

Medical Direction Services Agreement

Amendment No. 2

AGREEMENT made this _____ day of _____ 2022, between **EMCARE, INC.**, Clearwater, Florida (“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. Contractor provides Medical Direction Services and serves as the Emergency Medical Services (EMS) Medical Director for the Pinellas County EMS System.
2. Pinellas County Human Services (PCHS) has programmatic responsibility and various grants to combat opioid addiction and has requested the assistance of the EMS Medical Director for professional services beyond the existing responsibilities under the current agreement.
3. The Contractor has expertise and personnel available to assist PCHS with various grant, programs, or initiatives related to combating opioid addiction.
4. PCHS will provide reimbursement directly to the Contractor or otherwise reimburse EMS for such services provided by the Contractor under this amendment.

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:

SECTION I – AMENDMENT TO CONTRACT DOCUMENTS

SECTION 103. CONTRACT DOCUMENTS, is hereby replaced with the following:

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. Certificate of Insurance

Appendix D. Business Associate Agreement

Appendix E. Human Services Work Plan

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.

SECTION II – APPENDIX E

The Medical Direction Service Agreement is amended to include Appendix E. Human Services Work Plan, which is incorporated by reference herein as Appendix E Human Services Work Plan.

SECTION III – AMENDMENT TO SECTION 704. REIMBURSEMENT FOR QUALITY ASSURANCE SERVICES

SECTION 704. REIMBURSEMENT FOR QUALITY ASSURANCE SERVICES, is hereby amended to add the following provisions:

(a) **EMS Related.** The Authority may utilize Contractor's staff for quality assurance and improvement projects, data analysis and performance monitoring on a regular or episodic basis at its discretion. Authority shall reimburse the Contractor for the actual cost of salary and benefits up to \$60.00 per hour for quality assurance analyst hours that are actually performed and preapproved in writing. Contractor shall submit invoices to Authority within twenty (20) days following the last day of each month. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total Medical Direction Service compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to the Contractor for all payments under this provision for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$50,000.00 in any fiscal year.

(b) **Human Services Related.** The Authority may utilize Contractor's staff to assist Pinellas County Human Services various activities related to programs, grants, or initiatives to combat opioid addiction. Such activities may include, but not be limited to, outreach, education, quality assurance and improvement projects, data analysis, and performance monitoring on a regular or episodic basis at its discretion. Contractor shall ensure that such activities are non-duplicative and do not conflict with EMS Medical Direction Services responsibilities. Authority shall reimburse the Contractor, through funding from County Human Services derived from various programs and grants, for the actual cost of salary and benefits, up to \$200.00 per hour for physicians and \$75.00 per hour for non-physicians, for hours worked and preapproved in writing. Contractor shall submit invoices to Authority within twenty (20) days following the last day of each month. Contractor shall be reimbursed monthly in arrears. amount budgeted by the

Authority. The reimbursement cap for Human Services related activities in FY21-22 shall not exceed \$120,000 utilizing Human Services Grants Funds.

(c) **Telemedicine Pilot Related.** The Authority may utilize Contractor's telemedicine program to enhance EMS operations through a pilot project during FY21-22. Contractor shall be reimbursed up to \$15,000.00 for start-up costs and \$80 per physician lead telemedicine consult that is not handled by the existing Online Medical Control program up to 500 consults or \$40,000 in FY21-22. The program specifics are subject to the approval of the Executive Director.

SECTION IV – EFFECTIVE DATE

The effective date of this amendment shall be October 1, 2021.

EFFECT OF AMENDMENT

Except as otherwise provided herein, all terms and conditions of the Medical Direction Service Agreement shall remain in full force and effect, the same as if this Amendment had not been executed.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____ 2022.

ATTEST:
KEN BURKE, CLERK

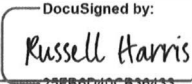
PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

EMCARE, INC.

by:  _____
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Title: EVP

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

APPENDIX E

Human Services Work Plan

Project Name	Pinellas Matters/Bayfront ED Bridge Education Pilot
Project Number	5
Authorized Hours	270
Description of Activities to be Performed / Work Plan	
<p>1. Shadowing in Bayfront Emergency Room</p> <p>Description</p> <ul style="list-style-type: none"> • Observation of the Emergency Department at Bayfront to evaluate the volume and type of patients seeking assistance for Opioid Use Disorder (OUD). • Assess clinicians and staff in the following areas to identify opportunities for improvement and to help establish a stable MOUD system: <ul style="list-style-type: none"> ○ identification of patients that may benefit from MOUD ○ approaching patients identified as having OUD who are not seeking therapy but would potentially benefit from intervention, education, and therapy ○ medical evaluation and treatment of OUD ○ case management, social work, etc. in providing follow up after induction of therapy for OUD 	
<p>2. Multi-Department meetings to secure buy-in</p> <p>Description</p> <ul style="list-style-type: none"> • Hold interdepartmental meetings to educate team members on MOUD and address questions, concerns and comments. • Educate departments on the technicalities of MOUD • Address any concerns from medical team members and administration regarding MOUD 	
<p>3. Development of Educational Materials</p> <p>Description</p> <ul style="list-style-type: none"> • Development of educational materials for clinicians, social work, case management, and any other team members to improve care of patients with OUD • Maintain current best practices for treatment of OUD • Development of multi-modal educational materials as necessary to include (but not limited to) – flyers, FAQ sheets, lectures, presentations, informal questions, and answer sessions. • Development of educational materials for patients deemed eligible for MOUD as well as those considering MOUD in the future • Assist in research projects related to OUD for any interested persons 	

4. Multi-Department trainings on the dispensing and administration of MOUD

Description

- Hold meetings with invested departments to ensure safe and effective treatment of OUD.
- Education on safe prescribing practices as well as the legal aspects of MOUD
- Trainings to include administration, clinicians, nursing, social work, case management, other departments as necessary

5. Ongoing strategic support for Bayfront ER for duration of pilot

Description

- Ensure ongoing support to Bayfront during the pilot period and as necessary after to ensure safe, effective ongoing treatment for OUD.
- Assistance in implementing best practices as new evidence based best practices are developed.

Hours:

- Dr. Andrew Smith MD – 25 hours @ \$200/hour per month
- Heather Henderson, MA, CAS – 65 hours @ \$60/hour per month

Duration:

- This pilot program will run for 3 months during the first phase
- Reevaluate at the end of 3 months for effectiveness and further implementation
- Program may be extended by the Human Services Director for up to 12 months.
- Program may have revised goals, actions, assignments, and project hours if approved by the Human Services Director.