/A
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** SEA-002344383-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			XSLG27008872	03/31/2012	03/31/2013	EACH OCCURRENCE \$ 2,750,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> SIR \$250,000						PERSONAL & ADV INJURY \$ 2,750,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,750,000
A	AUTOMOBILE LIABILITY			ISAH08695556	03/31/2012	03/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY IS NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY 12490 ULMERTON ROAD LARGO, FL 33774-2700	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sharon A. Hammer <i>Sharon A. Hammer</i>
--	---

AGENCY CUSTOMER ID: 850539

LOC #: Denver



ADDITIONAL REMARKS SCHEDULE RECEIVED EMS/FIRE ADMIN Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED EMCARE, INC. 6200 SOUTH SYRACUSE WAY #200 GREENWOOD VILLAGE, CO 80111
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE: 2012 SEP -4 PM 3:27

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

*\$1,000,000 SIR APPLIES TO EXCESS WC POLICY NO. WCUC46478927

INSURER: A - ACE AMERICAN INSURANCE COMPANY
POLICY #: ISAH08693298
COVERAGE: AUTOMOBILE LIABILITY (NY)
POLICY TERM: 01/01/12 TO 01/01/13
LIMIT: \$50,000 COMBINED SINGLE LIMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 2100 DENVER, CO 80202-5534 Attn: Denver.CertRequest@marsh.com/212-948-4381 (Fax)	CONTACT NAME: _____	FAX (A/C, No.): _____
	PHONE (A/C, No, Ext): _____	E-MAIL ADDRESS: _____
850539-12345-GAWUP-12/13 EMCAR EMCAR	INSURER(S) AFFORDING COVERAGE	
INSURED EMCARE, INC. 6200 SOUTH SYRACUSE WAY #200 GREENWOOD VILLAGE, CO 80111	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: N/A	N/A
	INSURER C: Lexington Insurance Company	19437
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** SEA-002344383-02 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			XSLG27008872	03/31/2012	03/31/2013	EACH OCCURRENCE \$ 2,750,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> SIR \$250,000						PERSONAL & ADV INJURY \$ 2,750,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,750,000
A	AUTOMOBILE LIABILITY			ISAH08695556	03/31/2012	03/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED		RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	HEALTH CARE PROFESSIONAL LIABILITY (CLAIMS MADE)			6796605	03/31/2012	03/31/2013	EA OCC/GEN AGG 20,000,000
							SIR 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY IS NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY 12490 ULMERTON ROAD LARGO, FL 33774-2700	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sharon A. Hammer <i>Sharon A. Hammer</i>
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ADDITIONAL REMARKS SCHEDULE

RECEIVED
EMS/FIRE ADMIN
Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED EMCARE, INC. 6200 SOUTH SYRACUSE WAY #200 GREENWOOD VILLAGE, CO 80111 2012 SEP -4 PM 3:30	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

*\$1,000,000 SIR APPLIES TO EXCESS WC POLICY NO. WCUC46478927

INSURER: A - ACE AMERICAN INSURANCE COMPANY
 POLICY #: ISAH08693298
 COVERAGE: AUTOMOBILE LIABILITY (NY)
 POLICY TERM: 01/01/12 TO 01/01/13
 LIMIT: \$50,000 COMBINED SINGLE LIMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

RECEIVED
EMSR/HR ADMIN
2012 SEP - 1 PM 3:26

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 2100 DENVER, CO 80202-5534		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
850539-EMCAR-WC-11-12 EMCAR EMCAR		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED EMCARE, INC. 6200 SOUTH SYRACUSE WAY #200 GREENWOOD VILLAGE, CO 80111		INSURER A: Sentry Insurance A Mutual Co 24988 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** SEA-002344392-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ATTACHED	09/01/2011	09/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY 12490 ULMERTON ROAD LARGO, FL 33774-2700	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sharon A. Hammer <i>Sharon A. Hammer</i>
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RECEIVED
EMS/FIRE ADMIN

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH 2012 SEP -4 PM 3: 26		NAMED INSURED EMCARE, INC. 6200 SOUTH SYRACUSE WAY #200 GREENWOOD VILLAGE, CO 80111	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

SENTRY INSURANCE WORKERS COMPENSATION POLICY NUMBERS:

90-16943-01, 90-16943-02, 90-16943-03, 90-16943-05, 90-16943-06, 90-16943-07, 90-16943-08, 90-16943-09, 90-16943-10, 90-16943-11, 90-16943-12, 90-16943-13, 90-16943-14, 90-16943-18, 90-16943-19, 90-16943-20, 90-16943-21, 90-16943-22, 90-16943-23

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into between PINELLAS COUNTY (“Covered Entity”) and EMCARE INC. d/b/a EMCare, a Colorado corporation, with its principal place of business at 6200 South Syracuse Way, Suite 200, Greenwood Village, Colorado 80111 (“Business Associate”), effective as of date of full execution of the Underlying Agreement (the “Effective Date”), and has become necessary due to the Medical Direction Services Agreement (“Underlying Agreement”) executed by the Covered Entity and Business Associate.

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an agreement or other documented arrangement (the “Underlying Agreement”), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information (“PHI”) that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated thereunder, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”); and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”) (the “HITECH Act”), and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate shall not Use or Disclose PHI except for the purpose of performing Business Associate’s obligations under the Underlying Agreement and as permitted by this Agreement or as Required By Law. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) for Data

Aggregation purposes, if requested by Covered Entity, in connection with the Health Care Operations of Covered Entity. Business Associate may Disclose PHI for the proper management and administration of Business Associate and to carry out its legal responsibilities, provided that with respect to any such Disclosure either: (i) the Disclosure is Required by Law; or (ii) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Business Associate shall implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

c. Compliance with Security Provisions. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA.

e. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

f. Business Associate's Obligations Related to Red Flags Rule. If applicable, and upon the effective compliance date, Business Associate shall be responsible for implementation of an identity theft prevention program to detect, prevent, and mitigate identity theft related to any covered accounts (as that term is defined in Federal Trade Commission's Red Flags Rule) that Business Associate creates or maintains on behalf of the Covered Entity. Such program shall comply with the Federal Trade Commission's Red Flags Rule, 16 CFR Part 681. Business Associate further agrees to promptly (and in all cases within three days) notify Covered Entity in writing in the event it discovers an incident involving identity theft related to any such accounts.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity, in writing, a Security Incident or any Use and/or

Disclosure of PHI other than as provided for by this Agreement within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than three (3) days thereafter), in accordance with the notice provisions set forth herein.

Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Covered Entity shall comply with the requirements of Section 3.b below.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). Business Associate shall notify Covered entity of all suspected breaches within 5 business days of discovery. If the Business Associate discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within three (3) days of the date Business Associate discovers and determines that such Breach is reportable. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR §164.410. Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HITECH Act with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach. In order to be reimbursed by Business Associate, Covered Entity must provide to Business Associate a written accounting of Covered Entity's actual costs and, to the extent applicable, copies of receipts or bills with respect thereto.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement (the "Subcontractors Agreement") and further identifying Covered Entity as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of the Subcontractors Agreement, HIPAA or the HITECH

Act. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such agreements.

5. Rights of Individuals.

a. Access to PHI. Within 10 days of receipt of a request, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an individual to enable Covered Entity to fulfill its obligations under 45 CFR §164.524. Subject to Section 5.b below, in the event that any individual requests access to PHI directly from Business Associate, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. A denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee to the individual for providing a copy of such information, but such fee may not exceed the Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR §164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first

accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d., above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from

time to time. Any such use must comply with Florida law and must be approved by Covered Entity. To the extent use is allowed, Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. Access to Records.

a. Audits; Inspection and Enforcement. Within 10 days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the Use or Disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreement, policies, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or failure to require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of Covered Entity's enforcement rights under this Agreement.

b. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. Data Ownership Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

10. State Laws. Business Associate shall comply with state laws to extent that such state laws are not preempted by HIPAA or the HITECH Act. This includes, but is not limited to

any provisions of Chapters 119, 365 and 401 of the Florida Statutes and regulations interpreting such provisions.

11. Termination.

a. Breach. A breach or violation by Business Associate of any provision of this Agreement, as determined by Covered Entity, shall constitute a breach of the Underlying Agreement and shall provided grounds for immediate termination of the Underlying Agreement by Covered Entity.

b. Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Covered Entity shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Business Associate, terminate its relationship with Business Associate; or (iii) if such termination is not feasible, report the Business Associate's breach or violation to the Secretary.

c. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate its relationship with Covered Entity; or (iii) if such termination is not feasible, report the Covered Entity's breach or violation to the Secretary.

d. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe, at no additional charge to Covered Entity. If return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act and shall certify in writing to Covered Entity that such PHI has been destroyed in compliance with such standards.

12. Indemnification. Business Associate hereby agrees to indemnify and hold harmless Covered Entity, its affiliates, and their respective officers, directors, shareholders, employees and agents from and against any and all liability, loss, fines, penalties, damage, claims or causes of action and expenses (including, without limitation, court costs and attorney's fees) caused directly or indirectly by Business Associate's breach of its obligation under this

Agreement. Covered Entity may enforce Business Associate's obligations hereunder by seeking equitable relief, without bond, which remedy shall be nonexclusive.

13. Business Associate's Insurance. Business Associate shall obtain and maintain, during the term of the Agreement, reasonable liability insurance covering claims based on any violation by Business Associate of the terms of this Agreement, if such insurance is reasonably available. A copy of such policy or a certificate evidencing such policy shall be provided to Covered Entity upon request.

14. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes. Covered Entity may terminate the Underlying Agreement and this Agreement upon ten (10) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section or (ii) if Business Associate refuses to sign an amendment deemed necessary by Covered Entity to comply with such changed requirements within thirty (30) days of the commencement of such negotiations.

15. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HIPAA Regulations, the HITECH Act or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

16. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

17. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

18. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

19. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue on any action shall be in the Circuit Court of the Sixth Judicial Circuit of Florida in and for Pinellas County, Florida.

21. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission or personal or courier delivery:

If to Covered Entity: Pinellas County
12406 Ulmerton Rd.
Largo, Florida 33774-2700
Attn: Steven Fravel
Telephone no: (727) 582-2000

If to Business Associate: _____

Attn: _____
Telephone no: _____
Facsimile no: _____

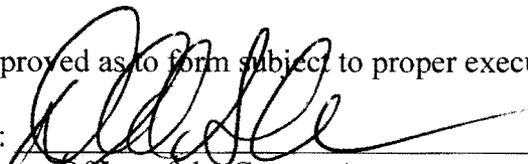
IN WITNESS WHEREOF, the parties hereto have duly executed this as of the Effective Date.

PINELLAS COUNTY, FLORIDA

EMCARE, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: TERRY R. MEADOWS MD
Title: CEO, EMCARE SOUTH DIVISION
Date: 9-7-12

Approved as to form subject to proper execution
By: 
Office of the County Attorney